

**SUBMITTAL TO THE BOARD OF DIRECTORS OF THE
REDEVELOPMENT AGENCY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

350



FROM: Redevelopment Agency

SUBMITTAL DATE:
April 14, 2011

SUBJECT: Mead Valley Library – Approve Plans and Specifications

RECOMMENDED MOTION: That the Board of Directors approve the plans and specifications for the Mead Valley Library and authorize the Clerk of the Board to advertise for bids.

BACKGROUND: On August 31, 2010, the Redevelopment Agency entered into an agreement with DLR Group WWCOT to prepare plans and specifications for a new library on the northwest corner of Clark Street and Oakwood Street in Mead Valley, an unincorporated community of Perris. The bid documents are now complete and the Agency requests approval to solicit bids for construction of this project.

Reviewed by
Christopher Hans
Departmental Concurrence

FORM APPROVED COUNTY COUNSEL
DATE 4/14/11
BY: MARSHAL VICTOR

Robert Field
Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: No

SOURCE OF FUNDS: Interstate 215 Corridor Redevelopment Project Area Capital Improvement Funds – Mead Valley Sub-Area	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 DIRECTORS OF THE REDEVELOPMENT AGENCY

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: April 26, 2011
xc: RDA, CIP, COB

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.: 4.1 of 8/31/2010 **District:** 1 **Agenda Number:** 4.2

**Riverside County Board of Supervisors
Request to Speak**

X

Submit request to Clerk of Board (right of podium),
Speakers are entitled to three (3) minutes, subject
Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: Margaret Pacheco

Address: _____
(only if follow-up mail response requested)

City: Mead Valley **Zip:** _____
Municipal Advisory Council (Chair)
Phone #: _____

Date: 4-26 **Agenda #** 4.2

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:
 Support _____ **Oppose** _____ **Neutral**

Note: If you are here for an agenda item that is filed
for "Appeal", please state separately your position on
the appeal below:

_____ **Support** _____ **Oppose** _____ **Neutral**

I give my 3 minutes to: _____

**Riverside County Board of Supervisors
Request to Speak**

X

Submit request to Clerk of Board (right of podium),
Speakers are entitled to three (3) minutes, subject
Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: Anu Mendon + Thelma Almuena

Address: Val Verde Unified School District
(only if follow-up mail response requested)

City: Perris **Zip:** 92570

Phone #: (951) 940-6100

Date: 4/26/11 **Agenda #** 4.2

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

Support **Oppose** **Neutral**

Note: If you are here for an agenda item that is filed
for "Appeal", please state separately your position on
the appeal below:

Support **Oppose** **Neutral**

I give my 3 minutes to: _____

**Riverside County Board of Supervisors
Request to Speak**

X

Submit request to Clerk of Board (right of podium),
Speakers are entitled to three (3) minutes, subject
Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: Thelma A. Invernizzi & Anni Menon

Address: Val Verde Unified School District
(only if follow-up mail response requested)

City: Perris **Zip:** 92570

Phone #: (951) 940-6100

Date: 4/26/11 **Agenda #** 4.2

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

Support **Oppose** **Neutral**

Note: If you are here for an agenda item that is filed
for "Appeal", please state separately your position on
the appeal below:

Support **Oppose** **Neutral**

I give my 3 minutes to: _____

**Riverside County Board of Supervisors
Request to Speak**

10min.
X

Submit request to Clerk of Board (right of podium),
Speakers are entitled to three (3) minutes, subject
Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: GARRY GRANT

Address: 27068 JARVIS ST
(only if follow-up mail response requested)

City: PERRIS **Zip:** 92570

Phone #: 951-257-9319

Date: APRIL 23RD 04 **Agenda #:** 4.2

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:
 Support X Oppose Neutral

Note: If you are here for an agenda item that is filed
for "Appeal", please state separately your position on
the appeal below:

 Support Oppose Neutral

I give my 3 minutes to: _____

**Riverside County Board of Supervisors
Request to Speak**

Submit request to Clerk of Board (right of podium),
Speakers are entitled to three (3) minutes, subject
Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: HELENA GRANT

Address: HO A E 6 in Thomas
(only if follow-up mail response requested)

City: Meadowbrook **Zip:** 92570

Phone #: _____

Date: _____ **Agenda #** 4.2

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

_____ **Support** _____ **Oppose** _____ **Neutral**

Note: If you are here for an agenda item that is filed
for "Appeal", please state separately your position on
the appeal below:

_____ **Support** _____ **Oppose** _____ **Neutral**

I give my 3 minutes to: Garry Grant



OFFICE OF
CLERK OF THE BOARD OF SUPERVISORS

1st FLOOR, COUNTY ADMINISTRATIVE CENTER
P.O. BOX 1147, 4080 LEMON STREET
RIVERSIDE, CA 92502-1147

PHONE: (951) 955-1060
FAX: (951) 955-1071

KECIA HARPER-IHEM
Clerk of the Board of Supervisors

KIMBERLY A. RECTOR
Assistant Clerk of the Board

April 26, 2011

THE PRESS ENTERPRISE
ATTN: LEGALS
PO BOX 792
RIVERSIDE, CA 92501

FAX (951) 368-9018
E-MAIL: legals@pe.com

RE: NOTICE INVITING BIDS: MEAD VALLEY LIBRARY

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **TWO (2) TIMES:**
Thursdays: April 28 and May 5, 2011.

We require your affidavit of publication immediately upon completion of the last publication.

Your invoice must be submitted to this office in duplicate, **WITH TWO CLIPPINGS OF THE PUBLICATION.**

NOTE: PLEASE COMPOSE THIS PUBLICATION INTO A SINGLE COLUMN FORMAT.

Thank you in advance for your assistance and expertise.

Sincerely,

Mcgil

Cecilia Gil, Board Assistant to
KECIA HARPER-IHEM, CLERK OF THE BOARD

Printed by: **Winchester, Lisa**
at: **2:51 pm**
on: **Tuesday, Apr 26, 2011**

Ad #: **10633442**

Account Information

Phone #: (951) 955-1066
Name: **BOARD OF SUPERVISORS**
Address: **P.O. BOX 1147**
COUNTY OF RIVERSIDE
RIVERSIDE CA 92502

Acct #: **045202**
Client:
Placed by: **Cecilia Gil**
Fax #: **(951) 955-1071**

Ad Information

Classification: **Legals**
Publications: **Press-Enterprise**

Start date: **04-29-11**
Stop date: **05-05-11**
Insertions: **2**

Rate code: **LE-Open**
Ad type: **Ad Liner**
Taken by: **Winchester, Lisa**

Size: **2x78.990**
Bill size: **158.00x 5.14 agate lines**

Amount due: **\$568.80**

Ad Copy:

NOTICE INVITING BIDS

The Redevelopment Agency for the County of Riverside, herein called Owner, invites sealed proposals for the construction of:

MEAD VALLEY LIBRARY

This Project consists of a new approximately 22,000 square foot library including community room, break room, reading rooms, photovoltaic system, amphitheater, landscaping, parking, and street improvements including curb, gutter, sidewalk and paving. Project is located at the Northeast corner of Clark Street and Oakwood Street in the Mead Valley unincorporated area of Perris, California. Architect's estimate for this project is approximately \$12 million.

Proposals shall be delivered to the Clerk of the Board of Supervisors, on the 1st floor of the County Administrative Center located at 4080 Lemon Street, Riverside, CA 92501 **no later than 10:00 AM on Wednesday, June 8th 2011** 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 May 2011 and prepared by DLR Group WWCOT. Plans and Specifications may be obtained from IB Reprographics, 3363 Durahart Street, Riverside, CA 92507, 951-682-1850. A nonrefundable fee will be charged for each set of Plans and Specifications furnished to Contractors. An additional nonrefundable fee will be charged for each set of Plans and Specifications furnished that are requested to be mailed to Contractors.

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 Agency to ensure performance (Public Contract Code 22300).

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

The Contractor will be required, per Public Contracts Code, Section 3300 and for this contract, to have a State of California contractor's license classification B - General Building Contractor. **A mandatory pre-bid job walk will be held on May 12, 2011 at 9:00 AM, meeting at 21091 Rider Street, Perris, California. No bids will be accepted from bidders who have not attended the pre-bid job walk.**

Request For Information deadline is May 25th 2011 at 10:00 AM.

For further information, contact Rebecca Tsagris at the Redevelopment Agency for the County of Riverside, located at 3403 10th Street, Ste 400, Riverside, CA 92501 whose telephone number is (951) 955-8764.

Dated: April 26, 2011

KECIA HARPER-IHEM
Clerk of the Board
By: **Cecilia Gil**, Board Assistant
4/29, 5/5

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Dated: April 26, 2011

KECIA HARPER-IHEM
Clerk of the Board
By: Cecilia Gil, Board Assistant

REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE

PROJECT MANUAL

FOR

MEAD VALLEY LIBRARY

Prepared By



4280 Latham Street
Suite H
Riverside, CA 92501

o: 951/682-0470
f: 951/682-1801
dlrgroup.com | wwcot.com

Project Number: 75-10621-00

APRIL 2011

FORM APPROVED COUNTY COUNSEL

BY Y. Victor 4/14/11
MARSHAL VICTOR DATE

APR 26 2011 4.2 p/s

4/26/2011

4.2

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INSTRUCTIONS TO BIDDERS

- A. **COMMUNICATION:** All communication **will be in writing**, no phone calls or other verbal communication will be allowed.

Bidders may submit questions or request clarifications of any aspect of the proposal process or proposed construction on the form provided titled "Request for Information" (RFI). RFI's may be faxed, mailed or delivered to the person designated as the contact. All RFI's and the Owner's answers to RFI's will be compiled, emailed or faxed and mailed to all registered bidders as soon as possible. **To be considered, all RFI's shall be submitted in writing by 10:00 AM, May 25th, 2011.** The person submitting the request will be responsible for its prompt delivery.

All requests shall be submitted as single RFI's for one particular question or subject. Multiple requests per form may or may not be considered at the discretion of the Owner or Owner's representative.

- B. **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. Sets may be purchased from PlanIT Reprographics, 3398 Mission Inn Avenue Riverside, CA 92501, 951-683-2600, Attn: James Richardson. All fees are due at the time of request and must be paid by check or money order made payable to "PlanIT Reprographics". There will be a non-refundable charge per set. Bidders requesting that sets be mailed or shipped to them will be charged the full cost of shipping.
- C. **FORM OF THE PROPOSAL:** The proposal must be made on the attached Contractors 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 Sections 4100 - 4114, inclusive.

- D. **SUBMISSION OF PROPOSAL:** Signed copies of each Proposal shall be sealed in an opaque envelope. The envelope shall bear the bidders name and shall be marked:

*PROPOSAL FOR THE CONSTRUCTION OF
Mead Valley Library

Project Address:
NE Corner of Clark Street and Oakwood Street
Mead Valley in Perris, CA

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.

- E. **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.
- F. **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 addendum shall be listed on the Contractors Proposal in the space provided.
- G. **OWNERS 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 or the opening thereof.
- H. **BIDDERS 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 & Performance bonds 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 bidders 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 necessary to obtain new bids on the said work. The check or bond shall, in addition, be held subject to all other damages suffered by the Owner, as set forth in

the contract documents. Said check or bond will be returned upon the close of the period mentioned in Paragraph G above, and to the successful bidder upon execution of the contract documents.

NO BONDS WILL BE ACCEPTED UNLESS SUBMITTED ON FORM SUPPLIED BY OWNER.

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.

- J. **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.
- K. **PROMPT ACTION BY CONTRACTOR:** After the award of the Contract by the Owner, 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 Certificates of Insurance.
- L. **CAUTION TO BIDDERS:** Prospective bidders are cautioned not to merely examine the plans and specifications in making their bid, since requirements are imposed upon the contractor by various other portions of the Contract Documents.
- M. **PERFORMANCE AND PAYMENTS BONDS:** Bidders attention is directed to the requirement that both the Performance and Payment Bonds are one hundred percent (100%) of the contract price.
- N. **BIDDERS QUALIFICATIONS:** To be considered, a potential bidder must have a State of California contractor's license classification B – General Building Contractor, as required under provisions of Public Contracts Code Section 3300, and the California Business and Professions Code, for work covered in its proposal when a bid is submitted. This includes a joint venture formed to submit a bid.
- O. **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.
- P. **TIME OF COMPLETION:** Time of completion of project is three hundred ninety-five (395) calendar days from the date specified in the NOTICE TO PROCEED issued by the Owner.
- Q. **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 REDEVELOPMENT AGENCY FOR 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 and the Supplementary General Conditions for the Construction of the Mead Valley Library, 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 \$ _____

For the **Grand Total of Base Bid and all Alternates** _____ dollars (\$ _____), including all applicable taxes, permits, licenses, **AND Course of Construction Insurance.**

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

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

AWARD OF CONTRACT

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

BID GUARANTEE

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

Name of Bidder: _____

Type of Organization: _____

Signed By: _____

Title of Signer: _____

Address of Bidder: _____

Telephone No.: _____

Contractor's License No.: _____

Classification: _____ Expiration Date: _____

Affix Seal

If

Corporation

LICENSURE STATEMENTS ARE MADE UNDER PENALTY OF PERJURY

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

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

State of California) ss.
County of Riverside)

_____, being first duly sworn, deposes and says:

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

Signature

Subscribed and sworn to before me this _____ day of _____, 2011.

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 Redevelopment Agency for 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 construction of the Mead Valley Library Project.

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 _____, 2011, 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

The rate of premium on this bond is _____ per thousand. Total amount of premium charged, \$ _____.

(The above must be filled in by corporate surety.)

AGREEMENT FORM

THIS AGREEMENT, entered into this _____ day of _____, 2011, by and between _____, hereinafter called the "Contractor", and the Redevelopment Agency for 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 construction of the **Mead Valley Library** project. In strict accordance with the Plans and Specifications dated May 2011 prepared by DLR Group WWCOT 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 ninety-five (395) 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, alternates ____, ____, ____, 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: _____

Affix Seal
If
Corporation

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 Directors

Attest: Clerk - Board of Supervisors

By: _____

Title: _____

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 _____, 2011 between Principal and Redevelopment Agency for the County of Riverside, 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:

Mead Valley Library

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 _____ 2011.

(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)

Affix Seal
if
Corporation

Affix
Corporate
Seal

PERFORMANCE BOND

The makers of this Bond, _____, as Principal, and _____ as Surety, are held and firmly bound unto the Redevelopment Agency for the 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 _____, 2011 for Mead Valley Library.

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 _____, 2011.

(Firm Name - Principal)

(Business Address)

Affix Seal
if
Corporation

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

(Title)

(Corporation Name - Surety)

(Business Address)

Affix
Corporate
Seal

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

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

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

Labor Code Section 3700

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

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

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

Principal

Principal

Title

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

GENERAL CONDITIONS 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 Agency 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 Agency. Upon receipt of the Notice of Completion, the Contractor will be relieved of the duty of protecting the work, and the Agency 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 Agency for the design of this Work, as designated on the title sheet of these specifications and Contract Documents.

BENEFICIAL OCCUPANCY - The right of the Agency 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.

AGENCY - The term Agency when used herein shall mean the Board of Directors of the Redevelopment Agency for the County of Riverside, a public body corporate and politic in the State of California.

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 Agency 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 Agency 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 Agency during the progress of the Work, which are accepted by the Agency.

CONTRACTOR'S AGENT - The representative of the Contractor, approved by the Agency, who shall be present at the Work and be authorized to receive and act upon instructions from the Agency 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 Executive Director of the Redevelopment Agency for the County of Riverside or 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 Agency 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 Agency 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 Agency 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 Agency, 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 Directors alone have the power to bind the Agency 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 Agency; with the exception of the assignments to Agency 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 Agency 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 Agency all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final acknowledgement by the parties.

1.4 STANDARD REFERENCES

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

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

1.5 PERMITS, LICENSES, FEES & TAXES

1.5.1 AGENCY'S RESPONSIBILITIES

a. The Agency 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 Agency will furnish, at no expense to the Contractor, all on-site inspection of the Work and will 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 Agency'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 Agency, the Contractor shall submit all licenses, permits, and certificates of inspection to the County and Agency.

1.6 SEPARATE CONTRACTS

1.6.1 The Agency 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 execution of all work and shall not interfere with material, appliances or workmen of the Agency or any other contractor engaged by the Agency at the site of the Work. In case of disagreement regarding such use, the matter shall be referred to the Agency whose decision relative to said use shall govern.

1.6.2 The Contractor shall afford the Agency 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 on the proper execution or results upon the work of the Agency or any separate contractor, the Contractor shall inspect and promptly report to the Agency 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 Agency'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 Agency because of any damage alleged to have been so sustained, the Contractor agrees to indemnify and defend the Agency in such proceedings with the Agency retaining the right to select and hire independent counsel for the Agency 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 AGENCY'S AUTHORIZED REPRESENTATIVE, INSPECTOR(S), & ARCHITECT

1.7.1 AUTHORIZED REPRESENTATIVE

The Agency 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 Agency.

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 Agency 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 Agency has retained an Architect for this project. The Architect will advise and consult with the Agency, and the Agency will issue instructions to the Contractor. The Architect will be requested to interpret the requirements of the Contract. When requested by the Agency, 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 Agency. 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 Agency 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 Agency 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 Agency 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 and Agency 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 Agency 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, the Agency, their 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 and or Agency property, or used in any manner on behalf of the Agency, 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, Agency, their 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 and or Agency 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, AGENCY, and 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 AGENCY 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 AGENCY. AGENCY RETAINS THE RIGHT TO CHOOSE TO USE ITS OWN COURSE OF CONSTRUCTION PROGRAM. If the AGENCY 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 AGENCY 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 Redevelopment Agency for 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, the Redevelopment Agency for the County of Riverside, their 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 Redevelopment Agency for 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 Redevelopment Agency for 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 Redevelopment Agency for 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 and or AGENCY'S insurance and or deductibles and or self-insured retentions or self-insured programs shall not be construed as contributory.

The Redevelopment Agency for the County of Riverside's Reserved Rights-Insurance. The Redevelopment Agency for 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 and Agency, their 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 and or AGENCY or any officer or employee of said COUNTY, other than the sole active negligence or willful misconduct of COUNTY and or AGENCY-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 and or AGENCY-its Directors and Officers, Specials 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 and or Agency, or County's officers, agents, employees, or independent contractors, CONTRACTOR, upon notice from Agency, shall defend the same at Contractor's expense by counsel satisfactory to Agency.

2.4.3 Agency shall promptly notify Contractor of any claim, action, or proceeding against County and or Agency, 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 and or Agency shall cooperate fully in the defense of such claim, action, or proceeding.

2.4.4 Neither the County nor the Agency shall 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 Agency.

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 Agency. The Contractor shall promptly report in writing to Agency 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 Agency, Contractor shall be responsible for the resultant losses, including, without limitation, the costs of correcting defective work.

3.1.4 The Agency 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. The Contractor 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 Agency. Any bench marks or monuments that are lost or destroyed shall be replaced by the Contractor subsequent to notification and approval from Agency.

3.2 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

3.2.1 The Contractor acknowledges by submission of his/her bid that he is satisfied 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 Agency.

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 Agency before any work affected thereby has been performed. Failure to notify the Agency before starting work will be considered acceptance by the Contractor. Where doubts as to dimensions exist, Agency shall determine the correct dimensions.

ARTICLE 4 SPECIFICATIONS AND DRAWINGS

4.1 GENERAL

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 Agency 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, two final sets of mylars of project record documents and specifications shall be submitted to the Agency by the Contractor.

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 Agency, 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 Agency 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 Agency 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 Agency.

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) Agency-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 Agency'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. Agency, 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 Agency, Contractor shall remove and replace or adjust work which is not in accordance with the instructions from Agency 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. Agency may charge back to the Contractor, time and expense associated with RFI's, as may be reasonably determined by the Agency to be unnecessary.

4.3.2 ADDITIONAL DETAILED INSTRUCTIONS

a. The Agency 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 Agency, 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. Agency will then consider such notice and, if in its judgment it is justified, the Agency 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 Agency 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 Agency 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 Agency 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 Agency 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 Agency, 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 Agency 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 Agency.

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 Agency 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 Agency. 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 Agency 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 Agency.

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 Agency. Samples which do not meet specification requirements will be rejected. Requests for testing of additional samples by Contractor may be made by the Agency 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 Agency 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 Agency.

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 Agency shall be the sole judge as to such matters. In the event that the Agency 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 Agency 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 Agency. When specifically requested by the Agency, 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 Agency's authorized representative, and shall be made without additional cost to the Agency, 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 Agency 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 Agency and Contractor.

6.1.2 If, in the opinion of the Agency, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, without additional cost to the Agency.

The Contractor shall submit any supplementary schedule or schedules in CPM form as the Agency 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 Agency'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 Agency, 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 Agency. It is and will be impracticable and extremely difficult to ascertain and determine actual damage which Agency will sustain by reason of such delay; and it is therefore agreed that Contractor will pay to Agency 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 Agency 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 Agency 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 Agency in writing of such delay and its cause, in order that the Agency 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 Agency, 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 Agency at the time of their occurrence and found by the Agency 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 Agency 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 Agency, after receipt of such justification and supporting evidence, shall make its finding of fact. The Agency's decision shall be final and conclusive and the Agency will advise the Contractor in writing of such decision. If the Agency finds that the Contractor is entitled to any extension of Contract time, the Agency'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 Agency'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 Agency 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 Agency.

8.2 SUPERVISION

8.2.1 Within seven (7) days after the Notice to Proceed, the Contractor shall provide to the Agency 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 Agency. The Project Superintendent shall not be changed except with the consent of the Authorized Representative of Agency, unless the Superintendent proves to be unsatisfactory to the Contractor or ceases to be in his employ. The Agency 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 Agency 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 Agency. 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 Agency.

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 Agency'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 Agency. 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 Agency 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 Agency, 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 Agency shall notify the Contractor, who shall indemnify and hold harmless the Agency 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 Agency.

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 Agency. 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 Agency 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 Agency and without Agency 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 Agency, 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 Agency 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 Agency holidays and no work shall be performed outside of normal working hours without the prior written consent of the Agency. In any event, all work shall be subject to approval of the Agency. Prior to start of such work, the Contractor shall arrange with the Agency 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 Agency holidays, and such requests are granted, the Contractor shall bear all extra expense to the Agency for inspection and other incidental expenses caused by such overtime work. If contractors are requested, in the interest of the Agency, to work overtime by the Agency, or if overtime work is specifically required by these specifications, all extra expense of inspection will be paid by the Agency.

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 Agency, 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 and or Agency until authorized to remove them. If such marks are destroyed by the Contractor before their removal is authorized, the Agency 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 and or Agency premises to areas authorized or approved by the Agency.

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 Agency and shall be built with labor and materials furnished by the Contractor without expense to the Agency. 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 Agency, 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 and or Agency. Upon completing the Work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Agency.

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 Agency 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 Agency.

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 and Agency.

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 Agency 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 Agency.

ARTICLE 10 AGENCY/COUNTY-FURNISHED PROPERTY

10.1 AGENCY and or COUNTY -FURNISHED PROPERTY

10.1.1 The Agency and or 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 Agency 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 Agency.

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 Agency.

ARTICLE 11 BENEFICIAL OCCUPANCY

11.1 BENEFICIAL OCCUPANCY

11.1.1 The Agency shall have the right to take possession of or use any completed or partially completed portion of the Work. The Agency'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 Agency 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 Agency's

possession or use. If Contractor believes the partial possession or use by the Agency 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. Agency will then consider such request and, if in its judgment it is justified, the Agency will modify the contract in writing accordingly. In the event the Contractor disagrees with the Agency'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 Agency. The Agency 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 Agency inspections and tests are for the sole benefit of the Agency 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 Agency after Acceptance regarding latent defects, gross mistakes, fraud or the Agency's rights under any warranty or guarantee.

12.1.3 The presence or absence of an Agency 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 Agency'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 Agency. The Agency 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 re-inspection 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 Agency not to conform to contract requirements, unless in the public interest the Agency 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 Agency 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 Agency 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 Agency 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 Agency of its readiness for inspection and without the approval or consent of Agency. Should any such work be covered up without such notice, approval, or consent, it must, if required by Agency, be uncovered for examination at the Contractor's expense.

12.1.8 The Contractor shall notify the Agency at least one (1) work day in advance of the time scheduled for the inspection. Should the Contractor fail to notify the Agency 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 Agency. Should the Contractor request acceptance of such rejected work the Agency 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 Agency after receipt of such certification if the Agency approves of such certification.

12.1.9 If the Contractor does not promptly replace or correct rejected work, the Agency 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 Agency 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 Agency will pay for initial testing services specified to be performed by the Agency. 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 Agency 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, County of Riverside or City, such work shall be subject to inspection by the officials of such entities and it must pass inspection, in addition to Agency 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 Agency 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 Agency 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 Agency 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 Agency that the Work is complete, nor Acceptance thereof, shall operate as a bar to Agency'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 Agency 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 Agency. 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 and or Agency -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 Agency 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 Agency 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 Agency 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 Agency for extra architectural services required in the enforcement of Contractor's guarantee after Acceptance of the Work shall be paid to the Agency by the Contractor.

14.1.6 In the event of any emergency constituting an immediate hazard to health or safety of County and or Agency employees, property, or licensees, when caused by work of the Contractor that is not in accordance with the Contract requirements, the Agency 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 and Agency, unless directed otherwise by the Agency; and
- c. Enforce all warranties for the benefit of the County and Agency, unless otherwise directed by the Agency.

14.1.8 This warranty shall not limit the Agency'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 Agency shall order the Contractor to provide such dust control. If the Contractor does not comply promptly with such order, the Agency 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 Agency. The Agency shall not be held responsible for schedule delays due to actions taken by Agency 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 Agency 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 Agency, 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 and or Agency 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., 1st 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 Agency, 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 Agency 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 Agency 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 Agency or 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 Agency, 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 Agency.

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 Agency, 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 Agency.

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 Agency 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 Agency 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 Agency 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 Agency.

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 Agency, 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 Agency.

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 Agency, either:

- a. Substitute any persons as subcontractors in place of the subcontractors designated in his original bid without the consent of Agency. (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 Agency 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 Agency reserves the right to make changes in the work without impairing the validity of the Contract. The Agency 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 Executive Director of the Redevelopment Agency for the County of Riverside in the manner and amounts specified by Board Policy B-11.
- c. By written authorization, issued by the Executive Director of the Redevelopment Agency for the County of Riverside, 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 Agency, 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 Agency 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 Agency 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 Agency's estimate of cost. If the change is issued based on the Agency 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 Agency's estimate was in error.

19.1.5 If the Agency 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 Agency may issue a Construction Change Directive and the contractor shall proceed with the work. The Agency 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 Agency's estimate, a change order will be issued by the Agency. If no agreement can be reached, the Agency 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 Agency, 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 Agency agrees, a proposed change order will be issued on the Agency'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 Agency, except that when, in the opinion of the Agency, 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 Agency 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 Agency'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 Agency 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 Agency 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 Agency 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 Agency 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 Agency, 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 Agency.

- (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 Agency.
- (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 Agency.

b. Change Orders:

- (1) Change orders shall be prepared in accordance with the project contract.
- (2) No insurance costs are paid by Agency, 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 Agency, and approved by the Agency. 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 Agency, and approved by the Agency. 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 Agency.
- (6) Material transportation costs are paid by Agency when justified in the opinion of the Agency, and approved by the Agency'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 Agency. 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 Agency 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 Agency.

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 Agency shall pay the Contractor the price as provided in this Contract.

20.1.2 The Agency shall make progress payments monthly as the Work proceeds, on estimates approved by the Agency. The Contractor shall furnish a breakdown of the total contract price, in a format provided by the Agency, 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 Agency 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 Agency 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 Agency will review the requested percentage of completion for each activity. The payment request will be in the format as provided by the Agency and will refer to the schedule.

20.1.6 Upon receipt of a payment request, the Agency 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 Agency 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 Agency to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which the Agency 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 Agency, 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 Agency 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 Agency 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 Agency, the Agency 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 Agency, 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 Agency, 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 Agency to require the fulfillment of all of the terms of the contract.

20.2 FINAL PAYMENT

20.2.1 GENERAL

- a. The Agency 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 Agency 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 Agency, to indemnify him against any lien.

20.2.2 FINAL CERTIFICATE FOR PAYMENT

- a. When the work is ready for acceptance by the Agency, Agency will certify and submit to the Board of Directors 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 Agency 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 Agency shall so certify authorizing the final payment.

20.2.3 FINAL PAYMENT

- a. After Acceptance of Work, the Agency will submit to Contractor a statement of the sum due Contractor under this contract, together with Agency 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 Agency, 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 Agency of non-compliance with any requirement of this Contract, fails to promptly initiate appropriate action to comply with the specified requirement, the Agency 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 Agency 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 Agency may designate, and the Agency 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 Agency 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 Agency 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 Agency 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 Agency shall immediately serve written notice thereof upon the surety and the Contractor, and the Agency 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 Agency for any excess cost occasioned the Agency thereby, and in such event the Agency 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 Agency may, without prejudice to any other right or remedy, terminate the Contract.

b. The Agency may terminate performance of work under this Contract in whole or in part, if the Agency determines that a termination is in the Agency's interest. The Agency 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 Agency, 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 Agency, 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 Agency, transfer title and deliver to the Agency (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 Agency.
- (6) Complete performance of work not terminated.
- (7) Take any action that may be necessary, or that the Agency 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 Agency has or may acquire an interest.
- (8) Use its best efforts to sell, as directed or authorized by the Agency, 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 Agency. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Agency under this

contract, credited to the price or cost of the work, or paid in any other manner directed by the Agency.

d. After termination, the Contractor shall submit a final termination settlement proposal to the Agency in the form and with the certification prescribed by the Agency. 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 Agency 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 Agency 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 Agency fail to agree on the whole amount to be paid the Contractor because of the termination of work, the Agency 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 Agency 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 Agency 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 Agency shall exclude from the amounts payable to the Contractor the fair value, as determined by the Agency, 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 Agency.

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 Agency 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 Agency.

j. If the termination is partial, the Contractor may file a proposal with the Agency for a Change Order of the price(s) of the continued portion of the Contract. The Agency 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 Agency.

k. The Agency 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 Agency 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 Agency 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 Agency, 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 Agency, 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 Agency may request a Profit & Loss statement and supporting documentation from Contractor. If requested, such documentation must be submitted for the Agency 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 Agency, 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 Agency shall provide notification to the Contractor within a reasonable time after receipt of any third-party claim relating to the Construction Contract.

REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE

PROJECT MANUAL

FOR

MEAD VALLEY LIBRARY

Prepared By



4280 Latham Street
Suite H
Riverside, CA 92501

o: 951/682-0470
f: 951/682-1801
dlrgroup.com | wwcot.com

Project Number: 75-10621-00

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END OF SECTION

SECTION 01 11 00

SUMMARY OF WORK

PART 1 - GENERAL

1.01 SUMMARY: The Work includes the complete site work and construction of the:

MEAD VALLEY LIBRARY
PERRIS, CALIFORNIA

in strict conformance with the Drawings and Project Specifications prepared by:

DLR Group WWCOT
Architecture Engineering Planning Interiors
4280 Latham Street, Suite H
Riverside, California 92501
Tel: 951.682.0470
Fax: 951.682.1801

1.02 WORK NOT IN THE CONTRACT: "NIC" means "Not In Contract". The following portions of the Work will be provided by Owner under separate contract or other arrangement:

- A. Portable furnishings and equipment except as shown or specified.
- B. All other items indicated or specified as NIC.

1.03 PERFORMANCE REQUIREMENTS FOR COMPLETED WORK: The Contract Documents show the intended occupancy and use of the construction, and individual systems and facilities. Compliance with governing regulations is intended and required for the Work and for the Owner's occupancy and use.

1.04 DISCREPANCIES: In the event of a discrepancy between small scale drawings and large scale details, or between the Drawings and Specifications, or within the Specifications, immediately bring the discrepancy to Architect's attention for decision before proceeding with the particular Work involved. Work carried out disregarding this instruction is subject to removal and replacement at the expense of the Contractor.

1.05 MINIMUM QUALITY AND QUANTITY: In each instance, quality level or quantity indicated or specified is intended as a minimum for the Work to be performed or provided. Except as otherwise indicated or specified the actual Work may comply exactly with that minimum (within specified tolerances) or may exceed that minimum within reasonable limits. In complying with requirements, indicated numeric values are either minimums or maximums as noted or as appropriate for context of requirements. Refer instances of uncertainty to Architect before proceeding.

END OF SECTION

SECTION 01 31 00**PROJECT COORDINATION****PART 1 - GENERAL**

- 1.01 SUMMARY: This Section covers general requirements for Contractor's responsibility for all Project coordination.
- 1.02 PROJECT COORDINATION PROCEDURES: Without limitation, Contractor duties include:
- A. Coordination: Coordinate the Work of all Subcontractors. Allocate spaces for temporary structures furnished by Subcontractors, monitor the use of temporary utilities, and administer traffic and parking controls. Establish on-site lines of authority and communication.
 - 1. Schedule and conduct progress meetings with the Owner and Architect (refer to Section 01 31 19).
 - 2. Use sequentially numbered and dated forms to document requests for information and clarification (refer to Section 01 31 19).
 - 3. Resolve conflicts which may develop among Subcontractors and vendors over access to and the use of the restricted spaces available for construction activities, materials, and equipment.
 - B. Staff: Furnish and maintain during the Contract Time a competent staff of experienced construction administrative, and supervisory personnel in sufficient numbers to meet the Contract completion date.
 - C. Separate Contracts: Cooperate with other contractors, if any, performing work at project site under separate contracts.
 - D. OFCI Items: Cooperate and coordinate with Owner in accommodating any Owner-furnished materials, furnishings, or equipment, and its installation.
 - E. Construction Schedule: Prepare detailed Construction Schedule for all Subcontractors and for the entire Work, monitor the Construction Schedule as the Work progresses, and revise the schedule at the appropriate intervals to reflect actual progress.
 - F. Schedule of Values: Furnish a detailed breakdown of total Contract Sum organized by construction activity or Specification index.
 - G. Changes: Recommend the necessary or desirable changes in the Work to the Architect. Review Subcontractors requests for changes and substitutions. Submit recommendations to Architect. Process Change Orders.
 - H. Permit and Fees: Verify that the Subcontractors have obtained permits for all required inspections. Verify that all applications for permits, inspections, temporary facilities, and permanent utilities are processed in a timely fashion.
 - I. Submittals: Review the Shop Drawings, Product Data, Equipment Data, and Samples submitted to Contractor by Subcontractors for compliance with Contract Documents in accordance with Section 01 33 00 before submitting to the Architect.

- J. Interpretation of Documents: Consult the Architect for interpretations of the Contract Documents, assist in resolution of questions which may arise, and transmit resolved interpretations in writing to all the concerned parties.
- K. Existing Facilities: Unless otherwise shown or specified locate, identify, protect and maintain existing water, gas, sewer, irrigation, and storm drain lines; lighting, power, and telephone conduits and wires; and all other existing surface or sub-surface structures and improvements. Do not disturb, disconnect, or damage any of these improvements during progress of the Work. Maintain all existing planting and trees which are to remain. The Contractor shall satisfactorily repair or replace, at its expense, damage to existing improvements of all kinds, and to adjacent private and public property or rights-of-way, that results directly or indirectly from its operations.
- L. Embedded Items: Coordinate furnishing and placing of embedded items, such as anchors, sleeves, and blockouts, with formwork, reinforcing steel, masonry, and other involved construction.
- M. Cleaning: Verify that specified cleaning is performed during progress of the Work and at completion of each stage of the Work.
- N. Start-Up: Direct checkout of utilities, operating systems and equipment, assist initial start-up testing, record the operation start dates of systems and equipment, and submit to the Architect written notice of completion of start-up operations and placing of equipment in service.
- O. Substantial Completion: Upon determination of Substantial Completion of the Work, or a designated portion thereof, prepare for the Architect a list of incomplete or unsatisfactory items. Upon the Architect's certification of the Date of Substantial Completion, supervise the correction and completion of the Work as determined necessary by the Architect.
- P. Final Completion: Upon determination the Work is finally complete, submit written notice to Architect the Work is ready for final inspection. Secure and transmit to the Architect all required closeout submittals including, without limitation, operations and maintenance data, manuals, Record Documents, and other required documents, and confirm delivery to the Owner of spare parts, extra materials, and maintenance materials.

PARTS 2 AND 3 - PRODUCTS AND EXECUTION (Not Applicable)

END OF SECTION

SECTION 01 31 13**COORDINATION****PART 1 - GENERAL**

1.01 Related Documents

- A. Contract General Conditions
- B. Section 01 33 00: Submittal Procedures.

1.02 Summary

- A. Section includes: Requirements for Project coordination and electrical and mechanical coordination or "tight" conditions involving work of the project.

1.03 Project Coordination

A. General

1. Contractor shall coordinate the work and shall not delegate responsibility for coordination to any subcontractor or other party.
2. Anticipate the interrelationship of all subcontractors and suppliers and their relationship with the total Work.
3. Resolve differences or disputes between subcontractors and material suppliers concerning coordination, interference, or extent of work between specification sections and/or trades. The Architect and Riverside County are not required to coordinate work between trades or sections and will not do so.
4. Coordinate the work of subcontractors and material suppliers, so that their work performed in a manner to minimize interference with, and to facilitate the progress of the work.
5. Provide necessary anchorage, blocking, joining and other detailing as required to provide a complete project.
6. Do not obstruct spaces required by Code in front of electrical equipment, mechanical equipment, entrances, access doors, etc.
7. Do not cover any piping, wiring, ducts, etc., until properly inspected and approved and until proper certificates have been issued.
8. Remove and replace work performed under any section which is not in accordance with the Contract Documents with materials and workmanship which conforms with the Contract Documents. Repair or replace all other work damaged as a result of the aforementioned repairs at no increase in contract price.
9. Coordinate the Work of this Contract with work performed under separate contract as necessary and appropriate. The Work of this Contract shall be coordinated with all associated work in a manner that will insure that all work will be accomplished as rapidly as the progress of the project will permit, and so that no work will be delayed for want of

associated work.

A. Coordination Drawings

1. Coordination Drawings are defined as scaled, dimensioned drawings of the interdisciplinary systems and elements of the building and its construction. The purpose of the drawings shall be to determine the actual fit of all the elements.
2. Work out all "tight" conditions involving work of various specification sections in advance of installation of the work. Before proceeding, prepare Coordination Shop Drawings for review showing all work in tight areas.
3. Prepare Coordination Drawings detailing equipment layouts, relationship of equipment and required clearances at each mechanical, electrical and communication room. Identify spatial constraints and proposed modifications to mitigate same.
4. Provide Coordination Drawings and modifications necessary to overcome tight conditions at no increase in contract price. Refer to section 01 33 00 for shop drawing submittal requirements.
5. Coordination Drawings shall be dimensionally accurate and detailed, giving complete dimensions of all locations, elevations and clearances. Show exact locations of the following:
 - a) Ductwork.
 - b) Piping, including plumbing, fire protection and hydronic systems.
 - c) Valves and piping specialties, including all air vents and drains.
 - d) Dampers.
 - e) Access doors.
 - f) Control and electrical panels.
 - g) Adjustable frequency controllers.
 - h) Disconnect switches.
 - i) Electrical and communication cable trays and conduits.
 - j) Structural footings, walls, beams, columns, etc. which pose potential conflicts with required and/or specified horizontal and vertical dimensions.
 - k) Architectural elements or elevation requirements conflicting with available interstitial space between ceiling and structure above.
 - l) Equipment furnished under separate contract.
6. Coordination Drawings shall show actual architectural and structural constraints and site

conditions.

7. Coordination Requirements:
 - a) Fully coordinate work between trades with actual architectural, structural and site conditions.
 - b) Coordinate all adjustments required. Clearly identify by circling or otherwise highlighting these adjustments on the Coordination Drawings.
 - c) If Contractor has specific questions regarding coordination of the work of specific trades with the installation with structural, architectural and site conditions, submit same with appropriate shop drawings documenting areas in question with Contractor's proposed installation.
8. Preparation and submission of Coordination Drawings:
 - a) Prepare reproducible drawings.
 - b) Submit to each trade for review of space allocated to each trade.
 - c) Review comments and requested revisions/alterations with each trade. Make revisions to drawings as deemed necessary by Contractor.
 - d) Submit to Architect for review (through a Riverside County Representative).
 - e) Review of Coordination Drawings by Architect is for verification that Contractor has performed coordination work as specified herein only. Architect's review does not include verification of exact dimensions, clearances, arrangements, and/or compliance with codes.
9. Final Coordination Drawings shall show that all trades affected have made reviews and shall be signed by each trade at completion of coordination.
 - a) Contractor is to ensure that each trade has coordinated work with other trades.
 - b) Include stamp with labeled space for each trade to sign on each submittal indicating that shop drawing has been coordinated.
 - c) No coordination shop drawing will be reviewed unless stamped and signed by Contractor certifying coordination assurance.
10. Coordination Drawings showing work of all trades are required; individual trade coordination drawings will not be accepted. A single integrated shop drawing set shall be produced, including pertinent information from each trade.

END OF SECTION

SECTION 01 31 19**PROJECT MEETINGS****PART 1 - GENERAL**

1.01 SUMMARY: This Section covers general requirements for project meetings.

PART 2 - PRODUCTS (Not Applicable to This Section)**PART 3 - EXECUTION**

1.02 PROJECT MEETINGS:

A. Attendees: Unless otherwise specified or required by Owner, meetings shall be attended by Owner, Architect, Contractor, and Contractor's Superintendent. Subcontractors may attend meetings when involved in matters to be discussed or resolved but only when requested by the Owner, Architect, or Contractor.

B. Meeting Records: The Contractor shall record minutes of each meeting and furnish copies within a reasonable time thereafter to the Owner, Architect, and other attendees. Unless written objection to contents of the meeting minutes is received by Contractor within 10 days after presentation, it shall be understood and agreed that the minutes are a true and complete record of the meeting.

C. Meeting Schedule: Dates, times, and locations for various meetings shall be agreed upon and recorded at pre-construction meeting. Thereafter, changes to the schedule shall be agreed between the Owner and the Contractor, with appropriate written notice to all parties involved.

1.03 PRE-CONSTRUCTION MEETING:

A. General: Before issuance of Notice to Proceed, a pre-construction meeting shall be held at the location, date, and time designated by the Owner. In addition to attendees named herein, this meeting shall be attended by representatives of the regulatory agencies having jurisdiction, if required, and such other persons the Owner may designate.

B. Agenda: The matters to be discussed or resolved and the instructions and information to be furnished to or given by the Contractor at the preconstruction meeting include:

1. Schedule of progress meetings.
2. Construction schedule and schedule of values submitted by Contractor.
3. Communication procedures between the parties.
4. Names and titles of all persons authorized by Contractor to represent and execute documents for Contractor, with samples of all authorized signatures.
5. The names, addresses, and telephone numbers of all those authorized to act for the Contractor in emergencies.
6. Insurance policies or certificates to be furnished by Contractor prior to the start of Work.
7. Insurance policies to remain in force after final acceptance of the Work.
8. Construction permit requirements, procedures, and posting.
9. Notice to Proceed
10. Forms and procedures for Contractor's submittals.
11. Change Order forms and procedures.
12. Contractor's provisions and procedures to be used for its quality assurance and quality control of the Work.

13. Payment application forms and procedures and revised progress schedule reports to accompany the applications.
14. Contractor's designation of its organization's accident prevention member and the qualifications of the designee if other than the Superintendent.
15. Contractor's provisions for barricades, traffic control, utilities, sanitary facilities, and the other temporary facilities and controls.
16. Consultants and professionals employed by Owner and their duties.
17. Construction surveyor and initiation of surveying services.
18. Testing Laboratory or Agency, and testing procedures.
19. Procedures for payroll and labor cost reporting by the Contractor.
20. Procedures to ensure nondiscrimination in employment.
21. Warranties and guarantees.
22. Other administrative and general matters as needed.

1.04 CONSTRUCTION PROGRESS MEETINGS: Progress meetings shall be held according to an agreed schedule. All matters bearing on progress and performance of the Work since preceding progress meeting shall be discussed and resolved including, without limitation, any previously unresolved matters, deficiencies in the Work or methods being employed for the Work, and problems, difficulties, or delays which may be encountered.

1.05 SPECIAL MEETINGS: After notice to other parties, special meetings may be called by the Owner, Architect, or Contractor. Special meetings shall be held where and when designated by the Owner.

1.06 POST-CONSTRUCTION MEETING: This meeting shall be held prior to the final inspection of the Work to discuss and resolve all unsettled matters. Bonds and insurance to remain in force, and the other documents required to be submitted by the Contractor will be reviewed and any deficiencies determined. Schedule and procedures for the final inspection and for final correction of defects and deficiencies shall be agreed.

1.07 REQUESTS FOR INFORMATION (RFI): The Contractor shall deliver requests for information only to the Architect. In case all reasonable attempts to resolve an item in question have been unsuccessful, typewritten RFI's in the form which follows this Section will be accepted by the Architect at the Construction Progress Meetings. In no case will an RFI submitted by a Subcontractor or supplier directly to the Architect be responded to by the Architect.

END OF SECTION

SECTION 01 32 00**CONSTRUCTION PROGRESS DOCUMENTATION****PART 1 - GENERAL**

1.01 SUMMARY: This Section specifies the general requirements for construction progress documentation and supplements any such documentation required elsewhere in the Contract Documents.

1.02 SUBMITTALS: Refer to Section 01 33 00 for procedures.

A. Qualifications: Qualifications of the proposed photographer(s), or proposed photography firm, shall be submitted to Owner and Architect for review and approval. Submittal shall cover the experience record of each photographer who will perform photography at the site, and experience record of photography firm if applicable, in preparing architectural presentation type photographs and shall include examples of firm's or of each photographer's presentation quality color work in photographing buildings and sites.

PART 2 – PRODUCTS (Not Applicable)**PART 3 - EXECUTION**

3.01 CONSTRUCTION PROGRESS PHOTOGRAPHS: The Contractor shall employ and pay a professional commercial photographer to take and prepare progress photographs as specified. Unless otherwise specified, photographs prepared under this Section shall be 8" by 10" size in full color with gloss finish.

A. Labeling: Attach to the back of each photographic print a self-adhering label of adequate size and bearing typed or printed information as follows, in permanent and non-transferring ink. Labels shall not affect the quality of the photographs, adhesive or labeling shall not "bleed" through to photograph face, and labels shall be removable without damage to photograph paper. Labels may be a pre-printed type, subject to approval of a Sample. Label on each photograph shall contain the following information:

1. Date and hour the photograph was taken.
2. Serial number assigned by photographer for future reference.
3. Project and Owner names.
4. Name of Architect.
5. Location of photograph and, for exterior photographs and other views where applicable, the compass direction of the photograph.
6. Brief description of the photograph subject and its specific location where not obvious.
7. Such other information as may be required to fully identify the contents and subject matter of the photograph.

B. Photographs Required: Contractor shall submit following photographs with each Application for Payment, photographs taken not more than four days prior to the date of the Application, with each submittal consisting of 4 fully labeled color prints of each photograph:

1. Type and Number of Photographs:

- a. Exterior photographs of each building and/or site elevation, one at long range sufficient to encompass the entire elevation and one at medium range showing the principal construction operations. Include 2 different photographs of each elevation as approved by the Architect.
- b. Photographs showing site conditions during construction, locations and views as discussed with and approved by Architect, 6 photos in each submittal.
- c. Photographs of interior construction and finishing operations in progress, locations and subject matter discussed with and approved by the Architect in advance, 8 photographs.
- d. At time of Substantial Completion, 8 photographs of building exteriors and 4 photographs of designated interior features, all of architectural publication artistry and quality, with the views determined in advance with the Architect.

2. Additional Prints: After examining all the photographs in each submittal, the Architect will designate 6 photographs, of which the Contractor shall furnish 4 color prints of each in addition to the photographs required for submittals.

C. Negatives and Ownership: All photographs and all the original film negatives used in preparing the photographs shall be and remain the sole property of the Owner and shall not be used for any other purpose without the specific written permission of the Owner. The negatives shall be delivered to the Owner, each in an envelope customarily used commercially, each envelope identified the same as the photograph labels including the identifying serial number.

END OF SECTION

SECTION 01 33 00**SUBMITTAL PROCEDURES****PART 1 - GENERAL**

1.01 SUMMARY: This Section covers the general requirements and procedures for submittals.

A. Submittal Requirements In This Section:

1. Schedule of submittals and transmittals.
2. Deviations and revisions.
3. Contractor's review and approval.
4. Review, corrections, resubmittals, and approval.
5. Shop Drawings, Product Data, Equipment Data, and Sample submittals.
6. Manufacturers' instructions.
7. Materials furnished under standard specifications.
8. Certificates.

B. Submittal Requirements Not In This Section:

1. Project Closeout, Section 01 70 00.
2. Warranties and guarantees, Section 01 79 00.

1.02 SUBMITTAL REQUIREMENTS: Prepare and submit the submittals specified in this Section, under other Sections, or by Modifications except as otherwise indicated, specified, or directed. All submittals shall be correctly prepared, identified, and transmitted as specified herein, unless otherwise directed. Prepare submittals according to the requirements herein and as may be specified in other Sections.

- A. Conformance: Do not purchase or commence any Work covered by a submittal until the pertaining submittal is approved. Work shall conform to the approved submittals and all other requirements of the Contract Documents unless revised by Modification, in which case submit revised submittals as directed or required at no extra cost to the Owner. Do not start any related Work affected by Work covered in submittals until applicable submittals are approved, especially if machinery, equipment, piping, conduit, and required arrangements and clearances are involved.
- B. Schedule of Submittals: Progress Schedule submitted by the Contractor shall include an itemized listing of all required submittals with scheduled date for each submittal, and shall allow reasonable times for review by the Architect and the various Consultants plus time for delivery or return. Contractor shall consult with Architect regarding major and/or large submittals and time periods required by Architect for reviews prior to preparation of the Progress Schedule. No extension of the Contract Time will be granted because of Contractor's failure to make timely and correctly prepared and transmitted submittals with adequate and approved time allowance for the checking and review periods.
- C. Transmittals: Deliver all submittals with a dated and sequence numbered transmittal letter typed on Contractor's letterhead, noted as to the initial or resubmittal status, and describing the submittal contents. Submittals are not acceptable directly from Subcontractors, suppliers, or manufacturers. In each transmittal state the Drawing numbers and Specification Section, Articles, and Paragraphs to which the submittal pertains and identify all accompanying data, catalogs, drawings, sketches, and brochures in the same manner.

- D. Deviations: Notify the Architect in transmittals of all deviations from requirements of the Contract Documents. Fully describe each deviation and all other changes required to correlate the Work including related Work. State in writing variations in costs caused by each deviation and Contractor's assumption of costs for the deviation and of all related costs if a deviation is approved.
- E. Contractor's Review and Approval of Submittals: Each submittal upon which proper execution of the Work is dependent shall bear the Contractor's review and approval stamp, dated and signed by the Contractor in every case, certifying that the Contractor has (a) reviewed, checked, and approved the submittal and coordinated submittal contents with all requirements of the Work and the Contract Documents including related Work, (b) determined and verified measurements, quantities, field construction criteria, materials and equipment including catalog numbers and identifications, and similar data, or will do so, and (c) states that Work illustrated or described in the submittal is recommended by Contractor and that Contractor's warranty will fully apply thereto.
- F. Corrections and Resubmittals: Contractor shall make corrections required by Architect, resubmit corrected submittals until approved, direct attention in writing to all revisions other than corrections required on previous submittals, and state in writing all changes in costs for such revisions and assumption of all costs for revisions and related changes the same as required for deviations in Paragraph 1.02D, "Deviations".
- G. Contractor's Check of Returned Submittals: The Contractor shall check and review all submittals returned for correction and ascertain if required corrections result in extra cost above that included in the Contract, and shall give written notice to the Architect within 5 working days if, in Contractor's opinion, extra costs result from corrections. Contractor's failure to give such notice or starting of any Work covered by a returned submittal constitutes Contractor's waiver of claim for extra costs resulting from required corrections.
- H. Review Of Submittals By Architect: Submittals will be reviewed with reasonable promptness, but only for conformance with the design concept of the Project and with information indicated on the Drawings or specified. Approval of a separate item as such will not constitute approval of the assembly in which the item functions. Approval of any submittal shall not relieve the Contractor of responsibility for any deviation from requirements of the Contract Documents or for any revision in resubmittals unless Contractor has given written notice of such deviation or revision at time of submission or resubmission and written approval has been given to the specific deviation or revision. Contractor shall be solely responsible for errors or omissions in all submittals and for all the costs resulting from all such errors or omissions including compensation for additional services of Architect and Architect's consultants and engineers made necessary thereby (which responsibility of the Contractor shall survive termination of the Contract), whether or not the submittals are reviewed and approved by Architect, and be responsible for accuracy of dimensions and quantities, adequacy of connections, and the proper and acceptable fitting, execution, functioning, and completion of the Work.
- I. Incomplete Or Inadequate Submittals: Incomplete or inadequate submittals, including submittals not correctly transmitted, titled, and identified, or not bearing the Contractor's review and approval stamp, will be returned to Contractor without review.
- J. Interrelated Submittals: Unless preparation of any submittal information is dependent upon the approval of any prior submittal, all submittals pertaining to the same class or portion of the Work shall be submitted simultaneously.
- K. Expense: All cost for the preparation, correction, delivery, and return of submittals shall be borne by the Contractor.

- L. Delivery and Return: Deliver submittals to the Architect's office unless otherwise directed by the Architect. Contractor or an authorized representative shall obtain returned submittals at the Architect's office only; returned submittals will not be mailed or otherwise delivered to the Contractor.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

- 3.01 **SHOP DRAWINGS:** Prepare each submittal complete showing dimensions, design criteria, materials, connections, bases, foundations, anchors, and the like, and further including such technical and performance data as is necessary to confirm the information in the Shop Drawings. Prepare Shop Drawings of same size as the Drawings or on 8-1/2" by 11" 3-hole punched vellum sheets suitable for ozalid or xerox reproduction. Copies of the Contract Drawings marked to show Shop Drawing information are not acceptable. Each Shop Drawing shall have an adequate title block giving: (1) Name and address of the Work; (2) Name and address of Contractor; (3) Name and address of each Subcontractor, Subsubcontractor, item manufacturer, or supplier, as applicable; (4) Name and address of the Architect; (5) Date, scale of Shop Drawings, and the identification number; and (6) Contractor's review and approval stamp, dated and signed. Show dimensions and identify which are based on field measurements; identify materials, products, and equipment, and show compliance with specified standards; identify any deviations from the Contract Documents; and show how the submittal contents are coordinated to the adjoining and related Work.
 - A. Initial and Resubmittals: Submit Shop Drawings in sets consisting of the specified number of reproducible prints.
 - B. Correction and Approval of Shop Drawings: The Architect will mark notations, corrections, exceptions, or approval on submitted transparencies for return to Contractor. The Contractor shall resubmit in the same manner if Shop Drawings are not approved.
 - C. Final Distribution: The Contractor shall furnish and distribute prints of the approved Shop Drawings as required for performance of the Work.
- 3.02 **SAMPLES:** Unless otherwise specified, each Sample submittal shall include not less than two complete sets of Samples. One set of approved Samples and all disapproved Samples will be available for return to the Contractor. Any Samples of value retained by the Architect will be available for return to Contractor at completion of the Work if Contractor's first transmittal for the Sample requests its return. Approved Samples returned to Contractor may be installed in the Work if meeting all requirements of the Contract Documents, each location is recorded, and Samples bear temporary identification as such.
- 3.03 **PRODUCT DATA SUBMITTALS:** These submittals shall include complete lists of materials, catalog data and brochures, performance and technical data including characteristics, service history, and similar information to fully describe the products covered by the submittal.
 - A. Submittal Preparation: Bind each submittal copy with sturdy labeled cover and include typed index listing the contents. Loose unbound submittals will be returned unreviewed. For each item listed, include the manufacturer's name and address, trade or brand name, all conditions of the manufacturer's guarantee and warranty, information to fully describe each item, and supplementary information as may be required for approval. Mark cuts, brochures, and data to indicate the items proposed and intended use as required for transmittals in Paragraph 1.02C.

- B. Product Data Submittal Procedure: Unless otherwise specified, submittals shall consist of four bound copies; one copy will be returned to the Contractor marked to show required corrections or approval. If corrections or changes are required, final submittal shall include four bound corrected or revised copies.
- 3.04 EQUIPMENT DATA SUBMITTALS: Equipment data submittals, including complete technical, performance, and catalog data, are required for every mechanical and electrical equipment item proposed for the Work, each submittal bound, indexed, and containing information and data as specified in Article 3.03, "Product Data Submittals". Each submittal shall include information covering performance and operating curves, ratings, capacities, characteristics, power efficiency, each manufacturers' standard guarantees and warranties with the terms and conditions fully described, and all other information to fully illustrate and describe the items as may be specified or required for approval. Submit in sets which cover complete systems or functioning units. Unless otherwise specified or directed, submit equipment data as specified above under Subparagraph 3.03B, "Product Data Submittal Procedure". Where applicable, include the approved equipment data in and submit with the manuals specified in Section 01 70 00.
- 3.05 MANUFACTURERS' DETAILED INSTRUCTIONS: Submit the manufacturers' detailed preparation and installation instructions for various materials specified to be installed in accordance with such instructions to demonstrate the adequacy and completeness of the instructions. Furnish copies to all trades involved.
- 3.06 MATERIALS FURNISHED UNDER STANDARD SPECIFICATIONS: For various materials specified by reference to standard or reference type specifications, prepare and submit a list of such materials stating manufacturer's names and identifications to the extent requested by the Architect or Owner.
- 3.07 CERTIFICATES: Each certificate required by Contract Documents shall be signed by an officer, agent, or individual lawfully authorized to execute the certificate and such authority shall be cited in the certificate by description, title, or other acceptable evidence. Certificates shall be sworn and notarized as to correctness and validity of the contents, and all copies shall be notarized to be true copies. Deliver all certificates to Architect.

END OF SECTION

SECTION 01 35 14.01**LEED-NC 2009 CREDIT SUMMARY****PART 1 GENERAL**

1.01 PROJECT INFORMATION

- A. Project Name: Mead Valley Library
- B. City: Mead Valley
- C. State: CA

1.02 DEFINITIONS

- A. LEED Rating System: LEED-NC 2009 edition.
- B. Required: Achievement of this credit is essential for certification of this project.
- C. Preferred: Achievement of this credit would be desirable but is not mandatory.
- D. Not Required: Achievement of this credit is not expected or not possible for this project.
- E. See Section 01 3515 - LEED Certification Procedures, for contractor 's responsibilities.

PART 2 CREDIT SUMMARY

2.01 CERTIFICATION TO BE ACHIEVED: LEED Gold, requiring minimum of 60 points.

2.02 SUSTAINABLE SITES (SS): 19 Points To Be Achieved.

- A. SS Prerequisite 1 - Required - No points - Construction Activity Pollution Prevention.
 - 1. No modifications to the existing site are required.
 - 2. During Construction:
 - a. Preventive measures prescribed by local regulations will be followed .
 - b. Dust control and basic surface drainage are outlined in the General Conditions.
- B. SS Credit 1 - Required- 1 point - Site Selection.
 - 1. The project is not located on any of the inappropriate or environmentally sensitive lands defined for this credit.
- C. SS Credit 4.1 - Required - 6 points - Alternative Transportation: Public Transportation Access.
 - 1. The project is located on a site that meets the criteria for Option 2, Bus Stop Proximity.
- D. SS Credit 4.2 – Required – 1 point – Bike Storage and Changing Rooms
 - 1. Provide bike storage and/or storage within 200 yards of a building entrance for 3% or more of the building users.
- E. SS Credit 4.3 - Required - 3 points - Alternative Transportation: Low-Emitting & Fuel-Efficient Vehicles.
 - 1. Preferred parking spaces have been provided, in the quantity required.
- F. SS Credit 4.4 - Required - 2 points - Alternative Transportation: Parking Capacity.
 - 1. Preferred parking spaces have been provided, in the quantity required.
- G. SS Credit 5.2 – Required – 1 point – Maximize Open Space
 - 1. Provide vegetated open space equal to 20% of the project's site area.
- H. SS Credit 6.1 – Required – 1 point – Stormwater Design – Quantity Control

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1. Stormwater management plan protects receiving stream channel from excessive erosion and implement quantity control strategy.
- I. SS Credit 6.2 – Required – 1 point – Stormwater Design – Quality Control
 1. Stormwater management implements accepted Best Management Practices as outlined in the Reference Guide.
- J. SS Credit 7.1 – Required – 1 point – Heat Island Effect: Non-roof
 1. Strategies implemented to shade 50% of the site hardscape.
- K. SS Credit 7.2 - Required - 1 point - Heat Island Effect: Roof.
 1. The roofing design reduces thermal gradient differences by:
 - a. Using high reflectance and high emissivity roofing for at least 75 percent of roof area
 - 1) White thermoplastic sheet roofing meeting the requirements is specified in Section 07 5400.
- L. SS Credit 8 - Required - 1 point - Light Pollution Reduction.
 1. Appropriate interior lighting fixtures are specified in Section 26 5100.
 2. Lighting control devices for automatic control of lighting are specified in Section 26 0923.

2.03 WATER EFFICIENCY (WE): 6 Points To Be Achieved.

- A. WE Prerequisite 1 - Required - No points - Water Use Reduction, 20% Reduction.
 1. Appropriate high efficiency and/or waterless fixtures are specified in Section 22 4000.
- B. WE Credit 1.1 – Required – 2 points – Water Efficient Landscaping
 1. Reduce potable water use by 50% from midsummer baseline.
- C. WE Credit 3.3 – Required – 4 points- Water Use Reduction, 40% Reduction.
 1. Appropriate high efficiency fixtures are specified in Section 22 4000.

2.04 ENERGY & ATMOSPHERE (EA): 17 Points To Be Achieved.

- A. EA Prerequisite 1 - Required - No points - Fundamental Commissioning of Building Energy Systems.
 1. General commissioning requirements are specified in Section 01 9113.
 2. Commissioning of HVAC is specified in Section 23 0800.
- B. EA Prerequisite 2 - Required - No points - Minimum Energy Performance.
 1. The building envelope, HVAC, lighting, etc., have been designed to meet the criteria.
- C. EA Prerequisite 3 - Required - No points - Fundamental Refrigerant Management.
 1. New equipment: No CFC-based refrigerants are used in any equipment.
- D. EA Credit 1 - Required - 5 points - Optimize Energy Performance.
 1. The building envelope, HVAC, lighting, etc., have been designed to meet the criteria for the number of points indicated.
- E. EA Credit 2 – Required – 7 points – On-site Renewable Energy
 1. Use of on-site renewable energy to offset building energy costs by (min.) 13%.
- F. EA Credit 4 - Required - 2 points - Enhanced Refrigerant Management.
 1. No Halon is used in any equipment or extinguishing system.
 2. HVAC:
 - a. New Equipment: No refrigerants are used in any HVAC equipment.
- G. EA Credit 5.1 – Required – 3 points – Measurement and Verification
 1. Develop and implement a measurement and verification plan.

2.05 MATERIALS & RESOURCES: 5 Points To Be Achieved.

- A. MR Prerequisite 1 - Required - No points - Storage & Collection of Recyclables.
 - 1. Bins, waste cans, can crushers, etc., are considered furnishings and are therefore not part of the construction contract.
- B. MR Credit 2.1 - Required - 1 point - Construction Waste Management, Divert 50% from Disposal.
 - 1. Construction procedures and measurement of diverted waste are specified in Section 01 7419. This section requires the to perform the measurement and computation.
 - 2. Waste prevention and disposal procedures specific to certain types of work are specified in many sections.
- C. MR Credit 2.2 - Required - 1 point - Construction Waste Management, Divert 75% from Disposal.
 - 1. Same as for MR Credit 2.1, but increased quantity.
- D. MR Credit 4 - Required - 2 points - Recycled Content: 20% (post-consumer plus 1/2 pre-consumer).
 - 1. The definition of recycled content for the purposes of the contract documents is included in Section 01 6000; qualifying products do not include plumbing, HVAC, electrical, or communications equipment, piping, conduit, ductwork, or wiring.
 - 2. Concrete using recycled materials such as fly ash to replace Portland cement as much as possible while retaining strength and design requirements is specified in:
 - a. Section 03 3000 - Cast-in-Place Concrete.
 - 3. Other major products that are specified to include recycled content include the following:
 - a. _____.
 - b. _____.
 - c. _____.
 - 4. Contractor's reporting and measurement requirements are specified in Section 01 3515 and Section 01 6000; calculation of project totals is not the responsibility of the Contractor.
- E. MR Credit 5 - Required - 2 points - Regional Materials: 20% Extracted, Processed & Manufactured Regionally.
 - 1. For the purposes of the contract documents, the term "regionally-sourced" is used instead of "regional materials" and is defined in Section 01 6000 in the same way as for this credit.
 - 2. Contractor's reporting and measurement requirements are specified in Section 01 3515 and Section 01 6000; calculation of project totals is not the responsibility of the Contractor.
- F. MR Credit 6 – Preferred – 1 point – Rapidly Renewable Materials.
 - 1. Use rapidly renewable building materials and products
- G. MR Credit 7 – Preferred – 1 point – Certified Wood
 - 1. Use of minimum 50% (based on cost) of wood-based materials and products that are certified.

2.06 INDOOR ENVIRONMENTAL QUALITY: 13 Points To Be Achieved.

- A. EQ Prerequisite 1 - Required - No points - Minimum IAQ Performance.
 - 1. The building ventilation system, after completion of modifications included in the Contract Documents, will provide the minimum outdoor ventilation rate prescribed by ASHRAE 62.1-2004.
- B. EQ Prerequisite 2 - Required - No points - Environmental Tobacco Smoke (ETS) Control.
 - 1. County prohibits smoking in the building.
 - 2. Exterior smoking areas are located at least 25 feet away from entries, outdoor air intakes,

and operable windows.

- C. EQ Credit 2 - Required - 1 point - Increased Ventilation.
 - 1. The building and HVAC design will provide additional ventilation air for occupied spaces sufficient to meet the credit criteria, using natural and mechanical ventilation.
- D. EQ Credit 3.1 - Required - 1 point - Construction IAQ Management Plan, During Construction.
 - 1. Contractor is required to perform either a full building flush-out or air quality testing prior to occupancy, both of which are specified in Section 01 5721.
- E. EQ Credit 3.2 - Required - 1 point - Construction IAQ Management Plan, Before Occupancy.
 - 1. Contractor is required to perform either a full building flush-out or air quality testing prior to occupancy, both of which are specified in Section 01 5721.
- F. EQ Credit 4.1 - Required - 1 point - Low-Emitting Materials, Adhesives & Sealants.
 - 1. Architectural joint sealants; specified in Section 07 9005.
- G. EQ Credit 4.2 - Required - 1 point - Low-Emitting Materials, Paints & Coatings.
 - 1. Paints and stains are specified in Section 09 9000.
 - a. Water-based paints or solvent-based paints with VOC content meeting the credit criteria are used for all interior opaque applications.
- H. EQ Credit 4.3 - Required - 1 point - Low-Emitting Materials, Flooring Systems.
 - 1. Carpet tile; specified in Section 09 6813.
 - 2. Adhesives used in connection with carpet systems.
- I. EQ Credit 4.4 - Required - 1 point - Low-Emitting Materials, Composite Wood & Agrifiber Products.
 - 1. The products covered by this credit include ONLY particleboard, plywood, medium density fiberboard (MDF), wheatboard, strawboard, panel substrates, door cores, and laminating adhesives used on-site or in the shop.
 - 2. A project-wide prohibition on use of these products if they contain added urea-formaldehyde is specified.
- J. EQ Credit 6.1 - Required - 1 point - Controllability of Systems: Lighting.
 - 1. Lighting controls meeting the criteria are to be provided. Refer to Specification Section 26 0923.
- K. EQ Credit 6.2 – Required – 1 point – Controllability of Systems: Thermal Comfort
 - 1. Provide comfort controls for 50% (minimum) of the building occupants.
- L. EQ Credit 7.1 - Required - 1 point - Thermal Comfort: Design.
 - 1. Thermal comfort meeting the credit criteria is to be provided, with ventilation by mechanical means only.
- M. EQ Credit 7.2 - Required - 1 point - Thermal Comfort: Verification.
 - 1. County's O&M program will address procedures for identifying and implementing corrective actions.
 - 2. A survey of building occupants will be conducted by the County within 6 to 18 months after building occupancy to determine level of comfort; County will develop a plan for corrective action if more than 20 percent of occupants report dissatisfaction with thermal comfort in building.
 - 3. The HVAC control system to be provided includes permanent, automatic and operator-adjustable thermal and humidity monitoring controls that will operate throughout all seasons.
 - 4. Commissioning of these controls is specified in the sections referenced for EA Prerequisite 1, Fundamental Building Systems Commissioning.
- N. EQ Credit 8.1 – Required – 1 point – Daylight and Views – Daylight.

1. Using the methods provided, document the minimum daylight illumination in 75% of occupied spaces.
- O. EQ Credit 8.2 – Required – 1 point – Daylight and Views – Views.
 1. Achieve a direct line of sight to the outdoor environment

2.07 INNOVATION & DESIGN PROCESS (ID): 2 Points To Be Achieved.

- A. ID Credit 1.1 – Required – 1 point – Innovation in Design – WE 3: 45% Reduction
- A. ID Credit 2 - Required - 1 point - LEED(tm) Accredited Professional.
 1. At least one principal participant of the project team has successfully completed the LEED Accredited Professional exam.

2.08 REGIONAL PRIORITY (RP): 3 Points To Be Achieved.

- A. RP Credit 1.1 – Required – 1 point – Regional Priority: SS 4.1
- B. RP Credit 1.2 – Required – 1 point – Regional Priority: WE 1.1
- C. RP Credit 1.2 – Required – 1 point – Regional Priority: WE 3

END OF SECTION

SECTION 01 3515**LEED CERTIFICATION PROCEDURES****PART 1 GENERAL****1.01 PROJECT GOALS**

- A. This project has been designed to achieve the LEED Gold (minimum 60 points) rating as defined in the LEED(r) Green Building Rating System(tm) for New Construction and Major Renovations, 2009 Edition.
- B. Contractor is not responsible for the application for LEED certification, nor for determination of methods of achieving LEED credits unless specifically so indicated.
- C. Many of the LEED credits can be achieved only through intelligent design of the project and are beyond the control of the Contractor. However, certain credits relate to the products and procedures used for construction. Therefore, the full cooperation of the and subcontractors is essential to achieving final certification.
- D. Contractor shall familiarize itself with the relevant requirements and provide the necessary information and instruction to all subcontractors and installers.
- E. Since Contractor and subcontractors may not be familiar with LEED requirements, this section includes a summary of the products and procedures intended to achieve LEED credits.
 - 1. Some credits are marked PREREQUISITE; these must be achieved regardless of the level of certification; many are dependent on proper performance by the Contractor and subcontractors.
 - 2. Other credits involve quantifying percentages by weight and cost; these require careful recordkeeping and reporting by the Contractor (which will be a responsibility and condition of the Contract).
 - 3. See www.usgbc.org for more information.

1.02 RELATED REQUIREMENTS

- A. Sections that include requirements intended to achieve LEED credits include, but are not limited to, the following:
- B. Section 01 3516 - LEED Submittal Forms: Procedures for using the forms.
 - 1. 01 3516.01 - LEED Material Cost Summary; to report material only cost categories for computations necessary for MR Credits 3.1, 3.2, 4.1, 4.2, 5.1, 5.2, 6, and 7.
 - 2. 01 3516.03 - LEED Metal-Containing Product List; for documentation of steel and other metals used on project; MR Credits 4.1 and 4.2.
 - 3. 01 3516.04 - LEED New Product Content Form; for content percentages for recycled, rapidly renewable, and certified wood credits, with material cost; MR Credits 4.1, 4.2, 6, and 7; used in conjunction with Wood-Containing and Metal-Containing Product Lists as well as separately.
 - 4. 01 3516.05 - LEED New Product Source Form; for documenting source of new products; MR Credit 5.1 and 5.2.
 - 6. 01 3516.07 - LEED Prohibited Content Installer Certification; for each installer to certify compliance with VOC requirements for adhesives and sealants, including duct sealers, and to certify no use of urea-formaldehyde-containing wood products; EQ Credits 4.1 and 4.4.
- C. Section 01 5713 - Temporary Erosion and Sediment Control: Preventive measures and remediation; SS PREREQUISITE 1..

- D. Section 01 5721 - Indoor Air Quality Controls:
 - 1. Testing of smoking room(s); EQ PREREQUISITE 2.
 - 2. Testing of ventilation; EQ Credit 2.
 - 3. Contractor's IAQ management plan and construction procedures; EQ Credit 3.1.
 - 4. Building flush out or air contaminant testing; EQ Credit 3.2.
- E. Section 01 6000 - Product Requirements: Overall project requirements for:
 - 1. Recycled content; MR Credits 4.1 and 4.2.
 - 2. Regionally-sourced products; MR Credits 5.1 and 5.2.
 - a. Contractor is not required to provide any particular minimum percentage of regionally-sourced products; however, to collect the information necessary to determine whether these credits can be achieved, Contractor is required to submit the LEED New Product Source Form for every product for which application for payment is made.
- F. Section 01 6116 - Volatile Organic Compound (VOC) Content Restrictions: List of product categories having VOC content restrictions, evidence required, and reporting requirements.
- G. Section 01 7000 - Closeout Requirements:
- H. Section 01 7419 - Construction Waste Management and Disposal:
 - 1. Construction and demolition waste management; MR Credit 2.1 and 2.2.
- I. Section 01 9113 - General Commissioning Requirements:
 - 1. Fundamental commissioning; EA PREREQUISITE 1.
- J. Section 03 3000 - Cast-in-Place Concrete:
 - 1. Recycled content replacing Portland cement; MR Credit 4.1.
- K. Section 07 5400 - Thermoplastic Membrane Roofing:
 - 1. White membrane roofing; SS Credit 7.2.
- L. Section 07 9005 - Joint Sealers: LEED-VOC-compliant sealants; EQ Credit 4.1.
- M. Section 09 6813 - Tile Carpeting: Carpet tile complying with CRI Green Label Plus requirements; EQ Credit 4.3.
- N. Section 09 9000 - Painting and Coating: LEED-VOC-compliant interior opaque paints and coatings; EQ Credit 4.2.
- O. Section 10 4400 - Fire Protection Specialties: Fire extinguishers that use agents other than Halon; EA Credit 4.
- P. Section 12 9313 - Bicycle Racks:
 - 1. Bicycle racks; SS Credit 4.2.
- Q. Section 22 4000 - Plumbing Fixtures:
 - 1. Replacement plumbing fixtures; WE PREREQUISITE 1.
 - 2. High efficiency and dry toilet fixtures; occupant sensors; WE Credit 3.1 and 3.2.
- R. Section 23 0800 - Commissioning of HVAC:
 - 1. Fundamental commissioning; EA PREREQUISITE 1.
 - 2. Commissioning of HVAC controls; EQ Credit 7.2.
- S. Section 23 0913 - Instrumentation and Control Devices for HVAC:
 - 1. For minimum ventilation performance; EQ PREREQUISITE 1.
- T. Section 23 3100 - HVAC Ducts and Casings:
 - 1. For mechanical ventilation for thermal comfort; EQ Credit 7.1.
- U. Section 26 2726 - Wiring Devices: Manual lighting control devices; EQ Credit 6.1.

- V. Section 26 5600 - Exterior Lighting:
 - 1. Site lighting fixtures that reduce light pollution; SS Credit 8.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for additional submittal procedures.
- B. LEED Submittal/Report: For each product with the notation "show quantity on LEED submittal or report," submit a report with the following information:
 - 1. Submit with each Application for Payment; update the Report each period with latest period shown separately:
 - 2. Identify each product with:
 - a. Name and manufacturer.
 - b. Specification section number.
 - c. Applicable Credit(s).
 - d. Net weight per unit.
 - e. Quantity installed.
 - f. Material cost per unit.
 - g. Total material cost.
 - 3. Attach evidence of compliance from either the manufacturer or an independent agency.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 35 16**LEED SUBMITTAL FORMS****1.01 PURPOSE**

- A. These forms are for the Contractor 's use in submitting documentation to be used to determine whether particular credits have been achieved. The cooperation of subcontractors, suppliers, and manufacturers is required.
- B. These forms apply to the following LEED Credits:
 - 1. MR Credits 4.1 and 4.2 - Recycled Content.
 - 2. MR Credits 5.1 and 5.2 - Regional Materials.
 - 3. IEQ Credit 4 - Low-Emitting Materials.

1.02 FORMS

- A. 01 3516.01 - LEED Material Cost Summary Form: Certification by Contractor.
- B. 01 3516.03 - LEED Metal-Containing Product List: Certification by Contractor.
- C. 01 3516.04 - LEED New Product Content Form: Including separate reporting of wood, steel, rapidly renewable, and recycled content; data certification by manufacturer of product; cost and quantity certification by Contractor .
- D. 01 3516.05 - LEED New Product Source Form: Data certification by manufacturer of product; cost and quantity certification by Contractor .
- E. 01 6116.01 - Accessory Material VOC Content Certification Form: Certification by each installer working on project regardless of product type.

1.03 PROCEDURES

- A. All LEED submittal forms are to be submitted by Contractor ; certifications are to be made by indicated party.
- B. Where a LEED Submittal is called for, fill out and submit the appropriate form.
 - 1. Fill out one form for each different brand name product and each different manufacturer of a lot of commodity products.
 - 2. Where required attachments are specified, attach the documentation to the back of the form.
- C. Each form must be signed by the entity capable of certifying the information.
 - 1. Certification signatures must be made by an officer of the company.
 - 2. For products, certification must be made by the manufacturer not the supplier.
 - 3. For custom fabricated products, certification by the fabricator is acceptable.
- D. Submit the completed forms in accordance with the requirements of Section 01 3300 - Submittal Requirements, as information submittals.
 - 1. Give each form a unique submittal number.
 - 2. Do not combine LEED forms with product data or shop drawing submittals.
- E. Submit forms applicable to work for which application for payment is being made, either prior to or concurrent with application for payment; payment will not be made until relevant forms have been submitted.
- F. For work covered by multiple applications for payment, the initial submittal of a LEED form is sufficient for subsequent applications unless the nature of the product has changed.

END OF SECTION

SECTION 01 35 16.01

LEED MATERIAL COST SUMMARY FORM

1.01 LEED SUBMITTAL FORM

- A. Identification:
 - 1. Project Name: _____
 - 2. Project No.: _____
 - 3. Architect: _____
- B. This form applies to the following LEED Credits:
- C. Procedure:
 - 1. Because the above listed credits require computations based on the material costs for the project, the Contractor is required to submit the following cost breakdown, in addition to any cost breakdown specified elsewhere.
 - 2. Costs are to be material costs excluding labor, overhead, and profit, but including delivery, storage, and handling charges. Revise cost summary whenever materials actually installed change due to contract modifications or Contractor preference.

1.02 CERTIFICATION

1.03 CERTIFIED BY: (Contractor)

- A. Print Name: _____
- B. Signature: _____
- C. Title: _____ (officer of company), Date: _____

END OF SECTION

SECTION 01 35 16.03

LEED METAL-CONTAINING PRODUCT LIST

1.01 LEED SUBMITTAL FORM

- A. Identification:
1. Project Name: _____
 2. Project No.: _____
 3. Architect: _____
- B. This form applies to LEED Credits MR 4.1 and 4.2 (recycled content).

1.02 STEEL-CONTAINING PRODUCTS

- A. Rationale: Although all steel contains reused steel, steel products often cannot be traced to a certain mill lot and, even when they can, the mill's certificate usually does not indicate the proportion of new to reused steel.
- B. Procedure: Determine recycled steel content by estimating the proportion of reused steel based on trade association surveys of mill practices multiplied by the quantity of steel by weight in the product.
1. Referenced Mill Practices Survey: See the current edition of Steel Recycling Institute "Steel Takes LEED with Recycled Content," at http://www.recycle-steel.org/PDFs/leed/Steel%20Takes%20LEED_June06.pdf.
 2. If the mill source cannot be identified, the product will be considered to have the lowest reused steel content reported in referenced mill practices survey.
 3. For each steel-containing product provided for this project, submit "LEED New Product Content Form". At minimum, submit for the following products. Initial those for which the material content form is attached.

1.03 CERTIFICATION

- A. ___ All other steel- and cast iron-containing products used on this project are shown on the attached list.
- B. ___ I certify that there are no other steel-containing products used on this project that exceed 1 percent of total material cost less material cost attributed to mechanical and electrical.
- C. CERTIFIED BY: (Contractor)
1. Print Name: _____
 2. Signature: _____
 3. Title: _____ (officer of company), Date: _____

END OF SECTION

SECTION 01 35 16.04

LEED MATERIAL CONTENT FORM

1.01 LEED SUBMITTAL FORM

- A. Identification:
 - 1. Project Name: _____
 - 2. Project No.: _____
 - 3. Architect: _____
 - 4. Product Name: _____ (brand name, model number, etc.)
 - 5. Manufacturer: _____ www. _____
 - a. Contact: _____ tel: _____
 - 6. Supplier/Sub: _____ www. _____
 - a. Contact: _____ tel: _____
 - 7. Applicable Specification Section Number(s) _____
- B. This form applies to LEED Credits MR 4.1 and 4.2 (recycled content), MR 6 (rapidly renewable content), and MR 7 (certified wood).

1.02 PRODUCT CERTIFICATION

- A. Steel Content: _____ percent by weight (mass).
 - 1. _____ Steel Mill Source is: _____
 - 2. _____ Mill letter describing mill process and typical re-used steel content is attached.
- B. Other Content: (Percentages by weight (mass) may not add up to more than 100 percent.)
 - 1. Pre-Consumer/Post-Industrial Recycled Content: _____ percent by weight (mass).
 - 2. Post-Consumer Recycled Content: _____ percent by weight (mass).
 - 3. Description of Recycled Content: _____
 - 4. Definition: Recycled content is defined in accordance with FTC regulations, found in 16 CFR 260.7(e); see www.ftc.gov/bcp/gmrule/guides980427.htm.
- C. Total Weight (Mass): _____ per _____ (unit).
- D. CERTIFIED BY: (Manufacturer)
 - 1. Print Name: _____
 - 2. Signature: _____
 - 3. Title: _____ (officer of company), Date: _____

1.03 COST CERTIFICATION

- A. Unit Cost: \$ _____ per _____ (same unit as above); No. of Units Installed: _____
- B. OR (enter cost either above or below, not both)
- C. Total Installed Material Cost of This Product: \$ _____
- D. CERTIFIED BY: (Contractor)
 - 1. Print Name: _____
 - 2. Signature: _____
 - 3. Title: _____ (officer of company), Date: _____

END OF SECTION

SECTION 01 35 16.05

LEED NEW PRODUCT SOURCE FORM

1.01 LEED SUBMITTAL FORM

- A. Identification:
1. Project Name: _____
 2. Project No.: _____
 3. Architect: _____
 4. Product Name: _____ (brand name, model number, etc.)
 5. Manufacturer: _____ www. _____
 a. Contact: _____ tel: _____
 6. Supplier/Sub: _____ www. _____
 a. Contact: _____ tel: _____
 7. Applicable Specification Section Number(s) _____
- B. This form applies to LEED MR Credits 5.1 and 5.2 for new products only; see separate form for reused products.

1.02 PRODUCT CERTIFICATION

- A. The following percentages of this product were processed in the locations indicated. (Indicate N/A in first column if process is not applicable.)

Percent	Harvest, Extraction, Recovery, or Manufacturing Process	City/County, State, Country	Distance From Project
_____ %	Raw Material _____:	_____	_____
_____ %	Raw Material _____:	_____	_____
_____ %	Raw Material _____:	_____	_____
_____ %	Manufactured at: (primary)	_____	_____
_____ %	Manufactured at: (primary)	_____	_____
_____ %	Manufactured at: (secondary)	_____	_____
_____ %	Manufactured at: (secondary)	_____	_____
_____ %	Manufactured at: (final)	_____	_____
_____ %	Manufactured at: (final)	_____	_____

- B. CERTIFIED BY: (Manufacturer)
1. Print Name: _____
 2. Signature: _____
 3. Title: _____ (officer of company), Date: _____

1.03 COST CERTIFICATION

- A. Unit Cost: \$ _____ per _____ (unit); No. of Units Installed: _____

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B. OR (enter cost either above or below, not both)

C. Total Installed Material Cost: \$ _____

D. CERTIFIED BY: (Contractor)

1. Print Name: _____

2. Signature: _____

3. Title: _____ (officer of company), Date: _____

END OF SECTION

SECTION 01 35 16.07

LEED PROHIBITED CONTENT INSTALLER CERTIFICATION

1.01 LEED SUBMITTAL FORM

- A. Identification:
1. Project Name: Fontana Police Dept. Expansion
 2. Project No.:
 3. WWCOT: _____
- B. This form applies to the following LEED credits:
1. Credit IEQ 4.1; VOC content of field-installed adhesives and sealants.tan
 2. Credit IEQ 4.4; added-urea-formaldehyde content of composite wood and agrifiber products, defined as particleboard, plywood, medium density fiberboard, wheatboard, strawboard, panel substrates, door cores, and laminating adhesives; applies to manufacturers/suppliers and installers.
- C. Procedure:
1. Because installers are allowed and directed to choose accessory materials suitable for the applicable installation, each installer of work on this project is required to certify that his/their use of these particular materials complies with the contract documents and to provide documentation showing that the products used do not contain the prohibited content.
 2. Volatile organic compounds (VOCs) are defined by the U.S. EPA and state and local regulations applicable to this project. See Contract Documents for minimum criteria.

1.02 PRODUCT CERTIFICATION

- A. ___ Adhesives: I certify that the installation work of my firm on this project has not required the use of any adhesives.
- B. OR (certify either the above or the below, not both)
- C. ___ Adhesives: I certify that my firm has NOT installed any adhesive with VOC content exceeding that specified in Section 01 6000 on this project; product data and MSDS sheets for all adhesives used, whether specified or not, are attached.
- D. ___ Joint Sealants: I certify that the installation work of my firm on this project has not required the use of any gunnable or pourable joint sealants.
- E. OR (certify either the above or the below, not both)
- F. ___ Joint Sealants: I certify that my firm has NOT installed any joint sealant with VOC content exceeding that specified in Section 07 9005 on this project; product data and MSDS sheets for all joint sealants used, whether specified or not, are attached.
- G. ___ Composite Wood and Agrifiber Products: I certify that the work of my firm on this project has not required the use of any composite wood or agrifiber products, as defined above.
- H. OR (certify either the above or the below, not both)
- I. ___ Composite Wood and Agrifiber Products: I certify that the composite wood and agrifiber products, as defined above, furnished or installed by my firm DO NOT contain any ADDED urea-formaldehyde binder; product data and MSDS sheets for products used, whether specified or not, are attached.
- J. CERTIFIED BY: (Installer/Manufacturer/Supplier Firm)

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1. Firm Name: _____
2. Print Name: _____
3. Signature: _____
4. Title: _____ (officer of company), Date: _____

END OF SECTION

SECTION 01 41 00**REGULATORY REQUIREMENTS****PART 1 - GENERAL**

- 1.01 **SUMMARY:** This Section covers the general requirements for the regulatory requirements pertaining to the Work and is supplementary to all other regulatory requirements mentioned or referenced elsewhere in the Contract Documents. In the event of any conflicts between requirements, the stricter requirements shall apply.
- 1.02 **REQUIREMENTS OF REGULATORY AGENCIES:** Pertaining statutes, ordinances, laws, rules, codes, regulations, standards, and the lawful orders of all public authorities having jurisdiction of the Work are hereby incorporated into these Contract Documents. Contractor shall make available at the site such copies of the listed documents applicable to the Work as the Owner or Architect may request including mentioned portions of the California Code of Regulations (CCR). Refer to Drawings for additional requirements and information.
- A. International Building Code (IBC), 2009 Edition and California Building Code (CBC), 2010 Edition, as adopted and amended by the County of Riverside, including research reports approved by the Building Department for materials, equipment, systems, and designs as applicable to the Work.
 - B. 2010 California Building Code (CBC), Part 2, Title 24, CCR.
 - C. Title 8 CBC, Industrial Relations, including without limitation Chapter 4, Division of Industrial Safety, Safety Orders (CAL-OSHA).
 - D. Title 24 CBC, Building Standards including architectural barrier laws and energy conservation standards.
 - E. Americans with Disabilities Act (ADA).
 - F. Uniform Mechanical Code (UMC), current edition.
 - G. Uniform Plumbing Code (UPC), current edition.
 - H. Uniform Fire Code (UFC), current edition.
 - I. Uniform and State Elevator Codes, current editions.
 - J. Uniform Electrical Code (UEC) and National Electrical Code (NEC), current editions.
 - K. State and Local Public Health Codes, current editions.
 - L. Other statutes, ordinances, laws, regulations, rules, orders, and codes specified in other Sections of the Specifications or bearing on the Work.

END OF SECTION

SECTION 01 42 00

REFERENCES

PART 1 - GENERAL

- 1.01 **SUMMARY:** This Section covers the general requirements for the reference standards pertaining to the Work and is supplementary to the reference standards mentioned or referenced elsewhere in the Contract Documents.
- 1.02 **REFERENCE AND STANDARD TYPE SPECIFICATIONS:** Specifying by reference to standard and reference type specification documents or to another portion of the Contract Documents shall be the same as if the referenced document or portion of the Contract Documents referred to were exactly repeated at the place where such reference is made. In case of a conflict between the requirements of regulatory agencies and referenced standard and reference type specification documents, Contractor shall conform to the most restrictive requirement if such conformance is legal. The reference or standard type specification documents shall be the current issue at the time Construction Documents Phase is completed unless otherwise specified. Contractor shall make available at the site such copies of reference or standard type specification documents as the Architect or Owner may request.

END OF SECTION

SECTION 01 42 13

ABBREVIATIONS

PART 1 - GENERAL

1.01 SUMMARY: This Section covers abbreviations for documents mentioned or referenced elsewhere in the Contract Documents, and language abbreviations used in the text of the Specifications. Abbreviations in the Drawings and Specifications shall be interpreted according to recognized and well-known technical, industry, or trade meanings.

1.02 ORGANIZATION NAME ABBREVIATIONS: These abbreviations include but are not limited to the following:

AA	Aluminum Association
AABC	Associated Air Balance Council
AAMA	Architectural Aluminum Manufacturers Association
AASHTO	American Association of State Highway and Traffic Officials
ACI	American Concrete Institute
ADA	Americans With Disabilities Act
ADC	Air Diffusion Council
AEI	Association of Edison Illuminating Companies
AFBMA	Anti-Friction Bearing Manufacturers Association
AFI	Air Filter Institute
AGA	American Gas Association
AGMA	American Gear Manufacturers Association
AIMA	Acoustical and Insulating Materials Association
AISC	American Institute of Steel Construction, Inc.
AISI	American Iron and Steel Institute
AMCA	Air Moving and Conditioning Association, Inc.
ANSI	American National Standards Institute
ARI	Air Conditioning and Refrigeration Institute
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASSE	American Society of Sanitary Engineers
ASTM	American Society for Testing and Materials
AWPA	American Wood Preservers Association
AWPB	American Wood Preservers Bureau
AWPI	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
CBM	Certified Ballast Manufacturers
CCR	California Code of Regulations
CDA	Copper Development Association
CGA	Compressed Gas Association
CISPI	Cast-Iron Soil Pipe Institute
CS	Commercial Standard, US Department of Commerce
CTI	Cooling Tower Institute
DEMA	Diesel Engine Manufacturers Association
DOD-	Department of Defense (leading symbol)
EIA	Electronic Industries Association
EPA	Environmental Protection Agency

Organization Name Abbreviations - Continued

ETL	Electrical Testing Laboratories
FAA	Federal Aviation Administration
FCC	Federal Communications Commission
Fed Spec	Federal Specification or Standard
FIA	Factory Insurance Association
FM	Factory Mutual
HI	Hydraulic Institute
IEEE	Institute of Electrical and Electronic Engineers
IES	Illuminating Engineering Society
IPCEA	Insulated Power Cable Engineers Association
ISO	International Standards Organization
MIL-	Military Specification or Standard (leading symbol)
MSS	Manufacturers Standardization Society
NAAMM	National Association of Architectural Metal Manufacturers
NAFM	National Association of Fan Manufacturers
NBS	National Bureau of Standards
NEBB	National Environmental Balancing Bureau
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NFC	National Fire Code
NFPA	National Fire Protection Association
NIST	National Institute of Standards and Technology
NSF	National Sanitation Foundation
NWMA	National Woodwork Manufacturers Association
OSA	Office of the State Architect
OSHPD	Office of State Health Planning and Development
PDI	Plumbing and Drainage Institute
PS	Product Standard, US Department of Commerce
REA	Rural Electrification Administration
RIS	Redwood Inspection Service
SAE	Society of Automotive Engineers
SFM	State Fire Marshal
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SSPC	Steel Structures Painting Council
UL	Underwriters' Laboratories, Inc.
WCLIB	West Coast Lumber Inspection Bureau
WIC	Woodwork Institute of California
WWPA	Western Wood Products Association

1.03 TEXT ABBREVIATIONS: Text abbreviations include but are not limited to the following:

AMP or amp	Ampere
CFM or cfm	Cubic feet per minute
CY or cy	Cubic yard
FPM or fpm	Feet per minute
FPS or fps	Feet per second
GPM or gpm	Gallons per minute
Kip or kip	Thousand pounds
Ksi or ksi	Thousand pounds per square inch
Ksf or ksf	Thousand pounds per square foot
KV or kv	Kilovolt

Text Abbreviations - Continued

KVA or kva	Kilovolt amperes
KW or kw	Kilowatt
KWH or kwh	Kilowatt hour
LF or lf	Linear foot
MPH or mph	Miles per hour
PCF or pcf	Pounds per cubic foot
PSF or psf	Pounds per square foot
PSI or psi	Pounds per square inch
SF or sf	Square foot
SY or sy	Square yard
PSY or psy	Per square yard
'	Feet (as in 5'-0")
"	Inch (as in 5'-0")

PART 2 - PRODUCTS (Not applicable to this Section)

PART 3 - EXECUTION (Not applicable to this Section)

END OF SECTION

SECTION 01 42 16**DEFINITIONS****PART 1 - GENERAL**

- 1.01 SUMMARY: This Section covers the definitions supplementary to those given elsewhere in the Contract Documents.
- 1.02 DEFINITIONS:
- A. References to Drawings: Words such as "shown", "indicated", "detailed", "scheduled", "noted", and words of similar import shall mean that reference is made to the information on the Drawings unless stated otherwise.
 - B. Actions of Architect: Such words as "directed", "designated", "selected", and words of similar import shall mean the direction, designation, selection, or similar action of the Architect is intended unless stated otherwise.
 - C. Required: The word "required" and words of similar import shall mean "as required to complete the Work" and "required by the Architect", as is applicable to the context of the place where used, unless stated otherwise.
 - D. Perform: The word "perform" shall mean that Contractor, at Contractor's expense, shall perform all the operations necessary to complete the Work or the mentioned portions of the Work, including furnishing and installing materials as are indicated, specified, or required to complete such performance.
 - E. Provide: The word "provide" shall mean that Contractor, at Contractor's expense, shall furnish and install the Work and mentioned portion of the Work, complete in place and ready for the intended use. This definition applies the same to future, present, and past tenses except "provided" may mean "contingent upon" where such is the context.
 - F. Complete: The word "complete" shall mean that Contractor, at Contractor's expense, shall furnish and install the Work and mentioned portion of the Work, complete in place, ready for the intended use, and conforming to requirements of the Contract Documents, including all ancillary labor and materials required for such completion.
 - G. Equal: Words such as "equal", "approved equal", "equivalent", and terms of similar import shall be understood to be followed by the phrase "in opinion of the Architect" unless stated otherwise.
 - H. Approval: The words "approved", "approval", and words of similar import shall mean that approval of the Architect, or similar import, is intended unless stated otherwise.
 - I. Acceptance: The words "acceptable", "acceptance", and words of similar import shall mean that approval or acceptance of the Owner, or similar import, is intended unless stated otherwise.
 - J. Submit: The words "submit", "submittal", "submission", and other terms of like import shall include the meaning of the phrase "submit to the Architect for approval" unless otherwise stated.
 - K. Expense: Such phrases as "at Contractor's expense", "at no extra cost to Owner", "with no extra compensation to Contractor", or phrases of similar import shall mean that Contractor shall perform or provide the operation or Work with no increase to the Contract Sum stated in the Agreement.

- L. **By Others:** Wherever the phrase "by others", or phrases of similar import, occurs on the Drawings or in the Specifications, the intent is to mean that the mentioned or involved portion of the Work, or described operation for the Work, so identified is to be performed or provided by other Subcontractor(s) or by other trade(s), or by Contractor's forces; however, in all cases the Work or operation so identified by the phrase is a part of the complete Work to be provided by the Contractor and forms a part of the Work and Contractor's responsibilities under the Contract Documents unless specifically otherwise defined, indicated, noted, or specified elsewhere in the Contract Documents.
- M. **Fees and Charges:** To the extent indicated or specified, Contractor shall secure permits, governmental authorizations, licenses, inspections, and all similar requirements and pay all costs relating thereto no matter how such costs are defined by the political subdivision, public authorities or agencies, public or private utilities, telephone companies, quasi-governmental entities, special and service districts, or other agencies involved.
- N. **Language:** Specifications are written in a modified brief style consistent with clarity. Such words as "the", "shall", "will", and "all" are generally not used. Words and phrases requiring an action or performance, such as "perform", "provide", "erect", "install", "furnish", "connect", "test", "coordinate", and words and phrases of similar import shall be understood to be preceded by the phrase "The Contractor shall" unless otherwise stated. The requirements indicated and specified apply to all Work of the same kind, class, and type, even if the word "all" is not stated.
- O. **Titling and Arrangement:** The titles of Articles, Paragraphs, and Subparagraphs and other identifications of subject matter in the Specifications are intended only as an aid in locating and recognizing the various requirements in the Specifications. Except where titling forms part of the text, such as beginning words of a sentence or where the title establishes the subject, titles are subordinate to and do not define, limit, or restrict the Specification text. Underlining or capitalizing of words in the text does not signify or mean that such words convey special or unique meanings having precedence over any other part of the Contract Documents. Specification text shall govern over titling and shall be understood to be and interpreted as a whole. The listings of various parts of Work to be included or not included under various Sections of the Specifications are for convenience only and do not control the Contractor in dividing the Work among the Subcontractors or establish the extent of the Work to be performed or provided by any Subcontractor or trade. Contractor is solely responsible for providing the complete Work without respect to where or how the various parts of the Work may be indicated or specified. The sequence of Articles, Paragraphs, Subparagraphs, and Sub-subparagraphs in the Specifications text is defined by the sequence 1.01A.1.a.(1)(a).

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

SECTION 01 43 00**QUALITY ASSURANCE****PART 1 - GENERAL**

- 1.01 SUMMARY: The Contractor is responsible for establishing and implementing a Quality Assurance program that ensures timely and cost-effective completion of the Work.
- 1.02 STATEMENT OF AGREEMENT: The Contract Documents have been checked by the Architect and to the best of the Architect's knowledge and belief are reasonably free from errors, omissions, conflicts, inconsistencies, code violations, and improper use of materials. To identify any problems which may remain in the Contract Documents, and to expedite their resolution, the Contractor shall follow the procedures described herein.
- A. Contractor's Examination: The Contractor shall carefully study and compare all Contract Documents and at once report to the Architect in writing any error, omission, conflict, inconsistency, or code violation the Contractor may discover.
- B. Subcontractor Examination: The Contractor shall require that each Subcontractor read and comply with requirements of this Section, study and compare Specification Sections which cover the Work of each Subcontractor, and report to Contractor in writing any error, omission, conflict, inconsistency, or code violation any Subcontractor may discover.
- C. Non-Responsibility: Compliance with these requirements does not obligate the Contractor, or any Subcontractor, to correct the problems that are so identified without written instructions from the Owner or Architect.
- D. Statements: Before awarding any subcontract, or starting any Work with Contractor's own forces, the Contractor, and each Subcontractor through the Contractor, shall complete and submit to the Owner a Statement of Agreement as specified herein. The Statement of Agreement is included in this Section for information, reproduction, and distribution by the Contractor. Complete the item entitled "Exceptions" by indicating "No Exceptions", or list exceptions together with any errors, omissions, conflicts, inconsistencies, code violations, improper use of materials, usage of materials contrary to the involved manufacturer's instructions or usage that voids the manufacturer's guarantee or warranty, discovered in the Contract Documents.
- E. Resolution of Exceptions: Contractor shall resolve all exceptions which are identified as described above with the Owner and Architect before awarding applicable subcontracts. If any of the completed Statements of Agreement identify conflicts or conditions which interfere with structural integrity, function, or architectural appearance of the Work, and which cannot be resolved without additional cost to the Contractor, the Contractor shall inform the Owner in writing. Any Work involving identified exceptions performed prior to receipt of instructions from the Owner will be done at Contractor's risk.
- F. Delivery: All Statements of Agreement required herein shall be delivered to the Owner prior to execution of the Owner-Contractor Agreement.

(Section Continues)

STATEMENT OF AGREEMENT

Undersigned acknowledges that, in the process of preparing a bid for referenced category of Work, undersigned has examined, read and understands requirements of all of the Contract Documents (including specifications and drawings) describing Work categories for which undersigned is directly responsible, and all those related Sections which include additional requirements for cooperation, coordination, and compliance.

Undersigned acknowledges the obligation to identify below any errors, omissions, conflicts, code violations, and improper use of materials, including usage that is contrary to manufacturers' instructions or voids manufacturer's guarantee or warranty, discovered in Contract Documents that could interfere with the timely completion of the Work, or increase the cost of that category of Work for which the undersigned is responsible.

Except as noted below, undersigned has no objection to or reservation about the work to be accomplished or the materials to be furnished or conditions under which they will be installed; and is satisfied that the undersigned can fully complete the applicable contractual responsibilities in a workmanlike manner without extensive modifications to the Work or additional expense.

CATEGORY OF WORK:

SPECIFICATION SECTION(S):

EXCEPTIONS:

SUBMITTED BY (Firm):

SIGNED BY: _____ DATE: _____

NAME AND TITLE: _____

END OF SECTION

SECTION 01 45 00**QUALITY CONTROL****PART 1 - GENERAL**

- 1.01 SUMMARY: This Section covers general requirements for quality control of the Work, including testing and inspection procedures.
- A. Requirements In This Section:
1. Testing laboratory or agency.
 2. Soils Engineer.
 3. Coordination of tests and inspections.
 4. Test costs and reports.
 5. Inspections, continuous and special, and inspection costs.
 6. Contractor-furnished assistance.
 7. Verification of conditions.
- B. Requirements Specified Elsewhere:
1. Specific test procedures to be performed in accordance with this Section.
 2. Testing of mechanical and electrical systems.
 3. Testing of conveying systems.
 4. Testing of materials specified to be tested by other agencies under other Sections.
- 1.02 GENERAL QUALITY CONTROL REQUIREMENTS: Materials to be furnished under the Contract are subject to testing and inspection for compliance with the requirements of the Contract Documents.
- B. Testing Laboratory: The licensed Testing Laboratory certified as meeting requirements of ASTM D3666, D3740, E329, E543, and E548, as applicable to Work involved and approved by Owner, referred to hereafter as Testing Laboratory. Perform all testing under the supervision and control of a registered civil engineer employed by the Testing Laboratory and registered in the State where the Work is located.
- C. Soils Engineer: The registered professional Geotechnical, Foundation, or Soils Engineer employed and paid by the Owner and hereafter referred to as the Soils Engineer.
- D. Disqualified Material: Any material shipped or delivered to the site by Contractor from the source of supply prior to having satisfactorily passed required testing and inspection, or prior to the receipt of a notice from the Architect that such testing and inspection will not be required, shall not be incorporated in the Work.
- 1.03 COORDINATION OF TESTS AND INSPECTIONS: The Contractor shall initiate and coordinate testing and inspections required by the Contract Documents and public authorities having jurisdiction of the Work.
- A. Notification: Contractor shall notify Owner a sufficient time in advance of manufacture of material to be supplied by Contractor which, by requirements of Contract Documents, must be specially

tested at the source of supply or the factory (excluding standard factory tests) in order that Owner may arrange for testing.

1.04 TEST SAMPLES: Furnish and deliver Samples of materials to be tested at no extra cost to Owner. Test samples will be selected by the Architect, Inspector, or Testing Laboratory and not by the Contractor.

1.05 TEST PROCEDURES: Testing Laboratory shall perform tests according to ASTM or other methods of test specified for various materials in other Sections. If no procedure or test method is specified, testing shall conform to the material specification referenced except as otherwise directed. Testing Laboratory shall tag, seal, label, record, or otherwise adequately identify materials for testing and no such materials shall be used or installed in the Work until test result reports are submitted and approved, excepting only those materials specified to be placed or installed prior to testing. Repeat applicable tests at specified intervals, whenever source of supply is changed, or whenever the characteristics of materials change or vary in the opinion of Owner or Architect.

1.06 TEST COSTS: The Owner will pay for tests performed by the Testing Laboratory except Contractor shall reimburse Owner for retesting costs caused by failure of materials to pass initial tests. Contractor shall arrange and pay for all other testing.

1.07 TEST REPORTS: Furnish and deliver copies of each test report, signed and certified by Testing Laboratory supervising engineer, as follows:

	Copies:
Owner	1
Architect.....	2
Structural Engineer (structural tests only).....	1
Contractor.....	2
Building Department.....	1

1.08 INSPECTIONS, CONTINUOUS AND SPECIAL:

A. Inspections: Continuous and special inspections shall be performed by Registered Deputy or Special Inspectors (hereafter referred to as Inspector) as required by the Contract Documents and Building Code. During course of Work under inspection, each Inspector shall submit detailed reports relative to the progress and condition of the Work including variances from Contract Documents, and stipulating dates, hours, and locations of the inspections.

B. Inspection Costs: The Owner will employ the Inspector and pay for continuous and special inspections.

C. Reimbursement of Inspection Cost: Contractor shall reimburse to the Owner all or any part, as the Owner may deem just and proper, of the actual excessive inspection costs incurred by the Owner due to any or all of the following:

1. Contractor's failure to complete entire Work within the Contract Time stated in the Agreement, and any previously authorized extensions thereof.
2. Claims between separate contractors.
3. Covering of Work before required inspections or tests are performed.
4. Extra inspections for Contractor's correction of defective Work.
5. Overtime costs for acceleration of Work for Contractor's convenience.

- D. Approvals Required by Others: If the laws, ordinances, rules, regulations or orders of any public agency having jurisdiction require any of the Work to be specifically inspected, tested, or approved by some authority other than Owner, Architect, or Contractor, the Contractor shall give required notices, make all arrangements, deliver to Architect certificates of inspection, testing, or approval of such authority, and pay all costs therefor unless otherwise provided in the Contract Documents.
- 1.09 CONTRACTOR-FURNISHED ASSISTANCE: When requested, Contractor shall furnish access, facilities, and labor assistance as necessary for the duties to be performed at the site by Testing Laboratory and Inspector including furnishing ladders, hoisting, temporary lighting, water supply, hoses, and like services.

PART 2 – PRODUCTS (Not Applicable to this Section)

PART 3 – EXECUTION (Not Applicable to this Section)

END OF SECTION

SECTION 01 50 00**TEMPORARY FACILITIES AND CONTROLS****PART 1 - GENERAL**

- 1.01 **SUMMARY:** This Section covers general requirements for construction facilities and temporary controls for the Work.
- A. **Work In This Section:** Principal items include:
1. Temporary barricades.
 2. Temporary storage facilities.
 3. Temporary offices and telephones.
 4. Construction project sign.
 5. Temporary heat and ventilation.
 6. Removal of temporary facilities.
- 1.02 **GENERAL:** Drawings indicate building site and related areas of the Owner's property available for the Work. Keep areas orderly, free of hazards, and leave in clean condition acceptable to Architect, Owner, and public authorities.

PART 2 - PRODUCTS (Not Applicable)**PART 3 - EXECUTION**

- 3.01 **TEMPORARY BARRICADES:** Provide solid or fencing barricades. Construct and relocate or alter as required by the Architect, Code, or the public authorities having jurisdiction. Paint solid barricades exposed to public view with two coats of paint in colors designated by the Architect. Secure and pay for building and street use permits and inspections required by Code.
- 3.02 **TEMPORARY STORAGE FACILITIES:** Provide such temporary storage facilities as are necessary to protect materials and equipment delivered to the site from damage. Maintain all sheds in a clean and slightly condition. Distribute materials stored within the permanent structures to prevent overloading of the floors or structure. If on-site storage area is inadequate, arrange and pay for necessary off-site facilities.
- 3.03 **OFFICES AND TELEPHONES:** Provide office space on site as required. The office may be of temporary construction but waterproof, weathertight, insulated, fully lighted and floored, insulated, heated and cooled, and accessible to Owner, Architect, and their representatives; approved movable type office units having equivalent facilities may be furnished. Provide an approved separate office for the Owner, Architect, and Inspector of the same type, equipped with adequate plan table, plan rack and plan file, file cabinets, office desks and chairs, lockable storage closet, and a non-pay telephone with loud exterior bell for business use without charge. The offices, equipment, and furniture shall remain the property of the Contractor.
- 3.04 **PROJECT SIGN:** Provide a temporary project sign of 3/4" by 6'-0" by 10'-0" (maximum size) exterior grade Douglas fir plywood face with a rigid frame, having painted background and lettered name of the Work and names of the Owner, Architect, and Contractor, and a painted rendering of the Work, all in accordance with sketches prepared by the Architect. Do not place

other signs on or adjacent to premises. Locate the project sign where directed. Obtain and pay for building permit for sign, if required by law.

- 3.05 TOILET FACILITIES: Install temporary toilets for workers. Maintain in a clean and sanitary condition. Locate as approved and connect to existing sewers when feasible. Chemical toilets may be used if approved by governing Code.
- 3.06 UTILITY SERVICES: Issue the proper notices, make necessary arrangements, furnish labor and provide materials required for the care and maintenance of all public utilities, and assume responsibility concerning the same for which the Owner may be liable. Do all necessary enclosing or boxing in for the protection of public utilities. Upon completion of the Work, remove the enclosures, fill in openings in concrete or masonry with like materials, grout watertight, and leave in finished condition.
- A. Water: Furnish and pay for all water required for the Work. Furnish necessary temporary piping or hose from the source to points on the site where water is used. Furnish potable water from domestic source and equip source with Code conforming backflow prevention devices to prevent contamination of source.
- B. Lighting and Electrical Power: Furnish and pay for electric service and power required for the Work. Provide temporary poles and overhead construction, transformers, meters, drops, wiring, panels, circuit and ground fault protection, and fittings for both lighting and power at locations required. Pay charges and fees for making and removal of the temporary service connections. Provide temporary lighting required for performance of the Work.
- C. Natural Gas: Furnish and pay for natural gas required for the Work including all charges required by the serving utility company. Provide temporary distribution piping, controls, and protection devices as required.
- 3.07 TEMPORARY HEAT: Furnish and pay for heat, fuel, and services to protect the Work against injury from dampness and cold until final acceptance. Building heating system may be used for temporary heating. Furnish a competent engineer to operate system. The Contractor shall be solely responsible for damage to the heating equipment and system during such temporary heating operations. Operate the heating system as necessary to maintain correct temperatures within the building during finishing operations, and include provisions for venting obnoxious, flammable, or hazardous fumes to the exterior.
- A. Drywall: Maintain building temperature at a minimum 55°F for not less than 7 days prior to drywall application and during the application, drying of tape, and finishing. Maintain adequate ventilation during taping and finishing.
- B. Finishes: Maintain building temperature at a minimum 65°F before any finish lumber and millwork are delivered, and during the placing of finish and finishing operations such as painting and installation of resilient coverings.
- C. Ventilation: Furnish and operate ventilation fans or equivalent equipment discharging to the exterior as required to ensure drying of materials installed in enclosed or below-grade building levels and spaces. Attention is directed to the removal of moisture released from concrete and other cementitious materials in such areas and spaces.

- D. Filters: During the temporary heating and ventilating, equip air distribution systems with temporary throwaway filters to prevent dust entering air supply and return systems. Be responsible for delivering the air systems free of dust and lint at time of final acceptance of the Work.
- 3.08 REMOVAL AND RESTORATION: Remove construction facilities and temporary controls, and all other construction of temporary nature, from the building and construction site as soon as progress of Work permits. Without limitation, items to be removed include temporary barricades of any kind, project sign, and temporary utility services. Before Substantial Completion of the Work, recondition and restore all portions of the site and building occupied by temporary construction facilities and controls to acceptable condition.
- 3.09 BUILDING USE BY CONTRACTOR: When authorized by the Owner, the Contractor may move all the temporary office facilities into designated areas of completed portions of the building but shall vacate, restore, and recondition all areas so occupied prior to Substantial Completion.

END OF SECTION

SECTION 01 60 00
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General product requirements.
- B. LEED-related product requirements.
- C. Transportation, handling, storage and protection.
- D. Product option requirements.
- E. Substitution limitations and procedures.

1.02 RELATED REQUIREMENTS

- A. Section 01 35 15 - LEED Certification Procedures: Requirements for LEED reports.
- B. Section 01 61 16 - Volatile Organic Compound (VOC) Content Restrictions: Requirements for VOC-restricted product categories.
- C. Section 01 74 19 - Construction Waste Management and Disposal: Waste disposal requirements potentially affecting packaging and substitutions.

1.03 REFERENCE STANDARDS

- A. 16 CFR 260 - Guides for the Use of Environmental Marketing Claims; Federal Trade Commission; current edition.

1.04 SUBMITTALS

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.
- D. LEED Submittals: Use forms provided in Section 01 35 16.

PART 2 PRODUCTS

2.01 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by the Contract Documents.
- B. Do not use products having any of the following characteristics:
 - 1. Made using or containing CFC's or HCFC's.
- C. Where all other criteria are met, Contractor shall give preference to products that:
 - 1. Are extracted, harvested, and/or manufactured closer to the location of the project.
 - 2. Result in less construction waste.
- D. Regionally-Sourced Products:

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1. Overall Project Requirement: Provide materials amounting to a minimum of 20 percent of the total value of all materials (excluding plumbing, HVAC, electrical, elevators, and other equipment) that have been extracted, harvested, or recovered, as well as manufactured, within a radius of 500 miles (535 km) from the project site.
 - a. This provision is applicable to LEED Credit MR 5.2; show quantity on LEED report
 2. Specific Product Categories: Provide regionally-sourced products as specified elsewhere.
 3. LEED Submittals: Indicate location of manufacture; in all cases indicate location of final assembly; for harvested products, indicate location of harvest; for extracted (i.e. mined) products, indicate location of extraction; for products involving multiple manufacturing steps, indicate all locations of manufacture or assembly; provide manufacturer or supplier certification of location information.
- E. Products with Recycled Content:
1. Specific Product Categories: Provide recycled content as specified elsewhere.
 2. Calculations: Where information about recycled content is required to be submitted:
 - a. Determine percentage of post-consumer and post-industrial content separately, using the guidelines contained in 16 CFR 260.7(e).
 - b. Previously used, reused, refurbished, and salvaged products are not considered recycled.
 - c. Wood fabricated from timber abandoned in transit to original mill is considered reused, not recycled.
 - d. Determine percentage of recycled content of any item by dividing the weight of recycled content in the item by the total weight of all material in the item.
 - e. Determine value of recycled content of each item separately, by multiplying the content percentage by the value of the item.
 3. LEED Submittals: State unit cost, post-consumer and post-industrial content percentages, quantity installed, total material cost, and total recycled content value; attach evidence of contents from either manufacturer or an independent agency.

2.02 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

PART 3 EXECUTION

3.01 SUBSTITUTION PROCEDURES

- A. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- B. A request for substitution constitutes a representation that the submitter:
 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 2. Will provide the same warranty for the substitution as for the specified product.
 3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
 4. Waives claims for additional costs or time extension that may subsequently become apparent.
- C. Substitution Submittal Procedure:
 1. Submit three copies of request for substitution for consideration. Limit each request to one

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- proposed substitution.
- 2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.
- 3. The Architect will notify Contractor in writing of decision to accept or reject request.

3.02 TRANSPORTATION AND HANDLING

- A. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- B. Transport and handle products in accordance with manufacturer's instructions.
- C. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- D. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- E. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.
- F. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.03 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- G. Prevent contact with material that may cause corrosion, discoloration, or staining.
- H. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

SECTION 01 61 16**VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. VOC restrictions for product categories listed below under "DEFINITIONS."
- B. All products of each category that are installed in the project must comply; Owner's project goals do not allow for partial compliance.

1.02 DEFINITIONS

- A. VOC-Restricted Products: All products of each of the following categories when installed or applied on-site in the building interior:
 - 1. Adhesives, sealants, and sealer coatings.
 - 2. Carpet.
 - 3. Carpet cushion.
 - 4. Carpet tile.
 - 5. Paints and coatings.
 - 6. Cabinet work.
 - 7. Composite wood and agrifiber products used either alone or as part of another product.
- B. Interior of Building: Anywhere inside the exterior weather barrier.
- C. Adhesives: All gunnable, trowelable, liquid-applied, and aerosol adhesives, whether specified or not; including flooring adhesives, resilient base adhesives, and pipe jointing adhesives.
- D. Sealants: All gunnable, trowelable, and liquid-applied joint sealants and sealant primers, whether specified or not; including firestopping sealants and duct joint sealers.

1.03 SUBMITTALS

- A. See Section 01 33 00 - Submittal Requirements, for submittal procedures.
- B. Evidence of Compliance: Submit for each different product in each applicable category.
 - 1. Identify evidence submittals with the words "LEED Report".
- C. Product Data: For each VOC-restricted product used in the project, submit product data showing compliance, except when another type of evidence of compliance is required.
- D. Installer Certifications for Accessory Materials: Require each installer of any type of product (not just the products for which VOC restrictions are specified) to certify that either 1) no adhesives, joint sealants, paints, coatings, or composite wood or agrifiber products have been used in the installation of his products, or 2) that such products used comply with these requirements.

1.04 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Independent firm specializing in performing testing and inspections of the type specified in this section.

PART 2 PRODUCTS**2.01 MATERIALS**

- A. Adhesives and Joint Sealants: Provide only products having volatile organic compound (VOC)

content not greater than required by South Coast Air Quality Management District Rule No.1168.

1. Evidence of Compliance: Acceptable types of evidence are:
 - a. Report of laboratory testing performed in accordance with requirements.
- B. Aerosol Adhesives: Provide only products having volatile organic compound (VOC) content not greater than required by GreenSeal GS-36.
 1. Evidence of Compliance: Acceptable types of evidence are:
 - a. Current GreenSeal Certification.
- C. Paints and Coatings:
 1. Provide coatings that comply with the most stringent requirements specified in the following:
 - a. 40 CFR 59, Subpart D--National Volatile Organic Compound Emission Standards for Architectural Coatings.
 - b. USGBC LEED Rating System, edition as stated in Section 013515; for interior wall and ceiling finish (all coats), anti-corrosive paints on interior ferrous metal, clear wood stains and finishes, sanding sealers, other sealers, shellac, and floor coatings.
 2. Determination of VOC Content: Testing and calculation in accordance with 40 CFR 59, Subpart D (EPA Method 24), exclusive of colorants added to a tint base and water added at project site; or other method acceptable to authorities having jurisdiction.
 3. Evidence of Compliance: Acceptable types of evidence are:
 - a. Report of laboratory testing performed in accordance with requirements.
 - b. Published product data showing compliance with requirements.
- D. Carpet and Adhesive: Provide products having VOC content not greater than that required for CRI Green Label Plus certification.
 1. Evidence of Compliance: Acceptable types of evidence are:
 - a. Current Green Label Plus Certification.
 - b. Report of laboratory testing performed in accordance with requirements.
- E. Carpet Tile and Adhesive: Provide products having VOC content as specified in Section 09 68 13.
- F. Composite Wood and Agrifiber Products and Adhesives Used for Laminating Them: Provide products having no added urea-formaldehyde resins.
 1. Evidence of Compliance: Acceptable types of evidence are:
 - a. Published product data showing compliance with requirements.

PART 3 EXECUTION

3.01 FIELD QUALITY CONTROL

- A. Owner reserves the right to reject non-compliant products, whether installed or not, and require their removal and replacement with compliant products at no extra cost to Owner.
- B. All additional costs to restore indoor air quality due to installation of non-compliant products will be borne by Contractor.

END OF SECTION

SECTION 01 61 16.01

ACCESSORY MATERIAL VOC CONTENT CERTIFICATION FORM

1.01 FORM

- A. Identification:
 - 1. Project Name: _____
 - 2. Project No.: _____
 - 3. Architect: _____
- B. Use of This Form:
 - 1. Because installers are allowed and directed to choose accessory materials suitable for the applicable installation, there is a possibility that such accessory materials might contain VOC content in excess of that permitted, especially where such materials have not been explicitly specified.
 - 2. Contractor is required to obtain and submit this form from each installer of work on this project.
 - 3. For each product category listed, circle the correct words in brackets: either [HAS] or [HAS NOT].
 - 4. If any of these accessory materials has been used, attach to this form product data and MSDS sheet for each such product.
- C. VOC content restrictions are specified in Section 01 61 16.

2.01 PRODUCT CERTIFICATION

- A. I certify that the installation work of my firm on this project:
 - 1. [HAS] [HAS NOT] required the use of any ADHESIVES.
 - 2. [HAS] [HAS NOT] required the use of any JOINT SEALANTS.
 - 3. [HAS] [HAS NOT] required the use of any PAINTS OR COATINGS.
 - 4. [HAS] [HAS NOT] required the use of any COMPOSITE WOOD or AGRIFIBER PRODUCTS.
- B. Product data and MSDS sheets are attached.

3.01 CERTIFIED BY: (Installer/Manufacturer/Supplier Firm)

- A. Firm Name: _____
- B. Print Name: _____
- C. Signature: _____
- D. Title: _____ (officer of company)
- E. Date: _____

END OF SECTION

SECTION 01 63 00**PRODUCT SUBSTITUTION PROCEDURES****PART 1 - GENERAL**

- 1.01 SUMMARY: This Section covers general requirements pertaining to product substitution procedures.
- 1.02 SUBMITTALS: Submittals required for proposed substitutions shall conform to Section 01 33 00.
- 1.03 PROPOSED SUBSTITUTION PROCEDURES:
- A. Prior to Receipt of Bids: Submit proposed substitutions to Architect not less than 10 working days prior to Bid Date. The Architect may require submission of Drawings, Product Data, Samples, and other information in approved form for consideration of proposed substitutions. All Bidders will be notified of approved substitutions.
 - B. After Award of Contract: Submit proposed substitutions to Architect within 35 days after the date a Notice to Proceed is issued or the Agreement is executed, whichever is the earlier. Submit proposed substitutions relating to a particular Subcontract or trade at one time on the specified Substitution Request Form listing proposed items to be substituted for indicated or specified items, and stating amounts for variations in costs. Include Shop Drawings, Product Data, Samples, and other information to extent requested by the Architect. After said time period, proposed substitutions will not be considered unless a specified product is no longer available for causes beyond control of the Contractor, and the Contractor verifies this fact and furnishes complete evidence thereof satisfactory to the Owner and Architect, or a change in governing regulatory requirements makes a revision in design or material usage mandatory.
 - C. Approval or Rejection: Approval or rejection of proposed substitutions is at the Owner's discretion. The Owner's judgement will be final and will include consideration of the following factors among others in comparing equality of proposed substitutions with indicated or specified requirements: (1) Quality of the materials, structural strength, construction, fabrication, and performance and function, mechanically and technically; (2) Appearance and finish, or surface characteristics permitting required finish to be applied; (3) If proposed substitutions require altering arrangement of adjoining or related Work, resulting arrangements must be equal in convenience, practicality, and appearance to the original arrangement; (4) Products equal in quality and utility are usually competitive products and nominally equal in price. If approval is requested for materials or equipment more economical than the specified products the Owner may require the specified products with no increase to the Contract Sum; (5) An inequality in the availability of replacement parts or in maintenance services may be a determining factor, and; (6) Code approvals and service history.
 - D. Resubmission of Proposed Substitutions: Do not resubmit any previously rejected proposed substitutions in modified form. Upon rejection of a proposed substitution, Bidder may submit another proposed substitution within time limits stated above. If the second proposed substitution is rejected or not received by the Architect within the specified time, provide only indicated and specified Work at no additional cost to Owner.
 - E. Compliance: Use of approved substitutions does not relieve the Contractor from full compliance with the Contract Documents. The Contractor shall bear all extra expense resulting from approved substitutions where approved substitutions affect adjoining or related Work.
 - F. Unauthorized Substitutions: If substitute materials are installed without prior approval, remove all the unauthorized materials and install those indicated or specified, at no extra cost to the Owner.

- 1.04 **SUBSTITUTION REQUEST FORM:** Submit proposed substitutions on the following Substitution Request Form which may be duplicated for use. Attach additional pages and/or data as specified and required for consideration of proposed substitutions.

END OF SECTION

SUBSTITUTION REQUEST FORM

TO: DLR Group WWCOT
4280 Latham Street, Suite H
Riverside, Calif. 92501

Project: _____

SECTION PARAGRAPH SPECIFIED ITEM

PROPOSED SUBSTITUTE: _____

Attach a complete description, designation, catalog or model number, Spec Data Sheet or equivalent, and all other technical data, including laboratory tests if applicable. Fill in blanks below:

1. Will substitution affect dimensions indicated on Drawings? _____

2. Will substitution affect wiring, piping, ductwork, etc. on the Drawings?

3. What effect will substitution have on other trades? _____

4. Differences between proposed substitute and specified item? _____

5. Reason for substitution? _____
6. Will the undersigned pay for Architectural/Engineering costs required to revise the Contract Drawings caused by this substitution? _____
7. Manufacturer's guarantees of specified items and proposed items are?
Same _____ Different (explain) _____

Submitted by: _____

Firm _____

Address _____

Date _____ Phone _____

REVIEW COMMENTS

Accepted _____

Accepted as noted
(See attached copy)

Not Accepted _____

Received too late

By _____

Remarks _____

SECTION 01 64 00**OWNER-FURNISHED PRODUCTS****PART 1 - GENERAL**

- 1.01 **SUMMARY:** This Section covers general requirements for Owner-furnished Contractor-installed materials or equipment, referred to herein collectively as OFCI items.
- 1.02 **SUBMITTALS:** Refer to Section 01 33 00 for procedures. Obtain necessary information from Owner as to manufacturer, model, and type of each OFCI item to be furnished. Submit Shop Drawings showing dimensioned rough-in diagrams for each OFCI item requiring utility connections, dimensioned locations of backing plates required in walls and partitions, and details of connections to supports for all OFCI items.
- 1.03 **CONDITIONS:** In each case, Contractor is responsible for correct and properly located installation of the OFCI items in accordance with the various manufacturers' specifications and instructions.
- A. **Conflicts:** If conflict occurs between the requirements for the OFCI items and actual field conditions, Contractor shall not install the affected items until the conflict is resolved. No extra payment will be made to the Contractor for correction of improper installation of OFCI items when reasonably adequate data and instructions for installation were furnished by the Owner or various OFCI item manufacturers.
- B. **Installation:** Install OFCI items complete in every detail with each product accurately and correctly placed, connected, and tested.
- C. **Delivery:** OFCI items will be delivered to the site. Contractor shall receive and unload OFCI items, place in covered storage or enclosed building, and be responsible therefor after delivery. OFCI items that are damaged, abused, lost, or stolen while in Contractor's custody and control or damaged or defaced during installation shall be repaired, replaced, or otherwise made good to the Owner's satisfaction at the Contractor's expense.
- D. **Inspection of Delivered OFCI Items:** Within 10 working days after delivery of the OFCI items, the Contractor shall open and uncrate the items for inspection. The Owner's representative and Contractor shall inspect each item and maintain a written record of all damage, missing parts, and other defects disclosed, all of which will be made good by the Owner. After the inspection, Contractor shall be solely responsible for the OFCI items as specified above.
- E. **Templates:** Templates furnished by various OFCI item manufacturer's shall be kept at the site for reference and stored readily available to both the Owner and Architect. Deviations from manufacturers' templates will not be approved.
- F. **Additional Information:** Contractor may request and receive from Owner any necessary additional information, specifications, templates, and like items from any of the manufacturers of the OFCI items. The Contractor may request a manufacturer's representative to supervise installation of any OFCI item, but at no extra cost to the Owner.

PART 2 - PRODUCTS

- 2.01 **OFCI EQUIPMENT:** The list of OFCI items is shown on the Drawings. Contractor shall provide attachments, fittings, fasteners, connectors, and other ancillary materials required for the installations but not usually furnished by the OFCI item manufacturers, types as approved.

PART 3 - EXECUTION

- 3.01 **INSTALLATION:** Conform installation to each OFCI item manufacturer's specifications, templates, and information, including the necessary assembling of components or sub-assemblies.
- 3.02 **TESTS:** Theall opera Contractor shte and test each operable OFCI item when installed and connected. If malfunction occurs through no fault of the Contractor, the Owner will make the defect good; otherwise, the Contractor shall effect all the necessary corrections so the OFCI item operates properly and as intended, at the Contractor's expense.

END OF SECTION

SECTION 01 70 00
PROJECT CLOSE-OUT

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Contract General Conditions.

1.02 SUMMARY

- A. This Section specifies administrative and procedural requirements for project close-out, including but not limited to:

1. Final inspection procedures.
2. Operating and maintenance manual submittal
3. HVAC balance report
4. Spare parts/materials
5. Keys/keying
6. Submittal of warranties
7. Training
8. Record drawings and specifications
9. Fire Marshal inspection
10. Elevator inspection
11. Other regulatory inspections
12. Removal of temporary facilities
13. Final cleaning
14. Commissioning/equipment startup

1.03 PUNCH-LIST INSPECTION

- A. When each building/phase is, in the opinion of the Contractor, complete in all respects, the Contractor shall call for a punch-list inspection.

- B. Inspection Procedures: On receipt of a request for inspection, the Riverside County Representative will schedule the Inspection. The Architect will then perform a preliminary walk-through. If, in the judgment of the Riverside County Representative and the Architect, the project is not sufficiently complete in all respects, the Riverside County Representative will so advise the Contractor and discontinue the inspection.

1. The Riverside County Representative and Architect will repeat inspection when requested and assured that the work has been completed.
2. Results of the completed inspection will form the basis of requirements for final acceptance punch-list.

1.04 RECORD DOCUMENT SUBMITTAL

- A. General: Do not use record documents set as a working drawing set for construction purposes. Protect from deterioration and loss in a secure, fire-resistive location. Provide access to record documents for The Trustees' and the Architect's reference during normal working hours throughout the course of the Project.

- B. Record Drawings: Maintain a clean, undamaged set of blue or black line prints of

Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies from the Work as originally shown or specified. Mark whichever drawing is most capable of showing conditions fully and accurately; where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.

1. Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the work.
 2. Mark new information that is important to Riverside County, but was not shown on Contract Drawings or Shop Drawings. Show all utilities, obstructions, etc. not previously noted in the Contract Documents, but discovered through completion of the work.
 3. Note related Change Order, Field Instruction and RFI numbers where applicable.
 4. Update Record Drawings at a minimum of once per week throughout the course of the Project.
 5. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.
 6. Upon completion of the work, submit Record Drawings to the Riverside County Representative for further processing.
- C. Record Specifications: Maintain one complete copy of the Project Specifications, including addenda, and one copy of other written construction documents such as Change Orders, Field Instructions, RFI's and modifications issued in printed form during construction. Mark these documents to show substantial variations in actual work performed in comparison with the text of the Specifications and modifications. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation. Note related record drawing information and Product Data.
1. Upon completion of the work, submit record Specifications to the Architect for Riverside County's records.
- D. Operating and Maintenance Manuals: Submit three (3) sets to the Architect for review and approval.

1.05 CLOSE-OUT PROCEDURES: Close-out Meeting

- A. The Riverside County Representative will call for a Project close-out meeting approximately four to six weeks prior to the anticipated completion date.
1. At this meeting a completion Action List will be prepared listing all major items required to be completed prior to the issuance of the Notice of Completion.
 2. The action-list shall assign a responsibility and a projected completion date to each item.
 3. The contractor shall be solely responsible for the timely completion of all required close-out items.

1.06 FINAL CLEANING

- A. General Cleaning: General cleaning during the construction period is required by the General Conditions and included in Section 01 50 00 "Temporary Facilities".
- B. Cleaning Standards: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions.
 - 1. Complete the following cleaning operations before requesting inspection for Certification of Completion.
 - a. Remove labels that are not permanent labels. Remove temporary protective coverings from finish hardware, toilet accessories and other items.
 - b. Clean transparent materials, including mirrors and glass in doors and windows (inside and outside). Remove glazing compound and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials.
 - c. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films and similar foreign substances. Restore reflective surfaces to their original reflective condition.
 - d. Leave concrete floors broom clean. Thoroughly clean all finish flooring materials in accordance with manufacturer recommendations to as-new condition. Remove any stains, films, or foreign materials. Thoroughly vacuum all carpets and shampoo if necessary.
 - e. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean and polish plumbing fixtures to a sanitary condition. Clean light fixtures, lamps and lenses.
 - f. Clean the site, including landscape development areas, of rubbish, litter and foreign substances. Sweep paved areas broom clean; remove stains, spills and other foreign deposits.
- C. Pest Control: Engage an experienced licensed exterminator to make a final inspection, and rid the project of rodents, insects and other pests.
- D. Removal of Protection: Remove temporary protection and facilities installed for protection of the work during construction and repair site to previous conditions.
- E. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner. Where extra materials of value remaining after completion of associated work have become the Riverside County's property, arrange for disposition of these materials as directed.

1.07 FINAL ACCEPTANCE

- A. Preliminary Procedures: Before requesting final inspection for certification of Riverside

County and Architect's final acceptance, complete the following:

1. Submit a certified copy of the Architect's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and the list has been endorsed and dated by the Architect and the Riverside County Representative.
- B. Re-inspection Procedure: The Trustees and Architect will re-inspect the work upon receipt of notice that the work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Trustees.
1. Upon completion of re-inspection, the Architect will prepare and submit to The Trustees, a certificate of final acceptance, or advise the Contractor of work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
 2. Upon final acceptance by the Trustees and the Architect, the Riverside County Representative will then prepare a letter to the Trustees stating that the project has been constructed in accordance with the contract documents and is complete in all respects.
- C. Completion Schedule: All punchlist corrections shall be completed by Contractor within 30 days after Substantial Completion or the contract completion date, whichever is earlier. The Trustees reserve the right to complete any outstanding punchlist work remaining after the thirty day period at Contractor's expense.
- D. Additional Inspections: Should additional re-inspections be required, Contractor shall reimburse Trustees for Riverside County Representative's and Architect's account for time spent in conducting additional re-inspections at a rate of 2.5 times rate of Direct Personnel Expense (DPE). Direct Personnel Expense is defined as direct salaries of Riverside County Representative's and Architect's personnel engaged on Project and portion of costs of mandatory and customary contributions and benefits related thereto, including employment taxes and other statutory benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits.

END OF SECTION

SECTION 01 71 00**EXAMINATION****PART 1 - GENERAL**

- 1.01 SUMMARY: This Section covers general requirements for examination of Work in place and conditions, correction of unsatisfactory conditions, and manufacturer participation where specified.
- 1.02 VERIFICATION OF CONDITIONS:
- A. Examination of Work In Place: Prior to installing any part of the Work, the installing Contractor, Subcontractor, or Sub-subcontractor of any tier shall inspect the Work in place to receive the Work to be installed and arrange for correction of defects in the existing workmanship, material, or conditions that may adversely affect Work to be installed. Such inspections shall include test applications of materials to be installed as required to establish the correct condition of surfaces and substrates involved.
 - B. Acceptance of Conditions: Installation of products, materials, or equipment on, into, or connected to the Work in place is acceptance by the installing Contractor, Subcontractor, or Sub-subcontractor of any tier of such Work in place as being in proper condition to receive the products, materials, or equipment to be applied, installed, or connected and waiver of claim that the Work in place is defective as pertains to warranty requirements, excluding unascertainable or concealed conditions.
- 1.03 MANUFACTURER PARTICIPATION: Where Specifications require any product, material, or item of equipment to be installed or applied under the supervision or inspection of the material manufacturer or its representative, the manufacturer or its representative also shall inspect the Work in place and, if the Work in place is satisfactory to the manufacturer, issue a letter of approval of the existing conditions, surfaces, or substrates, as applicable, to the Architect and the Contractor; however, if such conditions, surfaces, or substrates are not satisfactory, the manufacturer or its representative shall issue a letter to Architect and Contractor fully detailing and describing the unsatisfactory conditions and corrections required. When all corrections so required are done, manufacturer or its representative shall re-inspect the Work involved and, if satisfactory, issue the said letter of approval. The Contractor shall give timely notice to the involved manufacturers, make necessary arrangements for manufacturers' supervision or inspection, and verify the specified manufacturers' letters are issued.

END OF SECTION

SECTION 01 72 00

FIELD ENGINEERING

PART 1 - GENERAL

- 1.01 SUMMARY: This Section covers the Contractor's responsibility for surveying, layout of the Work, and general engineering.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

- 3.01 LAYING OUT THE WORK: The Contractor shall employ a registered Civil Engineer or Land Surveyor (hereafter referred to as Surveyor) to lay out the entire Work and set grades, lines, levels, and positions throughout the site. Before beginning Work, locate all general reference points, establish permanent monuments, and take action as necessary to prevent their destruction; then lay out all lines, elevations, and measurements for entire Work including buildings, grading, paving, utilities, and other Work. Verify the figures and dimensions indicated on the Drawings and accept responsibility for errors resulting from failure to so verify. Establish permanent monuments on curbs, manholes, or pavements, or with concrete embedded steel pipe with lead plug and brass nail, as approved. Show exact locations and elevations of the permanent monuments on the Record Drawings.
- 3.02 VERIFICATION SURVEYS: Attention is directed to other Sections which require verification or measurement of installed Work by surveys or similar operations. The Surveyor shall perform and certify all such verification surveys or measuring at Contractor's expense.

END OF SECTION

SECTION 01 73 29
CUTTING AND PATCHING

PART 1 - GENERAL

1.01 Related Documents

- A. Contract General Conditions.
- C. Section 01 31 13: Coordination.
- D. Section 01 33 00: Submittals.

1.02 Summary

- A. This Section specifies administrative and procedural requirements for cutting and patching.
- B. Work included in this Section:
 - 1. Cutting and patching not required to be performed as part of the work of other sections.
 - 2. Cutting and patching existing work altered or disturbed to accommodate new construction.
 - 3. Cutting and patching existing work damaged or defaced during new construction as required to restore to previously existing (or better) condition.
 - 4. Cutting and patching required to:
 - a. Install or correct non-coordinated work.
 - b. Remove and replace defective and non-conforming work.
 - c. Remove samples of installed work for testing.
- C. Refer to other Sections and drawings for specific requirements of the extent and limitations applicable to cutting and patching, demolishing, or altering existing work of specific trades and/or divisions.
 - 1. Requirements of this Section also apply to mechanical and electrical installations. Refer to Division 23 and Division 26 Sections for additional requirements and limitations applicable to cutting and patching mechanical and electrical installations.

1.03 Submittals

- A. Cutting and Patching Proposal: Where approval of procedures for cutting and patching is required before proceeding, submit a proposal describing procedures well in advance of the time cutting and patching will be performed and request approval to proceed. Include the following information, as applicable, in the proposal:

1. Describe the extent of cutting and patching required and how it is to be performed.
2. Describe anticipated results in terms of changes to existing construction; include changes to structural elements and operating components as well as changes in the building's appearance and other significant visual elements.
3. List products to be used and firms or entities that will perform work.
4. Indicate dates when cutting and patching is to be performed.
5. List utilities that will be disturbed or affected, including those that will be relocated and those that will be temporarily out-of-service. Indicate how long service will be disrupted.
6. Where cutting and patching involves addition of reinforcement to structural elements, submit details to show how reinforcement is integrated with the original structure.
7. Approval by the Architect to proceed with cutting and patching does not waive the Architect's right to later require complete removal and replacement of a part of the Work found to be unsatisfactory.
8. Effects on Riverside County operations and on concurrent operations construction by other contractors.

1.04 Quality Assurance

- A. Requirements for Structural Work: Do not cut and patch structural elements in a manner that would reduce their load-carrying capacity or load-deflection ratio.
 1. Obtain approval from the Architect of the cutting and patching proposal before cutting and patching the following structural elements:
 - Bearing and retaining walls
 - Structural concrete
 - Structural steel
 - Lintels
 - Timber and primary wood framing
 - Structural decking
 - Stair systems
 - Miscellaneous structural metals
 - Equipment supports
 - Piping, ductwork, vessels and equipment
- B. Operational and Safety Limitations: Do not cut and patch operating elements or safety related components in a manner that would result in reducing their capacity to perform as intended, or result in increased maintenance, or decreased operational life or safety.
 1. Obtain approval of the cutting and patching proposal before cutting and patching the following operating elements or safety related systems:
 - Primary operational systems and equipment

Air or smoke barriers
 Water, moisture, or vapor barriers
 Membranes and flashings
 Fire protection systems
 Noise and vibration control elements and systems
 Control systems
 Communication systems
 Electrical wiring systems

- C. Visual Requirements: Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in the Architect's opinion, reduce the building's aesthetic qualities, or result in visual evidence of cutting and patching. Remove and replace work cut and patched in a visually unsatisfactory manner.
- D. If possible retain the original installer or fabricator throughout construction phases to cut and patch the following categories of exposed work. If it is not possible to engage the original installer or fabricator, engage another recognized experienced and specialized firm:

Concrete finishes
 Masonry
 Stucco and ornamental plaster
 Acoustical ceilings
 Painting
 Wall covering
 HVAC enclosures, cabinets or covers

PART 2 - PRODUCTS

2.01 Materials

- A. Use materials that are identical to existing materials unless not available. If identical materials are not available or cannot be used where exposed surfaces are involved, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect. BEFORE PROCEEDING CONTRACTOR SHALL OBTAIN APPROVAL OF THE ARCHITECT.
- B. Use materials whose installed performance will equal or surpass that of existing materials.

PART 3 - EXECUTION

3.01 Inspection

- A. Before cutting existing surfaces, examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed. Take corrective action before proceeding, if unsafe or unsatisfactory conditions are encountered.
1. Before proceeding, meet at the site with parties involved in cutting and patching, including asbestos abatement, mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

3.02 Preparation

- A. Temporary Support: Provide temporary support of Work to be cut where required.
- B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of the Project that might be exposed during cutting and patching operations.
- C. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Take all precautions necessary to avoid cutting existing pipe, conduit or ductwork serving the building, but scheduled to be removed or relocated until provisions have been made to bypass them.

3.03 Performance

A. General

- 1. Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.
- 2. Cut existing construction to provide for installation of other components or performance of other construction activities and the subsequent fitting and patching required to restore surfaces to their original condition.

B. Cutting

- 1. Cut existing construction using methods least likely to damage elements to be retained or adjoining construction. Where possible review proposed procedures with the original installer; comply with the original installer's recommendations.
- 2. In general, where cutting is required use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slots neatly to size required with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
- 3. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.
- 4. Cut through concrete and masonry using a cutting machine such as a carborundum saw or diamond core drill.
- 5. By-pass utility services such as pipe or conduit, before cutting, where services are shown or required to be removed, relocated or abandoned. Cut-off pipe or conduit in walls or partitions to be removed. Cap, valve or plug and seal the remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after by-passing and cutting.
- 6. Provide fire-safe seals to maintain fire rating at all penetrations.

C. Patching

1. Patch with durable seams that are as invisible as possible. Comply with specified tolerances.
 2. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.
 3. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 4. Where removal of walls or partitions extends one finished area into another, patch and repair floor and wall surfaces in the new space to provide an even surface of uniform color and appearance. Remove existing floor and wall coverings and replace with new materials if necessary to achieve uniform color and appearance. Where patching occurs in a smooth painted surface, extend final paint coat over entire unbroken wall section containing the patch, after the patched area has received primer and second coat.
 5. Patch, repair or re-hang existing ceilings as necessary to provide an even plane surface of uniform appearance.
 6. Replace concrete walkways to nearest construction joint. Any required repair to a portion of a walkway panel shall require full replacement of said panel from joint to joint in both the north-south and east-west direction.
- D. Plaster Installation: Comply with manufacturer's instructions and install thickness and coats as indicated.

3.04 Cleaning

- A. Thoroughly clean areas and spaces where cutting and patching is performed or used as access. Remove completely paint, mortar, oils, putty and items of similar nature. Thoroughly clean piping, conduit and similar features before painting or other finishing is applied. Restore damaged pipe covering to its original condition.

END OF SECTION

SECTION 01 74 00**CLEANING****PART 1 - GENERAL**

1.01 SUMMARY: This Section covers general requirements for cleaning up during the Work and for final cleaning.

PART 2 - PRODUCTS (Not Applicable)**PART 3 - EXECUTION**

3.01 CLEAN UP AND DISPOSAL: Requirements herein are part of all other Sections of the Specifications and shall be coordinated with such additional clean up and disposal requirements as may be specified in other Sections.

- A. General: Leave the entire Work broom clean except where vacuum clean or another condition is indicated or specified. Where Work in place is damaged, defaced, stained, or otherwise defective and cleaning does not eliminate the defective condition, the Contractor shall remove the defective Work and provide new conforming Work as directed and approved, at no extra cost to the Owner.
1. Control During Work: Take care to avoid spread of dust, dirt, debris, water, paint, cement, sprayed materials, and other substances about the site or to adjacent property. Clean up splatterings or spills of materials at time of occurrence. Remove dirt, debris, waste, and rubbish frequently, and do not allow to accumulate in the structure or on the site. Do not store flammable or toxic materials in the structure.
 2. Contractor's Supervision: Inform all trades and workmen of cleaning up requirements specified, and monitor where Work is in progress to ensure full compliance with all clean up requirements in this and other Sections.
 3. Architect's Inspection: Give the Architect at least 3 working days advance notice of readiness for inspection as each phase or area of the Work is completed for occupancy. Correct deficient cleaning operations as determined and directed by Architect.
- B. Final Clean Up - Exterior: Clean surfaces of construction and site including fixtures, walls, soffits, floors, hardware, roofs, window and opening ledges and sills, horizontal projections, steps and platforms, walkways, rails, and all like surfaces, and adjoining private and public property to the extent soiled by the Contractor's operations.
- C. Final Clean Up - Interior: Leave all surfaces in vacuum clean condition with all dust, dirt, stains, handmarks, paint spots, droppings, and other blemishes and defects completely removed, and conform to following requirements:
1. Hard Floors: Wash and dry concrete, tile, elastomeric, and similar floors, free of streaks or stains.
 2. Resilient Flooring: Freshly wax and buff resilient flooring specified to be waxed in accordance with requirements in Division 9.
 3. Resilient Bases: Clean off adhesive smears and dirt, and wipe clean.
 4. Carpet: Vacuum clean free of lint, soil, and dust.

5. Bare and Painted Surfaces: Clean of dust, lint, streaks, or stains.
 6. Tile Walls: Clean and polish.
 7. Wall Coverings: Remove all adhesive, dirt, or stains on surfaces.
 8. Hardware and Natural Metal: Clean and polish all the exposed surfaces using non-corrosive and non-abrasive materials.
 9. Ceilings: Clean and free of stains, handmarks, and defacing.
 10. Fixture and Equipment Items: Clean and polish all plumbing fixtures, air diffusers, grilles, and registers, mechanical and electrical fixtures and devices, and like items. Leave lighting fixtures free of dust, dirt, stains, or waste material, diffusers cleaned both sides and reflectors polished. Clean and service operating equipment and machinery, ready for use.
- D. Glass: Wash and polish all vision glass both sides, free of dirt, spots, streaks, and labels. Remove labels and clean and polish mirrors.
- E. Surfaces Not Mentioned: Clean according to the intent of this Section and as required for Architect's approval.
- 3.02 CONTAMINATED EARTH: Final clean up includes removal and disposal of earth that is contaminated or unsuitable for support of plant life in planting areas, and filling of resulting excavations with suitable approved soil as directed and approved. Contaminated areas include those used for disposal of waste concrete, mortar, plaster, masonry, and similar materials, areas in which washing out of concrete and plaster mixers or washing of tools and similar cleaning operations have been performed, and all areas that are oiled, paved, or chemically treated. Do not dispose of waste oil, solvents, paints, solutions, or similar penetrating materials by depositing or burying on Owner's property.
- 3.03 DISPOSAL: Do not dispose of any rubbish or waste material in fills or backfills. Remove debris, rubbish, and waste material from Owner's property to a lawful disposal area and pay hauling and dumping charges. Conform to Federal, State, and local laws, ordinances, rules, regulations, and orders pertaining.

END OF SECTION

SECTION 01 74 19**CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL****PART 1 GENERAL****1.01 WASTE MANAGEMENT REQUIREMENTS**

- A. Owner requires that this project generate the least amount of trash and waste possible.
- B. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.
- C. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.
- D. Contractor shall submit periodic Waste Disposal Reports (Attached to this specification section); all landfill disposal, incineration, recycling, salvage, and reuse must be reported regardless of to whom the cost or savings accrues; use the same units of measure on all reports.
 - 1. Waste Disposal Reports on the forms provided shall be prepared monthly and submitted, through the Architect, to Scott Bruckner, Environmental Control, City of Fontana Public Works.
- E. Contractor shall develop and follow a Waste Management Plan designed to implement these requirements.
- F. Due to the local franchise agreement, the Contractor will be required to contract with Burrtec Waste Industries, Inc., (909-822-9739) for material bins and removal.
- G. Methods of trash/waste disposal that are not acceptable are:
 - 1. Burning on the project site.
 - 2. Burying on the project site.
 - 3. Dumping or burying on other property, public or private.
 - 4. Other illegal dumping or burying.
- H. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, state and local requirements, pertaining to legal disposal of all construction and demolition waste materials.
- I. LEED Certification for this project is dependent on the diversion of 75 percent, by weight, of potential landfill trash/waste by recycling and/or salvage.

1.02 DEFINITIONS

- A. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.
- B. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.
- C. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.
- D. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.
- E. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.
- F. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and

remanufactured into a new product for reuse by others.

- G. Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.
- H. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.
- I. Return: To give back reusable items or unused products to vendors for credit.
- J. Reuse: To reuse a construction waste material in some manner on the project site.
- K. Salvage: To remove a waste material from the project site to another site for resale or reuse by others.
- L. Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.
- M. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.
- N. Toxic: Poisonous to humans either immediately or after a long period of exposure.
- O. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.
- P. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

1.03 SUBMITTALS

- A. See Section 01 33 00 – Submittal Procedures, for submittal procedures. Provide LEED submittal of Waste Management Plan per Section 01 3515.
- B. Waste Management Plan: Include the following information:
 - 1. Analysis of the trash and waste projected to be generated during the entire project construction cycle, including types and quantities.
 - 2. Landfill Options: The name, address, and telephone number of the landfill(s) where trash/waste will be disposed of, the applicable landfill tipping fee(s), and the projected cost of disposing of all project trash/waste in the landfill(s).
 - 3. Landfill Alternatives: List all waste materials that will be diverted from landfills by reuse, salvage, or recycling.
 - 4. Meetings: Describe regular meetings to be held to address waste prevention, reduction, recycling, salvage, reuse, and disposal.
 - 5. Materials Handling Procedures: Describe the means by which materials to be diverted from landfills will be protected from contamination and prepared for acceptance by designated facilities; include separation procedures for recyclables, storage, and packaging.
 - 6. Transportation: Identify the destination and means of transportation of materials to be recycled; i.e. whether materials will be site-separated and self-hauled to designated centers, or whether mixed materials will be collected by a waste hauler.
- C. Waste Disposal Reports: Submit at specified intervals, with details of quantities of trash and waste, means of disposal or reuse, and costs; show both totals to date and since last report.
 - 1. Submit updated Report with each Application for Progress Payment; failure to submit Report will delay payment.
 - 2. Submit Report on a form acceptable to Owner.
 - 3. Landfill Disposal: Include the following information:

- a. Identification of material.
 - b. Amount, in tons or cubic yards (cubic meters), of trash/waste material from the project disposed of in landfills.
 - c. State the identity of landfills, total amount of tipping fees paid to landfill, and total disposal cost.
 - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
4. Incinerator Disposal: Include the following information:
 - a. Identification of material.
 - b. Amount, in tons or cubic yards (cubic meters), of trash/waste material from the project delivered to incinerators.
 - c. State the identity of incinerators, total amount of fees paid to incinerator, and total disposal cost.
 - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
 5. Recycled and Salvaged Materials: Include the following information for each:
 - a. Identification of material, including those retrieved by installer for use on other projects.
 - b. Amount, in tons or cubic yards (cubic meters), date removed from the project site, and receiving party.
 - c. Transportation cost, amount paid or received for the material, and the net total cost or savings of salvage or recycling each material.
 - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
 - e. Certification by receiving party that materials will not be disposed of in landfills or by incineration.
 6. Material Reused on Project: Include the following information for each:
 - a. Identification of material and how it was used in the project.
 - b. Amount, in tons or cubic yards (cubic meters).
 - c. Include weight tickets as evidence of quantity.
 7. Other Disposal Methods: Include information similar to that described above, as appropriate to disposal method.

PART 2 PRODUCTS NOT USED

PART 3 EXECUTION

2.01 WASTE MANAGEMENT PLAN IMPLEMENTATION

- A. Manager: Designate an on-site person or persons responsible for instructing workers and overseeing and documenting results of the Waste Management Plan.
- B. Communication: Distribute copies of the Waste Management Plan to job site foreman, each subcontractor, Owner, and Architect.
- C. Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the project.
- D. Meetings: Discuss trash/waste management goals and issues at project meetings.
 1. Pre-bid meeting.
 2. Pre-construction meeting.
 3. Regular job-site meetings.
- E. Facilities: Provide specific facilities for separation and storage of materials for recycling,

salvage, reuse, return, and trash disposal, for use by all contractors and installers.

1. Provide containers as required.
 2. Provide adequate space for pick-up and delivery and convenience to subcontractors.
 3. Keep recycling and trash/waste bin areas neat and clean and clearly marked in order to avoid contamination of materials.
- F. Hazardous Wastes: Separate, store, and dispose of hazardous wastes according to applicable regulations.
- G. Recycling: Separate, store, protect, and handle at the site identified recyclable waste products in order to prevent contamination of materials and to maximize recyclability of identified materials. Arrange for timely pickups from the site or deliveries to recycling facility in order to prevent contamination of recyclable materials.
- H. Reuse of Materials On-Site: Set aside, sort, and protect separated products in preparation for reuse.
- I. Salvage: Set aside, sort, and protect products to be salvaged for reuse off-site.

END OF SECTION

SECTION 01 79 00**WARRANTIES AND GUARANTEES****PART 1 - GENERAL**

- 1.01 **SUMMARY:** This Section specifies general requirements for the written warranties and guarantees required by the Contract Documents. Submission to and approval by the Owner of the warranties and guarantees is a prerequisite to the final payment under the Contract.
- 1.02 **MANUFACTURERS' WARRANTIES AND GUARANTEES:** Deliver all manufacturers' warranties and guarantees required by the Contract Documents, with Owner named as beneficiary. In addition, for such equipment and machinery, or components thereof, bearing a manufacturers' warranty or guarantee extending for a longer time period than the Contractor's warranty and guarantee, deliver the manufacturers' extended warranties or guarantees in the same manner. Refer to Section 01330, Article "Equipment Data Submittals", for submission of manufacturers' warranty or guarantee data.
- 1.03 **FORM OF WARRANTIES OR GUARANTEES:** All written warranties and guarantees, excepting manufacturers' standard printed warranties and guarantees, shall be submitted on the Contractor's, Subcontractor's, supplier's, or manufacturer's letterhead, as applicable, countersigned by the Contractor, all addressed to the Owner. Warranties and guarantees shall be submitted in duplicate, and in the form shown on the following page, signed by all pertinent parties and by the Contractor in every case, with modifications as may be approved by the Owner to suit the conditions pertaining to the warranty or guarantee.
- 1.04 **SUBMISSION OF WARRANTIES:** The Contractor shall collect and assemble written warranties and guarantees into two bound books and deliver the bound books to the Architect for delivery to the Owner for final review and approval.
- 1.05 **WARRANTY PERIOD -** Warranty period shall commence on the date noted in Article 14 of the General Conditions of the Contract and shall be in force for the period stated.

(CONTINUED)

WARRANTY/GUARANTEE FOR _____ WORK

We, the undersigned, do hereby warranty and guarantee that the parts of the Work described above which we have furnished and/or installed for:

REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE
MEAD VALLEY LIBRARY
OAKWOOD STREET, PERRIS, CALIFORNIA

is in accordance with the Contract Documents and that all said Work as installed will fulfill or exceed all of the Warranty and Guarantee requirements. We agree to repair or replace Work installed by us, together with any adjacent Work which is displaced or damaged by so doing, that proves to be defective in workmanship, material, or operation within a period of _____() year(s) from date of final acceptance of the Work by the Owner or from the Date of Certificate of Substantial Completion, whichever is earlier, ordinary wear and tear and unusual neglect or abuse excepted.

In the event of our failure to comply with the above-mentioned conditions within a reasonable time period determined by the Owner, after notification in writing, we, the undersigned, all collectively and separately, hereby authorize the Owner to have said defective Work repaired and/or replaced and made good, and agree to pay to the Owner upon demand all moneys the Owner may expend in making good said defective Work including collection costs and reasonable attorneys' fees.

Date: _____

(Subcontractor, Sub-subcontractor, Manufacturer, or Supplier)

By _____
Title _____
License No. _____

Date: _____

(Contractor)

By _____
Title _____
License No. _____

Local Representative: For maintenance, repair, or replacement service, contact:

Name:
Address:
Phone Number:

END OF SECTION

SECTION 01 91 13

GENERAL COMMISSIONING REQUIREMENTS

PART 1 GENERAL

1.01 SUMMARY

- A. Commissioning is intended to achieve the following specific objectives; this section specifies the Contractor's responsibilities for commissioning:
 1. Verify that the work is installed in accordance with the Contract Documents and the manufacturer's recommendations and instructions, and that it receives adequate operational checkout prior to startup: Startup reports and Prefunctional Checklists executed by Contractor are utilized to achieve this.
 2. Verify and document that functional performance is in accordance with the Contract Documents: Functional Tests executed by Contractor and witnessed by the Commissioning Authority are utilized to achieve this.
 3. Verify that operation and maintenance manuals submitted to Owner are complete: Detailed operation and maintenance (O&M) data submittals by Contractor are utilized to achieve this.
 4. Verify that the Owner's operating personnel are adequately trained: Formal training conducted by Contractor is utilized to achieve this.
- B. Commissioning, including Functional Tests, O&M documentation review, and training, is to occur after startup and initial checkout and be completed before Substantial Completion
- C. The Commissioning Authority directs and coordinates all commissioning activities; this section describes some but not all of the Commissioning Authority's responsibilities.
- D. The Commissioning Authority is employed by Owner.

1.02 SCOPE OF COMMISSIONING

- A. The following are to be commissioned:
- B. HVAC System, including:
- C. Other equipment and systems explicitly identified elsewhere in Contract Documents as requiring commissioning.

1.03 REFERENCE STANDARDS

- A. PECEI (Samples) - Sample Forms for Prefunctional Checklists and Functional Performance Tests; Portland Energy Conservation, Inc.; located at <http://www.peci.org/library/mcpgs.htm>; current edition.

1.04 SUBMITTALS

- A. See Section 01 33 00 - Submittal Requirements, for submittal procedures; except:
 1. Make all submittals specified in this section, and elsewhere where indicated for commissioning purposes, directly to the Commissioning Authority, unless they require review by Architect; in that case, submit to Architect first.
 2. Submit one copy to the Commissioning Authority, not to be returned.
 3. Make commissioning submittals on time schedule specified by Commissioning Authority.
 4. Submittals indicated as "Draft" are intended for the use of the Commissioning Authority in preparation of Prefunctional Checklists or Functional Test requirements; submit in editable electronic format, Microsoft Word 2003 preferred.
 5. As soon as possible after submittals made to Architect are approved, submit copy of approved submittal to the Commissioning Authority.

6. LEED Submittals: Submit approved submittals in accordance with procedures specified in Section 01 35 15.
- B. Manufacturers' Instructions: Submit copies of all manufacturer-provided instructions that are shipped with the equipment as soon as the equipment is delivered.
- C. Product Data: If submittals to Architect do not include the following, submit copies as soon as possible:
 1. Manufacturer's product data, cut sheets, and shop drawings.
 2. Manufacturer's installation instructions.
 3. Startup, operating, and troubleshooting procedures.
 4. Fan and pump curves.
 5. Factory test reports.
 6. Warranty information, including details of Owner's responsibilities in regard to keeping warranties in force.
- D. Startup Plans and Reports.
- E. Completed Prefunctional Checklists.

PART 2 PRODUCTS

2.01 TEST EQUIPMENT

- A. Provide all standard testing equipment required to perform startup and initial checkout and required Functional Testing; unless otherwise noted such testing equipment will NOT become the property of Owner.
- B. Calibration Tolerances: Provide testing equipment of sufficient quality and accuracy to test and/or measure system performance with the tolerances specified. If not otherwise noted, the following minimum requirements apply:
 1. Temperature Sensors and Digital Thermometers: Certified calibration within past year to accuracy of 0.5 degree F (0.3 degree C) and resolution of plus/minus 0.1 degree F (0.05 degree C).
 2. Pressure Sensors: Accuracy of plus/minus 2.0 percent of the value range being measured (not full range of meter), calibrated within the last year.
 3. Calibration: According to the manufacturer's recommended intervals and when dropped or damaged; affix calibration tags or keep certificates readily available for inspection.
- C. Equipment-Specific Tools: Where special testing equipment, tools and instruments are specific to a piece of equipment, are only available from the vendor, and are required in order to accomplish startup or Functional Testing, provide such equipment, tools, and instruments as part of the work at no extra cost to Owner; such equipment, tools, and instruments are to become the property of Owner.
- D. Dataloggers: Independent equipment and software for monitoring flows, currents, status, pressures, etc. of equipment.
 1. Dataloggers required to for Functional Tests will be provided by the Commissioning Authority and will not become the property of Owner.

PART 3 EXECUTION

3.01 COMMISSIONING PLAN

- A. Commissioning Authority has prepared the Commissioning Plan.
 1. Attend meetings called by the Commissioning Authority for purposes of completing the commissioning plan.
 2. Require attendance and participation of relevant subcontractors, installers, suppliers, and manufacturer representatives.

- B. Contractor is responsible for compliance with the Commissioning Plan.
- C. Commissioning Plan: The commissioning schedule, procedures, and coordination requirements for all parties in the commissioning process.
- D. Commissioning Schedule:
 1. Submit anticipated dates of startup of each item of equipment and system to Commissioning Authority within 60 days after award of Contract.
 2. Re-submit anticipated startup dates monthly, but not less than 4 weeks prior to startup.
 3. Prefunctional Checklists and Functional Tests are to be performed in sequence from components, to subsystems, to systems.
 4. Provide sufficient notice to Commissioning Authority for delivery of relevant Checklists and Functional Test procedures, to avoid delay.

3.02 STARTUP PLANS AND REPORTS

- A. Startup Plans: For each item of equipment and system for which the manufacturer provides a startup plan, submit the plan not less than 8 weeks prior to startup.
- B. Startup Reports: For each item of equipment and system for which the manufacturer provides a startup checklist (or startup plan or field checkout sheet), document compliance by submitting the completed startup checklist prior to startup, signed and dated by responsible entity.
- C. Submit directly to the Commissioning Authority.

3.03 PREFUNCTIONAL CHECKLISTS

- A. A Prefunctional Checklist is required to be filled out for each item of equipment or other assembly specified to be commissioned.
 1. No sampling of identical or near-identical items is allowed.
 2. These checklists do not replace manufacturers' recommended startup checklists, regardless of apparent redundancy.
 3. Prefunctional Checklist forms will not be complete until after award of the contract; the following types of information will be gathered via the completed Checklist forms:
 - a. Certification by installing contractor that the unit is properly installed, started up, and operating and ready for Functional Testing.
 - b. Confirmation of receipt of each shop drawing and commissioning submittal specified, itemized by unit.
 - c. Manufacturer, model number, and relevant capacity information; list information "as specified," "as submitted," and "as installed."
 - d. Serial number of installed unit.
 - e. List of inspections to be conducted to document proper installation prior to startup and Functional Testing; these will be primarily static inspections and procedures; for equipment and systems may include normal manufacturer's start-up checklist items and minor testing.
 - f. Sensor and actuator calibration information.
 4. Samples of Prefunctional Checklist forms that indicate anticipated level of detail can be found at <http://www.peci.org/library/mcpgs.htm>.
- B. Contractor is responsible for filling out Prefunctional Checklists, after completion of installation and before startup; witnessing by the Commissioning Authority is not required unless otherwise specified.
 1. Each line item without deficiency is to be witnessed, initialed, and dated by the actual witness; checklists are not complete until all line items are initialed and dated complete without deficiencies.
 2. Checklists with incomplete items may be submitted for approval provided the Contractor attests that incomplete items do not preclude the performance of safe and reliable

- Functional Testing; re-submission of the Checklist is required upon completion of remaining items.
3. Individual Checklists may contain line items that are the responsibility of more than one installer; Contractor shall assign responsibility to appropriate installers or subcontractors, with identification recorded on the form.
 4. If any Checklist line item is not relevant, record reasons on the form.
 5. Contractor may independently perform startup inspections and/or tests, at his option.
 6. Regardless of these reporting requirements, Contractor is responsible for correct startup and operation.
 7. Submit completed Checklists to Commissioning Authority within two days of completion.
- C. Commissioning Authority is responsible for furnishing the Prefunctional Checklists to Contractor.
1. Initial Drafts: Contractor is responsible for initial draft of Prefunctional Checklist where so indicated in the Contract Documents.
 2. Provide all additional information requested by Commissioning Authority to aid in preparation of checklists, such as shop drawing submittals, manufacturers' startup checklists, and O&M data.
 3. Commissioning Authority may add any relevant items deemed necessary regardless of whether they are explicitly mentioned in the Contract Documents or not.
 4. When asked to review the proposed Checklists, do so in a timely manner.
- D. Commissioning Authority Witnessing: Required for:
1. Each piece of primary equipment, unless sampling of multiple similar units is allowed by the commissioning plan.
 2. A sampling of non-primary equipment, as allowed by the commissioning plan.
- E. Deficiencies: Correct deficiencies and re-inspect or re-test, as applicable, at no extra cost to Owner.
1. If difficulty in correction would delay progress, report deficiency to the Commissioning Authority immediately.

3.04 FUNCTIONAL TESTS

- A. A Functional Test is required for each item of equipment, system, or other assembly specified to be commissioned, unless sampling of multiple identical or near-identical units is allowed by the final test procedures.
- B. Contractor is responsible for execution of required Functional Tests, after completion of Prefunctional Checklist and before closeout.
- C. Commissioning Authority is responsible for witnessing and reporting results of Functional Tests, including preparation and completion of forms for that purpose.
- D. Contractor is responsible for correction of deficiencies and re-testing at no extra cost to Owner; if a deficiency is not corrected and re-tested immediately, the Commissioning Authority will document the deficiency and the Contractor's stated intentions regarding correction.
1. Deficiencies are any condition in the installation or function of a component, piece of equipment or system that is not in compliance with the Contract Documents or does not perform properly.
 2. When the deficiency has been corrected, the Contractor completes the form certifying that the item is ready to be re-tested and returns the form to the Commissioning Authority; the Commissioning Authority will reschedule the test and the Contractor shall re-test.
 3. Identical or Near-Identical Items: If 10 percent, or three, whichever is greater, of identical or near-identical items fail to perform due to material or manufacturing defect, all items will be considered defective; provide a proposal for correction within 2 weeks after notification of defect, including provision for testing sample installations prior to replacement of all

- items.
4. Contractor shall bear the cost of Owner and Commissioning Authority personnel time witnessing re-testing.
 5. Contractor shall bear the cost of Owner and Commissioning Authority personnel time witnessing re-testing if the test failed due to failure to execute the relevant Prefunctional Checklist correctly; if the test failed for reasons that would not have been identified in the Prefunctional Checklist process, Contractor shall bear the cost of the second and subsequent re-tests.
- E. Functional Test Procedures:
1. Some test procedures are included in the Contract Documents; where Functional Test procedures are not included in the Contract Documents, test procedures will be determined by the Commissioning Authority with input by and coordination with Contractor.
 2. Examples of Functional Testing:
 - a. Test the dynamic function and operation of equipment and systems (rather than just components) using manual (direct observation) or monitoring methods under full operation (e.g., the chiller pump is tested interactively with the chiller functions to see if the pump ramps up and down to maintain the differential pressure setpoint).
 - b. Systems are tested under various modes, such as during low cooling or heating loads, high loads, component failures, unoccupied, varying outside air temperatures, fire alarm, power failure, etc.
 - c. Systems are run through all the HVAC control system's sequences of operation and components are verified to be responding as the sequence's state.
 - d. Traditional air or water test and balancing (TAB) is not Functional Testing; spot checking of TAB by demonstration to the Commissioning Authority is Functional Testing.
 3. Samples of Functional Test forms that indicate anticipated level of detail can be found at <http://www.peci.org/library/mcpgs.htm>.
- F. Deferred Functional Tests: Some tests may need to be performed later, after substantial completion, due to partial occupancy, equipment, seasonal requirements, design or other site conditions; performance of these tests remains the Contractor's responsibility regardless of timing.

3.05 SENSOR AND ACTUATOR CALIBRATION

- A. Calibrate all field-installed temperature, relative humidity, carbon monoxide, carbon dioxide, and pressure sensors and gages, and all actuators (dampers and valves) on this piece of equipment shall be calibrated. Sensors installed in the unit at the factory with calibration certification provided need not be field calibrated.
- B. Calibrate using the methods described below; alternate methods may be used, if approved by Owner beforehand. See PART 2 for test instrument requirements. Record methods used on the relevant Prefunctional Checklist or other suitable forms, documenting initial, intermediate and final results.
- C. All Sensors:
1. Verify that sensor location is appropriate and away from potential causes of erratic operation.
 2. Verify that sensors with shielded cable are grounded only at one end.
 3. For sensor pairs that are used to determine a temperature or pressure difference, for temperature make sure they are reading within 0.2 degree F (0.1 degree C) of each other, and for pressure, within tolerance equal to 2 percent of the reading, of each other.
 4. Tolerances for critical applications may be tighter.
- D. Sensors Without Transmitters - Standard Application:

1. Make a reading with a calibrated test instrument within 6 inches (150 mm) of the site sensor.
 2. Verify that the sensor reading, via the permanent thermostat, gage or building automation system, is within the tolerances in the table below of the instrument-measured value.
 3. If not, install offset, calibrate or replace sensor.
- E. Sensors With Transmitters - Standard Application.
1. Disconnect sensor.
 2. Connect a signal generator in place of sensor.
 3. Connect ammeter in series between transmitter and building automation system control panel.
 4. Using manufacturer's resistance-temperature data, simulate minimum desired temperature.
 5. Adjust transmitter potentiometer zero until 4 mA is read by the ammeter.
 6. Repeat for the maximum temperature matching 20 mA to the potentiometer span or maximum and verify at the building automation system.
 7. Record all values and recalibrate controller as necessary to conform with specified control ramps, reset schedules, proportional relationship, reset relationship and P/I reaction.
 8. Reconnect sensor.
 9. Make a reading with a calibrated test instrument within 6 inches (150 mm) of the site sensor.
 10. Verify that the sensor reading, via the permanent thermostat, gage or building automation system, is within the tolerances in the table below of the instrument-measured value.
 11. If not, replace sensor and repeat.
 12. For pressure sensors, perform a similar process with a suitable signal generator.
- F. Sensor Tolerances for Standard Applications: Plus/minus the following maximums:
1. Watthour, Voltage, Amperage: 1 percent of design.
 2. Pressure, Air, Water, Gas: 3 percent of design.
 3. Air Temperatures (Outside Air, Space Air, Duct Air): 0.4 degrees F (0.2 degree C).
 4. Relative Humidity: 4 percent of design.
 5. Barometric Pressure: 0.1 inch of Hg (340 Pa).
 6. Flow Rate, Air: 10 percent of design.
 7. Flow Rate, Water: 4 percent of design.
 8. AHU Wet Bulb and Dew Point: 2.0 degrees F (1.1 degrees C).
- G. Critical Applications: For some applications more rigorous calibration techniques may be required for selected sensors. Describe any such methods used on an attached sheet.
- H. Valve/Damper Stroke Setup and Check:
1. For all valve/damper actuator positions checked, verify the actual position against the control system readout.
 2. Set pump/fan to normal operating mode.
 3. Command valve/damper closed; visually verify that valve/damper is closed and adjust output zero signal as required.
 4. Command valve/damper to open; verify position is full open and adjust output signal as required.
 5. Command valve/damper to a few intermediate positions.
 6. If actual valve/damper position does not reasonably correspond, replace actuator or add pilot positioner (for pneumatics).
- I. Isolation Valve or System Valve Leak Check: For valves not associated with coils.
1. With full pressure in the system, command valve closed.
 2. Use an ultra-sonic flow meter to detect flow or leakage.

3.06 TEST PROCEDURES - GENERAL

REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE
MEAD VALLEY LIBRARY

GENERAL COMMISSIONING REQUIREMENTS

Project Number 75-10621-00

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- A. Provide skilled technicians to execute starting of equipment and to execute the Functional Tests. Ensure that they are available and present during the agreed upon schedules and for sufficient duration to complete the necessary tests, adjustments and problem-solving.
- B. Provide all necessary materials and system modifications required to produce the flows, pressures, temperatures, and conditions necessary to execute the test according to the specified conditions. At completion of the test, return all affected equipment and systems to their pre-test condition.
- C. Sampling: Where Functional Testing of fewer than the total number of multiple identical or near-identical items is explicitly permitted, perform sampling as follows:
 - 1. Identical Units: Defined as units with same application and sequence of operation; only minor size or capacity difference.
 - 2. Sampling is not allowed for:
 - a. Major equipment.
 - b. Life-safety-critical equipment.
 - c. Prefunctional Checklist execution.
 - 3. XX = the percent of the group of identical equipment to be included in each sample; defined for specific type of equipment.
 - 4. YY = the percent of the sample that if failed will require another sample to be tested; defined for specific type of equipment.
 - 5. Randomly test at least XX percent of each group of identical equipment, but not less than three units. This constitutes the "first sample."
 - 6. If YY percent of the units in the first sample fail, test another XX percent of the remaining identical units.
 - 7. If YY percent of the units in the second sample fail, test all remaining identical units.
 - 8. If frequent failures occur, resulting in more troubleshooting than testing, the Commissioning Authority may stop the testing and require Contractor to perform and document a checkout of the remaining units prior to continuing testing.
- D. Manual Testing: Use hand-held instruments, immediate control system readouts, or direct observation to verify performance (contrasted to analyzing monitored data taken over time to make the "observation").
- E. Simulating Conditions: Artificially create the necessary condition for the purpose of testing the response of a system; for example apply hot air to a space sensor using a hair dryer to see the response in a VAV box.
- F. Simulating Signals: Disconnect the sensor and use a signal generator to send an amperage, resistance or pressure to the transducer and control system to simulate the sensor value.
- G. Over-Writing Values: Change the sensor value known to the control system in the control system to see the response of the system; for example, change the outside air temperature value from 50 degrees F to 75 degrees F to verify economizer operation.
- H. Indirect Indicators: Remote indicators of a response or condition, such as a reading from a control system screen reporting a damper to be 100 percent closed, are considered indirect indicators.
- I. Monitoring: Record parameters (flow, current, status, pressure, etc.) of equipment operation using dataloggers or the trending capabilities of the relevant control systems; where monitoring of specific points is called for in Functional Test Procedures:
 - 1. All points that are monitored by the relevant control system shall be trended by Contractor; at the Commissioning Authority's request, Contractor shall trend up to 20 percent more points than specified at no extra charge.
 - 2. Other points will be monitored by the Commissioning Authority using dataloggers.

3. At the option of the Commissioning Authority, some control system monitoring may be replaced with datalogger monitoring.
4. Provide hard copies of monitored data in columnar format with time down left column and at least 5 columns of point values on same page.
5. Graphical output is desirable and is required for all output if the system can produce it.
6. Monitoring may be used to augment manual testing.

3.07 OPERATION AND MAINTENANCE MANUALS

- A. See Section 01 78 00 for additional requirements.
- B. Add design intent documentation furnished by Architect to manuals prior to submission to Owner.
- C. Submit manuals related to items that were commissioned to Commissioning Authority for review; make changes recommended by Commissioning Authority.
- D. Commissioning Authority will add commissioning records to manuals after submission to Owner.

END OF SECTION