

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

328



FROM: Economic Development Agency

SUBMITTAL DATE:
September 22, 2011

SUBJECT: Idyllwild Community Library Renovation – Plans and Specifications

RECOMMENDED MOTION: That the Board of Supervisors approve the plans and specifications for the Idyllwild Community Library Renovation and authorize the Clerk of the Board to advertise for bids.

BACKGROUND: On March 15, 2011, the County of Riverside entered into an agreement with HMC Architects to prepare plans and specifications for a new library in the unincorporated community of Idyllwild. The bid documents are now complete and the county requests approval to solicit bids for the construction of this project.

REVIEWED BY CIP
 Christopher Hans
 CONCURRENT CONCURRENCE
 DATE
 DEPARTMENTAL CONCURRENCE
 NEAL R. KIPPINS
 FORM APPROVED BY COUNTY COUNSEL
 BY:

Robert Field

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	N/A
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: Community Development Block Grant (CDBG)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE
 BY: *Jennifer L. Sargent*
 County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Buster and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Stone and Ashley
 Nays: None
 Absent: Tavaglione and Benoit
 Date: October 4, 2011
 xc: EDA, CIP, COB

Kecia Harper-Ihem
 Clerk of the Board
 By: *Jennifer L. Sargent*
 Deputy

Prev. Agn. Ref.: 3.19 of 3/15/11, 3.14 of 12/7/10 | District: 3 | Agenda Number: 3.12

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD



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

October 3, 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: IDYLLWILD LIBRARY

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **THREE (3) TIMES** on **three consecutive Wednesdays: October 5, 12 and 19, 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

3:12 of 10-04-11

Gil, Cecilia

From: PE Legals <legals@pe.com>
Sent: Monday, October 03, 2011 10:28 AM
To: Gil, Cecilia
Subject: RE: FOR PUBLICATION: Idyllwild Community Library

Received for publication on 10/5, 12, 19

enterprisemedia
Publisher of The Press-Enterprise
Phone: 1.800.880.0345
Fax: 951.368.9018

From: Gil, Cecilia [<mailto:CCGIL@rcbos.org>]
Sent: Monday, October 03, 2011 10:24 AM
To: PE Legals
Subject: FOR PUBLICATION: Idyllwild Community Library

Good Morning! Attached is a Notice Inviting Bids, for publication on Oct. 5, 12 and 19. Please confirm. THANK YOU!

Cecilia Gil

Board Assistant to the
Clerk of the Board of Supervisors
951-955-8464

**THE COUNTY ADMINISTRATIVE CENTER IS CLOSED EVERY FRIDAY UNTIL FURTHER NOTICE.
PLEASE CONSIDER THE ENVIRONMENT BEFORE PRINTING.**

NOTICE INVITING BIDS

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

IDYLLWILD LIBRARY PROJECT (FM08190000056)

This Project is a renovation of an existing building to be converted for use as the Idyllwild Library. The project includes tenant improvements and exterior façade work. The project is located at 54401 Village Center Drive, Idyllwild California.

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 **2:00 PM on Thursday, November 3, 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 and prepared by the Economic Development Agency, County of Riverside. A nonrefundable fee of One Hundred Thirty-Five Dollars (\$135.00) will be charged for each set of Plans and Specifications furnished to Contractors. An additional nonrefundable fee will be charged for each set of Plans and Specifications furnished that are requested to be mailed to Contractors. Shipping Fee: Twenty-Five Dollars (\$25.00). Plans and Specifications may be obtained from Mission Reprographics, 2050 E. La Cadena Drive Suite L Riverside, CA 92507, P.O. Box 52893, Riverside, CA 92517, 951-686-8828.

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

FEDERAL FUNDING

This project is being financed with Community Development Block Grant funds from the U.S. Department of Housing and Urban Development (24 CFR Part 570) and subject to certain requirements including: compliance with *Section 3 (24 CFR Part 135)* Economic Opportunities requirements; payment of Federal Davis-Bacon prevailing wages; Federal Labor Standards Provisions (HUD 4010); Executive Order #11246; and others. Information pertaining to the Federal requirements is on file with the County of Riverside Economic Development Agency.

The Federal minimum wage rate requirements, as predetermined by the Secretary of Labor, are set forth in the books issued for bidding purposes, referred to herein as project bid documents (Special Federal Provisions), and in copies of this book which may be examined at the office described above where the project plans, special provisions, and proposal forms may be seen. Addenda to modify the minimum wage rates, if necessary, will be issued to holders of the project bid documents.

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

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

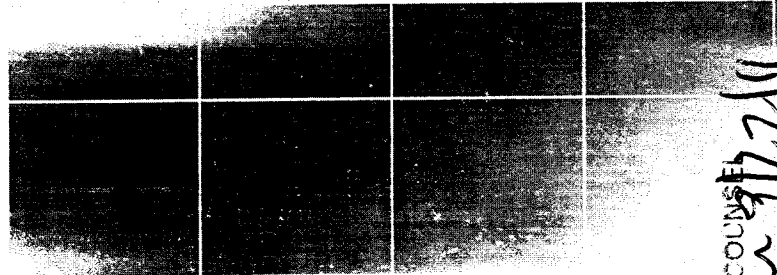
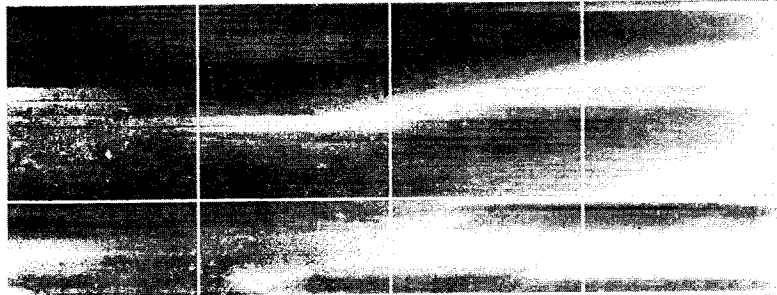
The Contractor will be required, per Public Contracts Code, Section 3300 and for this contract, to have a State of California contractor's license classification B – General Building Contractor. A **mandatory** pre-bid job walk inspection will be held on October 20, 2011 at 10:00 AM, meeting at 54401 Village Center Drive Idyllwild, California. **No bids will be accepted from bidders who have not attended the pre-bid job walk.**

For further information, contact Natalia Brown at the Economic Development Agency, located at 3403 Tenth Street, Suite 400, Riverside, CA 92501 whose telephone number is (951) 955-6680.

Dated: October 3, 2011

Kecia Harper-Ihem, Clerk of the Board
By: Cecilia Gil, Board Assistant

PROJECT MANUAL // HMC ARCHITECTS



IDYLLWILD LIBRARY PROJECT

PROJECT NO: 2288004 // 07.22.2011
(FM08190000056)

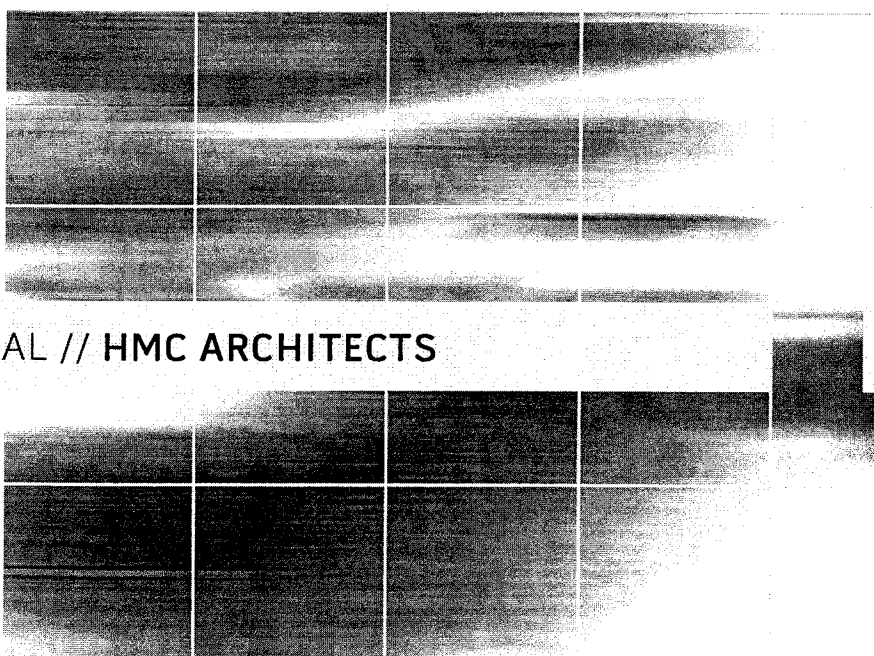
FORM APPROVED COUNTY COURSE
BY: *Neal R. Kipni* DATE: 07/22/11

RIVERSIDE COUNTY ECONOMIC
DEVELOPMENT AGENCY

54401 Village Center Drive
Idyllwild, California 92549

HMC Architects

OCT 04 2011 332 D&S



PROJECT MANUAL // HMC ARCHITECTS

IDYLLWILD LIBRARY PROJECT

PROJECT NO: 2288004 // 07.22.2011
(FM08190000056)

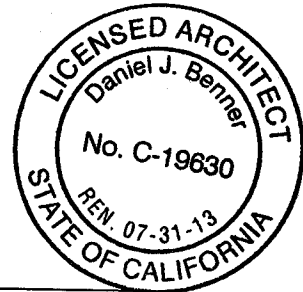
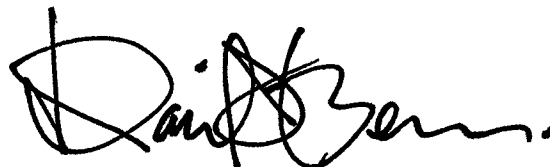
RIVERSIDE COUNTY ECONOMIC
DEVELOPMENT AGENCY

54401 Village Center Drive
Idyllwild, California 92549

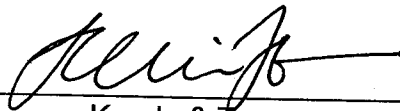
HMCArchitects

IDYLLWILD LIBRARY PROJECT
RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY
IDYLLWILD, CALIFORNIA

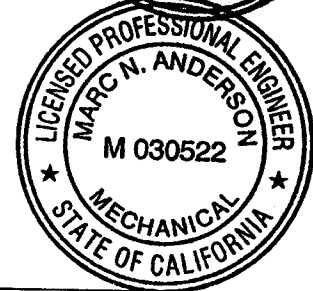
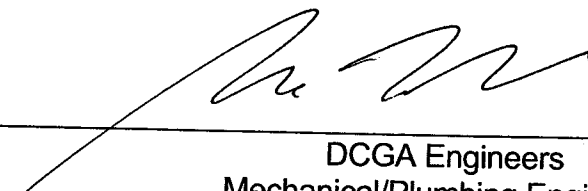
July 22, 2011
HMC # 2288004



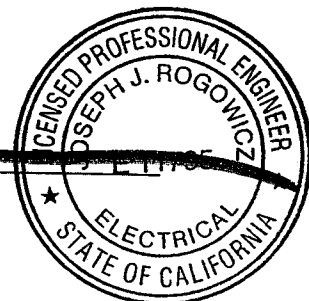
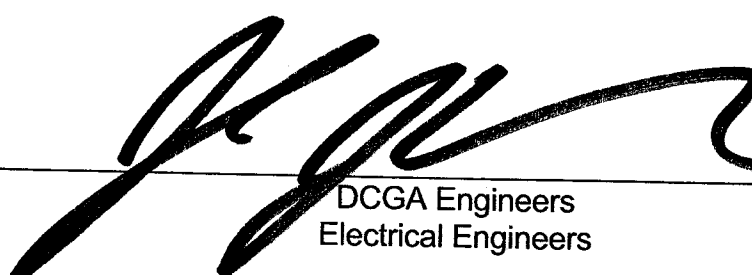
HMC ARCHITECTS
Architects



Kanda & Tso
Structural Engineers



DCGA Engineers
Mechanical/Plumbing Engineers



DCGA Engineers
Electrical Engineers

SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR

IDYLLWILD LIBRARY PROJECT (FM08190000056)



PREPARED BY
COUNTY OF RIVERSIDE
ECONOMIC DEVELOPMENT AGENCY
PROJECT MANAGEMENT OFFICE
October 2011

TABLE OF CONTENTS

Notice Inviting Bids	1
Instructions to Bidders	2
Contractor's Proposal	4
Non-Collusion Affidavit	1
Bid Bond	1
Agreement Form	3
Payment Bond	1
Performance Bond	1
Contractor's Certificate Regarding Workers' Compensation	1
General Conditions	44
Specifications (Set)	
Special Federal Provisions	

SECTION 00 01 10

TABLE OF CONTENTS

DIVISION 01		GENERAL REQUIREMENTS
Section	01 10 00	Summary of Work
	01 20 00	Price and Payment Procedures
	01 26 13	Request for Information
	01 30 00	Administrative Requirements
	01 35 16	Alteration Project Procedures
	01 40 00	Quality Requirements
	01 50 00	Temporary Facilities and Controls
	01 60 00	Product Requirements
	01 70 00	Execution Requirements
	01 74 19	Construction Waste Management
	01 91 13	General Commissioning Requirements
DIVISION 02		EXISTING CONDITIONS
Section	02 41 19	Selective Demolition
DIVISION 03		CONCRETE
Section	03 30 00	Concrete
	03 35 00	Concrete Floor Finishing
DIVISION 4		MASONRY
Section	04 22 00	Concrete Masonry Units
DIVISION 05		METALS
Section	05 12 00	Structural Steel
	05 50 00	Metal Fabrications
	05 52 00	Handrails and Railings
DIVISION 06		WOOD, PLASTICS, AND COMPOSITES
Section	06 10 00	Rough Carpentry
	06 18 13	Glue Laminated Beams
	06 40 00	Architectural Woodwork

DIVISION 07 THERMAL AND MOISTURE PROTECTION

Section	07 01 50	Preparation for Re-Roofing
	07 21 00	Insulation
	07 25 00	Concrete Slab Vapor Emissions Testing and Treatment
	07 46 46	Exterior Fiber Cement Siding
	07 52 16	Membrane Roofing - Modified Bitumen
	07 61 00	Sheet Metal Roofing
	07 62 00	Sheet Metal Flashing and Trim
	07 84 00	Firestopping
	07 84 13	Firestopping Wiring Devices

DIVISION 08 OPENINGS

Section	08 12 13	Hollow Metal Frames - Welded
	08 13 13	Hollow Metal Doors
	08 14 23	Plastic Faced Wood Doors
	08 31 13	Access Doors
	08 41 13	Aluminum Entrances and Storefronts
	08 71 00	Door Hardware
	08 80 00	Glazing
	08 87 33	Decorative Films
	08 91 00	Metal Wall Louvers

DIVISION 09 FINISHES

Section	09 06 00	Schedules for Finishes
	09 24 00	Portland Cement Plastering
	09 29 00	Gypsum Board
	09 30 00	Tiling
	09 51 00	Acoustical Ceilings - Lay-In
	09 53 23	Acoustical Suspension Systems
	09 65 13	Resilient Base
	09 65 16	Resilient Sheet Flooring - Non-Skid
	09 65 19	Solid Vinyl Floor Tile
	09 68 13	Carpet Tile
	09 72 16	Custom Digital Wall Covering
	09 72 17	Fiberglass Reinforced Plastic Panels
	09 84 36	Acoustical Ceiling Treatment
	09 90 00	Painting
	09 96 23	Graffiti Resistant Coatings

DIVISION 10 **SPECIALTIES**

Section	10 11 26	Tackable Wall Panels
	10 12 00	Display Boards
	10 14 00	Identification Signs
	10 14 23	Signs - Restrooms
	10 14 33	Exit Signage
	10 14 53	Parking Area Signs
	10 14 54	Exterior Signs
	10 21 13	Toilet Compartments
	10 22 39	Folding Panel Partitions
	10 22 43	Sliding Partitions
	10 22 99	All-Glass Interior Partitions
	10 26 17	Wall and Corner Guards
	10 28 00	Toilet Accessories
	10 44 13	Fire Extinguishers and Cabinets
	10 80 00	Miscellaneous Specialties

DIVISION 11 **EQUIPMENT**

Section	11 51 13	Library Controls
	11 51 23	Library Shelving
	11 52 13	Projection Screens

DIVISION 12 **FURNISHINGS**

Section	12 24 13	Roller Shades
	12 35 59	Display Casework Doors
	12 48 13	Entrance Mats
	12 52 19	Built-In Seating Units

DIVISION 21 **FIRE SUPPRESSION**

Section	21 13 13	Wet Pipe Sprinkler Systems
---------	----------	----------------------------

DIVISION 22 **PLUMBING**

Section	22 05 15	Common Work Results and Plumbing
	22 05 19	Meters and Gages for Plumbing Piping
	22 05 23	General-Duty Valves for Plumbing Piping
	22 05 29	Hangers and Supports for Plumbing Piping and Equipment
	22 05 53	Identification for Plumbing Piping and Equipment
	22 07 19	Plumbing Insulation
	22 11 16	Domestic Water Piping
	22 11 19	Domestic Water Piping Specialties
	22 11 23	Facility Natural-Gas Piping

22 13 16	Sanitary Waste and Vent Piping
22 13 19	Sanitary Waste Piping Specialties
22 43 00	Plumbing Fixtures
22 47 00	Drinking Fountains and Water Coolers

DIVISION 23 HEATING, VENTILATING AND AIR CONDITIONING

Section	23 05 15	Common Work Results for HVAC
	23 05 29	Hangers and Supports for HVAC Piping and Equipment
	23 05 53	Identifications for HVAC Piping and Equipment
	23 05 93	Testing, Adjusting and Balancing For HVAC
	23 07 19	HVAC Insulation
	23 23 00	Refrigerant Piping
	23 30 00	Air Duct Accessories
	23 31 13	Metal Ducts
	23 34 23	HVAC Power Ventilators
	23 37 13	Diffusers, Registers, and Grilles
	23 81 19	Rooftop Air Conditioners

DIVISION 26 ELECTRICAL

Section	26 01 00	Basic Electrical Requirements
	26 05 00	Common Work Results for Electrical
	26 05 19	Low-Voltage Electrical Power Conductors and Cables
	26 05 26	Ground and Bonding for Electrical Systems
	26 05 29	Hangers and Supports for Electrical Systems
	26 05 33	Raceway and Boxes for Electrical Systems
	26 05 48	Vibration and Seismic Controls for Electrical Systems
	26 05 53	Identification for Electrical Systems
	26 05 72	Acceptance Testing
	26 05 73	Overcurrent Protective Device Coordination Study
	26 27 26	Wiring Devices
	26 51 00	Interior Lighting

DIVISION 27 COMMUNICATIONS

Section	27 15 00	Basic Communications Systems and Methods
	27 15 01	Structured Cabling Systems
	27 53 13	Wireless Clock System

DIVISION 28 ELECTRONIC SAFETY AND SECURITY

Section	28 16 00	Intrusion Detection System
	28 31 00	Fire Detection and Alarm

DIVISION 32

EXTERIOR IMPROVEMENTS

Section	32 17 23	Pavement Marking
	32 17 26	Tactile / Detectable Warning Surface Tile

END OF TABLE OF CONTENTS

NOTICE INVITING BIDS

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

IDYLLWILD LIBRARY PROJECT (FM08190000056)

This Project is a renovation of an existing building to be converted for use as the Idyllwild Library. The project includes tenant improvements and exterior façade work. The project is located at 54401 Village Center Drive, Idyllwild California.

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 2:00 PM on November 3, 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 and prepared by the Economic Development Agency, County of Riverside. A non-refundable fee of One Hundred Thirty-Five Dollars (\$135.00) will be charged for each set of Plans and Specifications furnished to Contractors. An additional nonrefundable fee will be charged for each set of Plans and Specifications furnished that are requested to be mailed to Contractors. Shipping Fee: Twenty-Five Dollars (\$25.00). Plans and Specifications may be obtained from Mission Reprographics, 2050 E. La Cadena Drive Suite L Riverside, CA 92507, P.O. Box 52893, Riverside, CA 92517, 951-686-8828.

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

FEDERAL FUNDING

This project is being financed with Community Development Block Grant funds from the U.S. Department of Housing and Urban Development (24 CFR Part 570) and subject to certain requirements including: compliance with *Section 3 (24 CFR Part 135) Economic Opportunities* requirements; payment of Federal Davis-Bacon prevailing wages; Federal Labor Standards Provisions (HUD 4010); Executive Order #11246; and others. Information pertaining to the Federal requirements is on file with County of Riverside Economic Development Agency.

The Federal minimum wage rate requirements, as predetermined by the Secretary of Labor, are set forth in the books issued for bidding purposes, referred to herein as project bid documents (Special Federal Provisions), and in copies of this book which may be examined at the office described above where the project plans, special provisions, and proposal forms may be seen. Addenda to modify the minimum wage rates, if necessary, will be issued to holders of the project bid documents.

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

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

The Contractor will be required, per Public Contracts Code, Section 3300 and for this contract, to have a State of California contractor's license classification B – General Building Contractor. A **mandatory** pre-bid job walk inspection will be held on October 20th, 2011, at 10:00 AM, meeting at 54401 Village Center Drive Idyllwild, California. **No bids will be accepted from bidders who have not attended the pre-bid job walk.**

For further information, contact Natalia Brown at the Economic Development Agency, located at 3403 Tenth Street, Suite 400, Riverside, CA 92501 whose telephone number is (951) 955-6680.

Press Enterprise / Idyllwild Town Crier

1st Advertisement: October 5, 2011

2nd Advertisement: October 12, 2011

3rd Advertisement: October 19, 2011

8004
Riverside County Economic Dev. Agency
Idyllwild Library Project (FM08190000056)

INSTRUCTIONS TO BIDDERS

- A. **FORM OF PROPOSAL:** The Proposal must be made on the attached Contractor's Proposal Form which must be filled out completely, dated and signed by the bidder or duly authorized agent in accordance with the directions on the Proposal Form. Each Proposal shall include a complete list of the Subcontractors proposed for every portion of the work, in accordance with Public Contract Code, Section 4100-4114, inclusive.
- B. **SUBMISSION OF THE PROPOSAL:** Signed copies of each Proposal shall be sealed in an envelope labeled with Title of Bid and Opening Time. Proposals shall be submitted at the place designated in the Notice Inviting Bids at or before the time specified in said notice. Before that time a proposal may be withdrawn, but only in person by the bidder or someone authorized by him in writing, and not by telephone or telegram.
- C. **DRAWINGS AND SPECIFICATIONS:** All drawings, herein enclosed, become a part of the Bid Documents. Additional sets may be provided if requested by bidders and deemed necessary and if there is sufficient time, for the sum of fifty dollars (\$) per set plus an additional fee per set for mailing if required. Plans and Specifications may be obtained from Mission Reprographics, located at 2050 E. La Cadena Dr. Suite L, Riverside, 951-686-882. All fees are due at the time of request and must be paid by check or money order made payable to "Mission Reprographics".
- D. **INTERPRETATION OF THE DOCUMENTS:** Discrepancies in and omissions from the Plans, Specifications or other Contract Documents or questions as to their meaning shall, at once, be brought to the attention of the Owner. Any interpretation of the Documents will be made only by Addenda duly issued and a copy of such Addenda will be mailed or delivered to each person or firm receiving a set of such documents. The Owner will not be responsible for any other explanations or interpretations. Should anything in the scope of the work or any of the sections of the Specifications be of such nature as to be apt to cause disputes between the various trades involved, such information shall be promptly called to the attention of the Owner.
- E. **ADDENDA TO THE DOCUMENTS:** The Owner reserves the right to issue such Addenda to the documents as may desire at any time prior to the time fixed for receiving Proposals. A copy of all such Addenda will be promptly mailed or delivered to each bidder. The number and date of each Addenda shall be listed on the Contractor's Proposal in the space provided.
- F. **OWNER'S RESERVATION OF RIGHTS:** The Owner reserves the right to reject any or all Proposals and to waive any informalities in a bid or in the bidding. No bidder may withdraw his bid for a period of sixty (60) days after the time set for the opening thereof.
- G. **BIDDER'S CHECK OR BOND:** Each Proposal must be accompanied by a certified or cashier's check or by a bid bond on the form supplied by the Owner, drawn in favor of the Owner in an amount not less than ten percent (10%) of the total Proposal. This check or bond shall be given as a guarantee that the bidder, if awarded the contract, will execute and deliver the Contract Documents and the required Payment and Performance Bonds and proof of insurance in accordance with his Proposal accepted by the Owner. In default of execution of the Contract upon award and/or delivery of said Payment and Performance Bonds, such Proposal bond or check shall be held subject to payment to the Owner of the difference in money between the amount of the bidder's Proposal and the amount for which the Owner may legally contract with another party to perform the said work, together with the costs to the Owner of redrafting, redrawing and publishing documents and papers shall, in addition, be held subject to all other actual damages suffered by the Owner, as set forth on the Contract Documents. Said check or bond will be returned upon the close of the period mentioned in Paragraph F above, and to the successful bidder upon execution of the Contract Documents. **NO BONDS WILL BE ACCEPTED UNLESS SUBMITTED ON THE FORM SUPPLIED BY OWNER.**
- H. **AWARD OF CONTRACT:** The Contract shall be awarded upon a Resolution or Minute Order to that effect duly adopted by the Governing Board of the Owner. Execution of the Contract Documents shall constitute a written memorial thereof.

I. **ADDITIONAL INFORMATION:** The Owner reserves the right to require of a bidder, information regarding financial responsibility or such other information as the Owner determines is necessary to ascertain whether a bid is in fact the lowest responsible bid submitted, All references to an Architect shall be deemed to refer to the Owner where no Architect has been employed by the Owner.

PROMPT ACTION BY THE CONTRACTOR: After the award of the Contract by the Governing Board and within four (4) days after the Agreement Forms are presented to the Contractor for signing, he shall return to the Owner the signed Agreements, along with all necessary Bonds and insurance.

K. **PRE-BID CONFERENCE:** There will be a mandatory pre-bid conference for this project that will be held at the site. No bids will be accepted from bidders who have not attended the pre-bid conference.

L. **BIDS:** Under the bidding items listed on the Contractor's Proposal, bidders shall state prices for each basis for bid given hereinafter.

1. Base Bid shall be the entire work complete in accordance with the contract documents, but not including work indicated or specified to be provided under any of the other bid items.
2. Please note that a separate cost quotation for Contractor's Course of Construction insurance is required per General Conditions Section 2.3.6.

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

CONTRACTOR'S PROPOSAL

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: _____

Bidder: _____

The undersigned, having carefully examined the proposed site and the Plans and Specifications, the Notice Inviting Bids, the Instructions to Bidders, the Agreement Form, the Bond Forms, the General Conditions for the Construction of the Idyllwild Library Project, hereby proposes and agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the work in strict conformity with the Plans and Specifications, including all work specified in Addenda numbered and dated:

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

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

		(Add or Deduct state which)
Alternate 1	\$ _____	_____
Alternate 2	\$ _____	_____
Alternate 3	\$ _____	_____
Alternate 4	\$ _____	_____

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

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

AWARD OF CONTRACT

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

BID GUARANTEE

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

Name of Bidder: _____

Type of Organization: _____

Signed By: _____

Title of Signer: _____

Address of Bidder: _____

Telephone No.: _____

Contractor's License No.: _____

Classification: _____ Expiration Date: _____

Affix Seal
If
Corporation

LICENSURE STATEMENTS ARE MADE UNDER PENALTY OF PERJURY

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

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

State of California) ss.
County of Riverside)

_____, being first duly sworn, deposes and says:

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

Signature

Subscribed and sworn to before me this _____ day of _____, 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 County of Riverside, hereinafter called the "Owner", in the sum of _____ Dollars (\$ _____) for the payment of such sum, well and truly to be made, do hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

WHEREAS, the said Principal is herewith submitting its Proposal for the _____

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

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

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their separate seals this _____ day of _____, 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

AGREEMENT FORM

THIS AGREEMENT, entered into this _____ day of _____, 2011, by and between _____, hereinafter called the "Contractor", and the County of Riverside hereinafter called the "Owner".

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

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

STATEMENT OF WORK: The Contractor hereby agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials for the **Idyllwild Library Project (FM0819000056)**. In strict accordance with the Plans and Specifications dated July 2011 prepared by HMC Architects & County of Riverside hereinafter called the "Architect", including Addenda thereto as listed in the Contractor's Proposal, all of which are made a part hereof.

TIME FOR COMPLETION: The work shall be commenced on a date to be specified in a written order of the Architect and shall be completed within one hundred eighty days (180) calendar days from and after said date. It is expressly agreed that except for extensions of time duly granted in the manner and for the reasons specified in the General Conditions, time shall be of the essence.

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

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

SPECIAL FEDERAL REQUIREMENTS:

1. Contractor and Owner do hereby acknowledge that this project will be partially or fully funded with Community Development Block Grant (CDBG) funds [24 CFR 570] and is therefore subject to applicable Federal procurement, labor, environmental, equal opportunity, and other regulations.
2. Contractor shall maintain and keep books and records on a current basis, recording all transactions pertaining to this agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the County, the State of California, the Federal government, and to any authorized representative thereof for the purposes of audit at all reasonable times and places. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least four (4) years after the expiration of the term of this Agreement.
3. Contractor shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC a-276, a-5) and the implementation regulations thereof. Contractor shall comply with the U.S. Department of Housing and Urban Development's Federal Labor Standards Provisions (HUD 4010). Contractor acknowledges that the applicable Wage Determination for this project is:

General Decision Number: CA _____

Modification Number: _____

Date: _____

4. **Section 3 Compliance:** The Contractor hereby acknowledges that this federally-funded project is subject to Section 3 of the *Housing and Urban Development Act of 1968* [12 U.S.C. 1701u and 24 CFR Part 135] and agrees to the following:
- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
 - C. The Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
 - E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.
 - F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 - G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

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

Type of Contractor's organization: _____

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

Firm Name: _____

Address: _____

Contractor's License No.: _____

IF OTHER THAN CORPORATION EXECUTE HERE

Signature: _____

Title: _____

IF CORPORATION, FILL OUT FOLLOWING AND EXECUTE

Name of President of Corporation: _____

Name of Secretary of Corporation: _____

Corporation is organized under the laws of State of _____

Signature: _____

Title: _____

Owner: COUNTY OF RIVERSIDE

Signature: _____

Title: Chairman - Board of Supervisors

Attest: Clerk - Board of Supervisors

By: _____

Title: _____

Affix Seal
If
Corporation

PAYMENT BOND

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

The makers of this Bond are _____ as Principal and Original Contractor and _____, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract dated _____, 2011 between Principal and County of Riverside, a public entity, as owner, for _____ dollars (\$ _____) the total amount payable. THE AMOUNT OF THIS BOND IS 100% OF SAID SUM. Said contract is for public work of: _____

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

Signed and Sealed this _____ Day of _____ 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 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 _____

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)

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

(Title)

(Corporation Name - Surety)

(Business Address)

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

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

Affix Seal
if
Corporation

Affix
Corporate
Seal

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

Labor Code Section 3700

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

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

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

Principal

Principal

Title

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

GENERAL CONDITIONS
TABLE OF CONTENTS

ARTICLE 1	<u>GENERAL PROVISIONS</u>	- 1 -
	1.1 - Definitions.....	- 1 -
	1.2 - Authorities and Limitations.....	- 3 -
	1.3 - Legal Requirements.....	- 3 -
	1.4 - Standard References.....	- 4 -
	1.5 - Permits, Licenses, Fees & Taxes.....	- 4 -
	1.6 - Separate Contracts.....	- 4 -
	1.7 - County's Authorized Representative, Inspector(s) & Architect.....	- 5 -
ARTICLE 2	<u>BONDS & INSURANCE</u>	- 6 -
	2.1 - Bids of \$25,000 or Less.....	- 6 -
	2.2 - Performance and Payment Bonds.....	- 6 -
	2.3 - Insurance.....	- 6 -
	2.4 - Indemnification.....	- 9 -
ARTICLE 3	<u>SITE CONDITIONS</u>	- 9 -
	3.1 - Differing Site Conditions.....	- 10 -
	3.2 - Site Investigation and Conditions Affecting the Work.....	- 10 -
	3.3 - Dimensions and Measurements.....	- 10 -
ARTICLE 4	<u>SPECIFICATIONS AND DRAWINGS</u>	- 10 -
	4.1 - General Provisions.....	- 11 -
	4.2 - Summary of the Order of Precedence.....	- 11 -
	4.3 - Clarifications/Request for Information and Additional Instructions.....	- 12 -
ARTICLE 5	<u>SHOP DRAWINGS AND SUBMITTALS</u>	- 13 -
	5.1 - Shop Drawings, Product Data, Coordination Drawings and Schedules.....	- 13 -
	5.2 - Samples.....	- 14 -
	5.3 - Substitutions.....	- 15 -
ARTICLE 6	<u>SCHEDULES</u>	- 15 -
	6.1 - Construction Schedule.....	- 15 -
ARTICLE 7	<u>TIME, LIQUIDATED DAMAGES AND EXTENSIONS</u>	- 16 -
	7.1 - Time of Work.....	- 16 -
	7.2 - Liquidated Damages.....	- 16 -
	7.3 - Unavoidable Delays.....	- 16 -
	7.4 - Request for Time Extension.....	- 17 -
ARTICLE 8	<u>PERFORMANCE</u>	- 18 -
	8.1 - Supervision & Construction Procedures.....	- 18 -
	8.2 - Supervision.....	- 18 -
	8.3 - Conduct of Work.....	- 18 -
	8.4 - Protection of Work & Property.....	- 18 -
	8.5 - Contractor's Responsibility For Work.....	- 19 -
	8.6 - Utilities.....	- 19 -
	8.7 - Working Hours.....	- 20 -

	8.8 - Material & Workmanship	- 20 -
	8.9 - Layout of Work	- 21 -
	8.10 - Use of Premises	- 21 -
	8.11 - Operations & Storage	- 21 -
	8.12 - Heat/Power/Light	- 21 -
	8.13 - Cleaning Up	- 21 -
ARTICLE 9	<u>SAFETY & HEALTH</u>	- 22 -
	9.1 - Accident Prevention	- 22 -
	9.2 - Sanitary Facilities	- 22 -
	9.3 - Responsibility for Compliance With Cal- OSHA	- 22 -
	9.4 - Toxic and Hazardous Materials and Waste	- 23 -
ARTICLE 10	<u>COUNTY-FURNISHED PROPERTY</u>	- 23 -
	10.1 - County-Furnished Property	- 23 -
ARTICLE 11	<u>BENEFICIAL OCCUPANCY</u>	- 24 -
	11.1 - Beneficial Occupancy	- 24 -
ARTICLE 12	<u>INSPECTION AND TESTING</u>	- 24 -
	12.1 - Inspection and Testing	- 24 -
	12.2 - Inspection by Other Jurisdictions	- 25 -
	12.3 - Final Inspection and Tests	- 26 -
ARTICLE 13	<u>ACCEPTANCE</u>	- 26 -
	13.1 - Acceptance of the Work	- 26 -
ARTICLE 14	<u>WARRANTY AND GUARANTEES</u>	- 26 -
	14.1 - Contractor's Warranty and Guarantee	- 26 -
ARTICLE 15	<u>ENVIRONMENTAL PROTECTION</u>	- 27 -
	15.1 - Dust Control	- 27 -
	15.2 - Excessive Noise	- 27 -
	15.3 - Pollution Control, Cleaning	- 28 -
ARTICLE 16	<u>EMPLOYMENT PRACTICES</u>	- 28 -
	16.1 - Qualifications for Employment and Apprenticeship Standards	- 28 -
	16.2 - Wages & Records	- 28 -
	16.3 - Notice of Labor Disputes	- 29 -
	16.4 - Nondiscrimination	- 30 -
ARTICLE 17	<u>SUBCONTRACTING</u>	- 31 -
	17.1 - Subcontractors	- 31 -
	17.2 - Relations of Contractor and Subcontractor	- 31 -
	17.3 - Subcontracts	- 32 -
ARTICLE 18	<u>TAXES</u>	- 32 -
	18.1 - Sales and Payroll Taxes	- 32 -
ARTICLE 19	<u>CHANGES</u>	- 32 -
	19.1 - Change Order Work	- 32 -

	19.2 - Change Orders and Labor Rates Guidelines.....	- 35 -
	19.3 - Audit.....	- 36 -
ARTICLE 20	<u>PAYMENT</u>	- 37 -
	20.1 - Payment.....	- 37 -
	20.2 - Final Payment.....	- 38 -
ARTICLE 21	<u>SUSPENSION OF WORK, TERMINATION</u>	- 39 -
	21.1 - Non-Compliance With Contract Requirements.....	- 39 -
	21.2 - Termination.....	- 40 -
ARTICLE 22	<u>DISPUTES/CLAIMS</u>	- 43 -
	22.1 - Claims.....	- 43 -
	22.2 - Claim Format/Requirements.....	- 44 -
	22.3 - Notice of Third Party Claims.....	- 44 -

GENERAL CONDITIONS OF THE CONTRACT

ARTICLE 1

GENERAL PROVISIONS

1.1

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SUBCONTRACTOR - The term "Subcontractor" means a person or firm that has a contract with Contractor or with another subcontractor to perform a portion of the Work. Unless otherwise specifically provided, the term Subcontractor includes Subcontractors of any tier, suppliers, manufacturers, and distributors. The term Subcontractor is referred to throughout the Contract Documents as if singular in number.

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

1.2 AUTHORITIES AND LIMITATIONS

- 1.2.1 The Board of Supervisors alone have the power to bind the County and to exercise the rights, responsibilities, authorities, and functions vested therein by the Contract Documents, except that they shall have the right to designate authorized representatives to act for them.
- 1.2.2 Neither the Contract, nor any part thereof, nor moneys due or to become due there under may be assigned by the Contractor without the prior written approval of the County, with the exception of the assignments to County which may be required under the terms of this Contract.

1.3 LEGAL REQUIREMENTS

- 1.3.1 Contractor shall keep informed of, and comply with, all federal, state and county laws, ordinances, rules, and regulations applicable to the Work or to those engaged or employed in the Work of this Contract, especially (but not limited to) those laws relating to hours of employment, prevailing wages, payment of wages, sanitary and safety conditions for workers, workers' compensation insurance, type and kind of materials that can be used, non-discrimination in employment and affirmative action programs. Failure to identify a specific provision in these Contract Documents shall not excuse the Contractor from complying with such applicable statutory requirements.
- 1.3.2 If conflict arises between provisions of the Contract Documents and any such laws, rules, or regulations, the Contractor shall notify the County at once in writing. If, before receiving clarification, Contractor performs any portion of the Work affected by such apparent conflict, such performance shall be at Contractor's own risk. Contractor shall not be entitled to any additional compensation or time by reason of the conflict or its later correction.
- 1.3.3 All work and materials shall be in full accordance with the latest applicable (or otherwise noted) codes, rules, and regulations including, but not limited to, the following:
- .Uniform Building Code
 - .Uniform Plumbing Code
 - .Uniform Mechanical Code
 - .Uniform Fire Code
 - .State Fire Marshal
 - .State Industrial Accident Commission's Safety Orders
 - .Rules of Local Utilities
- 1.3.4 Nothing in the specifications is to be construed to permit work not conforming to the above, and expense incurred complying with the above shall be borne by the Contractor. Whenever the specifications and working details require higher standards than those required by the ordinances, codes and statutes, the specifications and working details shall take priority over the ordinances, codes and statutes.
- 1.3.5 In submitting a bid on this public works projects, or any subcontractor agreeing to supply goods, services, or materials, and entering a contract pursuant thereto, the contractor and/or subcontractor do offer and agree to assign the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700)

of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final acknowledgement by the parties.

1.4 STANDARD REFERENCES

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

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

1.5 PERMITS, LICENSES, FEES & TAXES

1.5.1 COUNTY RESPONSIBILITIES

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

1.5.2 CONTRACTOR'S RESPONSIBILITIES

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

1.6 SEPARATE CONTRACTS

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

- 1.6.2 The Contractor shall afford the County and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate Contractor's Work with theirs.
- 1.6.3 If any part of the Contractor's Work depends for proper execution or results upon the work of the County or any separate contractor, the Contractor shall inspect and promptly report to the County any discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor to so inspect and report shall constitute an acceptance of the County's or the separate contractor's work as fit and proper to receive the Work, except as to defects which may develop in the other separate contractor's work after the execution of the Contractor's Work.
- 1.6.4 Should the Contractor cause damage to the work or property of any separate contractor on the Project, the Contractor shall, upon due notice, settle with such other contractor by agreement, if both will so settle. If such separate contractor sues the County because of any damage alleged to have been so sustained, the Contractor agrees to indemnify and defend the County in such proceedings with the County retaining the right to select and hire independent counsel for the County paid by the Contractor.
- 1.6.5 Any cost caused by defective or ill-timed work shall be borne by the party responsible therefore.

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

1.7.1 AUTHORIZED REPRESENTATIVE

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

1.7.2 INSPECTOR(S)

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

1.7.3 ARCHITECT

- a. The County has retained an Architect for this project. The Architect will advise and consult with the County, and the County will issue instructions to the Contractor. The Architect will be requested to interpret the requirements of the Contract. When requested by the County, the Architect will, within a reasonable time, render such interpretations as he may deem necessary for the proper execution of the Work.
- b. The Architect will make periodic visits to the job site to familiarize himself generally with the progress and quality of the Work and to determine in general whether the work is proceeding in accordance with the Contract Documents. Based on such observations he will recommend approval of applications for progress payments made by Contractor. The Architect shall not be responsible for means, methods, techniques, sequences, or procedures of construction nor for safety precautions and programs in connection with the Work. Nor

will the Architect be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

ARTICLE 2 BONDS AND INSURANCE

2.1 BIDS OF \$25,000 OR LESS

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

2.2 BONDS

2.2.1 GENERAL REQUIREMENTS

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

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

And

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

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

2.2.2 PERFORMANCE BOND

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

2.2.3 PAYMENT BOND

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

2.3 INSURANCE

2.3.1 GENERAL REQUIREMENTS

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

2.3.2 WORKERS' COMPENSATION INSURANCE

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

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

2.3.3 COMMERCIAL GENERAL LIABILITY:

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

2.3.4 VEHICLE LIABILITY:

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

2.3.5 PROPERTY (PHYSICAL DAMAGE):

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

2.3.6 COURSE OF CONSTRUCTION INSURANCE

CONTRACTOR shall provide All Risk Builder's Risk (Course of Construction) insurance, including earthquake and flood if in an earthquake or flood zone (required on financed or bond financing arrangements), covering the COUNTY, the CONTRACTOR and every subcontractor of every tier for the entire project including property to be used in the construction of the project while such property is at off site storage locations or while in transit. Policy shall include coverage for collapse, faulty workmanship, debris removal, expediting expense, Fire Department Service charges, valuable papers and records, trees, grass, shrubbery and

plants. If scaffolding, falsework and temporary buildings are insured separately by the CONTRACTOR or others, evidence of such separate coverage shall be provided to COUNTY prior to the start of the work. Policy shall be written on a completed value form. Policy shall also provide coverage for temporary structures (onsite offices, etc.), fixtures, machinery and equipment being installed as part of the construction project. (The Base Bid including course of construction insurance shall be used for determination of lowest bid, unless otherwise stated in the bid form.)

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

2.3.7 GENERAL INSURANCE PROVISION – ALL LINES:

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

Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

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

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

2.4 INDEMNITY AND HOLD HARMLESS

- 2.4.1 CONTRACTOR agrees to and shall indemnify and hold the COUNTY-its officers, employees and agents free and harmless from any and all claims, actions, damages and liabilities of whatsoever kind and nature arising from death, personal injury, property damage or other cause asserted or, based upon any negligent act or omission of CONTRACTOR, its employees, agents, invitees, or any subcontractor of CONTRACTOR relating to or in any way connected with the accomplishment of the work or performance of services under this Agreement, regardless of the existence or degree of fault or negligence on the part of the COUNTY or any officer or employee of said COUNTY, other than the sole active negligence or willful misconduct of COUNTY-its Directors and Officers, Special Districts, Board of Supervisors, elected officials, employees, agents or representatives. As part hereto of the foregoing indemnity CONTRACTOR agrees to protect and defend at its own expense, including attorneys' fees the COUNTY-its Directors and Officers, Special Districts, Board of Supervisors, elected officials, employees, agents or representatives from any and all legal action based upon any acts or omissions, as stated hereinabove, by any person or persons.
- 2.4.2 If any such claim, action, or proceeding is brought against County or County's officers, agents, employees, or independent contractors, Contractor, upon notice from County, shall defend the same at Contractor's expense by counsel satisfactory to County.
- 2.4.3 County shall promptly notify Contractor of any claim, action, or proceeding against County or County's officers, agents employees, independent contractors, and consultants relating to the performance, or omission to perform, any term or condition of this Contract. County shall cooperate fully in the defense of such claim, action, or proceeding.
- 2.4.4 County shall not be liable or responsible for any accident, loss or damage occurring to the Work prior to the completion and Acceptance of same, unless otherwise specifically agreed to at the time of occupancy by the County.

ARTICLE 3 SITE CONDITIONS

3.1 DIFFERING SITE CONDITIONS

- 3.1.1 The Contractor shall have reviewed and ascertained pertinent local conditions such as location, accessibility, and general character of the site and satisfy himself as to the conditions under which the Work is to be performed. No claim for allowances shall be made because of Contractor's error or negligence in acquainting himself with the conditions at the site.
- 3.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by County. The Contractor shall promptly report in writing to County any errors,

inconsistencies, or omissions in the Contract Documents or inconsistencies with applicable code requirements observed by Contractor.

- 3.1.3 If Contractor performs any construction activity which it knows or should know involves an error, inconsistency, or omission without notifying and obtaining the written consent of County, Contractor shall be responsible for the resultant losses, including, without limitation, the costs of correcting defective work.
- 3.1.4 The County will furnish surveys necessary to properly locate the property and establish the boundaries thereof with general reference points as well as to enable the Contractor to proceed with the Work.
- 3.1.5 The Contractor shall provide competent engineering services to lay out the Work and all parts thereof and to establish all grades and elevations in accordance with the Contract requirements. He shall verify the figures shown on the survey and approach drawings before undertaking any construction work and shall be responsible for the accuracy of the finished work.
- 3.1.6 The Contractor shall protect and preserve established bench marks and monuments and shall make no changes in locations without the written approval of the County. Any bench marks or monuments that are lost or destroyed shall be replaced by the Contractor subsequent to notification and approval from County.

3.2 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

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

3.3 DIMENSIONS AND MEASUREMENTS

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

ARTICLE 4 SPECIFICATIONS AND DRAWINGS

4.1 GENERAL PROVISIONS

4.1.1 SUBDIVISIONS

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

4.1.2 RECORD DOCUMENTS

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

4.2 SUMMARY OF THE ORDER OF THE PROCEDURE

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

- 1) Modifications or changes last in time are first in precedence.
- 2) Addenda.
- 3) County-Contractor agreement.
- 4) General Conditions except for specific modifications thereto stated in the Supplementary Conditions.
- 5) Supplementary Conditions.
- 6) Division One Specifications.
- 7) Division Two through Sixteen Specifications.
- 8) Drawings - as between figured dimensions given on drawings and the scaled measurements, the figured dimension shall govern; as between large-scale drawings and small-scale drawings, the larger scale shall govern.

- 9) Structural drawings
- 10) Architectural drawings.
- 11) As between detailed drawings and typical details bound within the specifications, the detailed drawings govern.
- 12) In the event provisions of codes, safety orders, contract documents, referenced manufacturer's specifications or industry standards are in conflict, the more restrictive and higher quality shall govern.
- 13) Schedules shown on the drawings take precedence over conflicting information given on other drawings.
- 14) Mechanical drawings.
- 15) Electrical drawings.

4.3 CLARIFICATIONS/REQUEST FOR INFORMATION AND ADDITIONAL INSTRUCTIONS

4.3.1 NOTIFICATION BY CONTRACTOR

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

4.3.2 ADDITIONAL DETAILED INSTRUCTIONS

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

ARTICLE 5 SHOP DRAWINGS AND SUBMITTALS

5.1 SHOP DRAWINGS, PRODUCT DATA, COORDINATION DRAWINGS AND SCHEDULES

- 5.1.1 Shop drawings are drawings submitted to the County by the Contractor showing detail of the proposed fabrication and assembly of structural elements and the installation (i.e., form, fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, fabrication, erection and setting drawings, manufacturers' scale drawings, wiring and control diagrams, cuts or entire catalogs, pamphlets, and performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the Work required by the Contract. The County may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this Contract.
- 5.1.2 The Contractor shall coordinate all shop drawings and review them for accuracy, completeness, and compliance with Contract requirements, and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the County without evidence of the Contractor's approval shall be returned for resubmission. The Architect will indicate review for compliance of the shop drawings, and if not in compliance as submitted, shall indicate the reasons therefore. Any work done before such review shall be at the Contractor's risk. Review by the Architect shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this Contract, except with respect to variations described and approved in accordance with paragraph 5.1.3.
- 5.1.3 If shop drawings show any variations from the Contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation, no change in time or price will be allowed for Contractor changes. Should the Architect make changes on the shop drawings which affect time and/or cost, the Contractor will immediately notify the County with a Request for Information. If the Contractor fails to issue the Request for Information within seven (7) calendar days from receipt of the returned shop drawing, the Contractor shall have waived his right to any potential Change Order.
- 5.1.4 The Contractor shall submit shop drawings, coordination drawings, and schedules for review as required by the Contract Documents. The Contractor will provide a submittal schedule listing all shop drawings and submittals, the submission dates by the Contractor, and return dates from the Architect. This schedule will be provided fourteen (14) calendar days after the Notice to Proceed.
- 5.1.5 Shop drawings and schedules, other than catalogs, pamphlets, and similar printed material, shall be submitted with one reproducible plus one copy.
- 5.1.6 Each shop drawing or coordination drawing shall have a blank area 4 by 4 inches located adjacent to the title block. The title block shall display the following:
- 1) Number and title of drawing
 - 2) Date of drawing or revision
 - 3) Name of project building or facility
 - 4) Name of Contractor and (if appropriate) name of subcontractor submitting drawings
 - 5) Clear identity of contents and location on the work
 - 6) Project title and project number
 - 7) Submittal number
- 5.1.7 Unless otherwise provided in this Contract or otherwise directed by County, shop drawings, coordination drawings, and schedules shall be submitted to the Architect with a letter, sufficiently in advance of construction requirements to permit no less than twenty (21) calendar days for checking and appropriate action.

5.2 SAMPLES

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

5.2.2 Each sample shall have a label indicating:

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

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

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

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

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

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

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

5.3 SUBSTITUTIONS

5.3.1 Wherever the name, or brand, or manufacturer of an article is specified in the Contract Documents, it is used as a measure of quality and utility or a standard. Except in those instances where the product is designated to match others presently in use, specifications calling for a designated material, product, thing or service by specific brand or trade name shall be deemed to be followed by the words "or equal" so that bidders may propose any equal material, product, thing or service in their bid. If the Contractor desires to use any other brand or manufacturer of equal quality and utility to that specified, he shall list definite particulars of that which he considers equivalent to the specified item in his bid. The Contractor shall have thirty-five (35) days after the

award of the Contract for submission of data substantiating substitution of "equal" items. The County will then determine whether or not the proposed name brand or article is equal in quality and utility to that specified in the Contract Documents, and its written decision shall be final.

- 5.3.2 No proposal will be considered unless accompanied by complete information and descriptive data necessary to determine the equality of the offered materials, articles, or equipment. Samples shall be provided when requested by the County.
- 5.3.3 The burden of proof as to the comparative quality or suitability of the offered materials, articles, or equipment shall be upon the Contractor. The County shall be the sole judge as to such matters. In the event that the County rejects the use of such alternative materials, articles, or equipment, then one of the particular products designated by brand name in the specifications shall be furnished.
- 5.3.4 The County will examine Contractor's submittals with reasonable promptness. Return of the submittals to the Contractor shall not relieve the Contractor from responsibility for deviations and alternatives from the Contract Documents nor shall it relieve him from responsibility for errors in the submittals. A failure by the Contractor to identify, in his letter of transmittal, material deviations from the Contract Documents shall void the submittal and any action taken thereon by the County. When specifically requested by the County, the Contractor shall resubmit such shop drawing(s), descriptive data, and samples as may be required.
- 5.3.5 If any mechanical, electrical, structural, or design revisions are required for the proper installation and fit of alternative materials, articles, or equipment, or because of deviations from the Contract Documents, such changes shall not be made without the consent of the County's authorized representative, and shall be made without additional cost to the County, such costs, including the fees of the Architect, to be borne by the Contractor.

ARTICLE 6 SCHEDULES

6.1 CONSTRUCTION SCHEDULE

- 6.1.1 The Contractor shall prepare and submit to the County a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the salient features of the work (including acquiring materials and equipment). The schedule shall be in the form of a CPM (critical path method) schedule, of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. The scheduled completion date shall be the same as the contractual completion date, for the initial schedule and subsequent updates. Any proposed early completion date shall show the difference between that date and the contract completion date as Float, which shall belong to both the County and Contractor.
- 6.1.2 If, in the opinion of the County, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, without additional cost to the County. The Contractor shall submit any supplementary schedule or schedules in CPM form as the County deems necessary to demonstrate how the approved rate of progress will be regained.
- 6.1.3 All schedule updates must accurately reflect the as-built schedule. There shall be no change to the Critical Path without the County's written consent.

ARTICLE 7 TIME, LIQUIDATED DAMAGES AND EXTENSIONS

7.1 TIME OF WORK

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

7.2 LIQUIDATED DAMAGES

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

7.3 UNAVOIDABLE DELAYS

7.3.1 TIME EXTENSION

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

7.3.2 WEATHER

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

7.3.3 NOTICE OF DELAYS

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

7.4 REQUEST FOR TIME EXTENSION

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

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

7.4.2 The County, after receipt of such justification and supporting evidence, shall make its finding of fact. The County's decision shall be final and conclusive and the County will advise the Contractor in writing of such decision. If the County finds that the Contractor is entitled to any extension of Contract time, the County's determination as to the total number of days of extension shall be based upon the latest updated version of the approved contract schedule.

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

ARTICLE 8 PERFORMANCE

8.1 SUPERVISION & CONSTRUCTION PROCEDURES

8.1.1 The Contractor shall supervise and direct the work. The Contractor shall be solely responsible for all

construction means, methods, techniques, sequences, procedures, project safety, and shall coordinate all portions of the Work under the Contract, including the relations of the various trades to the progress of the Work, in accordance with the provisions of the Contract Documents.

8.1.2 The Contractor shall be responsible to the County for the acts and omissions of the Contractor's employees, subcontractors, and their agents and employees, and any other persons performing any of the work under a contract with the Contractor.

8.1.3 The Contractor is an independent contractor and nothing in the Contract Documents shall be interpreted to make the Contractor an agent of the County.

8.2 SUPERVISION

8.2.1 Within seven (7) days after the Notice to Proceed, the Contractor shall provide to the County an organization chart outlining key job personnel. The Contractor will also provide a Letter of Authority or Corporate Resolution for the individual(s) authorized to sign documents on its behalf, i.e., payment requests, change orders, inspection reports, etc.

8.2.2 The Contractor shall employ, during the progress of the Work, a competent Project Superintendent and any necessary assistants, as approved by the County. The Project Superintendent shall not be changed except with the consent of the Authorized Representative of County, unless the Superintendent proves to be unsatisfactory to the Contractor or ceases to be in his employ. The County shall be notified immediately of any new Superintendent appointed to the Work and the Contractor shall submit qualifications for approval. The Superintendent shall represent the Contractor and all directions given to him shall be as binding as if given to the Contractor.

8.2.3 The County shall be supplied at all times with the name and telephone number of a person in charge of or responsible for the Work, who can be reached for emergency work twenty-four (24) hours a day, seven (7) days a week.

8.3 CONDUCT OF WORK

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

8.4 PROTECTION OF WORK & PROPERTY

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

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

8.4.3 The Contractor shall protect from damage all existing improvements and utilities at or near the Work site and on adjacent property of a third party, the locations of which are made known to or should be known by the

Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this Contract or failure to exercise reasonable care in performing the Work. If the Contractor fails to repair the damage promptly, the County may have the necessary work performed and charge the cost to the Contractor.

8.5 CONTRACTOR'S RESPONSIBILITY FOR WORK

- 8.5.1 Until Acceptance of the Work by the County, Contractor shall have the charge and care thereof and shall bear risk of injury or damage to any part of the Work by action of the elements. If a separate Contractor sues the Owner, on account of any loss so sustained, the County shall notify the Contractor, who shall indemnify and hold harmless the County against any expenses, or judgment arising therefrom.
- 8.5.2 Contractor, at its cost, shall rebuild, repair, restore and make good all damages from the elements to any portion of the Work occasioned by such causes before its Acceptance.
- 8.5.3 No advertising of any description will be permitted in or about the Work, except by order of the County.
- 8.5.4 Contractor shall not create or permit the continued existence of any nuisance in or about the Work.

8.6 UTILITIES

- 8.6.1 Unless otherwise provided for under separate sections herein, Contractor will arrange all water, gas, and electricity required for construction purposes until acceptance of the Work. Contractor shall pay for such services unless otherwise specifically noted.
- 8.6.2 Utilities shall not be interrupted except with the approval of the County. A two (2) work day written notice is required prior to any and all interruptions. Interruptions shall be scheduled so as to minimize duration and disruption to existing operations.
- 8.6.3
- a. The Contractor shall send notices, make all necessary arrangements, and perform all other services required in the care and maintenance of all public utilities.
 - b. Enclosing or boxing in, for protection of any public utility equipment, shall be done by the Contractor. Upon completion of the Work, the Contractor shall remove all enclosures, and leave in a finished condition.
 - c. All connections to public utilities shall be made and maintained in a manner so as not to interfere with the continuing use of same by the County during the entire progress of the Work.

8.7 WORKING HOURS

- 8.7.1 All work shall be performed on a calendar day basis during the customary working hours of the trades involved unless otherwise specified in this Contract. Work performed by the Contractor of his own volition outside such established working hours shall be at no additional expense to the County and without County approval.
- 8.7.2 It is expressly stipulated that no laborer, workman, or mechanic employed at any time by the Contractor or by any subcontractor(s) under this Contract upon the Work or any part thereof, shall be required or permitted to work thereon more than eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except, as provided by Section 1815 of the California Labor Code. It is further expressly stipulated that for each and every violation of Sections 1811-1815, inclusive, of the California Labor Code, all

the provisions of which are deemed to be incorporated herein, said contractor shall forfeit, as a penalty to County, twenty-five dollars (\$25.00) for each laborer, workman, or mechanic employed in the execution of this Contract by contractor for each calendar day during which said laborer, workman, or mechanic is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the provisions of said Sections of the Labor Code.

8.7.3 The Contractor, and each subcontractor, shall keep an accurate record showing the names of and actual hours worked each calendar day and each calendar week by all laborers, workmen, and mechanics employed by them in connection with the Work contemplated by this Contract, which record shall be open at all reasonable hours to the inspection of the County or its officers or agents and to the Division of Labor Standards Enforcement of the Department of Industrial Relations.

8.7.4 No construction work shall be done on Saturdays, Sundays or County holidays and no work shall be performed outside of normal working hours without the prior written consent of the County. In any event, all work shall be subject to approval of the County. Prior to start of such work, the Contractor shall arrange with the County for the continuous or periodic inspection of the Work and testing of materials, when necessary. If requests are made by the Contractor for permission to work overtime, nights, Saturdays, Sundays or County holidays, and such requests are granted, the Contractor shall bear all extra expense to the County for inspection and other incidental expenses caused by such overtime work. If contractors are requested, in the interest of the County, to work overtime by the County, or if overtime work is specifically required by these specifications, all extra expense of inspection will be paid by the County.

8.8 MATERIAL & EQUIPMENT

8.8.1 Materials, equipment, and articles incorporated into the Work shall be new and of equal quality to the types and grades specified. When not particularly specified, the Contractor shall submit for approval satisfactory evidence as to the kind and quality of material. See SUBSTITUTION provision 5.3 concerning "or equal" requirements and procedure for submitting alternative material, articles, or equipment.

8.8.2 All materials shall be delivered so as to insure a speedy and uninterrupted progress of the Work. All materials shall be stored so as to cause no obstruction and so as to prevent overloading of any portion of the structure on the Work site, and the Contractor shall be entirely responsible for damage or loss by weather, theft, vandalism, or other cause.

8.8.3 Materials shall be stored to assure the preservation of their quality and fitness for the Work. Stored materials shall be reasonably accessible for inspection. When considered necessary by the County, stored materials shall be placed on wooden platforms or on other hard, clean surfaces and not directly on the ground, and shall be placed under cover when so directed.

8.9 LAYOUT OF WORK

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

8.10 USE OF PREMISES

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

8.11 OPERATIONS & STORAGE

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

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

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

8.12 HEAT/POWER/LIGHT

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

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

8.13 CLEANING UP

8.13.1 The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the Work, the Contractor shall remove from the work and premises any weeds, rubbish, tools, scaffolding, equipment, and materials that are not the property of the County. Upon completing the Work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the County.

ARTICLE 9 SAFETY & HEALTH

9.1 ACCIDENT PREVENTION

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

- a. Provide a copy of its safety program;

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

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

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

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

9.2 SANITARY FACILITIES

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

9.3 RESPONSIBILITY FOR COMPLIANCE WITH CAL-OSHA

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

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

9.4 TOXIC AND HAZARDOUS MATERIALS AND WASTE

9.4.1 ASBESTOS

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

9.4.2 TOXIC MATERIALS

Operations which release toxic materials into the atmosphere shall meet the requirements of Title 8 CCR.

General Industrial Safety Orders. Some operations which may release such materials include use of adhesives, sealants, paint, and other coatings.

9.4.3 LEAD-BASED PAINT

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

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

9.4.4 HAULING AND DISPOSAL

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

9.4.5 ASBESTOS PROHIBITED

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

ARTICLE 10 COUNTY-FURNISHED PROPERTY

10.1 COUNTY-FURNISHED PROPERTY

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

10.1.2 Each item of property to be furnished under this clause shall be identified by the Contractor in a schedule by quantity, item, and description. Schedule form will be provided by the County.

10.1.3 The Contractor shall be held responsible for all material delivered to him and deductions will be made from any moneys due him to make good any shortages and deficiencies, from any cause whatsoever, which may occur after such delivery.

10.1.4 The Contractor shall set up accounting records and establish an inspection procedure as approved by the County.

ARTICLE 11 BENEFICIAL OCCUPANCY

11.1 BENEFICIAL OCCUPANCY

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

ARTICLE 12 INSPECTION AND TESTING

12.1 INSPECTION AND TESTING

- 12.1.1 The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work called for by this Contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the County. The County shall at all times have access to the Work, and the Contractor shall provide proper facilities for such access and for inspection.
- 12.1.2 County inspections and tests are for the sole benefit of the County and do not:
- a. Relieve the Contractor of responsibility for providing adequate quality control measures;
 - b. Relieve the Contractor of responsibility for damage to or loss of the material before Acceptance;
 - c. Constitute or imply Acceptance; or
 - d. Affect the continuing rights of the County after Acceptance regarding latent defects, gross mistakes, fraud or the County's rights under any warranty or guarantee.
- 12.1.3 The presence or absence of a County inspector does not relieve the Contractor from any Contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the County's written authorization.
- 12.1.4 The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the County. The County may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. Special, full size, and performance tests shall be performed as described in the Contract.
- 12.1.5 The Contractor shall, without charge, replace or correct work found by the County not to conform to contract requirements, unless in the public interest the County consents to accept the work with an appropriate adjustment in Contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- 12.1.6 If, before Acceptance of the Work, the County decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If

the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet Contract requirements, the County shall issue a Change Order for such removal and reinstallation.

- 12.1.7 The Contractor shall at all times maintain proper facilities and provide safe access for inspection by the County to all parts of the work, and to the shops wherein the work is in preparation. Where the specifications require work to be specially tested or approved, it shall not be tested or covered up without timely notice to the County of its readiness for inspection and without the approval or consent of County. Should any such work be covered up without such notice, approval, or consent, it must, if required by County, be uncovered for examination at the Contractor's expense.
- 12.1.8 The Contractor shall notify the County at least one (1) work day in advance of the time scheduled for the inspection. Should the Contractor fail to notify the County and proceed with work requiring inspection, all such work is rejected, and no further work shall be done on that portion of the project until the rejected work is accepted by the County. Should the Contractor request acceptance of such rejected work the County shall, at the Contractor's expense, secure the services of private material testing laboratories, consulting engineers or licensed land surveyors, who shall certify that said work does in fact conform to the requirements of the Contract Documents. The work previously rejected shall be accepted by the County after receipt of such certification if the County approves of such certification.
- 12.1.9 If the Contractor does not promptly replace or correct rejected work, the County may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.
- 12.1.10 Construction review of the Contractor's performance by the County is not intended to include the review of the adequacy of the Contractor's safety measures, in, on, or near the construction site.
- 12.1.11 The County will pay for initial testing services specified to be performed by the County. When initial tests indicate non-compliance with the Contract Documents, subsequent retesting occasioned by the non-compliance shall be performed by the same testing agency, and costs thereof will be deducted by the County from the Contract sum.

12.2 INSPECTION BY OTHER JURISDICTIONS

Whenever any part of the Work to be performed is under the jurisdiction or control of another public entity, including but not limited to: The United States Government, State of California, or City, such work shall be subject to inspection by the officials of such entities and it must pass inspection, in addition to County inspection, and such other inspections as may otherwise be provided for in the Contract Documents.

12.3 FINAL INSPECTION AND TESTS

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

ARTICLE 13 ACCEPTANCE

13.1 ACCEPTANCE OF THE WORK

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

ARTICLE 14 WARRANTY AND GUARANTEES

14.1 CONTRACTOR'S WARRANTY AND GUARANTEE

- 14.1.1 Contractor warrants that all materials and equipment furnished under this Contract shall be new unless otherwise specified, and that all Work performed under this Contract conforms to the Contract requirements and is free of any defect whether performed by the Contractor or any subcontractor or supplier.
- 14.1.2 This warranty shall continue for a period of one (1) year from the date of filing of Notice of Completion on the Work. The Performance Bond shall remain in force during the warranty period.
- 14.1.3 The Contractor shall remedy at the Contractor's expense any damage to County-owned or controlled real or personal property, when that damage is the result of:
- a. The Contractor's failure to conform to Contract requirements or
 - b. Any defect of equipment, material, workmanship, or design furnished by the Contractor.
- 14.1.4 The Contractor shall restore any work damaged in fulfilling the terms and conditions of this Article. The Contractor's warranty with respect to work repaired or replaced will run for one (1) year from the date of repair or replacement.
- 14.1.5 The County shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall within ten (10) calendar days after being notified in writing by the County of any work not in accordance with the requirements of the Contract or any defects in the Work, commence, and perform with due diligence, all work necessary to fulfill the terms of this Article. If the Contractor fails to remedy any defect, or damage within fourteen (14) calendar days after receipt of notice, the County shall have the right to replace, repair, or otherwise remedy the defect, or damage at the Contractor's expense. Payment due to the Architect from the County for extra architectural services required in the enforcement of Contractor's guarantee after Acceptance of the Work shall be paid to the County by the Contractor.

14.1.6 In the event of any emergency constituting an immediate hazard to health or safety of County employees, property, or licensees, when caused by work of the Contractor that is not in accordance with the Contract requirements, the County may undertake at Contractor's expense and without prior notice, all work necessary to correct such hazardous condition(s).

14.1.7. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this Contract, the Contractor shall:

- a. Obtain all warranties that would be given in normal commercial practice;
- b. Require all warranties to be executed, in writing, for the benefit of the County, unless directed otherwise by the County; and
- c. Enforce all warranties for the benefit of the County, unless otherwise directed by the County.

14.1.8 This warranty shall not limit the County's rights under the Inspection and Acceptance section(s) of this Contract with respect to latent defects, gross mistakes, or fraud.

ARTICLE 15 ENVIRONMENTAL PROTECTION

15.1 DUST CONTROL

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

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

15.2 EXCESSIVE NOISE

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

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

15.3 POLLUTION CONTROL, CLEANING

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

ARTICLE 16 EMPLOYMENT PRACTICES

16.1 QUALIFICATIONS FOR EMPLOYMENT AND APPRENTICESHIP STANDARDS

- 16.1.1 In accordance with Section 1735 of the California Labor Code, no person under the age of 16 years and no person currently serving sentence in a penal or correctional institution shall be employed to perform any Work under this Contract. No person whose age or physical condition is such as to make his employment dangerous to his health or safety or to the health or safety of others shall be employed to perform Work under this Contract; provided that this requirement shall not operate against any physically handicapped persons otherwise employable where such persons may be safely assigned to Work which they ably perform.
- 16.1.2 This contract is subject to the provisions of Sections 1777.5 and 1777.6 of the California Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him. Section 1777.5 as amended, requires the Contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of this project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the Contract.
- 16.1.3 The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making contributions.
- 16.1.4 All employees engaged in work on the project under this Contract shall have the right to organize and bargain collectively through representatives of their own choosing, and such employees shall be free from interference, restraint, and coercion of employers in the designation of such employees for the purpose of collective bargaining or other mutual aid or protection, and no person seeking employment under this Contract shall be required as a condition of initial or continued employment to join any company, union, or to refrain from joining, organizing, or assisting a labor organization of such person's own choosing. No person in the employment of the County shall be employed by this contractor.

16.2 WAGES & RECORDS

16.2.1 WAGE RATES

- a. Pursuant to Section 1770 and 1773 et seq. of the Labor Code of the State of California, the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages and the rates for overtime and holiday work in the locality in which the work is to be performed for each craft, classification, or type of workman needed to execute the contract which will be awarded to the successful bidder, copies of which are on file and available upon request at the Clerk of the Board, Board of Supervisors, 4080 Lemon St., 14th Floor, Riverside, CA 92501-3655, and shall be posted at the job site.
- b. It shall be mandatory upon the Contractor and upon any subcontractor under him, to pay not less than the said specified rates to all laborers, workmen, and mechanics employed in the execution of the Contract. It is further expressly stipulated that the Contractor shall, as a penalty to County, forfeit twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each laborer, workman, or mechanic paid less than the stipulated prevailing rates for any work done under this Contract by him or by any subcontractor under him; and Contractor agrees to comply with all provisions of Section 1770 et. seq. of the Labor Code.
- c. In case it becomes necessary for the Contractor or any sub-contractor to employ on the

project under this Contract any person in a trade or occupation (except executives, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate is herein specified, the Contractor shall immediately notify the County who will promptly thereafter determine the prevailing rate for such additional trade or occupation and shall furnish the Contractor with the minimum rate based thereon. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

- d. The County will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth as provided herein. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his bid, and will not under any circumstances be considered as the basis of a claim against the County on the Contract.

16.2.2 WAGE RECORDS

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

16.3 NOTICE OF LABOR DISPUTES

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

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

16.4 NONDISCRIMINATION

16.4.1 EQUAL EMPLOYMENT OPPORTUNITY

- a. Contractor agrees for the duration of this Contract that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap. The Contractor will take affirmative action to insure that employees are treated during employment or training without regard to their race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the

provisions of this nondiscrimination clause.

- b. The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap.
- c. The Contractor will send to each labor union or other representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the workers' representative of the Contractor commitments under this agreement.
- d. The Contractor agrees that it will comply with the provisions of Titles VI and VII of the Civil Rights Act, Revenue Sharing Act Title 31, U.S. Code Section 2716, and California Government Code Section 12990.
- e. The Contractor agrees that it will assist and cooperate with the County, the State of California and the United States Government in obtaining compliance with the equal opportunity clause, rules, regulations, and relevant orders of the State of California and United States Government issued pursuant to the Acts.
- f. In the event of the Contractor's non-compliance with the discrimination clause, the affirmative action plan of this contract, or with any of the said rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part by the County.

16.4.2 HANDICAPPED NON-DISCRIMINATION

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

16.4.3 FAIR EMPLOYMENT AND HOUSING ACT ADDENDUM

In the performance of this Contract, the Contractor will not discriminate against any employee or Applicant for employment because of race, sex, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, sex, color, religion, ancestry, or national origin. Such action shall include, but not limited to, the following: employment, upgrading, promotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State or local agency setting forth the provisions of this Fair Employment and Housing Section.

16.4.4 ACCESS TO RECORDS

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

16.4.5 REMEDIES FOR WILLFUL VIOLATION

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

ARTICLE 17 SUBCONTRACTING

17.1 SUBCONTRACTORS

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

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

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

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

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

17.2 RELATIONS OF CONTRACTOR AND SUBCONTRACTOR

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

17.3 SUBCONTRACTS

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

- a. Substitute any persons as subcontractors in place of the subcontractors designated in his original bid without the consent of County. (The County's consent can only be given in cases permitted by Public Contract Code Section 4107.)
- b. Permit any subcontract to be assigned or transferred or allow any work to be performed by anyone other than the original subcontractor listed in his bid.

- c. Sublet or subcontract any portion of the work in excess of one-half of one percent of his bid to which his original bid did not designate a subcontractor.

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

ARTICLE 18 TAXES

18.1 SALES AND PAYROLL TAXES

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

ARTICLE 19 CHANGES

19.1 CHANGE ORDER WORK

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

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

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

- 19.1.3 The Contractor must submit a cost proposal within fifteen (15) calendar days after receipt of the proposed change order. The Contractor must submit cost proposals in less than fifteen (15) calendar days if requested by the County or if required by schedule limitations.

- 19.1.4 If the Contractor fails to submit the cost proposal within the 15-day period (or as requested), the County has the right to order the Contractor in writing to commence the work immediately on a force account basis and/or issue a lump sum change to the contract price in accordance with the County's estimate of cost. If the change is issued based on the County estimate, the Contractor will waive his right to dispute the action unless within fifteen (15) calendar days following completion of the added/deleted work, the Contractor presents proof that the County's estimate was in error.

- 19.1.5 If the County disagrees with the proposal submitted by Contractor, it will notify the Contractor in writing and the Contractor may elect to proceed under the DISPUTE article of this Contract, or, in the event either party

contests the price or time extension of Change work, or time is of the essence, the County may issue a Construction Change Directive and the contractor shall proceed with the work. The County will provide its opinion of the appropriate price and/or time extension in a "Response to Change Order Request." If the contractor agrees with the County's estimate, a change order will be issued by the County. If no agreement can be reached, the County shall have the right to issue the Change Order Directive setting forth its unilateral determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. Such determination shall become final and binding if the Contractor fails to submit a Claim in writing to the County, within twenty-one (21) days of the Change Order Directive, disputing the terms of such Directive. No dispute, disagreement or failure of the parties to reach agreement regarding the amount, if any, of any adjustment to the contract sum or contract time shall relieve the Contractor from the obligation to proceed with performance of the work, including extra work, promptly and expeditiously."

- 19.1.6 The Contractor will give notice of a requested change on his letterhead within seven (7) calendar days of discovery and, if the County agrees, a proposed change order will be issued on the County's standard change order form.
- 19.1.7 If any change involves an increase or decrease in the cost of the Contractor's work, a change order shall state the amount to be added or deducted from the Contract amount, and the additional time, if any, needed for the performance of such work.
- 19.1.8 Any changes to the Contract amount shall be in a lump sum mutually agreed to by the Contractor and the County, except that when, in the opinion of the County, such basis is not feasible the change to the Contract amount shall be determined upon a cost-plus-percentage basis with a guaranteed maximum lump sum cost within the limitations provided by law.
- 19.1.9 Each lump sum quotation from the Contractor shall be accompanied by sufficiently detailed estimates to permit verification of totals in accordance with (a) through (d) in 19.1.11 below.
- 19.1.10 When the work is to be done on a cost-plus-percentage basis, the Contractor shall submit statements as required by the County showing all labor, material, and equipment costs incurred, and upon completion of the work, a summary of costs, including overhead and profit, and in accordance with Item (a) through (d) in 19.1.11 below.
- 19.1.11 Estimates for lump sum quotations and accounting for cost-plus-percentage work shall be limited to direct expenditures necessitated specifically by the subject extra work, and shall be segregated as follows:
- a. Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the extra work cost will not be permitted unless the contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.
 - b. Materials. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight and delivery.
 - c. Tool and Equipment Use. No payment will be made for the use of tools which have a

replacement value of \$100 or less. Regardless of ownership, the rates to be used in determining equipment use costs shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the work is performed.

- d. Overhead, Profit and Other Charges. The mark-up for overhead and profit on work added to the Contract shall be according to the following Schedule.
- (1) For work performed by the Contractor's forces the added cost for overhead and profit shall not exceed fifteen (15%) percent of the net cost of the work, equipment, labor and materials.
 - (2) For work performed by a subcontractor, the added cost for overhead and profit shall not exceed fifteen (15%) percent of the net cost of the work, equipment, labor and materials, to which the Contractor may add five (5) percent of the subcontractor's price of the work.
 - (3) For work performed by a sub-subcontractor the added cost for overhead and profit shall not exceed fifteen (15 %) percent of the net cost for work, equipment, labor and materials to which sub-contractor and general contractor may each add an additional five (5 %) percent of the total price from the lower tier subcontractor.
 - (4) "Net Cost" is defined as consisting of costs of labor, materials and equipment use and/or rental only. The costs of applicable insurance and bond premium will be reimbursed to the Contractor and subcontractors at cost only, without mark-up.
 - (5) The cost of direct supervision, except when provided by working foreman whose time is included above, of change order work when done exclusively, and not in conjunction or at the same time as, other work performed on the job and when approved in advance by the County's authorized representative, including only payroll taxes, insurance, pension and direct costs for the labor of supervision may be charged to the change order. The cost of transportation, use of vehicle and other costs incurred by supervision will not be allowed.

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

19.1.13 For added or deducted work furnished by a vendor or supplier, the Contractor shall furnish to the County a detailed estimate or quotation of the cost to the Contractor for such work, signed by such vendor or supplier.

19.1.14 Any change in the work involving both extras and credits shall show a new total cost, including subcontracts. Allowance for overhead and profit, as specified therein, shall be applied if the net total cost is an extra; overhead and profit allowances shall not be applied if the net total cost is a credit. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was executed.

19.1.15 The Contractor shall identify any adjustment in time of the final completion of the Work as a whole which is directly attributable to the changed work within fifteen (15) calendar days of receipt of the proposed change order. The Contractor's request for a change in time will be supported by a detailed schedule analysis including a schedule indicating the activities which have been affected and the additional time being requested.

- a. For a change in time for the Work, the Contractor shall be entitled only to such adjustments where completion of the entire Work (critical path) is delayed due to the performance of the changed work. Failure to request extra time when submitting such estimate shall constitute waiver of the right to subsequently claim adjustment in time for final completion based upon such changed work.
- b. If the County and the Contractor fail to arrive at an agreement on the amount of extra cost, credit or time extension for a proposed change, a change order will be processed in the amount believed by the County to be reasonable, and the Contractor shall proceed with the work. If the Contractor believes that the amount or time stipulated in the change order is not reasonable for the work required, he may elect to issue a notification in accordance with the DISPUTES article for review by the County, stating therein the basis for his dispute with such change order.

19.1.16 Any change in the Work shall conform to the original Contract Documents insofar as they may apply without conflict to the conditions involved in the change.

19.1.17 Payment for additional work or extras, if any, shall become due and payable in accordance with the provisions for payment in the Contract.

19.1.18 Contractor shall not reserve a right to assess impact cost, extended job site costs, extended overhead, and/or constructive acceleration at a later date as related to any and all changes. All costs or estimated costs must be supported with full schedule and cost documentation with each proposed change within the prescribed submission times. If a request for a change is denied and the Contractor disputes the denial, the Contractor must supply the aforementioned documentation to support his claim under the DISPUTES article of this Contract. No claims shall be allowed for impact, extended overhead costs, and/or construction acceleration due to the multiplicity of changes and/or clarifications. Any attempt by Contractor to change or modify the change order form (sample included herein) shall void the form, including any letters the Contractor may issue in conjunction therewith.

19.1.19 All alterations, extensions of time, extra and additional work and other changes authorized by these specifications or any part of the Contract may be made without securing consent of the surety or sureties on the contract bonds.

19.2 CHANGE ORDERS AND LABOR RATES GUIDELINES

19.2.1 The following are guidelines for preparing change orders:

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

b. Change Orders:

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

19.3 AUDIT

- 19.3.1** The County shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the modification in order to evaluate the accuracy and completeness of the cost or pricing data at no additional cost to the County.
- 19.3.2** The Contractor shall make available at its office at all reasonable times the materials described in paragraph 19.3.1 above, for examination, audit, or reproduction, until 4 years after final payment under this Contract.
- 19.3.3** The Contractor shall insert a clause containing all the provisions of this 19.3, including this paragraph, in all subcontracts over \$10,000 under this contract.

ARTICLE 20 PAYMENT

20.1 PROGRESS PAYMENTS

- 20.1.1** The County shall pay the Contractor the price as provided in this Contract.
- 20.1.2** The County shall make progress payments monthly as the Work proceeds, on estimates approved by the County. The Contractor shall furnish a breakdown of the total contract price, in a format provided by the

County, showing the amount included therein for each principal category of the work, in such detail as requested, to provide a basis for determining progress payments.

- 20.1.3** Contractor shall submit to the County vouchers, schedule activities, or other satisfactory proof of the value of any work for which he claims payment on such account, and receipts showing that progress payments have been duly made on such contracts, and for materials furnished.
- 20.1.4** In the preparation of estimates, the County may authorize 75% of the value of material delivered and satisfactorily stored on the site, and preparatory work done to be taken into consideration for major equipment if:
- a. Consideration is specifically authorized by this Contract; and
 - b. The Contractor furnishes certified receipt that it has acquired title and paid invoices for such material and that the material will be used to perform this Contract.
- 20.1.5** On the 25th of each month the Contractor will submit his request for payment. Prior to that submittal the County will review the requested percentage of completion for each activity. The payment request will be in the format as provided by the County and will refer to the schedule.
- 20.1.6** Upon receipt of a payment request, the County shall:
- a. Review that request as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request; and
 - b. Any payment request determined not to be a proper request suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven (7) calendar days after receipt. The returned request for payment shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.
- 20.1.7** Any progress payment which is undisputed and properly submitted and remains unpaid for thirty (30) calendar days after receipt by County shall accrue interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the California Code of Civil Procedure. The number of days available to the County to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which the County exceeds the seven-day return requirement set forth in 20.1.6 above.
- 20.1.8** In making these progress payments, there shall be retained ten percent (10%) from the amount of each progress payment until the work is 50% complete. After the 50% completion point, if satisfactory progress is being made and at the sole discretion of the County, the retention may be reduced to a minimum of 5% of the contract.
- 20.1.9** Except as otherwise prohibited by law, the Contractor may elect to receive all payments due under the contract pursuant to this section without any retention, by posting securities in accordance with Public Contract Code Section 22300.
- 20.1.10** Contractor and each subcontractor shall pay each of its employees engaged in work under this Contract in full (less deductions made mandatory by law) in accordance with California law.
- 20.1.11** The County may withhold (in excess of retentions) or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate to such extent as may be necessary to protect the County from loss on

account of:

- a. Defective work not remedied.
- b. Claims filed or reasonable evidence indicating probable filing of claims.
- c. Failure of the Contractor to make payments properly to subcontractors or for material or labor.
- d. Damage to another Contractor.
- e. Delays in progress toward completion of the work, with the stipulated amount of liquidated damages being withheld for each day of delay for which no extension is granted.
- f. Default of the Contractor in the performance of the terms of the Contract.

20.1.12 Should stop notices be filed with the County, County shall withhold the amount required plus 25% from certificates until such claims shall have been resolved pursuant to applicable law. California Civil Code Section 3179 et seq.

20.1.13 Contractor shall provide (1) forms of conditional releases of stop notice and bond rights upon progress payment, complying with California Civil Code Section 3262(d)(1), for all work performed during the time period covered by the current Application for Payment, signed by the Contractor and the subcontractors of every tier; and (2) forms of unconditional release of stop notice and bond rights upon progress payment, complying with Civil Code Section 3262(d)(2) for all work performed during the time period covered by previous Application for Payment, signed by Contractor and the subcontractors of every tier.

20.1.14 All material and work covered by progress payments made shall, at the time of payment, become the sole property of the County, but this shall not be construed as:

- a. An acceptance of any work not in accordance with the Contract Documents; or
- b. Waiving the right of the County to require the fulfillment of all of the terms of the contract.

20.2 FINAL PAYMENT

20.2.1 GENERAL

- a. The County shall pay the amount due the Contractor under this Contract after:
 - 1.) The Acceptance of all work and Notice of Completion per the terms of this Contract;
 - 2.) Presentation of a properly executed voucher;
 - 3.) Submission of conditional releases and waivers of stop notice and bond rights upon final payment in the form required by California Civil Code Section 3262(d)(3) executed by Contractor and by all the subcontractors of every Tier.
 - 4.) Presentation of release of all claims against the County arising by virtue of this Contract, other than claims and disputes in stated amounts, that the Contractor has

specifically excepted from the operation of the release.

- b. The Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the County, to indemnify him against any lien.

20.2.2 FINAL CERTIFICATE FOR PAYMENT

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

20.2.3 FINAL PAYMENT

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

ARTICLE 21 SUSPENSION OF WORK/TERMINATION

21.1 NON-COMPLIANCE WITH CONTRACT REQUIREMENTS

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

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

21.2 TERMINATION

21.2.1 TERMINATION FOR BREACH

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

21.2.2 TERMINATION FOR CONVENIENCE

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

- (5) As directed by the County, transfer title and deliver to the County (1) the fabricated or unfabricated parts; work in progress, completed work, supplies, and other material produced or acquired for the work terminated; and (2) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the County.
 - (6) Complete performance of work not terminated.
 - (7) Take any action that may be necessary, or that the County may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the County has or may acquire an interest.
 - (8) Use its best efforts to sell, as directed or authorized by the County, any property of the types referred to in subparagraphs above; provided, however, that the Contractor (1) is not required to extend credit to any purchaser and (2) may acquire the property under the conditions prescribed by, and at prices approved by the County. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the County under this contract, credited to the price or cost of the work, or paid in any other manner directed by the County.
- d. After termination, the Contractor shall submit a final termination settlement proposal to the County in the form and with the certification prescribed by the County. The Contractor shall submit the proposal promptly, but no later than thirty (30) days from the effective date of termination. If the Contractor fails to submit the proposal within the time allowed, the County may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.
- e. Subject to subparagraph (2) above, the Contractor and the County may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, may not exceed the total contract price as reduced by:
- (1) the amount of payments previously made and;
 - (2) the contract price of work not terminated. The contract shall be amended with a Change Order, and the Contractor paid the agreed amount.
- f. If the Contractor and County fail to agree on the whole amount to be paid the Contractor because of the termination of work, the County shall pay the Contractor the amounts determined as follows:
- (1) For contract work performed before the effective date of termination, the total (without duplication of any terms) of:
 - (i) The cost of this work;
 - (ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (i) above; and

- (iii) A sum, as profit on (i) above, determined by the County to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the County shall allow no profit under this subdivision (iii).
 - (2) The reasonable costs of settlement of the work terminated including:
 - (i) Accounting, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data; and
 - (ii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.
- g. Except for normal spoilage, the County shall exclude from the amounts payable to the Contractor the fair value, as determined by the County, of defective work, and of property that is destroyed, lost, stolen, or damaged so as to become undeliverable.
- h. The Contractor shall have the right to make a claim under the DISPUTES article, from any determination made by the County.
- i. In arriving at the amount due the Contractor, there shall be deducted:
 - (1) All unliquidated advance or other payments to the Contractor under the terminated portion of this Contract;
 - (2) Any claim which the County has against the Contractor under this Contract; and
 - (3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the County.
- j. If the termination is partial, the Contractor may file a proposal with the County for a Change Order of the price(s) of the continued portion of the Contract. The County shall process any Change Order agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within thirty (30) days from the effective date of termination unless extended in writing by the County.
- k. The County may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the Contract, if the County believes the total of these payments will not exceed the amount to which the Contractor will be entitled. If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the County upon demand, together with interest.
 - l. Unless otherwise provided in this Contract or by statute, the Contractor will maintain all records and documents relating to the terminated portion of this Contract for 4 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this Contract. The Contractor shall make these records and documents available to the County, State and/or the U.S. Government or their representatives at all reasonable times, without any direct charge.

ARTICLE 22 DISPUTES/CLAIMS

22.1 CLAIMS RESOLUTION

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

- a. All claims shall be submitted in writing and accompanied by substantiating documentation. Claims must be filed on or before the date of final payment unless other notice requirements are provided in the contract. "Claim" means a separate demand by the claimant for (1) a time extension, (2) payment of money or damages arising from work done by or on behalf of the claimant and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled, or (3) an amount the payment of which is disputed by the Owner.
- b. Claims Under \$50,000. The Owner shall respond in writing to the claim within 45 days of receipt of the claim, or, the Owner may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the Owner may have. Of additional information is needed thereafter, it shall be provided upon mutual agreement of the Owner and the claimant. The Owner's written response shall be submitted 15 days after receiving the additional documentation, or within the same period of time taken by the claimant to produce the additional information, whichever is greater.
- c. Claims over \$50,000 but less than or equal to \$375,000. The Owner shall respond in writing within 60 days of receipt, or, may request in writing within 30 days of receipt of the claim, any additional documents supporting the claim or relating to defenses or claims the Owner may have against the claimant. If additional information is needed thereafter, it shall be provided pursuant to mutual agreement between the Owner and the claimant. The Owner's response shall be submitted within 30 days after receipt of the further documents, or within the same period of time taken by the claimant to produce the additional information or documents, whichever is greater. The Contractor shall make these records and documents available to the County, State and/or the U.S. Government or their representatives at all reasonable times, without any direct charge.
- d. If the claimant disputes the Owner's response, or if the Owner fails to respond within the statutory time period(s), the claimant may so notify the Owner within 15 days of the receipt of the response or the failure to respond, and demand an informal conference to meet and confer for settlement. Upon such demand, the Owner shall schedule a meet and confer conference within 30 days.
- e. If following the meet and confer conference, the claim or any portion thereof remains in dispute, the claimant may file a claim pursuant to Government Code 900 et seq. and Government Code 910 et seq. For purposes of those provisions, the time within which a claim must be filed shall be tolled from the time the claimant submits the written claim until the time the claim is denied, including any time utilized for the meet and confer conference.
- f. If a civil action is filed to resolve any claim, the provisions of Public Contract Code 20104.4 shall be followed, providing for nonbinding mediation and judicial arbitration.

22.2 CLAIM FORMAT/REQUIREMENTS

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

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

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

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

22.3 NOTICE OF THIRD PARTY CLAIMS

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

SECTION 01 10 00

SUMMARY OF WORK

PART 1 - GENERAL

1.01 SUMMARY OF WORK

- A. This Contract includes work necessary for and incidental to execution and completion of

Idyllwild Library Tenant Improvements
Riverside County Economic Development Agency
Idyllwild Pine Cove, California

in accordance with Contract Documents dated July 22, 2011, prepared by HMC Architects, 3546 Concoors, Ontario, California 91764.

1.02 GENERAL DESCRIPTION OF WORK

- A. Work under this Contract includes furnishing all labor, materials, services and transportation, except as specifically excluded which is required for completion of Project in accordance with provisions of Contract Documents.
- B. Work to be included as part of this Contract:
1. Remodel existing building including structural work at new high roof and clerestory windows.
- C. Work to be performed by Owner and not included in Contract:
1. Abatement of Hazardous Materials including Asbestos, PBCs, Lead paint, mold. Contractor is hereby notified that the District will abate the hazardous material(s) under separate contract during the course of construction of this Contract. Contractor shall notify the District immediately of any hazardous material(s) encountered and allow the District minimum of 2 weeks for the [District] to remove or abate the hazardous material(s). Include this additional time in the Contractor's Construction Schedule. Contractor shall cooperate with [District's] subcontractors during this separate work. Other Work not affected by Hazardous removal shall continue uninterrupted.]
- D. The following restrictions apply to access and to use of site and existing buildings:
1. General: During construction period, Contractor shall have full use of premises for construction operations, including use of site. Contractor's use of premises is limited only by Owner's right to perform work or to retain other contractors on portions of Project.
 2. Driveways and Entrances: Keep driveways and entrances serving premises clear and accessible to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.

- 3. Partial Owner Occupancy: Owner reserves right to occupy and to place and install equipment in completed areas of building before Certified Completion, provided such occupancy does not interfere with completion of Work. Such placing of equipment and partial occupancy shall not constitute acceptance of total Work.

1.03 PERMISSIBLE WORKING DAYS AND HOURS

- A. Work may be conducted on regularly scheduled days between the hours of 7:00 A.M. and 4:00 P.M.
- B. Work may be conducted outside normal working hours, at no extra cost to the Owner, when written notification to Owner has been submitted and anticipated schedule of Work activities has been approved.
- C. Conform to Division 01, General Requirements for required payment for Inspector's services performed during overtime hours.

1.04 VERIFICATION OF EXISTING CONDITIONS

- A. Contractor shall be responsible to examine site of Work and after investigation to decide for himself/herself character of materials, equipment and utilities to be encountered and all other existing conditions affecting Work. Contractor is also responsible to provide sufficient costs to cover provisions of all items of Work under existing conditions referred to herein.

PART 2 - PRODUCTS

NOT USED.

PART 3 - EXECUTION

NOT USED.

END OF SECTION

SECTION 01 20 00

PRICE AND PAYMENT PROCEDURES

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Change Procedures.
- B. Schedule of Values.

1.02 CHANGE PROCEDURES

- A. Written Order: Architect will advise of minor changes in Work not involving adjustment to Contract Price or Contract Time as authorized by General Conditions, by issuing Architect's Supplemental Instructions or Instruction Bulletins.
- B. Request For Proposal: Architect may issue a Request For Proposal or Instruction Bulletin that includes detailed description of proposed change with supplementary or revised drawings and specifications, change in Contract Time for executing change and period of time during which requested price will be considered valid. Contractor shall prepare and submit an estimate within 7 days.
- C. Change Order Request: Contractor may propose changes by submitting Change Order Request to Architect, describing proposed change and its full effect on Work. Include statement-describing reason for change, and effect on Contract Price and Contract Time with full documentation and statement describing effect on Work by separate or other contractors. Document any requested substitutions in accordance with Division 01, General Requirements.
- D. Construction Change Directive: Architect may issue Construction Change Directives or Instruction Bulletins signed by Owner and Architect directing Contractor to proceed with change in Work expeditiously. Document will describe changes in Work and designate method of determining any change in Contract Price or Contract Time, if any. Contractor shall promptly execute the change.
- E. Change Order: Issued in accordance with the General Conditions and Supplementary Conditions.
- F. Stipulated Price Change Order: Based on a Request For Proposal or Instruction Bulletin and Contractor's fixed price quotation or Contractor's Change Order Request as approved by Architect.

- G. Time and Material Change Orders: Submit itemized account and supporting data after completion of change, within time limits indicated in Conditions of Contract. Architect will determine change allowable in Contract Price and Contract Time as provided in Contract Documents.
 - 1. Maintain detailed records of work done on Time and Material basis. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in Work.
 - 2. Refer to the General Conditions for additional requirements.
- H. Change Order Forms: AIA G701 Change Order or Architect's forms.
- I. Execution of Change Orders: Architect will issue Change Orders for signature of parties as provided in Conditions of the Contract.

1.03 SCHEDULE OF VALUES

- A. Submit printed schedule on AIA Forms G702 and G703 - Application and Certificate for Payment and Continuation Sheet. Contractor's standard form or electronic media printout will be considered, submit sample forms to Architect for approval.
 - 1. Submit application for progress payment in accordance with the General and Supplementary Conditions.
- B. Submit Schedule of Values in duplicate within 15 calendar days after date of Owner-Contractor Agreement for Architect's approval.
- C. Format: Utilize Table of Contents of this Project Manual. Identify each line item with number and title of the major Specification Section. Identify site mobilization and bonds and insurance. On projects of more than one building, list buildings separately. List mechanical, electrical, plumbing and fire protection Work separately for each building and for site Work.
- D. Break down the plumbing and mechanical portions of the work at a minimum into a rough, finish, including air balance and electrical portion.
- E. Break out rough grading, fine grading, and underground utilities.
- F. Include separate line items, showing amount of General Contractor's overhead and profit, bonds and insurance, supervision, and then remainder of general items.
- G. Revise schedule to list approved Change Orders, with each Application for Payment.

PART 2 - PRODUCTS

NOT USED.

PART 3 - EXECUTION

NOT USED.

END OF SECTION

SECTION 01 26 13

REQUESTS FOR INFORMATION (RFI)

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Administrative requirements for Requests For Information (RFI).

1.02 DEFINITIONS

- A. RFI is a written request prepared by the Contractor requesting the Architect to provide additional information necessary to clarify an item which he believes is not clearly shown or called for in the drawings or specifications, or to address problems which have arisen under field conditions.
- B. Request for Information:
1. Document submitted by Contractor requesting clarification of portion of Contract Documents, hereinafter referred to as RFI.
 2. Properly prepared request for information shall include detailed written statement that indicates specific Drawings or Specification in need of clarification and nature of clarification requested.
 - a. Drawings shall be identified by Drawing number and location on Drawing sheet.
 - b. Specifications shall be identified by Section number, page and paragraph.
- C. Improper RFIs:
1. RFIs that are not properly prepared or incomplete.
 2. Improper RFIs will be processed by Architect at Architect's standard hourly rate and Architect will charge Owner, and such costs will be deducted from moneys still due the Contractor. Architect will notify Contractor before processing of improper RFIs.
- D. Frivolous RFIs:
1. RFIs that request information that is clearly shown on Contract Documents.
 2. Frivolous RFIs may be returned unanswered or may be processed by Architect at Architect's standard hourly rate and Architect will charge Owner, and such costs will be deducted from moneys still due Contractor. Architect will notify Contractor before processing of frivolous RFIs.
- E. Deviations:
1. Work identified by the Architect or Inspector of Record as not in conformance with the Contract Documents shall be corrected at no additional cost to the Owner as required by the Contract Documents.
 2. Where corrections to the Work require modifications that vary from the Contract Documents, these modifications must be clearly identified in the Request for Information as a deviation or "Field Fix" and tracked as such on the RFI log.

3. When corrective work requires design changes by the Architect, the Contractor shall compensate the Architect for the time required to review, design and prepare clarification drawings or Change Order documents required.

1.03 CONTRACTOR'S REQUESTS FOR INFORMATION

- A. When the Contractor is unable to determine from Contract Documents, material, process or system to be installed, Architect will be requested to make clarification of indeterminate item.
 1. Whenever possible, such clarification shall be requested at next appropriate project meeting, with response entered into meeting minutes. When clarification at meeting is not possible, because of urgency of need, or complexity of item, Contractor shall prepare and submit RFI to Architect.
- B. Contractor shall endeavor to keep number of RFIs to a minimum. In the event the process becomes unwieldy, in the opinion of Architect, because of number and frequency of RFIs submitted, the Architect may require the Contractor to abandon process and submit future requests as either submittals, substitutions or requests for change.
- C. RFIs shall be submitted on form acceptable to Architect. Forms shall be completely filled in, and if prepared by hand, shall be fully legible after photocopying or transmission by facsimile (fax). Each page of attachments to RFIs shall bear RFI number in lower right corner.
- D. RFI's shall be originated by Contractor:
 1. RFIs from subcontractors or material suppliers shall be submitted through, reviewed by, and signed by Contractor before submittal to Architect.
 2. RFIs sent by subcontractor or suppliers directly to Architect or Architect's consultants shall not be accepted and will be returned unanswered.
- E. Contractor shall carefully study Contract Documents to ensure that requested information is not available therein. RFIs which request information available in Contract Documents will be deemed "improper" or "frivolous" as noted above.
- F. In cases where RFIs are issued to request clarification of coordination issues, for example pipe and duct routing, clearances, specific locations of Work shown diagrammatically, and similar items, Contractor shall fully lay out suggested solution using drawings or sketches drawn to scale, and submit same with RFI. RFIs which fail to include suggested solution will be returned unanswered with requirement that Contractor submit a complete request.
 1. Contractors are encouraged to utilize photocopies of Contract Documents to completely illustrate their questions, and to provide sketches as required to communicate question, concepts and suggestions.
- G. Do not use RFIs for following purposes:
 1. To request approval of submittals.
 2. To request approval of substitutions.
 3. To request changes which entail additional cost or credit.

4. To request changes which entail change of time of completion.
5. To request different methods of performing Work than those drawn and specified.

- H. In event Contractor believes that clarification by Architect results in additional cost or time, Contractor shall not proceed with Work indicated by RFI until Change Order or Instruction Bulletin or Construction Change Directive is prepared and approved. RFIs shall not automatically justify cost increase in Work or change in project schedule.
1. Answered RFIs shall not be construed as approval to perform extra Work.
 2. Unanswered RFIs will be returned with stamp or notation: Not Reviewed.

- I. Contractor shall prepare and maintain log of RFIs, and at any time requested by Architect, Contractor shall furnish copies of log showing outstanding RFIs. Contractor shall note unanswered RFIs in log.

- J. Contractor shall allow up to 14 days review and response time for RFIs, however, Architect will endeavor to respond in timely fashion to RFIs.

- K. RFI's related to commissioned systems shall be copied to the Commissioning Authority for information only.

1.04 ARCHITECT'S RESPONSE TO RFIs

- A. Architect will respond to RFIs on one of following forms:

1. Properly prepared RFIs:
 - a. Architect's Supplemental Instructions herein attached.
 - b. Request For Proposal
 - c. Instruction Bulletin
 - d. Construction Change Directive
 - e. Change Order
2. Improper or Frivolous RFIs:
 - a. Notification of Processing Fee(s).
 - b. Unanswered RFIs will be returned with stamp or notation: "Not Reviewed".
3. Answers to properly prepared RFIs may be made on Architect-approved RFI form.
4. Attach the original Contractor's RFI to all responses.

- B. Architect may opt to retain RFIs for discussion during regularly scheduled project meetings for inclusion of responses in meeting minutes in lieu of responding on written form.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

**ARCHITECT'S
SUPPLEMENTAL INSTRUCTIONS**
(Architect's Response to RFI)

RFI No. _____
Date on RFI: _____
Date actually
received by Architect: _____

Copies to _____

- Owner
- Contractor
- Inspector (Field)

PROJECT: _____

OWNER: _____ Date of Issuance
to the Contractor: _____

TO: _____ ARCHITECT:
(Contractor)

CONTRACT FOR: _____ ARCHITECT'S:
PROJECT NO. _____

Conduct the Work in accordance with the following Supplemental Instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates acknowledgement that there will be no change in the Contract Price, Contract Time, or both. If a change in either or both the Contract Sum or Contract Time is anticipated, submit a Change Order Proposal for the Work before proceeding with the change. Submit the CO proposal within 7 days from the date of this response.

Description: _____

Response: _____

Attachments and Clarification Drawings:

Project Architect

END OF SECTION

SECTION 01 30 00

ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Project Management and Coordination: Project Coordination, Mechanical and Electrical Coordination, Project Meetings.
- B. Construction Progress Documentation: Construction Progress Schedule, Two-week Look Ahead Schedule.
- C. Submittal Procedures: Shop Drawings, Product Data, Samples, Source Quality Control Reports, Deferred Approval Items, Finishes Materials Schedule.

1.02 PROJECT COORDINATION

- A. Coordinate scheduling, submittals, and Work of various Sections of Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate Work of various Sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- C. Coordinate space requirements and installation of mechanical and electrical Work that are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installation, for maintenance, and for repairs.
- D. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within construction. Coordinate locations of fixtures and outlets with finish elements.
- E. Coordinate completion and clean up of Work of separate sections in preparation for Certified Completion and for portions of Work designated for Owner's occupancy.
- F. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.03 MECHANICAL AND ELECTRICAL COORDINATION

- A. Carefully coordinate interface between Divisions 21, 22, 23, and Division 26, before submitting any equipment for review or commencing installation.
- B. Control Wiring:
 - 1. Consists of wiring in pilot circuits of contactors and starters, sensors, controllers, relays, and wiring for valve and damper operators.

- C. Connections:
 - 1. Provide connections to controls directly attached to ducts, piping and mechanical equipment with flexible connections.
- D. Starters:
 - 1. Provide magnetic starters or adjustable frequency drives for three phase motors and equipment complete with:
 - a. Control transformers.
 - b. 120 V holding coil.
 - c. Integral hand-off-auto switch.
 - d. Auxiliary contacts required for system operation plus one (1) spare.
- E. Control Voltage:
 - 1. Maximum allowable control voltage 120V. Fully protect control circuit conductors in accordance with California Electrical Code.

1.04 PRECONSTRUCTION MEETING

- A. Architect will schedule meeting after Notice of Award.
- B. Attendance Required: Architect, Prime Contractors, Major Subcontractors, Project Inspector and key Owner personnel.
- C. Agenda:
 - 1. Contract Agreement:
 - a. Transmit 5 signed originals of the Agreement to the Owner.
 - b. Transmit Attachment Certifications to the Owner.
 - c. Transmit Performance and Payment Bonds to the Owner.
 - d. Transmit Certificates of Insurance to the Owner.
 - e. Review General and Supplementary Conditions.
 - 2. Receive documentation from Contractor:
 - a. Construction Progress Schedule.
 - b. Schedule of Values.
 - c. List of Subcontractors with addresses and phone numbers.
 - d. List of Submittals and estimated date of submittal.
 - 3. Project Administration:
 - a. Application for Payment, Stop-Notice Release, Record Drawings.
 - b. Change Order Requests, Change Orders, Request For Proposals, Construction Change Directive/Instruction Bulletins.
 - c. Submittals
 - d. Substitution procedures.
 - e. Site Meetings.
 - f. Testing Laboratory.
 - g. Critical work sequencing and long-lead items.
 - h. Designation of key personnel and their duties.
 - i. Lines of communications.
 - j. Procedures for RFIs.
 - k. Procedures for testing and inspecting.
 - l. Distribution of the Contract Documents.
 - m. Preparation of record documents.

- n. Work restrictions.
 - o. Working hours.
 - p. Procedures for moisture and mold control.
 - q. Procedures for disruptions and shutdowns.
 - r. Construction waste management and recycling.
 - s. Parking availability.
 - t. Storage areas.
 - u. Equipment deliveries and priorities.
 - v. Security.
 - w. Progress cleaning.
4. Special Owner Conditions:
- a. Temporary Facilities.
 - b. Owner Occupancy.
 - c. Work by Owner.
 - d. Access to Site – Owner Contact.
5. Construction Process:
- a. Contractor shall discuss overview of construction.
 - b. Contractor shall identify items to be selected by Architect/Owner and date selections must be made.
 - c. Contractor shall review special requirements for equipment, safety, and noise.
6. Pre-Job Conference:
- a. Prevailing Wage Requirements.
 - b. Checklist and signatures.
- D. Architect will record minutes and distribute copies within seven days after meeting to participants and those affected by decisions made.
- 1.05 PROGRESS MEETINGS
- A. Owner's Representative will schedule and administer meetings throughout progress of Work as needed.
- B. Owner's Representative will make arrangement for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required: Project Coordinator, Prime Contractors, Major Subcontractors and Suppliers, Project Inspector, key Owner personnel and Architect as appropriate to agenda topics for each meeting.
- D. Agenda:
- 1. Review minutes of previous meetings.
 - 2. Review of Work progress.
 - 3. Field observations, problems, and decisions.
 - 4. Identification of problems that impede planned progress.
 - 5. Review of submittals schedule and status of submittals.
 - 6. Maintenance of Construction Progress Schedule.
 - 7. Corrective measures to regain projected schedules.

8. Maintenance of quality and work standards.
9. Effect of proposed changes on progress schedule and coordination.
10. Other business relating to Work.
11. Review of Mock-up Assembly.

- E. Architect will record minutes and distribute copies within seven days after meeting to participants, and those affected by decisions made.

1.06 PREINSTALLATION MEETING

- A. When required in individual Specification Sections, convene pre-installation meeting before starting Work of Section.
- B. Require attendance of parties directly affecting, or affected by, Work of specific Section.
- C. Notify Architect four days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
 1. Review conditions of installation, preparation and installation procedures.
 2. Review coordination with related Work.
- E. Contractor shall record minutes and distribute copies within three days after meeting to participants, Architect and those affected by decisions made.

1.07 SUBMITTAL PROCEDURES

- A. Transmit separate request for EACH Section submittal directly to Architect.
 1. Bind submittals sturdily, neatly label covers.
 2. Include HMC job number as it appears on Contract Documents.
 3. Include Authority Having Jurisdiction application or approval number.
- B. Sequentially number transmittal forms. Re-submittals shall have original number with alphabetic suffix.
- C. Identify Project, Contractor, Subcontractor or supplier; pertinent Drawing sheet and detail number(s), and Specification Section number, as appropriate.
 1. Provide name telephone number of individual who may be contacted for further information.
- D. Apply Contractor's dated stamp with Contractor's original signature or initials affixed thereto, certifying that review, verification of products required, field dimensions, adjacent construction Work, and coordination of information is according to requirements of Work and Contract Documents. Stamped signatures or initials are not acceptable.
- E. Schedule submittals to expedite Project. Coordinate submission of related items.
 1. Make submittals according to Construction Schedule and adequate enough in advance of scheduled dates of installation to provide required time for reviews for securing necessary approvals for possible revision and re-submittal and for placing orders and securing delivery.

2. Schedule submittals such that related materials and assemblies that support or are affected by the submitted materials are either submitted simultaneously or in order of installation sequence such that impacts and coordination can be evaluated as part of the review.
 3. Late submittals, not in accordance with the "Schedule for Submission of Shop Drawings, Product Data and Samples" and the Construction Schedule, will not be considered an acceptable reason for initiating a substitution requests caused by late ordering and procurement of materials.
- F. Identify variations from Contract Documents and Product or system limitations that is detrimental to performance of completed Work.
 - G. Substitutions: Submit only as approved per Section 01 60 00, state effect of approved substitution on construction schedule, and changes required in other work or products.
 - H. Owner-Directed Substitution Approval: Substitution submittals specifically directed by Owner to be approved by the Architect for this project shall pertain to a specific item only. The Architect's stamped approval of Owner-Directed Substitution does not constitute approval for any other item, other projects or parts of project. A Change Order shall be prepared to effect the Owner's authorization of Owner-Directed Substitution.
 - I. Provide space for Contractor and Architect review stamps.
 - J. Revise and resubmit submittals in their entirety, identify changes made since previous submittal.
 - K. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.
 - L. Determine and verify field dimensions and conditions, materials, catalog numbers and similar data.
 - M. Coordinate as required with all trades and all public agencies involved.
 - N. Unless otherwise specifically authorized by Architect, make submittals in groups containing associated items within the same Section. Architect may reject partial submittals as not complying with provisions of this Section.
 - O. Where individual Sections require structural calculations, prepare submittal under direction of qualified California Licensed Structural Engineer and shall bear the Engineer's stamp and signature.

1.08 CONSTRUCTION PROGRESS SCHEDULE

- A. Submit Preliminary Construction Progress Schedule in duplicate within 15 calendar days after Notice to Proceed for Architect's review.
 1. Schedule shall reflect amount of time stipulated in Agreement.
 2. If the Contractor proposes an earlier completion dated than stipulated in the Agreement, Change Order will be issued reflecting revised completion date at no change in Contract Sum.
- B. Revise and resubmit as required.

- C. Scheduling may utilize programs including: Microsoft Project Schedule, Primavera Project Planner (P3), Primavera SureTrak Project Manager®, Meridian Project Systems or similar programs addressing the requirements.
- D. Prepare final Construction Progress Schedule. Provide separate time for each activity and vertical line to identify first workday of each week. Use same breakdown of Work indicated in Schedule of Values. As Work progresses, mark to indicate actual completion.
 - 1. Submit within 15 calendar days after approval of initial progress schedule.
 - 2. Prepare schedule on reproducible media, of width sufficient to show data for entire construction period.
 - 3. Coordinate each element with other activities. Show each activity in proper sequence. Indicate sequences necessary for completion of related Work.
 - 4. Indicate fabrication, delivery and installation activities.
 - 5. Indicate Owner-Furnish, Owner-Installed or Owner-Furnish, Contractor-Installed items in Schedule.
 - 6. Schedule Distribution: Distribute copies to Owner, Architect, subcontractor and parties required to comply with dates.
 - 7. Updating: Revise schedule after each meeting or activity where revisions have been made.
 - 8. Indicate Completion Date and allow time for Architect's procedures necessary for certifying Completion.
- E. Indicate complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate early and late start, early and late finish, float dates and duration. Ownership of float time is shared commodity, not for exclusive use by either party. Use float time to make up Work behind schedule until float time is depleted. Submittals returned in less time than allowed by contract, shall be used to reduce Contractor time extension requests.
- F. Indicate Milestones and target date and their activities including completion dates.
- G. No Time extensions will be granted nor delay damages paid until a delay occurs that impacts the schedule consumes all available float or contingency time available, and extends the work beyond the contract completion date.
- H. Indicate estimated percentage of completion for each item of Work at each submission.
- I. Schedule for Submission of Shop Drawings, Product Data and Samples: Incorporate "Schedule for Submission of Shop Drawings, Product Data and Samples" in Construction Progress Schedule. This schedule shall include submittal dates required for shop drawings, product data, samples and product delivery dates, including Deferred Approval Items and including those items furnished by Owner. Provide time in schedule for Architect's review of submittals according to Contract Timetable. Allow 21 calendar days for submittals requiring consultant's review. Allow 30 calendar days for review submittals of Structural Steel, Section 05 12 00, Door Hardware, Section 08 71 00, Hollow Metal Frames - Welded Section 08 12 13 and Hollow Metal Doors, Section 08 13 13.
- J. Submit revised schedules with each Application for Payment identifying changes since previous version.

- K. As a minimum allow 15 calendar days in schedule for final inspections before final acceptance. Include time to correct punch list items prior to final acceptance.
- 1.09 SHOP DRAWINGS
 - A. Within 15 days from Notice to Proceed, submit to Architect for review and acceptance, "Schedule for Submission of Shop Drawings, Product Data and Samples" (Submission Schedule) listing required submittals and review dates. Schedule shall allow sufficient time for checking by Architect. Incorporate Submission Schedule in Construction Progress Schedule. Days: Calendar Days.
 - 1. Additionally, submit all Shop Drawings, Product Data and Samples according to the following guidelines. Guidelines are provided to allow Architect and Engineers adequate time for review and is not intended to dictate contractor's means and methods:
 - a. Contract of 60 to 90 days: Submit within 15 days from acceptance of Submission Schedule. Allow Architect 15 days to respond (defined as reviewed and returned). Re-submittals: allow contractor 7 days, allow Architect 10 days to respond.
 - b. Contract of 90 to 180 days: Submit within 30 days from Notice to Proceed. Allow Architect 15 days to respond. Re-submittals: allow Contractor 10 days, and Architect 15 days to respond.
 - c. Contract of 180 to 270 days: Submit within 45 days from Notice to Proceed. Allow Architect 21 days to respond. Re-submittals: allow Contractor 10 days, and Architect 15 days to respond.
 - d. Contract of 270 to 360 days: Submit within 60 days from Notice to Proceed. Allow Architect 21 days to respond. Re-submittals: allow Contractor 10 days, and Architect 15 days to respond.
 - e. Contract of 360 to 450 days: Submit within 60 days from Notice to Proceed. Allow Architect 21 days to respond. Re-submittals: allow Contractor 15 days and Architect 21 days to respond.
 - f. Contract of 450 days and longer: Contractor to schedule submittals. Allow Architect 30 days to respond. Re-submittals: allow Contractor 15 days and Architect 21 days to respond.
 - B. Submit newly prepared information, drawn to accurate scale. Highlight, encircle or otherwise indicate deviations from Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to Project will not be approved as shop drawings.
 - C. Shop drawings shall include fabrications and installation drawings, setting diagrams, schedules, patterns, templates and similar drawings. Include following information:
 - 1. Dimensions
 - 2. Identification of products and materials included.
 - 3. Compliance with specified standards.
 - 4. Notation of coordination requirements.
 - 5. Notation of dimensions established by field measurement.
 - D. Sheet Size: Except for templates, patterns and similar full-size drawings, submit shop drawings on sheets at least 8-1/2 inch x 11 inch, but not larger than 30 inch x 42 inch.

- E. Contractor shall review, stamp with his approval as herein required, and submit with reasonable promptness and in orderly sequence, according to Submittal Schedule, all shop drawings required by Contract Documents or subsequently by Architect as covered by modifications. Shop drawings shall be properly identified. At time of submission Contractor shall inform Architect in writing and with highlighted annotation on shop drawings of any deviation in shop drawings from requirements of Contract Documents.
- F. Stamp: Each page of shop drawings shall bear Contractor's stamp, which shall signify Contractor's representation that he has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated information contained in shop drawings. Each stamp shall be accompanied by wet signature or initial of employee of Contractor who may be contacted for information. Stamped signatures or initials are not acceptable.
- G. Method of Review: Make initial submittal of five (5) prints or bond copies and one (1) 20-lb xerographic bond (reproducible) of shop drawings. Comments or corrections will be noted on reproducible and returned to Contractor, who shall identify all changes made since previous submittal and resubmit in same manner. When reviewed, reproducible will be stamped and returned to Contractor who shall make distribution of copies as required.
- H. Processing Time
 - 1. Allow enough time for submittal review, including time for re-submittals, as follows:
 - a. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including re-submittals.
 - b. In accordance with the Schedule for Submission of Shop Drawings, Product Data and Samples. Review of each submittal for conformance with design concept of Project and with information given in Contract Documents. Architect's favorable review of a separate item shall not indicate acceptance of assembly in which that item functions. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 - c. Submittals requiring Consultants' Review: Where review of submittals by Architect's consultants is required, allow minimum 21 calendar days for review of each submittal. Allow minimum 30 calendar days for review submittals of Structural Steel, Section 05 12 00, Door Hardware, Section 08 71 00, Hollow Metal Frames - Welded Section 08 12 13 and Hollow Metal Doors, Section 08 13 13.
 - 2. Re-submittal Review: In accordance with the Schedule for Submission of Shop Drawings, Product Data and Samples for each re-submittal.
- I. Submittal of shop drawings to Architect, shall be made by Contractor with dated transmittal form or letter, and not by subcontractors or suppliers.

- J. Architect's review of shop drawings shall not relieve Contractor of responsibility for any deviation from requirements of Contract Documents unless Contractor has informed Architect in writing of such deviation at time of submission and Architect has given written acceptance to specific deviation, nor shall Architect's favorable review relieve Contractor from responsibility for errors or omissions in shop drawings.
- K. No portion of Work requiring shop drawings shall be commenced until shop drawings have been returned with favorable review by Architect.
- L. At Contractor's option, he may request and if Architect approves use Architect's computer-generated drawings in electronic format. Contractor's request must be in writing with list of drawings requested and CAD format required. Contractor assumes all liability for accuracy of shop drawings if he opts to use Architect's drawings. Software for CAD formats requested by Contractor not currently available to Architect will be provided by Contractor at his own expense. Complete Cad Drawing Request Form at the end of this Section for request.
 - 1. Engineers' Drawings, CAD engineers' drawings are available only at discretion of the Engineer.

1.10 PRODUCT DATA

- A. Submit within time required by Shop Drawings.
- B. Submit six (6) copies. Four (4) copies will be retained by Architect.
- C. Mark each copy to identify applicable products, models, options and other data. Supplement manufacturers' standard data to provide information unique to this Project.
- D. After review, distribute and provide copies for Record Documents.

1.11 SAMPLES

- A. Submit within time required by Shop Drawings.
- B. Submit samples to illustrate functional and aesthetic characteristics of product with integral parts and attachment devices. Coordinate sample submittals for interfacing Work.
- C. Submit samples of finishes from the full range of manufacturers' standard colors, textures and patterns for Architect selections, or in custom colors selected.
- D. Include identification on each sample with full Project information.
- E. Submit minimum of three (3) samples or as specified in individual Sections of Specifications, two (2) of which will be retained by Architect.
- F. Reviewed samples which may be used in the Work are indicated Sections of the Specifications, two (2) of which will be retained by the Architect.
- G. Selection or rejection of samples will be determined by Architect in writing.

- H. Colors: Materials that are visually related to other finishes require that subcontractors submit their samples before normally scheduled in order that color selection can be made for other items that are scheduled to be ordered earlier in construction schedule. Complete submittal of color charts and color samples shall be made before related colors will be selected Architect. Contractor shall be responsible to coordinate submittal schedules so as not to delay Work.

1.12 FINISHES MATERIALS SCHEDULE

- A. Submit in accordance with Submittal Procedures.
- B. Submit Schedule verifying lead times of materials and products as scheduled in Section 09 06 00, Schedules for Finishes.

1.13 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual Specification Sections, submit manufacturer's printed instruction for delivery, storage, assembly, installation, start-up, adjusting and finishing in quantities specified for product data.
- B. Identify conflicts between manufacturer's instructions and contract documents.

1.14 MANUFACTURER'S CERTIFICATIONS

- A. When specified in individual Specification Sections, submit manufacturers' certificate to Architect for review in quantities specified for product data.
- B. Indicate that material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect.

1.15 SPECIAL PROCEDURES – ACCELERATION OF THE WORK

- A. If, in judgment of Architect or Owner, it becomes necessary at any time to accelerate Work or portion thereof, Contractor, when ordered or directed by Architect or Owner, shall deploy workers in such portions of Project where directed to enable others to properly engage and carry on their work.
 - 1. If circumstances require that entire Work or portion thereof be completed at date earlier than Contract Completion Date as adjusted by change orders, Contractor, when ordered or directed by Owner or Architect, shall increase his forces, equipment, hours of work, and/or number of shifts and shall expedite delivery of materials to meet the altered completion date or dates ordered or directed. Any increase in cost to Contractor in compliance with such orders or directives will be adjusted in accordance with Contact Documents.

- B. If, in judgment of Architect or Owner, Work is behind schedule and rate of placement of work is inadequate to regain scheduled progress so as to ensure timely completion of Work or separable portion thereof, Contractor, when so informed by Architect or Owner, shall immediately take action to increase rate of Work placement.
1. This shall be accomplished by any one or combination of following or other suitable measures:
 - a. An increase in working forces,
 - b. An increase in equipment or tools,
 - c. An increase in hours of work or number of shifts,
 - d. Expediting delivery of materials.
 2. Contractor shall, within ten (10) calendar days after being so informed, notify Architect of specific measures taken and/or planned to increase rate of progress together with estimate of when scheduled progress will be regained. Should plan of action be deemed inadequate by Architect or Owner, Contractor will take additional steps or make adjustments as necessary to his plan of action until it meets with Architect's or Owner's approval.
 3. Acceleration of Work will continue until scheduled progress is regained. Scheduled progress shall be established from latest revised approved progress schedule for Project.
 4. Timely completion will be understood as Contract Completion Date as revised by all time extensions granted at time acceleration is undertaken.
 5. Contractor shall not be entitled to additional compensation for additional effort he applies to Work under terms of this sub-paragraph.
- C. Any directive or order to accelerate Work will be in writing. Any directive or order terminating accelerated Work will be in writing.

1.16 PRECEDENCE

- A. The Contract and each of the Contract Documents are complementary and they shall be interpreted so that what is called for in any one shall be as binding as if called for in all.
- B. If there is a conflict between different provisions within the same area of precedence, the provisions requiring the most expensive method of work, materials, or equipment or greater quantity shall control. Contractor shall secure written permission from, Architect before proceeding with work affected by omission or discrepancies in the Contract.
- C. Separate sections of this Specification are arranged only for convenience of Contractor, and nothing stated herein should be misconstrued as suggesting jurisdiction over items of work by any different building trades.

1.17 TWO-WEEK LOOK AHEAD SCHEDULE

- A. Submit a Two Week Look Ahead Schedule and shall contain the following:
 1. Prepare detailed two-week schedule projections for the Work to be performed during the following weeks beyond the week it is presented at the weekly construction meeting or at the request of the Architect during the construction period.

2. Be plotted in bar chart or time scale logic format and be of such size that all activity numbers and descriptions are clearly legible.
3. Be sorted by sub contractor responsibility, actual start, early start and total float.
4. Include activity ID, description and float for each activity.
5. Include all activities, completed, in progress and scheduled to start within the time frame of the date minus one week to the data date plus two weeks.
6. Schedule shall be updated and provided at each regular progress meeting for review and comparison to approved project schedule status.

PART 2 - PRODUCTS

2.01 MOTOR HORSEPOWER – MECHANICAL AND ELECTRICAL COORDINATION

- A. In general, motors larger than 1/2 Hp shall be three phase, motors 1/2 Hp or less shall be single phase.
- B. Voltage and phase of motors as scheduled on electrical drawings shall take precedence in case of conflict between mechanical and electrical drawings or requirements 2.01 A., above.
- C. Under Work of Divisions 21, 22, and 23 shall include coordination of mechanical equipment with requirements of Division 26 before ordering.
 1. If motors' horsepower are changed under Work of Divisions 21, 22, and 23 additional electrical cost of change shall be responsibility of Divisions 21, 22, and 23. Increase or decrease motor horsepower from that specified shall not be made without written approval from Architect.

2.02 PRODUCTS FOR PATCHING AND EXTENDING WORK

- A. Refer to Section 01 70 00 Execution Requirements.

PART 3 - EXECUTION

NOT USED.

CAD DRAWING REQUEST FORM

Date: _____ HMC Job Number: _____
Project: _____ Project Architect: _____

We _____
Contractor

Request the following listed CAD file Sheet Numbers for use in the execution of our Work under the Contract Documents of the subject project, and hereby assume all and sole responsibility of field verification and coordination with the Work of associated trades.

The Contractor further agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, employees and subconsultants (collectively, Architect) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the electronic files by the Contractor or any person or entity that acquires or obtains the electronic files from or through the Contractor without the written authorization of the Architect.

Sheet No.	Dated	Sheet Title
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Requested File Format
 DWG (Auto CAD, 2006, 2008)

Requested File Deliverable
 CD Rom
 E-MAIL (Zipped Files)

Contractor's E-mail address

Contractors are not required to pay for the first 5 drawings (maximum). Additional drawings available at a rate of \$50.00 per drawing.

Total payment enclosed \$ _____, (checks made payable to HMC Architects).

Signed: _____
Title: _____
Company: _____
Address: _____
Telephone: _____

Contact: *HMC Architects Inc.*
Project Manager

END OF FORM

SECTION 01 35 16

ALTERATION PROJECT PROCEDURES

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Products and installation for patching and extending Work.
- B. Transition and adjustments.
- C. Repair of damaged surfaces, finishes and cleaning.

PART 2 - PRODUCTS

2.01 PRODUCTS FOR PATCHING AND EXTENDING WORK

- A. New Materials: As specified in products Sections, match existing products and work for patching and extending Work. Maintain fire-rated construction.
- B. Type and Quality of Existing Products: Determine by inspection and testing of products where necessary, referring to existing Work as standard.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that demolition is complete and areas are ready for installation of new Work.
- B. Beginning of restoration Work means acceptance of existing conditions.

3.02 PREPARATION

- A. Cut, move or remove items as necessary for access to alterations and renovation Work. Replace and restore at completion.
- B. Remove unsuitable material not marked for salvage, such as rotted wood, corroded metals and deteriorated masonry and concrete. Replace materials as specified for finished Work.
- C. Remove debris and abandoned items from work area and from concealed spaces.
- D. Prepare surface and remove surface finishes to provide for proper installation of new Work and finishes.
- E. Close openings in exterior surfaces to protect existing Work and salvage items from weather and extremes of temperature and humidity. Insulate ductwork and piping to prevent condensation in exposed areas.

3.03 INSTALLATION

- A. Coordinate Work of alterations and renovations to expedite completion sequentially and to accommodate Owner occupancy.
- B. Remove, cut and patch Work in manner to minimize damage and to provide means of restoring products and finishes to original or specified condition.
- C. Refinish visible existing surfaces to remain in renovated rooms and spaces, to specified conditions for each material with neat transition to adjacent finishes.
- D. Restore existing systems including fire alarm systems to their full operating condition(s) at no additional cost that were damaged and/or removed during the scope of this contractor's work. Advise Architect of any deficiencies and/or pre-existing deficient conditions prior to starting work.
- E. Install products as specified in individual Sections and Drawings.

3.04 TRANSITIONS

- A. Where new Work abuts or aligns with existing, perform smooth and even transition. Patch Work to match existing adjacent Work in texture and appearance.
- B. When finished surfaces are cut so that smooth transition with new Work is not possible, terminate existing surface along straight line at natural line of division and make recommendation to Architect.

3.05 ADJUSTMENTS

- A. Where change of plane of 1/4 inch or more occurs, request instructions from Architect.
- B. Trim existing doors as necessary to clear new floor finish. Refinish trim as required.
- C. Work at penetrations in fire-rated assemblies to maintain required fire rating assembly.

3.06 REPAIR OF DAMAGED SURFACES

- A. Patch or replace portions of existing surfaces that are damaged, lifted, discolored or showing other imperfections. Maintain fire-rated construction.
- B. Repair substrate prior to patching finish.

3.07 FINISHES

- A. Finish surfaces to match existing.
- B. Finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, refinish entire surface to nearest Intersections.

3.08 CLEANING

- A. Conform to Division 01, General Requirements and Section 01 70 00, Execution Requirements.

END OF SECTION

SECTION 01 40 00

QUALITY REQUIREMENTS

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes

1. Administrative and procedural requirements for quality assurance and quality control.

1.02 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.
- C. Mock-ups: Full-size physical assemblies that are constructed on-site. Mock-ups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mock-ups are not Samples. Unless otherwise indicated, approved mock-ups establish the standard by which the Work will be judged.
 1. Provide mock-ups as required by individual Sections of the Specifications.
- D. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five (5) previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.03 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.

- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.04 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- F. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

1.05 QUALITY CONTROL

- A. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing.
- B. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

3.01 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching.
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Subcontractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Temporary Utilities: Electricity, lighting, heat, ventilation, telephone service, water and sanitary facilities.
- B. Temporary Controls: Barriers, enclosures, fencing, protection of Work and security.
- C. Construction Facilities: Access, parking, progress cleaning, project sign, Architect's banner, and field office trailer.
- D. Special Controls: Waste disposal facilities, Water Control, Dust Control, Erosion and Sediment Control, Noise Control, Pollution Control.
- E. Comply with Title 24, Part 9, California Fire Code, Chapter 14, Fire Safety During Construction / Demolition during all Phases of project.

1.02 SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

1.03 TEMPORARY ELECTRICITY

- A. Provide temporary electrical service suitable to conduct construction operations.
- B. Contractor shall pay cost of energy used. Exercise measures to conserve energy.
- C. Provide power outlets for construction operations with branch wiring and distribution boxes located where needed. Provide flexible power cords as required.
- D. Provide feeder switch at source distribution equipment.
- E. Permanent existing convenience receptacles may be utilized during construction.

1.04 TEMPORARY LIGHTING

- A. Provide and maintain adequate lighting for construction operations.
- B. Maintain lighting and provide routine repairs.
- C. Permanent building lighting may be utilized during construction.

1.05 TEMPORARY HEAT

- A. Provide heating devices and heat as required to maintain specified conditions for construction operations.

- B. Contractor shall pay cost of energy used. Exercise measures to conserve energy.

1.06 TEMPORARY VENTILATION

- A. Ventilate enclosed areas to assist cure of materials to dissipate humidity and noxious fumes and to prevent accumulation of dust, fumes, vapors or gases.

1.07 TELEPHONE SERVICE

- A. Provide, maintain and pay for two separate telephone service lines and telephone service to field office and County field office at time of project mobilization. Project Inspector's telephone shall be equipped with exterior, clearly audible bell.
- B. Provide "Fax" facility at worksite.
- C. Provide answering machine.
- D. Provide, maintain, and pay for copy machine with 11 by 17 inch capability.

1.08 TEMPORARY WATER SERVICE

- A. Provide for suitable quality water service.
- B. Contractor shall pay cost of water used. Exercise measures to conserve water.
- C. Extend branch piping with outlets located so water is available by hose with threaded connections.

1.09 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Existing facilities shall not be used.

1.10 TEMPORARY FIRE PROTECTION

- A. Provide fire protection during construction according to CFC Chapter 14, including but not limited to fire extinguisher requirements and exit access requirements.
- B. Conform to Title 24, Part 9, California Fire Code, Chapter 14, Fire Safety During Construction/Demolition.

1.11 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades required by governing authority for public rights-of-way and for public access to existing facilities.
- C. Protect non-owned vehicular traffic, stored materials, site and structures from damage.

- D. Provide steel trench plates, orange mesh fencing, construction site marker and other protective means to keep site and users, safe, protected, and separated from ongoing construction operations. Provide temporary access at all paths of travel. Yellow warning tape is not acceptable means of separation and protection. At all open trenching operations, enclose entire trenching operation area including stockpiled backfill within orange mesh construction fencing. Provide steel trench plate "bridges" at all walkways.

1.12 FENCING FOR CONSTRUCTION OPERATIONS

- A. Construction: Commercial grade chain link fence, removable panels, 1-3/4 inch mesh, 11 gauge, top and bottom knuckled selvage (closed end).
 - 1. Provide screen full height of fence, 1-3/4 inch mesh, 11 gauge, woven open mesh 100% polypropylene with 78 percent wind break, reinforced tape at grommets at 18 inches centers at perimeter, attach screen to chain link fence with 11 gauge hog rings by Roxford Fordell, Los Angeles, CA.
- B. Provide 6 foot high fence around construction site; equip with vehicular and pedestrian gates with locks.
- C. Submit detailed fencing and construction traffic plan for review and approval by Architect.
- D. At completion of project repair concrete or A.C. substrate.

1.13 STAGING AREAS

- A. Coordinate with Owner for location, extent and type of construction staging area.

1.14 EXTERIOR ENCLOSURES

- A. Provide temporary weather-tight closure of exterior openings to accommodate acceptable working conditions and protection for products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual Specification Sections, and to prevent entry of unauthorized persons. Provide access doors with hardware and locks.

1.15 PROTECTION OF INSTALLED WORK

- A. Protect installed Work and provide special protection where specified in individual Specification Sections.
- B. Provide temporary and removable protection for installed products. Control activity in immediate work area to minimize damage.
- C. Provide protective coverings at walls, projections, jambs, sills and openings. Provide protective and removal coverings for metal finishes intended to be exposed.
- D. Protect finished floors and other surfaces from traffic, dirt, wear, damage or movement of heavy objects by protecting with durable sheet materials.
- E. Prohibit traffic or storage upon waterproofed or roofed surfaces.

- F. Prohibit traffic from landscaped areas.

1.16 SECURITY

- A. Provide security and facilities to protect Work, existing facilities and Owner's operations from unauthorized entry, vandalism or theft.
- B. Coordinate with Owner's security program.
- C. Within 48 hour period, replace or repair, to Architect's satisfaction, all surfaces or items damaged by graffiti during course of construction.
- D. Where security or fire detection systems are disabled for any reason, including where Owner has given approval for such system shutdown, provide fire watch or security guard service as directed by Owner at no additional cost to Owner.

1.17 ACCESS

- A. Provide and maintain access to fire hydrants, free of obstructions. Where required by local fire authority, provide and maintain a 26 foot wide fire apparatus access road.
- B. Provide means of removing mud from vehicle wheels before entering streets.
- C. Designated existing on-site roads may be used for construction traffic.
- D. Where construction traffic occurs when students **[public]** and staff are on campus **[site]**, provide "spotter" responsible for leading construction traffic through site areas.
- E. Route construction equipment, trucks, and similar vehicles via existing public streets to and from site as approved by governing authorities.

1.18 PARKING

- A. Arrange for temporary parking areas to accommodate construction personnel.
- B. When site space is not adequate, provide additional off-site parking.

1.19 PROGRESS CLEANING

- A. Refer to Section 01 70 00 Execution Requirements and the requirements of this Section.
- B. Maintain areas free of waste materials, debris and rubbish. Maintain site in a clean and orderly condition.
- C. Remove debris and rubbish from closed or remote spaces, prior to enclosing space.
- D. Broom and vacuum clean interior areas prior to start of surface finishing and continue cleaning to eliminate dust. Clean substrate; remove dirt, oil, grease, construction markings, and foreign matter that could adversely affect surface finish appearance or performance.
- E. Remove waste materials, debris and rubbish from site weekly and dispose off-site.

- F. Maintain public streets free of mud, dust and debris and as required by jurisdictional authority.

1.21 PROJECT SIGNAGE AND BANNERS

- A. Provide project sign, as designed by Architect. Fabricate using exterior-grade plywood and wood frame construction, acrylic painted with exhibit lettering by professional sign painter.
 - 1. List title of Project, names of Owner, Architect and Contractor.
 - 2. Erect on site at locations established by mutual agreement of Owner, Architect and Contractor.
- B. Banners: Contractor shall install and display Architect-provided banners as follows:
 - 1. Fence Banner: Size 4 by 16 feet, install at commencement of the project, minimum 1 banner. Display banner in prominent location acceptable to Architect; for example adjoining main gate to construction staging area; or along section of construction fence that is visible from high traffic route adjoining the Site.
 - 2. Building Banner: Size 6 by 20 feet, install at time when other banner(s) are displayed, minimum 1 banner. Display banner on uppermost story of building structure at similar locations as other banner(s).
 - 3. Provide adequate restraints to prevent displacement in windstorm.
 - 4. Banners will be provided by the Architect, manufactured as follows:
 - a. Material: Flame retardant, heavy duty durable vinyl material, super smooth, minimum 16 oz.
 - b. Hemmed all-around, with 1/2" diameter brass grommets at corners and maximum 18-inches on-center along top and bottom hems, and maximum 24-inches on-center in side hems.
 - c. Cut with accurate angles and straight edges.
 - d. Edges of the vinyl fabric: double stitched on four sides without causing fabric separation or otherwise damaging the work.
 - e. Printed image artwork: screen printing or digital printing.
 - f. Ink used in the printing process: integral UV coating.
 - g. Banners will have venting wind-holes not interfering with image. Minimum of 4 wind-holes per banners.
 - 5. At project completion or as directed by Architect, wrap banners neatly in protective covering and deliver to the Architect's representative.
- C. Except for signs required by law, no other signs will be permitted without express written permission from Owner. Signs required by law may not obscure any of the banners.

1.22 FIELD OFFICE TRAILER(S)

- A. Field Office Trailer: Provide field office trailer, weather-tight with lighting, electrical outlets, communications capabilities, heating, cooling and ventilating equipment and equipped to adequately conduct meetings for construction operations, minimum size; 480 sq. ft. Provide sanitary facilities.

1. In SAME Field Office trailer provide separate private office similarly equipped and furnished with desk, 2 drawer file cabinet, a table and two chairs for use by Inspector, Owner and Architect including plan rack suitable for 30 by 42 inch drawings, minimum size 120 square feet. Inspector's office must be lockable and have direct access to outside, provide private telephone line and access to Internet to inspector's office.
- B. Cost of use permits, occupancy permits and related fees, if any required by Governing Authorities for temporary construction facilities, shall be paid by Contractor.
- C. Provide 4 by 8 feet conference table, 6 conference chairs and 3 by 6 feet white markerboard at conference room.
- D. Install no closer than 45 feet from project buildings in accordance with NFPA 241.
- E. Maintain facility until Substantial Completion of entire project. Remove within 1 week of Substantial Completion.
- F. Provide property insurance and protection.

1.23 REMOVAL OF UTILITIES, FACILITIES AND CONTROLS

- A. Remove temporary above grade or buried utilities, equipment, facilities, materials prior to Certified Completion inspection.
- B. Remove temporary underground or overhead installations.
- C. Clean and repair damage caused by installation or use of temporary Work.
- D. Restore permanent facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

1.24 RELOCATION OF UTILITIES

- A. Contractor shall not have responsibility of timely removal, relocation or protection of public utility facilities that are not identified by Owner in Drawings and Specifications, in accordance with California Government Code 4215. Owner shall compensate Contractor for costs of locating and repairing damage not due to failure of Contractor to exercise reasonable care in removing and relocating such public utility facilities. If Contractor, while performing Contract, discovers public utility facilities not identified by Owner in Contract Drawings or Specifications, he shall immediately notify Owner and utility in writing. Contractor shall not be assessed liquidated damages for delay when delay was caused by failure of Owner to provide for relocation for utility facilities.

1.25 WATER CONTROL

- A. Do not permit surface, rainwater or subsurface water or other liquids to accumulate in or about premises and vicinity thereof. Should such conditions be encountered or develop, control water or other liquid shall be suitably disposed of by means of temporary pumps, piping, drainage lines, troughs, ditches, dams or other methods as reviewed by Architect and approved by authority having jurisdiction.
- B. Dewatering Facilities and drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations and construction free of water.
- C. Dispose of rainwater in lawful manner that will not result in flooding Project or adjoining properties nor endanger permanent Work or temporary facilities.

1.26 NOISE CONTROL

- A. Avoid excessive noise where adjacent Owner's functions may be detrimentally affected.
- B. Noise Control Plan: Submit Noise Control Plan after the Contract is awarded, prior to the commencement of the work, Contractor shall meet with the Owner to discuss the proposed Noise Control Plan and to develop mutual understanding relative to details of the Plan.
 - 1. The Noise Control Plan shall comply with the constraints set forth by the Owner, and be in compliance with the noise control laws of the County of Riverside.
 - 2. Submit a description of the instruments to be used in monitoring noise.
 - 3. Show the areas and boundaries where noisy work will occur.
 - 4. Approval of the Contractor's Noise Control Plan will not relieve the Contractor of responsibility for proper and continuing control of noise throughout the project site.

1.27 POLLUTION CONTROL

- A. Provide methods, means and facilities to prevent contamination of soil, water and atmosphere from discharge of noxious, toxic substances and pollutants produced by construction operations.
- B. Burning of refuse, debris or other materials will not be permitted on Site.
- C. Comply with regulatory requirements and anti-pollution ordinances during course of construction and disposal operations.

1.28 WASTE DISPOSAL FACILITIES

- A. Comply with requirements of authorities having jurisdiction. Remove loose refuse and dispose off site legally.
- B. Provide waste-collection containers in sizes adequate to handle waste from construction operations.

- C. Provide and maintain trash bins on the Project site. Trash bins shall be serviced on an as needed basis.
- D. Free Fall Maximum: 8 ft. Provide enclosed waste CHUTES for higher fall.
 - 1. Provide disposals sufficiently sized to prevent debris from scattering around areas.
 - 2. Use support systems, intake hoppers, protective liners and durable non-breakable chutes. Max-Access Inc., Houston, TX, Chutes International, White Plains, MD or equal.
 - 3. When using demolition chutes, chute opening must be sealed when not in use. Chute and dumpster shall be sprayed with water to maintain dust control.
 - 4. Do not use Owner's disposal system.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Materials for temporary work may be new or used.
 - 1. Use materials that are adequate in capacity for the required use and loads.
 - 2. Do not use materials that would create unsafe conditions.
 - 3. Do not violate requirements of authorities having jurisdiction.
- B. Electrical Materials
 - 1. Power Receptacles: 15 ampere, 120 volt, duplex grounding type with ground fault circuit interrupters. Furnish in suitable boxes with hinged cover plates.
 - 2. Light Fixtures and Lamps: Medium-base, rubber pigtail, type lamp sockets or porcelain lampholders furnish with boxes, and lamps.
 - 3. Conductors: insulated copper or aluminum, with phase conductor insulation rated for the circuit voltage, and insulation or jacketing suitable for the conditions, and branch circuit conductors - No. 12 AWG minimum size, except No. 10 AWG where length of branch circuit exceeds 100 feet.
- C. Mechanical Materials
 - 1. Portable Equipment may be new or used, temporary units that will not damage construction materials or processes, that will not create unhealthy conditions for workers, and that can be operated with approval from the authorities having jurisdiction.
 - 2. Fixed Equipment may be new or used, temporary or permanent, devices including any heat generating or cooling equipment that can be operated in a safe manner and with approval from the authorities having jurisdiction.
 - 3. Fuel. Use only devices that burn either natural gas or fuel oil.
 - a. Store fuel oil in portable tanks with a 60 gallon maximum capacity, located on the same level as the devices, and equipped with fills and vents outside the enclosed space.
 - b. Locate the tanks a minimum of 10 feet from heating devices. Label tanks with proper type of fuel.

PART 3 - EXECUTION

3.01 REMOVAL

- A. Remove all temporary control measures in accordance with regulatory requirements at completion of construction.

END OF SECTION

SECTION 01 60 00

PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Products
- B. Transportation and handling.
- C. Storage and protection.
- D. Product options.
- E. Substitutions
- F. Owner-Furnished Products.

1.02 PRODUCTS

- A. Product: means new material, machinery, components, equipment, fixtures and systems forming Work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of Work. Products may also include existing materials or components required for reuse.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by Contract Documents.
- C. Provide interchangeable components from the same manufacturer.

1.03 TRANSPORTATION AND HANDLING

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to assure that products comply with requirements, quantities are correct and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement or damage.

1.04 STORAGE AND PROTECTION

- A. Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate controlled enclosures.
- B. For exterior storage of fabricated products, place on sloped supports, above ground and protect as necessary to prevent deterioration or damage to the product.

- C. When approved by the Owner, provide off-site storage and protection in a bonded warehouse approved by Owner when site does not permit on-site storage or protection at no cost to Owner.
- D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
- E. Store loose granular materials on solid flat surfaces in well-drained area. Prevent mixing with foreign matter.
- F. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement or damage.
- G. Arrange storage of products to permit access for inspection. Periodically inspect to ensure products are undamaged and are maintained under specified conditions.

1.05 PRODUCT OPTIONS

- A. Where products are specified by reference standards or by description only, provide products meeting those standards or that description, made by a manufacturer acceptable to Architect.
- B. Where products are specified by naming one or more manufacturers, provide products of one of the named manufacturers that meets or exceeds specifications.
- C. Where any specific article, device, equipment, product, material, fixture, patented process, form, method, or type of construction is indicated or specified by name, make, trade name, or catalog number, whether with or without the phrase "or equal," such specification shall be deemed to establish the minimum qualities of function, dimension, appearance, and performance (collectively the standard of quality) for that material, process, or article. Such specification shall be deemed to be followed by the phrase "or equal."
- D. If a named product, or named manufacturer's equivalent product does not fully meet the specification, that manufacturer shall provide a custom or modified product to meet the specification.
- E. Where expressly noted "no substitutions" in individual Sections, no product options are permitted.
- F. When the phrase "or equal" is used or implied, it shall mean "an equivalent product, approved by the Architect in accordance with the requirements of this Section."
- G. Products, proposed as substitutions, shall conform to requirements listed in the respective Section of this Manual and have at least 10 successful installations in commercial projects similar in scale and complexity to those required for this Project that have been in service for minimum of 5 years and remain in satisfactory condition.

1.06 SUBSTITUTIONS

- A. Manufacturers and products listed in Specifications form basis for design and quality intended. Bidders may propose substitutions of equal design and quality and must be accompanied by completed Request Form included at end of this Section, other forms not permitted. Submit separate form for each proposed substitution.
1. Substitution requests, if any, shall be submitted to Architect 10 calendar days prior to Bid Opening Date. Architect will issue Addenda if accepted.
 2. Substitutions require approval by the Owner prior to fabrication and installation.
- B. Substitutions must clearly be in Owner's best interest because of quality, cost, performance, conformity to code requirements or availability. Architect will make decision as to acceptance of proposed substitution.
1. Submittal of proposed substitutions shall be made only by Prime Bidder. Architect will not review direct submittal by manufacturers, suppliers or subcontractors.
 2. Burden of proof as to equality of any material, process or article shall rest with Contractor. Provision authorizing submissions of "or equal" justification data shall not in any way authorize an extension of time for performance of this Contract.
 3. Substitutions shall, without exception, be manufactured of same basic materials and comply with or exceed all Specification requirements of dimension, function, structure and appearance, without deviation. Provide itemized comparison of quality and performance.
 4. Use of approved substitutions shall in no way relieve Contractor from responsibility for compliance with Contract Documents after installation. Contractor shall assume all extra costs caused by use of approved substitute materials.
 5. Statement indicating why specified material or product cannot be provided.
 6. Coordination information, including list of changes or modifications needed to other parts of Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
 7. Detailed side by side comparison of significant qualities of proposed substitution with those of the Work specified. Mark clearly affected specification Section for any differences from item specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect and specific features and requirements indicated.
 8. Product Data Samples, including drawings and descriptions of products and fabrication and installation procedures.
 9. List of similar installations for completed projects with project names and addresses and names and addresses of Architects and Owners.
 10. Material test reports from qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 11. Cost information, including a proposal of change, if any, in the Contract Sum.
 12. Substitutions for specified product, brand or manufacture that have been submitted and disapproved by Architect shall not be resubmitted in any modified form.

13. In case materials are substituted and installed without proper authorization, Contractor shall remove such materials and install those specified at his own expense.
 14. Contractor shall determine effect approved substitutions will have on other portions of Work and so inform his subcontractors and employees of these effects.
 15. Acceptance of proposed substitution shall be determined solely by specifying Architect. The final decision shall be the Architect's in accordance with the General Conditions.
- C. Substitutions may be considered when product becomes unavailable through no fault of Contractor. Provide letter from manufacturer, on manufacturer's letterhead, stating lack of availability.
- D. Unacceptable Substitutions: substitution requests initiated by late submittals that have caused materials to become unavailable due to delay in ordering and procurement will not be acceptable reason for substitutions.
- E. Provide same warranty for substitution as for specified product.
- F. Contractor shall pay costs for time required by Architect for review and for any redesign services associated with substitutions and for costs of re-approval by Regulatory Agencies.
- G. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request.
- H. Each subcontractor is responsible for providing products and construction methods compatible with products and construction methods of other subcontractors. If dispute arises between subcontractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.
- I. Substitution Submittal Procedure: In accordance with Division 01, General Requirements for Administrative Requirements and this Section.
- 1.07 OWNER-FURNISHED, OWNER-INSTALLED WORK (OFOI)
- A. Indicate in construction progress schedule owner-furnish owner-installed items and schedule time for installation. Provide notification to Owner not less than 30 days prior to scheduled installation for coordination.
 - B. Items indicated on Drawings as OFOI will be furnished by Owner and installed by Owner. Work indicated as OFOI will be performed under separate contract employees by Owner at its discretion. Where work of this Contract adjoins or conflicts with OFOI, work, Contractor shall cooperate with Owner and its employees in manner that will provide for reasonable and accurate completion of this Contract and work under separate contact.

- C. Coordinate with OFOI work affecting this contract. Including verification and interfacing of this contract with OFOI work.
- 1.08 OWNER-FURNISHED, CONTRACTOR-INSTALLED WORK (OFCI)
- A. Indicate in construction progress schedule owner-furnish contractor-installed items and schedule time for its installation.
 - B. Contractor shall verify exact sizes and services required for each item of equipment indicated on Drawings or in project manual as OFCI and shall obtain from Owner rough-in drawings, diagrams, setting templates and other necessary information to ensure proper mating of assemblies.
 - C. Contractor shall receive at project site each item of equipment from Owner and from that time on shall assume full responsibility for items and equipment until one year from date of Certified Completion.
 - D. Contractor shall give Owner 15 days prior notice of requirements for delivery to site of all OFCI equipment.
 - E. Contractor shall be responsible for receiving OFCI items and equipment and shall uncrate, inspect and notify Owner in writing within 7 days of receiving said items or equipment of acceptance or rejection of items or equipment. Owner, after receiving notice, will take appropriate action to have items or equipment made acceptable for Contractor's use. Rejected items shall be carefully stored and protected from damage by Contractor until Owner takes appropriate action.
 - F. Contractor shall be responsible for final placing, installation, connection, start-up, checking, testing and demonstrated satisfactory operation. Owner will provide names of manufacturer's representatives, who shall assist the Contractor in checking, testing and demonstrating equipment.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

SUBSTITUTION REQUEST FORM

Project: _____ Substitution Request Number: _____

To: HMC Architects, Inc. From: _____

Re: _____ Date: _____

Architect's Project Number: _____ Contract For: _____

Specification Title: _____ Description: _____

Section: _____ Page: _____ Article/Paragraph: _____

Proposed Substitution: _____

Manufacturer: _____ Address: _____

Trade Name: _____

Attached data shall include: product description, specifications, drawings, photographs, and performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified.

Attached data also includes a description of changes to the Contract Documents that the proposed substitutions will require for its proper installation, at no cost to the Owner.

The Undersigned Certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing and construction costs caused by the substitutions.
- Reason(s) why substitution is being submitted.
 - Specified product or material is not available. Explain in detail as attachment.
 - Cost savings to Owner. Indicate comparative cost analysis as attachment.
 - Other. Explain:

Submitted by _____

Signed by: _____

Firm: _____

Address: _____

Telephone: _____

A/E's REVIEW AND ACTION

- Substitution Approved
- Substitution Rejected as marked below:
 - Insufficient information submitted
 - Submitted late.
 - Information not clearly marked.
 - Full line product information (Binder not provided).
 - Does not meet performance / design requirements of Paragraph _____
 - Comparisons not properly identified on product data sheets.

Signed by: _____ Date: _____

Substantiating Data Required:

- Drawings
- Product Data
- Samples
- Tests if required in individual sections
- Reports if required in individual sections
- Other: _____

SECTION 01 70 00

EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Requirements and limitations for cutting and patching of Work.
- B. Cleaning throughout construction period.
- C. Project Record Documents.
- D. Closeout procedures.
- E. Adjusting
- F. Operation and maintenance data.
- G. Warranty and Guarantee.
- H. Spare parts and maintenance materials.
- I. Instruction to Owner's personnel.

1.02 LAYOUT MARKINGS

- A. Layout markings shall not be made with xylene-based inks, paint, or dyes, or with other solvent-based products that may bleed through finishes.

1.03 EXISTING CONDITIONS

- A. Before beginning Work, investigate and verify existence and location of mechanical, drainage, and electrical systems and other construction affecting Work, including underground utilities.
 - 1. Before construction, survey and record points of connection of utility services.
 - 2. Locate invert elevation at points of connection to existing sanitary- and storm-sewers, water-service piping, and underground electrical services.
 - 3. Employ a utility service locator company to locate underground utilities.
 - 4. Verify Owner's Record Drawings.
 - 5. Furnish survey of existing utilities.

1.04 CUTTING AND PATCHING

- A. Where Work requires that particular existing building element such as partition, wall, paving, window, or similar element of existing building construction be removed, it is the intention of this Specification that such Work be part of the Demolition Section and not part of Cutting and Patching.

- B. New Work required to replace such removals is considered as part of separate sections of Specifications covering similar new construction.
- C. Where incidental cutting and patching is required for installation of a specific item or piece of equipment (including piping, ductwork, conduit, etc.), such cutting and patching is considered to be specified as part of that Section.
- D. Contractor shall verify and check areas to be cut and patched and shall coordinate Work of various trades involved.
- E. Where doubt exists as to size, location, or method of cutting concrete or any other structural element, including metal stud framing, Contractor shall contact Architect before proceeding.
- F. Where doubt exists, Contractor shall distinguish between "cutting" and "demolition".
- G. Unless specifically indicated otherwise, existing Work cut, altered, or revised to accommodate new Work shall be patched to duplicate undisturbed adjacent finishes, colors, textures, and profiles. New Work in existing portions shall also be finished to match adjacent existing Work unless noted otherwise.
- H. Submit written request in advance of cutting or alteration which affects any of the following.
 - 1. Structural integrity of any element of Project
 - 2. Integrity of weather-exposed or moisture-resistant element
 - 3. Efficiency, maintenance or safety of any operational element
 - 4. Visual qualities of sight exposed elements
 - 5. Work of Owner or separate Contractor
- I. Include in request:
 - 1. Identification of Project.
 - 2. Location and description of affected Work.
 - 3. Necessity for cutting or alteration.
 - 4. Description of proposed Work and products to be used.
 - 5. Alternatives to cutting and patching.
 - 6. Effect on Work of Owner or separate Contractor.
 - 7. Written permission of affected separate Contractor.
 - 8. Date and time Work will be executed.

1.05 QUALITY ASSURANCE – CLEANING

- A. Inspection: Conduct daily inspection, and more often if necessary, to verify that requirements of cleanliness are being met.
- B. Codes and Standards: In addition to requirements specified herein, comply with pertinent requirements of authorities having jurisdiction.
- C. For final cleaning, use only professional cleaning company experienced in commercial cleaning.

1.06 PAYMENT WITHHELD – CLEANING

- A. Architect reserves right to withhold certification of payment requests for failure on part of Contractor to regularly clean Project in conformance with Requirements of this Section.

1.07 CLOSEOUT PROCEDURES

A. Substantial Completion:

- 1. Contractor shall prepare list of items (Punchlist) to be completed or corrected. List may be developed by areas when approved by Architect.
- 2. Within reasonable time after receipt of list, Architect will inspect to determine status of completion.
- 3. Should Architect determine that Work is not complete:
 - a. Architect will promptly notify Contractor in writing, giving reasons for his determination.
 - b. Contractor shall remedy deficiencies and notify Architect when Work is ready for re-inspection.
 - c. Architect will re-inspect Work.
- 4. When Architect concurs that Work is substantially complete and ready for occupancy.
 - a. Architect will prepare a Certificate of Substantial Completion accompanied by Contractor's list (Punchlist) of items to be completed or corrected as verified by Architect.
 - b. The Certificate of Substantial Completion will be submitted to the Owner and to Contractor for their written acceptance of responsibilities assigned to them in such notice.
 - c. Contractor shall provide consent by insurer for Partial or Beneficial Occupancy.

B. Final Completion:

- 1. Prepare and submit notice that Work is ready for final inspection and acceptance.
- 2. Verify Work is complete.
- 3. Clarify that:
 - a. Work has been inspected by all governing agencies and is in compliance with Contract Documents.
 - b. Work has been completed in accordance with Contract Documents.
 - c. Equipment and systems have been tested as required and are operational.
 - d. Work is completed and ready for final inspection.
- 4. Architect will make an inspection to verify status of completion.
- 5. Should Architect determine Work is incomplete or defective:
 - a. Architect will promptly notify Contractor in writing, listing incomplete or defective Work.
 - b. Contractor shall remedy deficiencies promptly and notify Architect when ready for re-inspection.
- 6. When Architect determines Work is acceptable under the Contract Documents, he will request Contractor to make closeout submittals.

- C. Closeout Submittals include, but are not necessarily limited to:
 - 1. Project Record Documents.
 - 2. Operation and maintenance data for items so listed in pertinent Sections of these Specifications and for other items when so approved by Architect.
 - 3. Warranties and Guarantees.
 - 4. Keys and keying schedule.
 - 5. Spare parts, materials, extra stock to be turned over to Owner.
 - 6. Evidence of payment and release of Stop Notices when requested by Owner.
 - 7. List of subcontractors, service organizations and principal vendors, including names, addresses and telephone numbers, where they may be contacted for emergency service at all times, including nights, weekends and holidays.
 - 8. Notification of insurer for completion of Project.

- D. Final Payment:
 - 1. Submit Final Payment Request, showing all adjustments to Contract Sum.
 - 2. Retention will be released no sooner than 35 days after Certificate of Substantial Completion has been recorded with County Recorders Office.

1.08 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

1.09 PROJECT RECORD DOCUMENTS

- A. Record Documents: As-Built Drawings, Project Manual with Specifications including but not limited to the documents required herein.
- B. Owner will provide one set of drawings and one copy of Project Manual for use during construction to record changes made during construction.
- C. Record Documents: As-Built drawings and Project Manual, record in concise manner using industry-standard drafting techniques on drawings, on weekly basis all actual revisions to Work.
 - 1. Changes made on Drawings, including Clarification Drawings.
 - 2. Changes made to Specifications.
 - 3. Changes made by Addenda.
 - 4. Changes made by Construction Change Directives/Instruction Bulletins, Architect's Supplemental Instructions, minor changes.
 - 5. Change Orders or other authorized Modifications to Contract.
 - 6. Revisions made to shop drawings, product data and samples.
- D. Store Record Documents separate from documents used for construction. Replace soiled or illegible documents.
- E. Record information concurrent with construction progress.
- F. Specifications: Legibly mark and record at each product Section description of actual products installed, including following:

1. Manufacturer's name, trade name, product model and number and supplier.
 2. Authorized product substitutions or alternates utilized.
 3. Changes made by Addenda and Modifications.
- G. Record Documents and Shop Drawings: Legibly mark each item to record actual construction including:
1. Measured depths of foundations in relation to finish first floor datum.
 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements. Identify drains and sewers by invert elevation.
 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of Work. Identify ducts, dampers, valves, access doors and control equipment wiring.
 4. Field changes of dimension and detail.
 5. Details not on original drawings.
- H. Obtain Architect's signed certification that Record Documents have been fully updated prior to submitting monthly payment requests. Compliance is mandatory before payment will be made.
- I. Submit Record Documents certified by Inspector to Architect with claim for final Application for Payment. Fully completed Record Documents are a prerequisite to final payment.

1.10 OPERATION AND MAINTENANCE DATA

- A. Submit six (6) sets prior to final inspection, bound in 8-1/2 by 11 inch text pages, in binders with durable covers. Include operation and maintenance data for all items for which submittals are requested in individual Sections of Specifications.

1.11 WARRANTY AND GUARANTEE

- A. Contractor, manufacturer's warranties and guarantees notwithstanding, warrants entire Work against defects in materials and workmanship for twelve (12) months from date of Certified Substantial Completion. Warranties and guarantees between Contractor and manufacturers and Contractor and suppliers shall not affect warranties or guarantees between Contractor and Owner. Refer to General and Supplementary Conditions for additional requirements.
- B. Execute and assemble documents from subcontractors, suppliers and manufacturers.
- C. Submit prior to final Application for Payment.
- D. For items of Work delayed beyond date of Notice of Completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of Guarantee Period.

1.12 WARRANTIES – FORM OF SUBMITTALS

- A. Bind in commercial quality, 8-1/2 by 11 inch, three-ring side binders with hardback, cleanable, plastic covers.
- B. Label cover of each binder with typed or printed title WARRANTIES AND BONDS, with title of Project; name, address and telephone number of Contractor and equipment supplier; and name of responsible principal.
- C. Table of Contents: Neatly typed, in sequence of Table of Contents of Project Manual, with each item identified with number and title of Specification Section in which specified, and name of product or Work item.
- D. Separate each warranty or bond with index tab sheets keyed to Table of Contents listing. Provide full information, using separate typed sheets as necessary. List subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

1.13 WARRANTIES – PREPARATION OF SUBMITTALS

- A. Obtain warranties and bonds, executed in duplicate by responsible subcontractors, suppliers, and manufacturers, within ten days after completion of applicable item or Work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until date of Substantial Completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.

1.14 WARRANTIES – TIME OF SUBMITTALS

- A. For equipment or component parts of equipment put into service during construction with Owner's permission submit documents within ten days after acceptance.
- B. Make other submittals within ten days after date of Substantial Completion, prior to final Application for Payment.
- C. For items of Work when acceptance is delayed beyond date of Notice of Completion, submit within ten days after acceptance, listing date of acceptance as beginning of warranty period.

1.15 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual Specification Sections.
- B. Deliver to project site location as directed by Owner.

1.16 INSTRUCTIONS TO OWNER'S PERSONNEL

- A. Instruct Owner's personnel in proper operation and maintenance of all systems, equipment and similar items which were provided as part of Work. Provide maintenance and inspection schedules that conform to manufacturer's recommendations.
- B. Contractor shall provide schedule to Owner for approval for each of instruction periods required.
 - 1. Organize instruction sessions into group sizes and schedule elapsed time for instruction in manner to provide complete coverage of subject matter. Video tape each session and provide Owner with two (2) copies.
- C. Instruction sessions will be held in Owner designated area on project site and at Owner's convenience.
- D. Prepare and submit to Architect a sign-in sheet with subject, date and time, signed by all participants for each session.
- E. Instructors shall be qualified by product manufacturer in subject matter presented at each session.

PART 2 - PRODUCTS

2.01 MATERIALS – CUTTING AND PATCHING

- A. Primary Products: Those required for original installation.

2.02 PRODUCTS FOR PATCHING AND EXTENDING WORK

- A. New Materials: As specified in product sections; match existing products and Work for patching and extending Work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing Work as standard.

2.03 CLEANING MATERIALS AND EQUIPMENT

- A. Provide required personnel, equipment and materials needed to maintain specified standard of cleanliness.

2.04 COMPATIBILITY

- A. Use cleaning materials and equipment that are compatible with surfaces being cleaned, as recommended by manufacturer of material to be cleaned.

PART 3 - EXECUTION

3.01 EXAMINATION – CUTTING AND PATCHING

- A. Inspect existing conditions prior to commencing Work, including elements subject to damage or movement during cutting and patching. Confirm status and current warranties and guarantees.
- B. After uncovering existing Work, inspect conditions affecting performance of Work.
 - 1. Prior to cutting, boring or drilling through new or existing structural members or elements including reinforcing bars not specifically detailed, Contractor shall prepare detailed drawings for review and approval by Architect, Structural Engineer of Record and County Inspector. Approval by County is required prior to commencement of Work. Agency approvals will be obtained by Architect not Contractor.
- C. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION – CUTTING AND PATCHING

- A. Provide temporary support to ensure structural integrity of Work. Provide devices and methods to protect other portions of Project from damage.
- B. Provide protection from elements for areas that may be exposed by uncovering Work.
- C. Maintain excavations free of water.

3.03 CUTTING AND PATCHING

- A. Execute cutting, fitting, and patching to complete Work.
- B. Fit products together, to integrate with other Work.
- C. Uncover Work to install ill-timed Work.
- D. Remove and replace defective non-conforming Work.
- E. Provide openings in Work for penetration of mechanical and electrical Work.

3.04 PERFORMANCE – CUTTING AND PATCHING

- A. Execute Work by methods to avoid damage to other Work and which will provide appropriate surfaces to receive patching and finish.
- B. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval. Torches or other flame cutting equipment shall not be used to cut metal studs without prior approval of the Architect.
- C. Restore Work with new products in accordance with requirements of Contract Documents.

- D. Fit Work air tight to pipes, sleeves, ducts, conduits and other penetrations through surfaces.
- E. At penetrations of fire-rated walls, partitions, ceiling or floor construction, completely seal voids with UL-approved fire-rated devices or material in accordance with Section 07 84 00, to full thickness of penetrated element.
- F. Refinish surfaces to match adjacent finish. For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
- G. Extend patching to point where patching is not evident unless directed otherwise by Architect.

3.05 SLEEVES AND HANGERS

- A. Provide conduit, outlets, piping sleeves, boxes, inserts or other materials or equipment necessary to be built into Work. Promptly furnish same and set such sleeves or other materials as construction program required.
- B. In event delays occur in delivery of sleeves or other materials, arrange to have boxes or other forms set at locations where piping or other material is to pass through or into slabs or other Work.
- C. Upon subsequent installation of sleeves or other material, install fill materials as required. Necessary expenditures incurred for boxing out or filling shall be without extra cost to Owner.

3.06 PROGRESS CLEANING

A. General:

- 1. Retain stored items in orderly arrangement allowing maximum access, not impeding drainage or traffic, and providing required protection of materials.
- 2. Do not allow accumulation of scrap, debris, waste material, and other items not required for construction of this Work.
- 3. At least twice each month, and more often if necessary, remove scrap, debris, and waste material from jobsite.
- 4. Provide adequate storage for items waiting removal from jobsite, observing requirements for fire protection and protection of ecology.

B. Site:

- 1. Daily, and more often if necessary, inspect site and pick up all scrap, debris, and waste material. Remove items to place designated for their storage. Combustible waste shall be removed from site. Flammable waste shall be kept in sealed metal containers until removed from site.
- 2. Weekly, and more often if necessary, inspect, arrangements of materials stored on site, re-stack, tidy, or otherwise service arrangements to meet requirements specified above.
- 3. Maintain site in neat and orderly condition.

C. Structures:

1. Weekly, and more often if necessary, inspect structures and pick up scrap, debris, and waste material. Remove items to place designated for their storage.
2. Weekly, and more often if necessary, sweep interior spaces clean.
 - a. "Clean", for purpose of this subparagraph, shall be interpreted as meaning free from dust and other material capable of being removed by use of reasonable effort and handheld broom, i.e., "broom-clean".
3. As required preparatory to installation of succeeding materials, clean structures of pertinent portions thereof to degree of cleanliness recommended by manufacturer of succeeding material, using equipment and materials required to achieve required cleanliness.
4. Clean substrate; remove dirt, oil, grease, construction markings, and foreign matter that could adversely affect surface finish appearance or performance.
5. Following installation of finish floor materials, clean finish floor daily, and more often if necessary, and while Work is being performed in space in which finish materials have been installed.
 - a. "Clean", for purpose of this subparagraph, shall be interpreted as meaning free from foreign materials which, in opinion of Architect, may be injurious to finish floor material, i.e., "vacuum clean".

3.07 FINAL CLEANING

- A. Definition: Except as otherwise specifically provided, "clean", for purpose of Article, shall be interpreted as meaning level of cleanliness generally provided by skilled cleaners using commercial quality building maintenance equipment and materials, i.e., "scrub and polish clean".
- B. General: Complete following cleaning operations before requesting inspection for certification of Substantial Completion.
 1. Prior to completion of Work, remove from jobsite all tools, surplus materials, equipment, scrap, debris, and waste, conduct final progress cleaning as described above.
 2. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - a. Unless otherwise specifically directed by Architect, water and broom clean paved areas on site and public paved areas directly adjacent to site. Remove resultant debris.
 3. Rake grounds that are neither planted nor paved to smooth, even-textured surface.
 4. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.

C. Structures:

1. Exterior: In areas affected by Work under this Contract, visually inspect exterior surfaces and remove traces of soils, waste material, smudges and other foreign matter. Remove traces of splashed material from adjacent surfaces. If necessary to achieve uniform degree of exterior cleanliness, hose down exterior of structure. In event of stubborn stains not removable with water, Architect may require light sandblasting or other cleaning at no additional cost to Owner.
2. Interior: In areas affected by Work under this Contract, visually inspect interior surfaces and remove traces of soil waste material, smudges, and other foreign matter. Remove traces of splashed materials from adjacent surfaces. Remove paint drippings, spots, stains, and dirt from finished surfaces. Use only cleaning materials and equipment instructed by manufacturer of surface material.
3. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
4. Polished Surfaces: On surfaces requiring routine application of buffed polish, apply polish recommended by manufacturer of material being polished. Glossy surfaces shall be cleaned and shined as intended by manufacturer.
5. Carpet: Use only dry-chemical method of cleaning. Steam cleaning or water based cleaning shall not be used on carpet. Use only dry-chemical materials and methods fully approved by carpet manufacturer, as instructed in manufacturer's published literature.
6. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - a. Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.

D. Mechanical and Electrical Systems

1. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
2. Replace parts subject to unusual operating conditions.
3. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
4. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
5. Clean ducts, blowers, and coils if units were operated without filters during construction.
6. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

- E. Timing: Schedule final cleaning acceptable to the Architect to enable Owner to accept completely clean project.

3.08 CLEANING DURING OWNER'S OCCUPANCY

- A. Should Owner occupy Work or any portion thereof prior to its completion by Contractor and acceptance by Owner, responsibilities for interim and final cleaning of occupied spaces shall be determined by Architect in accordance with General Conditions of the Contract.

END OF SECTION