

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

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

18.1.5. General Conditions/Requirements, in direct labor, supervision, estimating, mark-up, bonds, etc. shall not be allowed on changes being funded by a contractor allowance.

18.1.6. Where a change results in both adds and credits, and the change is not being funded by an allowance, mark-up and bonds shall be applied to the net difference of the adds and credits, not prior.

18.2. Architect Authority

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

18.3. Change Orders

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

18.3.1.1. A description of a change in the Work;

18.3.1.2. The amount of the adjustment in the Contract Price, if any; and

18.3.1.3. The extent of the adjustment in the Contract Time, if any.

18.4. Construction Change Directives

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

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

18.5. Force Account Directives

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

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

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

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

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

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

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

18.6. Price Request

18.6.1. Definition of Price Request

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

18.6.2. Scope of Price Request

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

18.7. Proposed Change Order

18.7.1. Definition of Proposed Change Order

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

18.7.2. Changes in Contract Price

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

18.7.3. Changes in Time

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

18.7.4. Unknown and/or Unforeseen Conditions

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

18.8. Format for Proposed Change Order

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

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

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

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

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

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

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

18.9. Change Order Certification

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

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

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

18.10. Determination of Change Order Cost

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

18.10.1.1. County acceptance of a PCO;

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

18.10.1.3. By agreement between County and Contractor.

18.11. Deductive Change Orders

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

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

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

18.13. Discounts, Rebates, and Refunds

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

18.14. Accounting Records

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

18.15. Notice Required

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

18.16. Applicability to Subcontractors

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

18.17. Alteration to Change Order Language

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

18.18. Failure of Contractor to Execute Change Order

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

19. REQUEST FOR INFORMATION

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

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

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

20. PAYMENTS

20.1. Contract Price

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

20.2. Applications for Progress Payments

20.2.1. Procedure for Applications for Progress Payments

20.2.1.1. Application for Progress Payment

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

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

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

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

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

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

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

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

20.2.1.1.1.8. A total of the retentions held;

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

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

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

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

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

20.2.1.1.1.14. A certification by the Contractor of the following:

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

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

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

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

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

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

20.2.2. Prerequisites for Progress Payments

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

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

20.2.2.1.27. Ladder Inspection

20.2.2.1.28. Trench/Excavation and Shoring

20.2.2.1.29. Scaffold Erection and Inspection

20.2.2.1.30. Fall Protection

20.2.2.1.31. Steel Erection

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

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

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

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

20.3. Progress Payments

20.3.1. County's Approval of Application for Payment

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

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

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

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

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

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

20.3.1.2.2. Results of subsequent tests and inspections,

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

20.3.1.2.4. Specific qualifications expressed by the Architect.

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

20.3.2. Payments to Contractor

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

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

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

20.3.3. No Waiver

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

20.4. Decisions to Withhold Payment

20.4.1. Reasons to Withhold Payment

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

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

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

20.4.1.3. Liquidated damages assessed against the Contractor;

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

20.4.2. Reallocation of Withheld Amounts

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

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

20.4.3. Payment After Cure

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

20.5. Subcontractor Payments

20.5.1. Payments to Subcontractors

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

20.5.2. No Obligation of County for Subcontractor Payment

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

20.5.3. Joint Checks

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

21. COMPLETION OF THE WORK

21.1. Completion

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

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

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

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

21.2. Close-Out Procedures

21.2.1. Punch List

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

21.2.2. Close-Out Requirements

21.2.2.1. Utility Connections

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

21.2.2.2. Record Drawings

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

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

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

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

21.3. Final Inspection

21.3.1. Contractor shall comply with Punch List procedures as provided herein, and maintain the presence of a Project Superintendent and Project Manager until the Punch List is complete to ensure proper and timely completion of the Punch List. Under no circumstances shall Contractor demobilize its forces prior to completion of the Punch List. Upon receipt of Contractor's written notice that all of the Punch List items have been fully completed and the Work is ready for final inspection and acceptance, Architect and Project Inspector will inspect the Work and shall submit to Contractor and County a final inspection report noting the Work, if any, required in order to complete in accordance with the Contract Documents. Absent unusual circumstances, this report shall consist of the Punch List items not yet satisfactorily completed.

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

21.3.3. Final Inspection Requirements

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

21.3.3.1.1. The Work has been completed.

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

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

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

21.3.3.1.5. Painting and special finishes complete.

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

21.3.3.1.7. Tops and bottoms of doors sealed.

21.3.3.1.8. Floors waxed and polished as specified.

21.3.3.1.9. Broken glass replaced and glass cleaned.

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

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

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

21.3.3.1.13. Final cleanup, as provided herein.

21.4. Costs of Multiple Inspections

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

21.5. Partial Occupancy or Use Prior to Completion

21.5.1. County's Rights to Occupancy

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

21.5.2. Inspection Prior to Occupancy or Use

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

21.5.3. No Waiver

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

22. FINAL PAYMENT AND RETENTION

22.1. Final Payment

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

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

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

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

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

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

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

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

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

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

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

22.3. Retention

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

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

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

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

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

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

23. UNCOVERING OF WORK

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

24. NONCONFORMING WORK AND CORRECTION OF WORK

24.1. Nonconforming Work

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

24.1.2. If Contractor does not remove Work that County has identified as failing to conform to the Contract Documents within a reasonable time, not to exceed **FORTY-EIGHT (48)** hours, County may remove it and may store any material at Contractor's expense. If Contractor does not pay expense(s) of that removal within ten (10) days' time thereafter, County may, upon ten (10) days' written notice, sell any material at auction or at private sale and shall deduct all costs and expenses incurred by the County and/or County may withhold those amounts from payment(s) to Contractor.

24.2. Correction of Work

24.2.1. Correction of Rejected Work

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

24.2.2. One-Year Warranty Corrections

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

24.3. County's Right to Perform Work

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

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

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

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

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

25. TERMINATION AND SUSPENSION

25.1. County's Right to Terminate Contractor for Cause

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

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

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

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

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

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

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

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

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

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

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

25.1.2. Notification of Termination

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

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

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

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

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

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

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

25.1.3. Effect of Termination

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

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

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

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

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

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

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

25.1.4. Emergency Termination of Public Contracts Act of 1949

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

25.1.4.1.1. Section 4410 of the Government Code states:

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

25.1.4.1.2. Section 4411 of the Government Code states:

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

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

25.2. Termination of Contractor for Convenience

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

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

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

25.3. Suspension of Work

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

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

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

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

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

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

26. CLAIMS AND DISPUTES

26.1. Performance During Dispute or Claim Process

Contractor shall continue to perform its Work under the Contract and shall not cause a delay of the Work during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement by the County. It is the intent of this Section that differences between the parties arising under and by virtue of this Contract be brought to the attention of the County Project Manager and/or Construction Manager at the earliest possible time in order that such matters be promptly settled if possible, or other appropriate action or investigation may be promptly undertaken.

26.2. Definition of Dispute

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

26.2.1.1. A time extension; including without limitation, for relief from damages or penalties for delay assessed by the County under the contract.

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

26.2.1.3. An amount of payment disputed by the County.

26.3. Dispute Presentation

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

26.3.2. The Notice of Dispute shall identify:

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

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

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

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

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

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

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

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

26.4. Dispute Resolution

26.4.1. Contractor shall file with the County the Notice of Dispute, including the documents necessary to substantiate it, within ten (10) days of the event giving rise to the dispute or before the day of submitting the application for final payment (whichever occurs first).

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

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

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

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

26.5. Definition of Claim

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

26.6. Claim Presentations

26.6.1. Contractor must timely submit the Notice of Claim and all reasonable documentation necessary to substantiate any Claim, which shall be sent by registered mail or certified mail return receipt requested. Otherwise, Contractor shall have waived and relinquished its Claim against the County and Contractor's Claims for compensation or an extension of time shall be forfeited and invalidated, and Contractor shall not be entitled to consideration for payment or time on account of the instant matter. Any statute that might otherwise govern the presentation of an unresolved Dispute, including but not limited to Government Code section 900 et seq. and Public Contract Code section 20104 et seq. shall be tolled during the course of construction on the Project. Timely shall be within ten (10) days of the event giving rise to the claim or before the day of submitting the application for final payment (whichever occurs first).

26.6.1.1. All Claims shall include the following certification by the Contractor:

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

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

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

26.6.3. Not Applicable.

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

26.7. Claim Resolution

26.7.1. In the event of a disagreement between the parties after the conclusion of the Dispute Resolution requirements pursuant to 26.3 herein, the parties shall follow the Claims Procedures set forth herein.

26.7.2. Claims Procedure

26.7.2.1. Upon receipt of a Claim and the supporting documentation, the County shall conduct a reasonable review of the Claim and within forty-five (45) days, or an extended period as may be set by mutual agreement of the County and Contractor, provide the Contractor with a written statement identifying what portion of the Claim is still disputed and what portion is undisputed.

26.7.2.2. Notwithstanding the time period set forth in .1 above, if the County needs approval from the Board of Supervisors to provide the Contractor with a written statement identifying the disputed portion and the undisputed portion of the Claim, and the Board of Supervisors does not meet within the forty-five (45) days or within the mutually agreed to extension of time following receipt of the Claim, the County shall have up to three (3) days following the next duly publicly noticed meeting of the Board of Supervisors after the forty-five (45) day period, or extension, expires to provide Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim.

26.7.2.3. Any payment due on the undisputed portion of the Claim under this section shall be processed and made within sixty (60) days after the County issues its written statement. If the County fails to issue a written statement, the Claim shall be deemed rejected in its entirety. A Claim that is denied by reason of the County's failure to have responded to the Claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the Contractor.

26.7.2.4. If the Contractor disputes the County's written response, or if the County fails to respond within the time prescribed, the Contractor may demand in writing, sent by registered mail or certified mail return receipt requested, an informal meet and confer conference for settlement of the portion of the Claim in dispute. Upon receipt of the demand, the County shall schedule a meet and confer conference within thirty (30) days.

26.7.2.5. Within ten (10) business days following the conclusion of the meet and confer conference, if the Claim or any portion thereof remains in dispute, the County shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion shall be processed and made within sixty (60) days after the County issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the County and Contractor sharing the associated costs equally. The County and Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

26.7.2.6. For purposes of this section, mediation includes any nonbinding process, including but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute with resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

26.7.2.7. If mediation is unsuccessful to resolve all issues, the parts of the claim remaining in dispute shall be subject to applicable procedures outside of this section and the requirements of Public Contract Code section 9204.

26.7.2.8. Following the mediation, if the claim or any portion of it remains in dispute, the Contractor may file a claim as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

26.7.2.9. If a subcontractor or a lower tier subcontractor has a Claim, the contractor may present to the County a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the Claim be presented to the County shall furnish reasonable documentation as set forth in 26.3.2 to support the Claim. Within forty-five (45) days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the Contractor presented the Claim to the County, and if the Contractor did not present the Claim, provide the subcontractor with a statement of the reasons for not having done so.

26.8. Dispute and Claim Resolution Non-Applicability

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

26.8.1.1. Personal injury, wrongful death or property damage claims;

26.8.1.2. Latent defect or breach of warranty or guarantee to repair;

26.8.1.3. Stop payment notices;

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

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

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

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

27.1. Monitoring and Enforcement by Labor Commissioner

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

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

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

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

27.2. Wage Rates, Travel, and Subsistence

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

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

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

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

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

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

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

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

27.3. Hours of Work

27.3.1. As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code, eight (8) hours of labor shall constitute a legal days work. The time of service of any worker employed at any time by Contractor or by any Subcontractor on any subcontract under this Contract upon the Work or upon any part of the Work contemplated by this Contract shall be limited and restricted by Contractor to eight (8) hours per day, and forty (40) hours during any one week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, Work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

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

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

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

27.4. Payroll Records

27.4.1. Contractor shall prepare and provide to the County and shall cause each Subcontractor performing any portion of the Work under this Contract to prepare and provide to the County an accurate and complete certified payroll record ("CPR"), showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each Subcontractor in connection with the Work. All CPRs as specified in Labor

Code section 1776 of the Contractor and all subcontractors of any tier shall be certified and furnished directly to the Labor Commissioner in accordance with Labor Code section 1771.4(a)(3) on a monthly basis (or more frequently if required by the County or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. CPRs as specified in Labor Code section 1776 shall be certified and submitted to the County with each application for payment.

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

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

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

27.4.2.3. CPRs shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through the County, Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested CPRs have not been provided pursuant to the provisions herein, the requesting party shall, prior to being provided the records reimburse the costs of preparation by Contractor, Subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of Contractor.

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

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

Date: _____ Signature: _____

(Section 16401 of the California Code of Regulations)

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

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

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

27.5. [RESERVED]

27.6. Apprentices

27.6.1. Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code section 1777.5, then this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of Contractor to ensure compliance with this Article and with Labor Code section 1777.5 for all apprenticeship occupations.

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

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

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

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

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

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

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

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

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

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

27.7. Non-Discrimination

27.7.1. Contractor herein agrees not to discriminate in its recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, national origin, ancestry, sex, age, or physical handicap in the performance of this Contract and to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246, and all administrative rules and regulations found to be applicable to Contractor and Subcontractor.

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

27.8. Labor First Aid

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

28. [RESERVED]

29. MISCELLANEOUS

29.1. Assignment of Antitrust Actions

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

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

29.1.2. Section 4552 of the Government Code states:

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

29.1.3. Section 4553 of the Government Code states:

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

29.1.4. Section 4554 of the Government Code states:

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

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

29.2. Excise Taxes

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

29.3. Taxes

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

29.4. Shipments

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

29.5. Compliance with Government Reporting Requirements

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

END OF DOCUMENT

SUPPLEMENTAL CONDITIONS

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

1. Article 1 – Contract Terms and Definitions

- a. Article 1.1.12 – Construction Change Directive
 - i. The word "Construction Change Directive" shall be synonymous with the words, "Bulletin", "Instruction Bulletin", "Field Directive, etc. Such words shall be the formal document issued by the Architect / County / Construction Manager, giving the Contractor authorization to proceed with changes in the scope of work post bid / contract award.
- b. Article 1.1.18 – Contractor
 - i. The word "Contractor" shall also be synonymous with the words, "Prime Contractor" "Trade Contractor", "Category Contractor", "Bid Contractor", Bid Category Contractor" or any variation of the same. These terms are used interchangeably in the course of the contract documents."

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

- a. Article 2.1 - Submittals defined
 - i. All submittals unless noted otherwise in Division 01, shall be submitted for architect review no later than ten (10) days from the date of the Notice to Proceed.

3. Article 4 – Architect

- a. Article 4.4
 - i. All communication to be submitted to the Program and/or the Construction Manager.

4. Article 11 – Contractor's Submittals and Schedules

- a. Article 11.1.1.2 – Preliminary Schedule of Values

The schedule of values shall follow the following format:

 - i. A single line item for each of the following:
 - o Bond Premium (not to exceed the bond premium amount)
 - o General Conditions (not to exceed 8% of the subtotal of subcontractors)
 - o Alternates (each as it applies)
 - o Mobilization (not to exceed 2% of contract total)
 - o Submittals (all submittals on one line item, not to exceed 2% of contract total)
 - o Allowance
 - o SWPPP
 - o Punch-list (Including all subcontractors, 5% of the contract's total)
 - o Closeout (Including all subcontractors, 5% of the contract's total)

- Site: (if applicable)
 - Specification Section
 - Material (including subcontractor name)
 - Rough
 - Finish
 - Testing
 - Labor (including subcontractor name)
 - Rough
 - Finish
 - Testing
- Building and By Floor
 - Specification Section
 - Material (including subcontractor name)
 - Rough
 - Finish
 - Testing
 - Labor (including subcontractor name)
 - Rough
 - Finish
 - Testing

5. Article 14 – Insurance and Bonds

- a. Article 14.1.6.3
Add "Program Manager(s)" to the endorsement.

6. Article 16 – Time

- a. Article 16.2 – Computation of Time / Adverse Weather
 - i. 20 calendar days are expected during the period of January through December. The Contractor's Construction Schedules prepared shall incorporate the number of expected Rain Days set forth above and there shall be no adjustments to the Contract Time on account of unusually severe weather conditions resulting from rainfall until the actual number of Rain Days exceed those set forth above.
- b. Add Article 16.2.5 – Project Recognized Holidays
 - i. The project recognizes / observes the following seven (7) holidays **ONLY**: New Years' Day, Memorial Day, July 4th, Veterans Day, Labor Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas. ALL other days in the calendar year is considered a work day. Any day that the Contractor recognizes as a holiday, Contractor will be expected to be on-site with the correct crew size. Contractor shall include in base bid the appropriate wage rate for holiday pay.
- c. Article 16.4.1 – Time of the Essence
 - i. Refer to 01 32 16 – Construction Progress Documentation for contract time.

7. Article 17 – Extension of Time – Liquidated Damages

- a. 17.1 – Liquidated Damages
 - i. Refer to 01 32 16 – Construction Progress Documentation for further information related to Contract Time and Liquidated Damages.
- b. 17.2.1.
 - i. Change five (5) calendar days to three (3) calendar days. Written notification to be on Company letterhead stationery.

8. Article 18 – Changes in the Scope of Work

a. Article 18.5 – Force Accounts Directives

- i. 18.5.6 Add the following to this article clarifying the start & stop, as well as daily approval. Adjustment to the Contract Price can be directed by the County on a time and material (T&M) basis. Contractor shall keep and maintain cost-accounting records satisfactory to the County, which shall be available to the County on the same terms as any other books and records the Contractor is required to maintain under the Contract Documents. Contractor or Contractor's Subcontractor MUST notify the Construction Manager and the Inspector or Record (IOR) prior to each day of time and material commencement and again at the completion of the day. All T&M tickets must be presented to the Construction Manager and/or the IOR daily for signature for verification of work performed and time. Construction Manager and/or the IOR MUST verify all time and material work and will not sign the time and material ticket if the Contractor or their Subcontractor has not properly notified the Construction Manager and/or IOR, as stated above.

9. Article 20 – Payments

a. Article 20.2 – Application for Progress Payment

i. Article 20.2.1.1.1

Single Prime Contract: Draft invoice to be reviewed between Contractor and Program/Construction Manager by the 25th of each month.

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

ii. Article 20.2.1.1.1

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

b. Article 20.2.2.1 – First Payment Request

- i. The following items, if applicable, must be completed before the first payment request will be accepted for processing:
 - Installation of field office (if applicable);
 - Approved schedule of values
 - Copies of necessary permits;
 - Executed Contract with County
 - Bond and insurance endorsements received and accepted by County;
 - Copies of authorizations and licenses from governing authorities;

- Resumes of Contractor's key personnel as determined by the Contract Documents and approved by County;
 - List of all subcontractors, with names, license numbers, telephone numbers, and scope of work
 - Approved competent person
 - Preliminary CPM schedule
 - List of all Job Hazard Analysis (Section 01 44 40)
 - Site Safety Plan (Section 01 44 40)
 - Construction Waste Management (Section 01 74 19)
 - IIPP / Safety Program on file with the Construction Manager;
 - Receipt of submittals (Section 01 33 00)
 - Register with the Department of Industrial Relations (DIR)
- c. Article 20.2.2.2 – Second Payment Request
- i. The second payment request will not be processed until the following is received
 - Receipt of completed trade related submittals as noted in section 01 33 00
 - Approved CPM schedule
- d. Article 20.3 - Progress Payment
- i. In addition to the requirements to review, the following shall too be considered
 - Current daily work reports
 - Current safety meeting minutes
 - Current as-builts
 - Current insurance certificates
 - Current certified payroll
 - Current SWPPP log / maintenance
 - Currently releases
 - Safety Orientation (as necessary)
 - Waste & recycling forms
 - Conditional and unconditional waivers & release are required for prime contractor only
- e. Add Article 20.6 – Payment for Stored Materials
- i. **Materials or Equipment Delivered and Stored at the Site:**
Payment of stored amount shall not exceed the actual invoice amount nor the schedule of value line item amount.
 - ii. **Materials or Equipment Not Delivered or Stored at the Site:**
Contractor may include in its Request for Payment the value of any purchased material being stored off -site. Provide the following is met:
 - Approval of the County to be given at the County's sole discretion,
 - Written request to be received a minimum of two weeks prior to the draft billing approval cycle. There must be reasonable time for County representative to schedule time to travel to and inspect to confirm. Travel not to exceed 50 miles from project site.
 - Title to such materials shall be vested in the County as evidenced by documentation satisfactory in form and substance to the County, including, without limitation, recorded financing statements, UCC filings and UCC searches;

- Contractor shall submit to the County a written list identifying each location where materials are stored off-site (which must be a bonded warehouse) and the value of the materials at each location. The Contractor shall procure insurance satisfactory to the County (in its reasonable discretion) for materials stored off-site in an amount not less than the total value thereof,
- The consent of any Surety shall be obtained to the extent required prior to payment for any materials stored off-site,
- Representatives of the County shall have the right to make inspections of the storage areas at any time; and
- Such materials shall be (1) protected from diversion, destruction, theft and damage to the reasonable satisfaction of the County; (2) specifically marked for use on the Project; and (3) segregated from other materials at the storage facility.

END OF DOCUMENT

SECTION 01 10 00
SUMMARY OF WORK

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

- A. Approximately 3,800 square foot craftsman style new building. Construction consists of, but not limited to, demo, earthwork, site utilities, septic system, site concrete, paving, fences and gates, cast-in-place concrete, reinforcing steel, masonry, stone veneer, structural steel/misc metal, rough carpentry, trusses, casework, finish carpentry, exterior siding, insulation, roofing, metal roofing, doors/frames/hardware, windows, lath & plaster, drywall, acoustical ceilings, tile, floor covering, painting, miscellaneous specialties, fire sprinklers, plumbing, HVAC, electrical, and low voltage systems.
- B. The Scope of Work and all related General Notes, Construction Notes on the drawings and specifications for the project has been included as a part of these Contract Documents. Crews must be staffed as necessary to meet the bid schedule and will be finalized in the Bid Category Contractor's submitted and approved project schedule.

1.2 CONTRACT METHOD

This project is a construction management / multi-prime delivery. Contract for this bid will be awarded to the lowest responsive and responsible lump sum bidder for the **Nuview Library Replacement Project**.

1.3 DESCRIPTION OF WORK

The scope of work for this contract includes, but is not limited to, those areas described within this section, and all sections listed within the Technical Specification. The Work to be performed by the Bid Category Contractor is outlined in this Section and includes all Work shown on the Drawings, Construction Notes, General Notes, Technical Specifications, and Scope of Work Summaries.

- A. The Bid Category Contractor's shall provide and maintain safe access for all pedestrian and vehicle traffic during the course of the project.
- B. The project is located in the City Limits adjacent to residential apartments. Compliance with the Noise Ordinance and allowable working hours will be enforced.
- C. The Bid Category Contractors are responsible to maintain, repair, and/or replace the tree protection for the trees scheduled to remain.
- D. The Bid Category Contractor's is responsible for all traffic, pedestrian, construction and regulatory signage as requires or necessary to meet all governing regulatory requirements.
- E. The Bid Category Contractor's shall maintain an adequate labor work force, as required on a daily basis, to properly clean up all the debris associated with this The Bid Category Contractor's work. All rubbish/debris resulting from this The Bid Category Contractor's operation will be deposited directly into "dumpster type" rubbish containers. Removal and disposal of full "dumpster type" rubbish containers will be the responsibility of the Bid Category Contractor's, and receipts provided for the Project's waste diversion program. All efforts shall be made to recycle those items that can be. All recycled items must be properly documented and a receipt provided to the County Representative for their waste diversion program.

- F. The Bid Drawings and Specifications indicate the scope of the Work in terms of the design concept, the dimensions of the Work, and the structural elements of construction. The Bid Drawings and Specifications do not necessarily indicate or describe all Work required for the full performance and completion of the Work. The Bid Category Contractor's shall be solely responsible for the inclusion of adequate amounts in the bid price to include all items indicated, described, implied, or necessary in order to produce a completed Project. Decisions of the County's Representative as to the items of Work included within the scope of these Drawings and Contract Documents shall be final and binding on the Bid Category Contractor's.
- G. The Work to be performed under this Contract shall include the furnishing of all tools, equipment, materials, hardware, accessories, supplies, and fabricated or manufactured articles for the Work, including all guarantees and warranties. The Work shall also include the furnishing of all packaging, transportation, trucking, fuel, freight, delivery and services; obtaining of permits, licenses, insurance and bonds, payment of all applicable taxes, and all storage and demurrage costs. The Work also includes furnishing of all project administration, supervision, surveying and layout, engineering, detailing, shop drawings and submittals; as well as the provision of scaffolding, temporary bracing and shoring, temporary stairs, ladders and other access aids, all Cal/OSHA-required safety measures, and all other operations and miscellaneous services and appurtenances required for the fulfillment of the Contract, and completion of the indicated, described, or implied scope of Work in strict accordance with the Contract Documents, as well as their intent in describing the scope of a completed Project.

1.4 WORK INCLUDED IN THE SCOPE OF THE CONTRACT DOCUMENTS

- A. All Work under this Contract shall be performed in strict accordance with the Technical Specification listed in the Table of Contents, as these Sections relate specifically to the Work of the Bid Category Contractor's. All The Bid Category Contractor's shall carry out any related Work, which may be described in all Sections of the Specifications relative to its Work, and shall coordinate its Work with the Work of other trades in accordance with all Sections of the Technical Specifications, and all other requirements of the Contract Documents.
- B. Unless otherwise specified, the County will provide and pay for all Independent-testing labs services required for this project during normal working hours and days as defined in the Division 0 and 1 of the project specification. The costs of any and all special inspections, re-inspections and/or Overtime charges billed as additional costs to the County due to the shift in the normal working hours or days to meet a modified schedule, re-inspection caused from inspection failure shall be paid by the issuance of a deductive change order from this contract.
- C. Any and all off-site material and/or product fabrication testing and/or inspection required by the contract documents, regulatory agencies, State or Local codes and regulations in excess of a 50 mile radius from the County site, related to this contract, shall be paid for by The Bid Category Contractor's. The Bid Category Contractor's shall assume the responsibility to pay for these additional costs by the issuance of a deductive change order from this contract.
- D. The Bid Category Contractor's shall provide and/or furnish the following general provisions:
 - 1. By submitting this Bid, The Bid Category Contractor's confirms that they have familiarized themselves with the conditions of the site and that they have made their own estimates regarding the facilities and the difficulties, which may arise in connection with the execution of the Work.

2. The Bid Category Contractor's shall provide sufficient equipment, manpower and/or overtime, at no increase to Contract Price, to maintain the rate of installation required to accommodate the Project Construction Schedule.
3. The Bid Category Contractor's shall provide and/or furnish the following general provisions:
 - a. The Bid Category Contractor's shall provide a **detailed Project Approach** for review by the County Representative prior to the first (1st) progress payment.
 - i. This shall be a written statement and shall describe how the trade The Bid Category Contractor's plans on approaching this project to ensure a safe and successful completion. The approach shall include but not limited to...
 - a). Their approach to safety (Refer to Section 01 44 40 – Site Safety) each day, as well as instill safety in their employees.
 - c). Their approach to timely and properly communicate to the construction manager, staging, hoisting, the timely ordering of materials, delivery and stocking.
 - c). Their approach to ensure proper manpower to complete activities on-time.
 - d). Their approach to timely review of respective scope, coordination with other trades, layout, potential issues, etc. as not to delay yourself or other trades.
 - e). How often will a project manager and/or general superintendent visit the project to ensure contract compliance.
 - b. The Bid Category Contractor's shall modify, adjust and perform scheduled work when and as directed by County Representative.
 - c. The project is an alcohol-free and drug-free project. Any persons found using alcohol or drugs on the site or who are suspected of being under the influence of alcohol or drugs will be immediately removed from the jobsite.
4. Prior to any release of retainage, The Bid Category Contractor's shall perform specified County personnel instruction, execute all guarantee/warranty forms, and all other Contract Document specified close-out items, which shall require approval by the County's Representative, the County and the Engineer, or those parties designated as their representative agents.
5. The Bid Category Contractor's shall perform the Work in a safe and proper manner and he will properly guard its Work and areas affected by its Work to prevent any person or persons from being injured by it or by the condition of the site or project, and he will in all respects comply with any and all provisions of the law and ordinances referring to such Work, and of local ordinances relating to the maintenance of danger signals, barriers, lights and similar safeguards respecting falling materials and in and about all of the Work and adjacent areas where the same are required.

In the event of accidents or incidents of any kind, The Bid Category Contractor's shall furnish County and/or County's Representative with copies of all accident or incident reports. Reports shall be sent without delay and at the same time they are forwarded to any other parties. The Bid Category Contractor's shall notify County's Representative immediately of any accident and/or incident. The Bid Category Contractor's shall comply with all OSHA related requirements.

If, in the judgment of the County's Representative, The Bid Category Contractor's fails to comply with such orders or directions within **48 hours** (including weekends and holidays) of sending of a written safety notice(s) to the Bid Category Contractor's, the County may; either terminate this contract (with the same rights as set forth in the general conditions) or stop the Work of the Bid Category Contractor's until the Bid Category Contractor's complies with the aforesaid orders or directions (The Bid Category Contractor's remaining liable for performance under this contract and for all damages arising out of such Work stoppage) or the County's Representative may take all such action as may be necessary to make the Bid Category Contractor's Work comply with such orders and directions and charge the Bid Category Contractor's for all costs incurred. Failure of the County's Representative or any such safety engineer or inspector to issue any such orders or directions to the Bid Category Contractor's shall not relieve the Bid Category Contractor's from any of its obligations under this contract.

1.5 COMMENCEMENT AND COMPLETION OF THE WORK

- A. In accordance with the provisions of the Contract Agreement, the Bid Category Contractor's shall begin the Work on the date specified in the written Notice to Proceed from the County, and shall complete all of the Work included in the Contract within the time specified in said Notice. Time stated for completion shall include all closeout requirements, completion of final punch list, and final clean up.
- B. The Bid amount requests The Bid Category Contractor's to submit its most competitive Bid Price for the Work on the basis of the Bid Document.

1.6 ORDER OF THE WORK

The Work shall be carried on at such places on the Project and also in such order or precedence as may be found necessary to expedite completion of the Project. After Work has begun on any portion of a designated part of the Project, it shall be carried forward to its final completion as rapidly as practicable. The order and time to complete the Work shall conform, in general, with the requirements of the Project Construction Schedule.

1.7 THE BID CATEGORY CONTRACTOR'S USE OF PROJECT SITE / DELIVERY AND STAGING OF MATERIALS

- A. The Bid Category Contractor's use of the Project site shall be limited to its construction operations, including on site storage of materials and equipment, on site fabrication facilities, and field offices.
- B. Staging and storage of materials on site by The Bid Category Contractor's shall primarily be permitted in the areas approved in writing and scheduled in advance by the County's Representative.
- C. The Bid Category Contractor's shall be responsible for the protection of its own Work during construction and protection of its own material during delivery, unloading, hoisting, while in storage, until accepted by the County Representative.

D. Material/Personnel Hoisting:

1. The Bid Category Contractor's shall include all hoisting, rigging and final placement required for all materials and equipment necessary for the proper completion of the work.
2. The Bid Category Contractor's will submit for approval his proposed scheme for the hoisting of all major equipment, including any required shop drawings, sketches and/or load distribution diagrams so as to allow hoisting activities to be coordinated and approved with other The Bid Category Contractor's field operations.
3. The Bid Category Contractor's shall schedule all material hoisting with the County's Representative a minimum of 48 hours prior to the time requested in order to coordinate the use of the designated hoisting area.

E. The Bid Category Contractor's shall deliver materials to the jobsite in order to provide for the proper execution of the Work in a continuous, uninterrupted fashion unless scheduled otherwise by the County's Representative. Material deliveries shall be scheduled in coordination with the County's Representative and other The Bid Category Contractor's.

F. If The Bid Category Contractor's materials are stockpiled in unapproved areas or creating interference or obstruction with the Work of others, or if they are overloading the structure then, at the discretion of the County's Representative, the Bid Category Contractor's shall be required to relocate these materials at The Bid Category Contractor's expense. If materials are not relocated in the specified time, the County reserves the right to move such materials and back charge the Bid Category Contractor's.

1.8 COUNTY USE OF THE PROJECT SITE

The County and their authorized representatives shall be allowed access to the Project site at all times during the period of construction.

1.9 SURVEY OF ADJACENT SITE CONDITIONS

- A. Prior to commencement of Work, **it is the responsibility of the Bid Category Contractor's to initiate and coordinate a site survey.** The Bid Category Contractor's shall jointly survey the site, and all other pertinent items with the County and/or the County Representative, noting and recording existing damage such as cracks, sags, and other damage to on-site.
- B. This record shall serve as a basis for determination of subsequent damage to these items due to The Bid Category Contractor's operations.
- C. Existing damage observed shall be marked and the official record of existing damage shall be signed by the parties and submitted to the County's Representative prior to start of Work.
- D. Damage to the site, and other items not noted in the original survey but subsequently observed shall be reported immediately by The Bid Category Contractor's to the County's Representative.
- E. Should the Bid Category Contractor's not schedule / coordinate this survey, any damage noted to adjacent finishes shall be repaired by the Bid Category Contractor's at the Bid Category Contractor's expense.

1.10 PROTECTION OF EXISTING UTILITIES AND FACILITIES

- A. The Bid Category Contractor's shall provide adequate protection, as required, of adjacent materials and adjacent properties.
- B. The Bid Category Contractor's shall be solely responsible for any damage to public property, private property, or to utilities caused by The Bid Category Contractor's operations. Any such damage shall be corrected by The Bid Category Contractor's in a manner approved by the damaged party, and/or the County, at no additional cost to the County.
- C. The Bid Category Contractor's shall, at all times, keep the project and areas continuously clean and free from accumulation of the waste materials or debris resulting from The Bid Category Contractor's operations, in a manner and to the extent acceptable to the County's Representative and the County.

1.11 CORRESPONDENCE

All correspondence, submittal, requests, questions, shop drawings, etc., between the Bid Category Contractor's and the County, Engineer, Consultants or any other Project related staff shall be directed through the County's Representative.

END OF SECTION

SECTION 01 21 00
ALLOWANCES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Allowances which the Bid Category Contractor shall provide for designated construction activities in the Work and in this bid.

1.02 RELATED DOCUMENTS

- A. The Conditions of the Contract and other section of Division 01 apply to this section as fully as if repeated herein.

1.03 DESCRIPTION OF REQUIREMENTS

- A. Definitions and Explanations: Certain requirements of the construction related to each allowance are indicated and specified. The allowance has been established by the County and represents selection by the County for designated portions of the Work specified and shown.
- B. Types of allowance scheduled herein for the Work include lump sum cash allowances. Include all allowances in Contract sum, and identify all allowances in Schedule of Values as separate line items.
- C. Selection and Purchase: At earliest feasible date after award of contract, advise the Construction Manager of scheduled date when final selection and purchase of each product or system described by each allowance must be accomplished in order to avoid delays in performance of the Work.
 - 1. Establish date by which the Bid Category Contractor must enter into contract and coordinate with sub-contractor responsible for work defined by allowance.
 - 2. Establish date by which final list of products must be established for purchase of products and systems as specifically selected by the County.

1.04 DEFINITIONS AND DESCRIPTION OF REQUIREMENTS

- A. Cash Allowance Criteria
 - 1. The Allowance is used only as directed by the County.
 - 2. The Allowance is used exclusively for the County's purposes and for the defined Scope of Work.
 - 3. The Bid Category Contractor will prepare detailed breakdown of all costs associated with the work defined for the allowance. These amounts will be charged against the Allowance by Change Order, based on final detailed payment receipts and back-up as required by Architect and Construction Manager, and will include all direct costs of work performed under the defined work scope.
 - a. The Bid Category Contractor shall obtain quotes for equipment from three separate vendors and present to County for consideration and selection.

4. The Bid Category Contractor shall include in the base bid contract amount all cost of coordination, supervision, bond costs, overhead and profit, supervision, installation and all indirect project costs associated with the work defined. Where allowance amount is not exceeded, no general contractor costs will be permitted to be charged against the allowance amounts specified below.
 - a. At project closeout, unused Cash Allowance amounts shall be credited to the County by Change Order.
 - b. Changes that exceed the amount of each allowance will be processed as a Change Order per Contract Documents.

B. Material and Labor Allowance Criteria

1. Applies to all material and labor allowances identified in the contract documents.
2. The Allowance is used only as directed by the County.
3. The Allowance is used exclusively for the County's purposes and for the defined Scope of Work.
4. The Bid Category Contractor will prepare detailed breakdown of all costs associated with the work defined for the allowance. These amounts will be charged against the Allowance by Change Order, based on final detailed payment receipts and back-up as required by Architect and Construction Manager, and will include all direct costs of work performed under the defined work scope.
 - a. The Bid Category Contractor shall obtain quotes for equipment from three separate vendors and present to County for consideration and selection.
5. The Bid Category Contractor shall include in the base bid contract amount all cost of coordination, supervision, bond costs, overhead and profit, supervision, installation and all indirect project costs associated with the work defined. Where allowance amount is not exceeded, no general contractor costs will be permitted to be charged against the allowance amounts specified below.
 - a. At project closeout, unused Material and Labor Allowances shall be credited to the County by Change Order based on the cash value established per Section 1.04.B.4.
 - b. Changes that exceed the amount of each allowance will be processed as a Change Order per Contract Documents.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 SCHEDULE OF CASH ALLOWANCES

Included in the Total Base Bid are the Allowances identified below. Items covered by Allowances shall be provided for such amounts and by such persons or firms as the County may direct.

Building and Site Work

ALLOWANCE BC-01 – Site Demo, Earthwork and Grading:	\$ 15,000
ALLOWANCE BC-02 – Concrete (Bldg. & Site):	\$ 7,500
ALLOWANCE BC-03 – Rough Carpentry:	\$ 10,000
ALLOWANCE BC-04 – Roofing and Sheet Metal:	\$ 5,000
ALLOWANCE BC-05 – Lath Plaster and Drywall:	\$ 7,500
ALLOWANCE BC-06 – Painting:	\$ 5,000
ALLOWANCE BC-07 – Miscellaneous Specialties/General Construction:	\$ 65,000
ALLOWANCE BC-08 – Fire Protection:	\$ 7,500
ALLOWANCE BC-09 – Site Utilities and Plumbing:	\$ 15,000
ALLOWANCE BC-10 – HVAC:	\$ 7,500
ALLOWANCE BC-11 – Electrical and Low Voltage:	\$ 25,000

Contractor shall include in their Base Bid an allowance for any additional effort, over and above contract work due to existing conditions, obstructions or unforeseen items encountered which are not readily discernible prior to construction. Allowance will also be used at the County's discretion for any required supplemental work.

END OF SECTION

SECTION 01 23 00

ALTERNATES

PART 1 -- GENERAL

1.01 SUMMARY

Division 0, Contract Requirements and Division 1, General Conditions apply to this Section.

1.02 DESCRIPTION

- A. Work Included: Provide alternative bid proposals as described in this Section.
- B. Procedures:
 - 1. Provide alternative proposals to be added to or deducted from the amount of the Base Bid if the Owner accepts the corresponding change in scope.
 - 2. Include within the alternative bid prices all costs, including labor, materials, installations, and fees.
 - 3. Show the proposed alternative amounts opposite their proper description on the Contractor's Proposal.
- C. Acceptance or Rejection:
 - 1. Acceptance or rejection of Alternate Bids is subject to Owner's discretion. The Owner reserves the right to award any or none of the Alternate Proposal items as the Owner may deem to be in its best interests and without regard to the order in which such items are listed in the Proposal.

***** END OF SECTION *****

SECTION 01 25 00

SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes administrative and procedural requirements for product substitutions.
- B. These procedures do not apply to section(s) that are marked NO SUBSTITUTIONS.

1.02 RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.03 DEFINITIONS

Substitutions: Changes in products, materials, equipment and methods of construction from those required by the Contract Documents and proposed by Contractor.

1.04 ACTION SUBMITTALS

- A. Substitution Requests: Submit three (3) hard copies and an electronic version of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Use CSI Form 13.1A or a form with equivalent information.
 - 2. Documentation: Show compliance with requirements for substitutions and the following is applicable:
 - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
 - b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Included annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any from the Work specified.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - i. Research reports evidencing compliance with current California Building Code.
 - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall

Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.

- k. Cost information, including a proposal of change, if any, in the Contract Sum.
 - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
 - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order
 - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.\

1.05 QUALITY ASSURANCE

Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.06 PROCEDURES

Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2 PRODUCTS

2.01 SUBSTITUTIONS

A. Substitutions of Equipment and Materials During Bidding

1. Requests for Substitutions: The Bidder shall make Requests for Substitution on the County's Requests for Substitution form included in the Bidding Documents. Such requests shall comply with the requirements of the Bidding Documents, including without limitation, the Plans and the Specifications, without limitation to the other requirements of the Request for Substitution form, requests for Substitutions shall include:
 - a. A description of the material, equipment or other work that is to be replaced or eliminated by the Substitution;
 - b. A description of any other changes to the Work, Existing Improvements, the Site or the work of Separate Contractors that would be necessary if the proposed Substitution were incorporated as part of the Work;
 - c. A statement that the bidder accepts responsibility for the inclusion in its Bid of all of the costs of implementing the Substitution, including, without limitation, the costs of any related changes to the Work, Existing Improvements, the Site or the work of Separate Contractors;

- d. All the drawings, performance and the test data and other information necessary for an evaluation of the Substitution by the County, Architect and County Consultants; and
 - e. A statement that the Bidder understands and agrees that if the Substitution is not approved and the Bidder submits a Bid, Bidder will provide the Work as specified in the Bidding Documents without such Substitution.
- 2. The burden of proof of the merit of a proposed Substitution is entirely upon the Bidder requesting the Substitution.
- 3. Deadline for Submission: Any completed Request for Substitution form that Bidders wish to have considered by County must be submitted, between the hours of 8:00a.m. and 5:00 p.m. on any Day, Monday thru Thursday (except Holidays) up to, including, and no later than the seventh (7th) Day prior to the Bid Closing Deadline, in writing, by hand delivery, mail, or fax to the following: Economic Development Agency Project Management Office, 3403 10th Street, Suite 400, Riverside, CA 92501, T: (951) 955-4897. No response will be made to any Requests for Substitution form received after that time
- B. After award of Contract, Architect will consider formal requests from the Contractor for substitution of products in place of those specified only in case of product unavailability or other conditions beyond the control of Contractor.
 - 1. Requests for Substitutions made after the award of Contract shall conform to the requirements for Substitutions of Equipment and Materials during Bidding.
- C. Should a substitution be approved under the foregoing provisions and subsequently prove to be defective or otherwise unsatisfactory for the intended use or function, Contractor shall, without cost to Owner and without obligation on the part of the Architect replace the substitute with the product, material, or equipment originally specified, if available, or another substitution conforming to the above requirements.

PART 3 EXECUTION

NOT USED

*****END OF SECTION*****

SECTION 01 26 00
CHANGE ORDER PROCEDURES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This Section specifies administrative and procedural requirements for handling and processing Change Orders and other modifications to the Contract.

1.2 WORK DIRECTIVE CHANGE PROPOSAL REQUEST

- A. County Initiated Field Work Directive Change Proposal Requests: Proposed changes in the Work that will require adjustment to the Contract Sum or Contract Time will be issued by the County's Representative, with a detailed description of the proposed change and supplemental or revised Drawings and Specifications, if necessary, under a Field Work Directive.
1. Unless otherwise indicated in the Field Work Directive (FWD), within seven (7) days of receipt of the (FWD), submit to the County's Representative for the County's review an estimate of cost necessary to execute the proposed change.
 - a. Include a list of quantities of products to be purchased and unit costs, along with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities. Furnish a complete labor breakdown, labor rates, man hours by trade and level, etc.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Submit a proposed schedule and narrative statement indicating the effect the proposed change in the Work will have on the Contract Time.
- B. Contractor Initiated Field Work Directive Proposal Requests: When latent or other unforeseen conditions require modifications to the Contract, the Contractor **MUST** notify the Construction Manager immediately at the time of the condition to allow Construction Manager to determine the best course of action. Contractor shall also notify the Construction Manager in writing the same day and request a Field Work Directive change from the County's Representative whereupon the (FWD) designate a Potential Change Order (PCO) to it for tracking purposes.
1. Include a narrative statement outlining reasons for the change, including comprehensive reference to the section(s) of the Contract Documents, which justify Contractor's entitlement to the change, and describe the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Price and a proposed schedule indicating the effect on the Contract Time.
- C. Contractor shall refer to the Division 00 – General Conditions and Supplemental Conditions for additional relevant information.
- D. All Contractor Change Order Requests (COR) shall be submitted on the form provided in Section 01 99 99 – FORMS. **No other form will be accepted.**

1.3 CHANGE ORDER PROCEDURES

- A. Upon the County's approval of the Proposed Change Order, the County's Representative will issue a Change Order for signatures of the Architect, Construction Manager, and Contractor and submit to the School Board for formal approval. Upon board approval, the change order shall be placed on the trade contractor's schedule of values for payment.

PART 2 – PRODUCTS NOT USED

PART 3 – EXECUTION NOT USED

END OF SECTION

SECTION 01 29 76
APPLICATION FOR PAYMENT

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This Section specifies administrative and procedural requirements governing the Contractor's Applications for Payment, including preparation and submittal of a Schedule of Values (SOV).

1.2 SCHEDULE OF VALUES

- A. Contractor shall review Article 20 of the General Conditions and Supplemental Conditions for additional applicable information.
- B. Submit a Schedule of Values, for review and approval by the County Representative, within Thirty (30) days after issue of NTP unless noted otherwise in the schedule section of Division 01.
- C. Phased Work: Where the Work is separated into phases, the SOV shall represent this phased work and shall follow the same format and content as noted herein.
- D. Format and Content: The Schedule of Values shall be submitted to the County's Representative.
 - 1. Contractor shall review Article 20 of General Conditions and Supplemental Conditions for additional applicable information.
 - 2. Round amounts off to the nearest whole dollar; the total shall equal the Contract Sum.
 - 3. For each part of the Work where an Application for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed, provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
- E. Margins of Cost: Show line items for indirect costs, and margins on actual costs, only to the extent that such items will be listed individually in Applications for Payment. Each item in the Schedule of Values and Applications for Payment shall be complete including its total cost and proportionate share of general overhead and profit margin.
- F. Schedule Updating: Change Orders shall not be included in Applications for Payment until the respective modification in Contract Sum has been included in an executed Change Order.

1.3 APPLICATIONS FOR PAYMENT

- A. Requirements: Refer to Article 20 of the General Conditions and Supplemental Conditions for additional applicable information.

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- B. Monthly Progress Procedure: The Construction Manager will produce and process the billing each and every month.
1. During the first of each month, during the progress of the portion of the Work for which payment is being requested, the Construction Manager will forward a draft billing for the Prime Contractor's approval indicating the percentages representative of the work installed. The Prime Contractor shall affix comments and/or initials and return draft billing.
 - a. Material invoices, evidence of equipment purchases and rentals, along with other support and details of cost, may be required to be submitted to the Owner from time to time.
 - b. Draft billings not returned to the Construction Manager by the requested time will be assumed "correct as noted".
 2. The Construction Manager will then forward one formal billing to the Prime Contractor.
 - a. Contractor shall photo copy to produce a total of four copies wet sign all four and return to the Construction manager by the requested date.
 - b. Along with the returned billing, contractor shall provide all the necessary attachments in accordance with Article 20 of the General Conditions and Supplemental Conditions.
 - c. Failure to return the billing or applicable attachments within the time frames specified by the Construction Manager will result in processing no sooner than the next application period.
 3. Upon receipt of the complete billing submittal, the Construction Manager will coordinate all the necessary signatures and submit to the owner for payment process.
 - a. All billing requests are submitted to the County of Riverside for check issuance.
 - b. Checks are returned to the owner for distribution
- C. Application for Payment at Substantial Completion: Upon the Contractor satisfying the requirement per Article 22 of the General Conditions and Supplemental Conditions, inclusive of the following as noted below, Contractor shall request an Application for Payment.
1. A submitted punch list from trade contractor to Construction Manager and Architect for review. Upon receipt, Architect, Construction Manager, Owner, and IOR shall walk and add to the list if necessary. Contractor shall provide completion dates to each listed item
 2. Warranties and maintenance agreements are submitted and approved by the Architect
 3. Test records and as-builts are complete and approved by Architect
 4. Meter readings (if required).
 5. Operation and Maintenance Manuals have been submitted and approved by the Architect
 6. Conditional Waiver and Release for current progress payment
 7. Unconditional Waiver and Release for prior progress payment
 8. Consent of Surety letter acknowledging payment
 9. No filed stop notices
 10. No Labor compliance issues
 11. No lawsuit.

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- D. Final Payment Application:
1. Refer to Article 22 of the General Conditions and Supplemental Conditions.

PART 2 – PRODUCTS NOT USED

PART 3 – EXECUTION NOT USED

END OF SECTION

SECTION 01 31 13
UTILITY COORDINATION

PART 1 - GENERAL

1.1 PROJECT COORDINATION

- A. Coordinate the interrelationship of major system assemblies their relationship with the Work.
- B. Coordinate the Work of Contractors so that portions of the Work are performed in a manner that minimizes interference with the progress of the Work.
- C. Do not obstruct spaces and installations that are required to be clear by Applicable Code Requirement.
- D. Do not cover any piping, wiring, ducts or other installations until they have been inspected and approved and required certificates of inspection issued.
- E. Remove and replace all Work which does not comply with the Contract Documents or applicable codes. Repair or replace any other Work or property damaged by these operations at no increase in Contract Sum.
- F. Components of construction, building lines, building floor elevations, and other details of the Work shall be accurately laid out within the tolerances specified for type of Work and materials indicated. Contractor shall require use of established lines and elevations for all Work.
- G. Contractor's Engineering: Certain portions of the Work may require engineering development or other engineering services by Contractor. Scope of services and other requirements shall be as indicated in technical specification sections.
 - 1. For portions of the Work specified for engineering development by Contractor's Professional Engineer, shop drawings, calculations, and other data shall be submitted bearing the California registration seal and self-written signature of the Contractor's Professional Engineer.
 - 2. Contractor's Professional Engineer shall review the material proposed by Contractor, related to the portions of Work requiring Contractor's engineering development, for conformance with the Contract Documents and for compliance with Contractor's Professional Engineer's own engineering design.

PART 2 - COORDINATION AND DETAILING ACTIVITY (CDA)

2.1 DEFINITION

- A. The Coordination Detailing Activity is an on-site coordination program to confirm aspects of the project's design in an orderly, systematic way. The Construction Manager, Contractor's Staff, Subcontractor's Staff are required to participate in this program. The basis of the Coordination Detailing Activity is to assure that all utilities, architectural, and structural building systems are inter-coordinated and agreed upon by Contractor, his Subcontractors and related Trade Contractors, before Work begins in the field. At the completion of the Coordination Detailing Activity, affected Contractors are required to sign off their acceptance indicating that the Work represented on the coordination drawing is constructible and has been reviewed by them and that they are in concurrence with information contained on the drawings.

2.02 DESCRIPTION

- A. The Coordination Detailing Activity effort will be required on the following:
 - 1. Coordination of water (domestic as well as fire), sewer, gas, and storm drain systems specified in Division 33.
 - 2. Coordination of all site work specified is Division 2, 31, 32 and 33.
 - 3. Coordination for all items of work specified by Division 21.
 - 4. Coordination for all items of work specified by Division 22.
 - 5. Coordination for all items of work specified by Division 23.
 - 6. Coordination for all items of work specified by Division 26.
 - 7. Coordination for all items of work specified by Division 27.
 - 8. Coordination for all items of work specified by Division 28.
 - 9. Utility coordination with architectural and structural work.
 - 10. Underground utility coordination with existing underground utilities.
 - 11. Coordination of all building elements for selected architectural elevations.
- B. The provisions of this section do not lessen Contractor's responsibility for providing adequate coordination, including attendance at work site meetings as required by Construction Manager, for any and all work including work not indicated above.

2.3 CONTRACTOR COORDINATION RESPONSIBILITIES

- A. Notwithstanding the information shown on the drawings and indicated in the specifications, Contractor fully recognizes that the drawings are only diagrammatic and are not intended to necessarily represent actual fit, tolerances, clearances, routing, or offsets required to achieve final coordination of systems or building components or to otherwise avoid conflicts between such components or systems. Contractor has adequately reviewed these documents to determine the degree of difficulty required on his part to achieve proper coordination and has allocated sufficient money and personnel (notwithstanding the minimum personnel requirements stipulated in the Contract) to accomplish the necessary coordination, fit and routing of systems or components. Construction Manager and the Architect are not responsible for the quality or content of Contractor's work.

2.4 ORIENTATION MEETING

- A. The purpose of the CDA is to expeditiously produce fully coordinated shop drawings showing a composite of systems, subsystems, along with architectural and structural elements of the work prior to fabrication of building systems.
- B. Prior to the start of the CDA, meet with Construction Manager, County's Project Manager and Architect to discuss the coordination effort. The purpose of this meeting is to develop a mutual understanding of the administration of the CDA and the scope of the required submittals and drawings. The Orientation Meeting must be attended by all affected Contractors as required in Section 2.02.

2.5 COORDINATION MEETINGS

- A. During the CDA meetings with Construction Manager, the Architect and Contractors, discuss and coordinate the locations of utilities and building elements, problems of fit, trade interfaces, and constructability. As a minimum, coordination meetings will be held at the 30%, 90% and 100% points prior to the CDA finish. The purpose of the 100% completion meeting is for all Contractors to sign the fully coordinated drawings indicating their full approval and that each Subcontractor has fully coordinated his work with the work of all Contractors.

- B. Construction Manager and Architect will review and evaluate the routings and placements of the coordinated utilities for compliance with the original design intent only.
- C. Contractor may be required to attend additional coordination meetings as required at no additional expense to County. Contractor's subcontractors may be required to attend CDA meetings as necessary.

2.6 TYPICAL COORDINATION DETAILING ACTIVITY (CDA) SEQUENCE

- A. Prepare Structural Steel Shop Drawings: Contractor shall review the Contract Documents and prepare steel shop drawings in the sequence in which they are envisioned to be erected. Compare the shop drawings with the architectural drawings and mechanical, electrical and plumbing requirements with respect to structural openings through decks or utility requirements between structural members, and identify any conflicts. Prepare redline drawings depicting structural to architectural, mechanical, electrical conflict and plumbing systems and proposed solution to noted conflicts and submit to Construction Manager.
- B. Prepare Background Drawings: The Mechanical / Plumbing / Fire Protection Contractors shall agree upon a background drawing that will become the common background for the detailing of the work of all Contractors. The background shall accurately reflect wall lines and other elements of the project, such as beams, columns and existing utilities. In addition to the wall layout of the new work, the background drawing shall include the anticipated locations of all light fixtures, diffusers and access panels. Finish ceiling elevations and above ceiling structural mounts for equipment shall be accurately dimensioned and noted on the drawings.
- C. Approve Background Drawings: Upon completion, the background drawing will be reviewed by the Contractors. All Contractors will sign the background drawings, indicating their approval and agreement to use the drawing as common background for all coordination. When approved, the drawing shall be distributed to all Contractors by Construction Manager, to be used as the background for the preparation of the coordination drawings for each discipline.
 - 1. Detail duct and gravity flow lines: The Mechanical Contractor shall detail the mechanical duct work (being the largest above-ceiling utility) and gravity flow plumbing lines as the first elements to be depicted and coordinated on the approved background drawings.
 - 2. Identify conflicts with proposed building systems: The Mechanical Contractors shall identify any and all conflicts associated with the proposed routing of the mechanical ductwork and the gravity flow plumbing lines, whether the conflicts are with new or with existing underground utilities, structural members, or otherwise, within the space.
 - 3. Resolve conflicts and re-detail as required: The Mechanical Contractors shall prepare a conflict list identifying any conflicts and prepare a plan view and cross sectional drawings that accurately represent the nature and location of the conflicts in plan and elevation. Contractors shall work with Construction Manager and the architect to identify alternate acceptable routes for new work in conflict. The Mechanical Contractors shall re-detail coordination drawings as required to avoid building systems that cannot be relocated.
 - 4. Prepare overlay drawings for coordination of electrical and remaining mechanical systems on background drawings: Upon the completion of the HVAC and gravity flow coordination effort, the building systems provided by the electrical pneumatic tube, control systems, plumbing and fire sprinkler Contractors will be integrated with the HVAC and gravity flow lines by each respective Contractor. Contractors shall prepare an overlay coordination drawing for each system: electrical, plumbing, steam, chilled water, fire sprinklers etc. The approved background with mechanical ductwork and gravity flow plumbing system will serve as the background for these systems.

5. Identify conflicts with and proposed systems: Contractors will compare and identify conflicts between their proposed systems and all other systems proposed or existing and revise their coordination drawing with the intent of eliminating or reducing the interferences and conflicts. Contractors shall work closely with Construction Manager, their Subcontractors, affected Contractors, and the Architect to integrate and coordinate all new systems within the design intent.
 6. Resolve conflicts and re-detail as required: Upon the completion of this coordination effort, Contractors shall develop a conflict list that shall identify all systems that, notwithstanding the previously described coordination effort stated herein, are in conflict with another building system. Contractors shall also prepare plan view and cross sectional drawings as required to accurately identify the conflict and its exact location. All Contractors shall re-detail coordination drawings as required to avoid building systems that cannot be relocated.
 7. Sign drawings indicating full coordination and fit of all new building systems: The end product of this effort will be a fully coordinated set of drawings, consistent with the design intent and applicable building codes, for the new work of the project. Upon the completion of the coordination drawings, Contractors will indicate they have coordinated their work by signing the coordination drawing. Upon completion of the Coordination Drawing, shop Drawings and fabrication can proceed.
- D. All conflicts will be resolved through the CDA process rather than at the installation stage. Conflicts occurring at the installation stage will not be the basis for additional costs or time extensions. Request for Information (RFIs) will not be accepted by the Construction Manager during the CDA process for any issue being currently coordinated. Issues shall be resolved via the CDA process and documented on the coordination drawings.
 - E. Coordination effort will include review of all construction documents for their completeness, constructability and code compliance. Failure to perform this satisfactorily will not be the basis for additional compensation after signing the coordination drawings.
 - F. All conflicts will be resolved through the CDA process rather than at the installation stage. Conflicts occurring at the installation stage will not be the basis for additional costs or time extensions. Issues shall be resolved via the CDA process and documented on the coordination drawings.
 - G. Coordination effort will include review of all construction documents for their completeness, constructability and code compliance. Failure to perform this satisfactorily will not be the basis for additional compensation after signing the coordination drawings.

2.7 COORDINATION SCHEDULE

- A. The entire CDA process must take place in such a time as not to impact shop drawing preparation, material procurement, and the Project Schedule. Refer to Section 01 32 16 for deliverables time lines and associated liquidated damages.

END OF SECTION

SECTION 01 31 19
PROJECT MEETINGS

PART 1 - GENERAL

1.1. REQUIREMENTS INCLUDED

- A. The County's Representative will schedule and administer a pre-construction meeting, regular progress meetings, and specifically called meetings throughout progress for the work and will:
1. Prepare agenda for meetings.
 2. Make physical arrangements for meetings.
 3. Preside at meetings.
 4. Record the minutes; include significant proceedings and decisions.
 5. Reproduce and distribute copies of minutes after each meeting to participants in the meeting and to parties affected by decisions made at the meeting.

Contractor representatives, subcontractors and suppliers attending meeting shall be qualified and authorized to act on behalf of entity each one represents.

1.2. PRE-CONSTRUCTION MEETING

- A. Timing: Prior to start of construction.
- B. Attendance: Architect and consultants as appropriate, County's Representative, Construction Manager, Trade Contractors (including subcontractors, manufacturers and suppliers) as requested, and Inspector.
- C. Purpose: To discuss and familiarize contractors with project procedures, expectations and deliverables, schedule, safety procedures, labor compliance

1.3. COORDINATION MEETINGS

- A. Timing: Once per week, at a minimum, day and time to be determined by Construction Manager.
- B. Attendance: Construction Manager and Trade Contractors and their subcontractors as necessary. Architect, consultants, and inspector as required. Contractors shall begin attending the meeting at least three (3) weeks prior to mobilizing their crews. **Attendance is not optional, it is mandatory.**
- C. Purpose:
1. To provide a formal and regular forum for the Construction Manager and Contractors to present: questions, problems or issues that need to be addressed safety concerns, review the progress on previous issues and action items, submittal and schedule review. All necessary coordination with dependent Trades.
 2. To review the 4 week look ahead schedule produced by the Construction Manager, reviewed by the foremen's with collaborative feedback, agreement to execute.

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3. This shall not be the only or sole time that the items noted above shall be presented or addressed. Each Trade Contractor has a responsibility to address such items in a timely manner as not to impact dependent trades or the project schedule.

1.4. SPECIAL CALLED MEETINGS

The County's Representative may call a special meeting at any time during the course of the project. Special project meetings shall include representatives of any members of the project team requested in order to discuss problems and/or solutions that are common to the project.

PART 2 – PRODUCTS NOT USED

PART 3 – EXECUTION NOT USED

END OF SECTION

SECTION 01 32 16
CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for a successful execution of the Work, as well as documenting the progress of construction during performance of the Work, which includes the following:
 - 1. Notice to Proceed
 - 2. Milestones / Liquidated Damages
 - 3. Construction Schedule
 - 4. Submittals
 - 5. Coordination Drawings
 - 6. Procurement / Fabrication / Delivery
 - 7. Daily Work Reports
- B. Related Sections include the following:
 - 1. General Conditions
 - 2. Supplemental Conditions
 - 3. Section 01 40 00 Quality Requirements (Tests and Inspections)
 - 4. Section 01 99 99 Forms

1.2 NOTICE TO PROCEED

- A. NTP begins the start of administrative, early planning / coordination, submittals and procurement and fabrication, delivery and the start of construction.

1.3 MILESTONES

- A. Each trade shall be familiar with their respective deliverable(s) and the associated day following the date of the Notice to Proceed (NTP) that it is due. It is the sole responsibility of the contractor to properly plan and execute to ensure their respective deliverable / milestone is submitted on time.
- B. Any deliverable missed, contractor shall be assessed the associated liquidated damage per day until the complete package or required contract obligation has been received.

1.4 CONSTRUCTION SCHEDULE

- A. Refer to Appendix "A" attached herein for the "Project Construction Schedule"
- B. The "Project Construction Schedule" is included in the specifications. It is composed of tentative starting dates and fixed durations for major activities of work on the project. **Not all activities have been shown.** This **DOES NOT** relieve the contractor from complying with the requirements of the schedule or initiating and coordinating their respective work as necessary in the proper sequencing of the Work.
- C. Refer to Appendix "B" for milestone and submittal dates and associated liquidated damages
- D. Prime Contractor to provide Manpower information for each respective activity and activities not shown but necessary. The manpower shall represent the crew size required each day to fully execute the trade's scope of work. This information is required within 10 day of NTP issuance.

- E. CONTRACTOR must coordinate all work with all other contractors on the project through the CONSTRUCTION MANAGER'S Project Superintendent in order to complete each activity of their work within the fixed durations assigned to same as shown on the "PROJECT CONSTRUCTION SCHEDULE".
- F. Schedule start dates as shown on the PROJECT CONSTRUCTION SCHEDULE are referred to as "tentative" only to the affect that said dates will be continually adjusted either forward or backward by the CONSTRUCTION MANAGER as the project progresses. Upon receipt of 48 hours advanced notice by the CONSTRUCTION MANAGER to begin work on an activity, CONTRACTOR must properly man and perform the work of said activity and complete same within the noted number of consecutive working days or less assigned to said activity in the PROJECT CONSTRUCTION SCHEDULE.
- G. CONTRACTOR is expected to continually monitor all phases of the project field construction progress in order to insure that CONTRACTOR'S work is properly implemented into the overall project improvements.
- H. CONTRACTOR is expected to provide properly trained and skilled mechanics in adequate numbers and equipment needed and/or required in order to properly and efficiently complete all work activities per the schedule. Should CONSTRUCTION MANAGER have reason to believe at any time that CONTRACTOR is not providing an adequate workforce armed with the proper materials and/or equipment, CONSTRUCTION MANAGER shall give CONTRACTOR written notice of same. Activity Manpower loading submitted shall in no way limit the responsibility of the CONTRACTOR to perform to the fixed duration requirements of the PROJECT CONSTRUCTION SCHEDULE.
- I. The time for total project completion shall be within 166 Calendar Days from the Notice to Proceed. This total time of completion includes 20 Calendar Days for Weather Impacts and 20 Calendar Days for 3rd Party Commissioning. The Weather Impacts and 3rd Party Commissioning activities are for the sole use of the County. The CONSTRUCTION MANAGER will use established contract fixed durations to prepare and update a Critical Path Method Schedule (C.P.M.) by building and site. This schedule will be the basis of weekly production review meetings and the method of measuring each CONTRACTOR'S performance and impact on dependent CONTRACTORS, required cure, and the assessment of liquidated damages.
- J. Recovery Plan
 - 1. If at any time, the contractor is behind schedule by more than three days for any stage of Work, based on the updated Contract Schedule after incorporating all approved time extensions, Contractor shall submit to the County's Representative within five (5) days of notification of such delay, a "recovery plan". The recovery plan shall be based on proposed revisions to Contract Schedule and shall show how Contractor intends to bring the Work back on schedule. Recovery plan shall also include a written description of how the measures that Contractor intends to take without additional cost to the County will regain schedule compliance. The recovery plan activities shall be identified according to their relationship to activities.
 - 2. Should Contractor fail to submit and execute such recovery plan, the County shall have the option to direct Contractor to employ any or all measures that the County may deem fit to regain schedule compliance without additional cost to the County.
 - 3. Recovery plan submitted by Contractor, upon acceptance by the County's Representative, shall be incorporated into the Contract Schedule during the next update.
 - 4. Contractor will be required to submit a recovery plan for each activity that is more than three day or more behind schedule.

5. Should Contractor dispute the determination of the County's Representative regarding the status on a contract delay, such dispute shall not relieve him/her of the responsibility to comply with the requirements of this Section and other related Sections until the dispute is resolved per Contract terms.

K. Inclement Weather:

1. The agreement between the County and Contractor indicates the number of calendar days of Contract time for the Work. Within the stipulated Contract Time, the Bid Schedule, included in the bid documents, includes weather days in the project duration.
2. The number of weather related days have been built into the critical path. The project owns the allowable rain days. As the number of approved inclement weather days increases, the duration of this allowance or activity will decrease the corresponding number of days. No other activities may be concurrent with this activity.
3. Delays in the construction due to inclement weather will be construed as excusable delay only for the days in which the inclement weather substantially caused delay in overall progress of the Project by affecting Critical Work Activities.
4. Contractor shall submit a written claim on Company letterhead for each delay due to inclement weather within two (2) calendar days from the day of inclement weather. Contractor shall document the date and the nature of the inclement weather, the specific activity in which the inclement weather caused delay, and the task or operation in each trade that was delayed and its relation to the Critical Path.
 - a. The County's Representative will review the claim and the written documentation submitted by the Contractor and compare with the Contract Schedule. If the County's Representative finds that the inclement weather did substantially cause delay in the overall progress of the Project, the delay will be deemed an excusable delay.
5. Excusable delays shall be first deducted from the allowance of excusable delays shown on the Contract Schedule. When the total number of days for excusable delays due to inclement weather exceeds the allowance, the excess will be granted through extension of the Contract Time by Change Order the affected bid Categories only in accordance with the provisions of the General Conditions. Extension to the Contract Time due to inclement weather will be granted only for excusable delay in excess of the allowance.
6. If the Contractor fails to submit a claim and documentation within the stipulated time, the inclement weather shall be construed to have caused no delay in the construction.
7. WEEKEND / AFTERHOURS WORK OR MODIFIED HOURS
 - a. It is each Contractor's responsibility to meet each completion date for each task on the schedule, which in turn, may or may not specifically identify required weekend, after hours work, or modified working hours. These provisions shall also apply, but not limited to utility tie-ins, system related tie-ins, switchovers, site need considerations, contractor delay, and etc. type of work.
 - b. When the facility operation will or may be impacted, contractor MUST have performed their respective work on the weekend, afterhours or during modified working hours to complete scheduled activities at NO additional expense to the Owner.

- c. Extended work shifts and/or working on Saturdays will be required for specific trades to meet the construction schedule. Refer to the general conditions for additional information.

1.5 Submittals

- A. Contractor shall comply with Division 00 and 01 for the compliance and procedure of submittal submission.
- B. All submittals regardless of when the respective scope of work is scheduled to be installed shall be completely submitted within the time frames as established in appendix "B".

1.6 Coordination Drawings

- A. Refer to section 01 31 13 Utility Coordination for additional specific information.

1.7 Procurement / Fabrication Schedule

- A. Category Contractors shall provide dates as to when material must be ordered / fabricated and delivered to the project site. At no time shall delivery of material later than what is required as not to impact the schedule or dependent contractors will be acceptable.
- B. Contractor shall provide written confirmation of ordered / fabricated material and delivery.

1.8 Daily work Reports

- A. Each trade shall provide a daily work report each day. Refer to section 01 99 99 – Forms for the form that will be used.

PART 2 - PRODUCTS NOT USED

PART 3 – EXECUTIONS NOT USED

END OF SECTION

Appendix A - Baseline Schedule

Nuvview Library Replacement Project

Jun-23-17 11:22

Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float
Nuvview Library Replacement Project					
Milestones					
M0001	Start Project	255d	Aug-28-17	Aug-24-18	0d
M0010	Board Approval of Bid Documents	255d	Aug-28-17	Aug-24-18	0d
M0020	Advertisements	0d	Aug-29-17*		1d
M0030	Ad Dates	5d	Aug-29-17	Sep-05-17	0d
M0040	Job Walk	5d	Sep-06-17	Sep-12-17	0d
M0050	Bid	1d	Sep-08-17*	Sep-08-17	2d
M0060	Award	21d	Sep-13-17	Oct-11-17	0d
M0070	NTP	17d	Oct-12-17	Nov-03-17	0d
M0080	Weather Allowance	0d	Nov-06-17		0d
M0090	Commissioning	20d	Jul-02-18	Jul-27-18	0d
M9999	Project Complete	20d	Jul-30-18	Aug-24-18	0d
Construction					
1000	Start Library	0d	Nov-06-17	Jun-29-18	0d
1010	Mobilize Project	0d	Nov-06-17		0d
1020	Demo	5d	Nov-06-17	Nov-10-17	0d
1030	Clear and Grub	3d	Nov-13-17	Nov-15-17	0d
1040	Survey	2d	Nov-16-17	Nov-17-17	0d
1050	Over-Ex/Recompact	1d	Nov-20-17	Nov-20-17	0d
1060	Building Pad	3d	Nov-21-17	Nov-27-17	0d
1070	Lay-Out and Trench Footings	2d	Nov-28-17	Nov-29-17	0d
1080	Sleeves and Templates	2d	Nov-30-17	Dec-01-17	0d
1090	Footings Rebar	1d	Dec-04-17	Dec-04-17	0d
1100	Pour Footings	2d	Dec-05-17	Dec-06-17	0d
1110	Form SOG	1d	Dec-07-17	Dec-07-17	0d
1120	UG Plumbing	5d	Dec-08-17	Dec-14-17	0d
1130	UG Electrical	5d	Dec-15-17	Dec-21-17	3d
1140	UG Fire Riser Sweep	8d	Dec-15-17	Dec-27-17	0d
1150	Sand and Visqueen	1d	Dec-15-17	Dec-15-17	7d
1160	Pour SOG	2d	Dec-28-17	Dec-29-17	0d
1170	UG Site Fire Main	2d	Jan-02-18	Jan-03-18	0d
1180	UG Site Electrical	5d	Mar-22-18	Mar-28-18	11d
		5d	Mar-29-18	Apr-04-18	11d

Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float
1185	Structural Steel	2d	Jan-04-18	Jan-05-18	0d
1190	Frame Building	15d	Jan-08-18	Jan-26-18	0d
1195	Roof Curbs	1d	Jan-29-18	Jan-29-18	4d
1200	Metal Roofing	5d	Jan-29-18	Feb-02-18	0d
1205	Single Ply Roofing	4d	Feb-05-18	Feb-08-18	0d
1210	Set Roof Top Equipment	1d	Feb-09-18	Feb-09-18	7d
1215	Exterior Frames	2d	Feb-09-18	Feb-12-18	0d
1220	Lath Building	3d	Feb-13-18	Feb-15-18	0d
1230	Sheet Metal	2d	Feb-16-18	Feb-19-18	0d
1240	Scratch Coat	3d	Feb-20-18	Feb-22-18	0d
1250	Brown Coat	7d	Feb-23-18	Mar-05-18	0d
1260	Finish Plaster	7d	Mar-06-18	Mar-14-18	0d
1270	Stone Veneer	5d	Mar-15-18	Mar-21-18	15d
1280	Exterior Siding/Panels	5d	Mar-15-18	Mar-21-18	11d
1290	Exterior Doors and Windows	5d	Mar-15-18	Mar-21-18	0d
1300	Rough HVAC	8d	Feb-16-18	Feb-27-18	3d
1310	Rough In Electrical	10d	Feb-16-18	Mar-01-18	1d
1320	Rough In Fire Sprinklers	5d	Mar-02-18	Mar-08-18	1d
1330	Rough In Plumbing	5d	Mar-02-18	Mar-08-18	1d
1340	Insulation	3d	Mar-09-18	Mar-13-18	1d
1350	Interior Frames	5d	Mar-14-18	Mar-20-18	1d
1360	Hang Drywall	5d	Mar-22-18	Mar-28-18	0d
1370	Tape, Float, Texture Drywall	10d	Mar-29-18	Apr-11-18	0d
1380	Interior Painting	4d	Apr-12-18	Apr-17-18	0d
1390	Ceramic Tile	5d	Apr-18-18	Apr-24-18	9d
1400	Casework	5d	Apr-18-18	Apr-24-18	9d
1405	Interior Glazing	4d	Apr-18-18	Apr-23-18	0d
1410	Finish Carpentry	10d	Apr-24-18	May-07-18	0d
1415	Finish Plumbing	4d	Apr-25-18	Apr-30-18	20d
1420	Toilet Partitions/Accessories	2d	May-01-18	May-02-18	20d
1430	T-Bar Ceilings	3d	May-08-18	May-10-18	2d
1435	Ceiling Panels	5d	May-08-18	May-14-18	0d
1440	Finish Electrical	10d	May-15-18	May-28-18	0d
1450	Finish HVAC	5d	May-15-18	May-21-18	5d

Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float
1460	Finish Fire Sprinklers	3d	May-15-18	May-17-18	7d
1470	Ceiling Tiles	2d	May-29-18	May-30-18	0d
1480	Interior Doors	4d	May-15-18	May-18-18	3d
1490	Interior Painting	5d	May-21-18	May-25-18	3d
1500	Floor Covering	5d	May-31-18	Jun-06-18	0d
1510	Misc Specialties	5d	May-28-18	Jun-01-18	8d
1520	Low Voltage Systems	5d	May-28-18	Jun-01-18	3d
1530	Start Up and Test	5d	Jun-07-18	Jun-13-18	0d
1540	Site Septic System	10d	Apr-05-18	Apr-18-18	11d
1550	Fine Grade Site	3d	Apr-19-18	Apr-23-18	11d
1560	Trench CMU Ftgs	2d	Apr-24-18	Apr-25-18	11d
1570	Sleeves/Templates/Rebar CMU Footings	2d	Apr-26-18	Apr-27-18	11d
1580	Pour CMU Footings	1d	Apr-30-18	Apr-30-18	11d
1590	CMU Masonry	5d	May-01-18	May-07-18	11d
1610	Form/Pour/Finish Mech Yard SOG/Housekeeping Pards	5d	May-08-18	May-14-18	11d
1620	Set HVAC Equipment	2d	May-15-18	May-16-18	11d
1630	Finish HVAC Equipment	4d	May-17-18	May-22-18	11d
1640	Electrical Form HVAC Equipment	3d	May-17-18	May-21-18	12d
1650	HVAC Equipment Yard Enclosure/Fences and Gates	5d	May-23-18	May-29-18	11d
1660	Site Concrete	10d	May-08-18	May-21-18	17d
1670	Final Clean	2d	Jun-14-18	Jun-15-18	0d
1680	Punchlist	10d	Jun-18-18	Jun-29-18	0d
1999	Complete Library	0d		Jun-29-18	0d

01 32 16 - APPENDIX - B

CONTRACTOR shall commence performance of the Contract upon the date specified in the Notice to Proceed and shall furnish sufficient forces, facilities and materials, work such hours, including extra shifts and overtime operations, so as to fully perform the Work in accordance with the following Milestones.

Milestone	Description	Schedule number of calendar days after the effective date of the respective NTP	Liquidated Damages \$ Amount per Calendar Day
1	Notice to Proceed: In accordance with the General Conditions & section 01 32 16	NTP	
2	Schedule Of Values (SOV) (Affects all Bid Categories) • Draft SOV • Final SOV	10 20	\$100 \$100
3	Schedule Information: as required in accordance with section 01 32 16 • Manpower information by all bid categories	10	\$500
4	Procurement Schedule / Information: as required in accordance with section 01 32 16	20	\$500
5	Deferred Approved Submittals:	30	\$2,500
	Submittals:		
6	All Submittals (Shop Drawings, Product Data, Samples, Etc.) with exception to specific Submittals/Bid Category Dates and LD amounts listed below	10	\$500
7	Bid Category #02 (Reinforcing Steel and Concrete Mix Designs)	30	\$1,500
8	Bid Category #07 (Doors, Frames, Hardware, Roll-Up Doors, Glazing/Windows, including Detention Gate)	30	\$1,500
9	Bid Category #07 (Toilet Accessories - Including Detention Grade Accessories)	30	\$1,500
10	Bid Category #08 (Fire Protection - Bldg. and Site)	30	\$1,500
11	Bid Category #09 (Plumbing Equipment)	30	\$1,500
12	Bid Category #09 (Septic System)	30	\$1,500

Milestone	Description	Schedule number of calendar days after the effective date of the respective NTP	Liquidated Damages \$ Amount per Calendar Day
13	Bid Category #10 (HVAC Equipment/Curbs/Ductwork)	30	\$1,500
14	Bid Category #11 (Electrical Equipment/Light Fixtures)	30	\$1,500
15	Bid Category #11 (Fire Alarm)	30	\$1,500
16	Bid Category #11 (Low Voltage Systems)	30	\$1,500
17	Completion of Coordination Drawings: Requirements as set forth in section 01 31 13 - Project Coordination: Completion shall include BIM Clash Detection being deemed clash free. This shall include Bid Categories 08, 09, 10 and 11:	60	2,500
18	Substantial Completion: Building & Site (as defined in the General Conditions & Supplementary Conditions)	Per Project Schedule	\$2,500 / per day
19	Project Closeout (as defined in the General Conditions & Supplementary Conditions) LD's is assessed for each item not completed) <ul style="list-style-type: none"> Punch list: (LD's to be assessed to the bid category(s) that have not completed punch list) Training: (LD's to be assessed to the bid category(s) that have not completed training) O&M Manuals: (LD's to be assessed to the bid category(s) that have not submitted the Manual) Balance of Document closeout: (LD's to be assessed to the bid category(s) that have not completed the balance of the closeout) 	from Contract Scheduled Completion 20 20 10 20 30	\$2,500 / per day \$2,500 / per day \$2,500 / per day \$2,500 / per day \$2,500 / per day
20	Final Completion (As defined in General and Supplemental Conditions) •NOC Recommendation for Final Acceptance for Board of Trustee approval	Substantial Completion Plus 60 Calendar Days	

**SECTION 01 33 00
SUBMITTAL PROCEDURES**

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Procedural requirements for non-administrative submittals including product data, shop drawings, samples and other miscellaneous work-related submittals required by Contract Documents.
- B. Refer to Division 00 and other Division 01 sections and other contract documents for specifications for administrative submittals; such submittals include, but are not limited to following items:
 - 1. Permits.
 - 2. Payment applications.
 - 3. Performance and payment bonds.
 - 4. Insurance certificates.
 - 5. Inspection and test reports.
 - 6. Schedule of values.
 - 7. Progress schedule.
 - 8. Listing or designation of subcontractors.
 - 9. Record drawings
- C. Designate in progress schedule, or in separate coordinated schedule, dates for submission and dates reviewed shop drawings, product data and samples will be needed for each product.
 - 1. Identify items requiring long lead times.
- D. The Contractor's submittal and Architect's acceptance of Product Data, Shop Drawings or Samples that relate to construction activities not complying with Contract Documents does not constitute an acceptable or valid request for substitution, nor does it constitute approval.
- E. Product Data, Shop Drawing and Sample Submittals containing substitutions for specified items will be rejected and returned as not in compliance with Contract Documents.

1.2 PRODUCT DATA

- A. Product Data includes standard printed information on manufactured products that has not been specially prepared for this Project, including but not limited to following items:
 - 1. Manufacturer's product specifications and installation instructions.
 - 2. Standard color charts.
 - 3. Catalog cuts.
 - 4. Roughing-in Diagram and templates.
 - 5. Standard wiring diagrams.
 - 6. Printed performance curves.
 - 7. Operational range diagrams.
 - 8. Mill reports.
 - 9. Standard product operating and maintenance manuals.
- B. Modify standard drawings to delete information which is not applicable to the Project.
- C. Supplement standard information to provide additional information specifically applicable to Project.
 - 1. Clearly mark each copy to identify pertinent materials, products or models.
 - 2. Show dimensions and clearances required.
 - 3. Show performance characteristics and capacities.

4. Show wiring or piping diagrams and controls.

1.3 SHOP DRAWINGS

- A. Shop drawings are technical drawings and data that have been specially prepared for Project, including but not limited to following items:
 1. Fabrication and installation drawings.
 2. Setting diagrams.
 3. Templates.
 4. Patterns.
 5. Coordination drawings (for use on-site).
 6. Schedules.
 7. Design mix formulas.
 8. Contractor's engineering calculations.
- B. Standard information prepared without specific reference to Project is not considered to be shop drawings.

1.4 SAMPLES

- A. Samples are physical examples of Work, including but not limited to following items:
 1. Partial sections of manufactured or fabricated work.
 2. Small cuts or containers of materials.
 3. Complete units of repetitively used materials.
 4. Swatches showing color, texture and pattern.
 5. Color range sets.
 6. Units of work to be used for independent inspection and testing.
- B. Office Samples:
 1. Provide in specified size and quantity to clearly illustrate:
 - a. Functional characteristics of product or material, with integrally related parts and attachment devices.
 - b. Full range of color, texture, and pattern.
 2. Where size and quantity is not specified, provide minimum of four samples, 12 inch by 12 inch minimum size, where samples are required.
- C. Field Samples and Mock-Ups:
 1. Erect at Project Site in location acceptable to Architect.
 2. Construct each sample or mock-up complete, including work of trades required in finished work.
 3. Size or area as specified in respective specification section.
 4. Remove mock-ups at conclusion of Work or when acceptable to Architect and dispose legally.

1.5 VERIFIED REPORTS

- A. Submit Verified Reports shall be submitted when required by the County, the Inspector of Record, the Architect and/or their Consultants, or as required by regulatory agencies, codes, laws, ordinances, etc.

1.6 DEFERRED APPROVALS

- A. Submit detailed plans, specifications and engineering calculations for Deferred Approval items.
- B. Calculations and drawings of structural nature shall be prepared and signed by registered

Structural Engineer licensed in State of California.

- C. Submit 8 sets.
 - 1. If revisions are necessary, Architect will return one (1) set to contractor.
 - 2. Resubmit 8 sets with corrections.
- D. Fabrication and installation of Deferred Approval items shall not be started until detailed plans, specifications and engineering calculations have been accepted by Architect, Design Consultants, Building Officials, Regulatory Agencies, and/or County.

1.7 MISCELLANEOUS SUBMITTALS WORK-RELATED:

- A. Include, but not limited to following types of submittals:
 - 1. Specially-prepared warranties (guarantees).
 - 2. Standard printed warranties.
 - 3. Maintenance agreements.
 - 4. Printed industry standards.
 - 5. Collected and bound operating/maintenance manuals.
 - 6. Keying schedule, keys and other security protection safety devices.
 - 7. Maintenance tools and spare parts.
 - 8. Maintenance materials and overrun stock.

1.8 CONTRACTOR RESPONSIBILITIES

- A. As defined in General Conditions.
- B. Review shop drawings, product data and samples for compliance with Contract Documents prior to submission.
- C. Determine and Verify:
 - 1. Field measurements.
 - 2. Field construction criteria.
 - 3. Catalog numbers and similar data.
 - 4. Conformance with Specifications and Drawings.
- D. Coordinate each submittal with requirements of Work and of Contract documents.
- E. Notify Architect in writing, at time of submission, of deviations in submittals from requirements of Contract Documents.
- F. Do not begin fabrication or work which requires submittals until return of submittals with Architect's approval.

1.9 SUBMISSION REQUIREMENTS

- A. Make submittals promptly in accordance with approved schedule, and in such sequence as to cause no delay in Work or in work of other contractor.
- B. Coordinate transmittal of different types of submittals for related elements of Work so processing will not be delayed by need to review submittals concurrently for coordination.
 - 1. The Architect reserves right to withhold action on submittal requiring coordination with other submittals until related submittals are received.
- C. Accompany submittals with an accurately completed transmittal form provided in section 01 99 99 - Forms.
 - 1. Submittals not accompanied by such form, or where applicable items on form are not completed, will be returned for resubmittal.
 - a. Sample of transmittal form is included at end of this section.

2. Photo copy related specification section identifying submittal requirements and identify/bubble items that are being submitted.
- D. Use a separate transmittal form for each specific item or class of material or equipment for which submittal is required.
1. Transmittal of submittals on various items using single transmittal form will be permitted only when items taken together constitute manufacturer's package or are so functionally related that expediency indicates review of group or package as whole.
- E. Schedule submissions per the deliverable timelines as specified in section 01 32 16.
1. No extension of Contract Time will be authorized because of failure to transmit submittals to Architect sufficiently in advance of Work to permit processing.
- F. Number of Submittals Required: Submit quantities as follows.
1. Shop Drawings: Submit eight (8) full-sized/legible copies.
 2. Product Data: Submit eight (8) copies of manufacturer's product data.
 3. Samples: Submit number stated in each specification section, or, if not stated, submit as specified.
 4. Warranties, Maintenance Agreements, Industry Standards, and Operating/Maintenance Manuals: Submit four (4) copies.
 5. Electronic Copies: Where deemed necessary or applicable to the project, electronic copies may allowed to be provided in lieu of hard copies. Prior written approval must be granted before electronic copies shall be deemed acceptable. This clause does not apply to samples and/or mock-ups.
- G. Accompany submittals with transmittal form provided by Architect, containing:
1. Date.
 2. Project title and number.
 3. Contractor's name and address.
 4. Number of each shop drawing, product data and sample submitted.
 5. Notification of deviations from Contract Documents.
 6. Pertinent data.
- H. Submittals shall include:
1. Date and revision dates.
 2. Project title and number.
 3. Names of:
 - a. Architect/Engineer.
 - b. Contractor.
 - c. Subcontractor.
 - d. Supplier.
 - e. Manufacturer.
 - f. Separate detailer when pertinent.
 4. Identification of product or material.
 5. Relation to adjacent structure or materials.
 6. Field dimensions, clearly identified as such.
 7. Specification section number.
 8. Applicable standards, such as ASTM number or Federal Specification.
 9. A blank space, 8 inch by 3 inch, for Contractor and Architect stamps.
 10. Identification of deviations from Contract Documents.
 11. On each sheet, provide contractor's stamp, initialed or signed, certifying to review of submittal, verification of field measurements and compliance with Contract Documents.
 12. Submittals without Contractor's review stamp on each sheet will be returned, without action, for resubmittal.

1.10 RESUBMISSION REQUIREMENTS

- A. Shop Drawings:
 - 1. Revise initial drawings as required and resubmit as specified for initial submittal.
 - 2. Indicate on drawings any changes which have been made or than those requested by Architect.
- B. Product Data and Samples: Submit new data and samples as required for initial submittal.

1.11 DISTRIBUTION OF SUBMITTALS AFTER REVIEW

- A. Construction Manager to distribute Shop Drawings and copies of Product Data and approved Deferred Approvals (if any), which carry Architect/Engineer stamp, with such reasonable promptness as to cause no delay in Work, but no later than three working days of receipt, to:
 - 1. Job site file.
 - 2. Record Documents file.
 - 3. Prime Contractor.
 - 4. Affected contractors.
 - 5. Owner's Inspector.
- B. Prime Contractor is responsible to coordinate distribution to their subcontractors and internal staff.
- C. Distribute samples which carry Architect's review stamp as directed by Architect.

1.12 ARCHITECT'S DUTIES

- A. As defined in the General Conditions.
- B. Architect will review submittals as originally submitted, as well as first resubmittal, at Architect's own cost.
 - 1. Architect's cost for reviewing additional resubmittals made or required, will be paid by Owner with reimbursement from Contractor by deductive change order.
- C. Action Stamp: Architect will stamp each submittal with uniform, self-explanatory stamp will be appropriately marked, as follows, to indicate action taken:
 - 1. Final Unrestricted Release: Where submittals are marked "**No Exception Taken**", that part of Work covered by submittal may proceed provided it complies with requirements of Contract Documents; final acceptance will depend upon that compliance.
 - 2. Final-But-Restricted Release: When submittals are marked "**Make Corrections Noted**", that part of Work covered by submittal may proceed provided it complies with notations or corrections on submittal and requirements of Contract Documents; final acceptance will depend on that compliance.
 - 3. Returned for Resubmittal: When submittal is marked "**Rejected**" or "**Revise and Resubmit**", do not proceed with that part of Work covered by submittal, including purchasing, fabrication, delivery, or activity.
 - a. Revise or prepare new submittal in accordance with notations; resubmit without delay.
 - 1) Repeat if necessary to obtain different action mark.
 - 4. Do not permit submittals marked "Rejected" or "Revise and Resubmit" to be used at Project Site, or elsewhere where Work is in progress.
- D. Unsolicited Submittals: Architect will return unsolicited submittals to sender without action.

PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION NOT USED

3.01 SUBMITTAL FORM

- A. Refer to Section 01 99 99 for required form.

END OF SECTION

SECTION 01 44 40 SITE SAFETY PROGRAM

PART 1 - GENERAL

1.1 Section Includes

Summary of safety requirements and procedures that are to be followed in addition to the Contractor's Injury and Illness Prevention Program (IIPP). The following items are intended as minimum requirements for Contractors compliance with safety, health, and environmental laws and regulations of safe work practices. This section is **NOT** intended as a complete safety program. Safety shall be in accordance with State and Local Agencies.

1.2 Definitions

- A. Incident – An unexpected happening causing loss or injury, including, without limitation, accidental or unanticipated events involving the potential for personal injury, illness or property damage.
- B. Job Hazard Analysis (JHA) – A task-driven planning document used to help ensure every task receives proper safety assessment and planning.
- C. Competent Person – One who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, is knowledgeable of applicable regulations and who has authorization to take prompt corrective measures to eliminate them.

1.3 General Requirements

- A. The requirements set forth in this Section are complementary to, and do not supersede, the requirements of the General Conditions or other provisions of the Contract Documents pertaining to safety. In the event of a conflict between or among provisions relating to safety or protection, the provision that requires the greater degree and higher level of action, care, caution or protection shall govern.
- B. Contractor shall comply fully with all Federal, State and/or Local safety related laws, orders, citations, rules, regulations, standards and statutes.
- C. The Contractor has sole responsibility, on a twenty-four (24) hour day, seven (7) day week basis, for initiating, maintain and supervising all safety precautions and programs in connection with the performance of the work. No actions, inspection or approvals by the Owner, or other acting on behalf of the Owner shall diminish such Contractor responsibility.
- D. Contractor shall be responsible for any additional tier Contractors (second and lower tier Contractors) under the first tier Contractor's control. Sub-tier contractors are expected to comply with these minimum safety standards, and Federal, State and/or Local safety related laws orders, citations, rules, regulations, standards and statutes.
- E. Contractor shall have sole responsibility for providing a safe workplace in performing its work and for its employees and its Sub-tier Contractors employees.
- F. Contractor shall make Construction Manager immediately aware of any unique safety, health, or environmental concerns related to their work and make timely efforts to notify other affected contractors working on site and protect the public from hazards.
- G. If Contractor or Sub-tier contractor employs non-English speaking tradespeople, the Contractor and/or Sub-tier contractor shall have supervisory personnel (Superintendent or foreman) proficient in English and the foreign language(s) relative to these tradespeople.

- H. A site-specific "Project Safety Plan" shall be prepared by the Contractor and submitted to Construction Manager for its review prior to mobilizing at the site. The Project Safety Plan must include, at a minimum and without limitation (but not limited to):
 - a. The work to be performed at this project location (Scope of work) and how that work will be done safely taking into consideration the workers, inspectors, visitors, and the general public (e.g. students, faculty, pedestrians, etc.).
 - b. Indoctrination course process before any person starts on the project
 - c. How will this be submitted to Construction Manager
 - d. Project-specific "Emergency Response Action Plan" in accordance with applicable laws and contract requirements.
- I. Contractor shall inform Construction Manager immediately of any safety or health inspections or other actions by Cal/OSHA, EPA, AQMD, Water Control Board, Health Department, or other Governmental Authorities.
- J. Contractor is responsible for maintaining all postings required by Applicable Laws and the Contract Documents, such as, but not limited to, the Cal/OSHA poster, Cal/OSHA 300 & 301 logs, First Aid Register, accident reports, equipment inspection records, and health and safety training records for workers.
- K. Contractor shall provide First Aid Kit/supplies in accordance with Cal/OSHA for their employees and comply with governing regulations.
- L. Contractor shall provide Fire Extinguishers of the appropriate size and type to be used and in accordance with NFPA recommendations for the type of exposure.

1.4 Pre-Construction

- A. Prior to receiving the first payment, Contractor shall:
 - a. Submit to Construction Manager a copy of its Project specific Injury and Illness Prevention Plan (IIPP).
 - b. Submit to Construction Manager a copy of its Project specific Material Data Safety Sheets (MSDS).
 - c. Submit to Construction Manager a copy of its Heat Illness Prevention Plan (HIPP).
 - d. Submit to Construction Manager, and update as required, Contractor's Hazard Communication Program, Safety Data Sheets (SDS), and chemical inventory list for the project.
 - e. Submit a list of all First Aid/CPR trained employees on the project, expiration dates, and update when requested by Construction Manager.
 - f. Submit to Construction Manager a list identifying their "Competent Person" for the following activities (as they apply) such as, but not limited to the following, along with documented training:
 - i. Demolition
 - ii. Lead Abatement
 - iii. Asbestos Abatement
 - iv. Ladder Inspection
 - v. Trench/Excavation and Shoring
 - vi. Scaffold Erection and Inspection
 - vii. Fall Protection
 - viii. Steel Erection

- g. Submit to Construction Manager a list of their **Forklift Operators** that will be on the project, copies of their certification, expiration date, and update when new operators arrive on site.
- B. A Competent Person shall be readily available on-site during any of the referenced activities above, or activity identified by Construction Manager and/or Owner.

1.5 Project Safety Orientation and Training

- A. All Contractor and Subcontractor's employees are required to complete a site-specific health and safety orientation provided/facilitated by the respective trade contractor before each new personnel starts.
- B. Each indoctrination form (provided by trade contractor) shall be submitted to Construction Manager before the new personnel starts. Should Construction Manager not receive the form, the new personnel shall be removed from the site until such orientation and indoctrination form has been provided. Any impact this may have on the timely performance of the respective activity or dependent trades, shall be at the expense of this trade contractor.
- C. Contractor is responsible for all safety, health and environmental training related to their work.
- D. Contractor shall certify that each operator of mobile equipment such as forklifts, cranes, boom lifts, etc., has been trained and/or certified on the proper operation of the equipment. Copies of proof of training or certification shall be submitted to Construction Manager.
 - a. Proof of training or certification of mobile crane operators must be provided for each specific crane (type and rating) they are assigned to operate.
- E. Contractor must establish a prompt and effective method of providing health and safety communications such as safety alerts, bulletins, regulatory updates, etc. to all employees of Contractor and Subcontractors on the Site.

1.6 Injury and Accident Reporting

- A. Contractors are required to notify Construction Manager's Project Superintendent immediately of any incident/accident. This includes any member of the general public, third party, and/or property damage.
- B. A detailed written accident report is to be furnished to Construction Manager within **twenty-four (24) hours of the incident/accident**.
- C. Additional information such as, but not limited to the following, shall be provided to Construction Manager once available; copies of all reports of any injury to their employees and/or accidents/incidents involving other people (e.g. general public) or property damage caused by their actions.
- D. Signed statements shall be from witnesses of their observations. Witness statements shall contain the name and permanent address of the witness.
- E. Recommendations to prevent recurrence of the incident shall be documented, communicated to all employees of the Contractor (e.g. tailgate meeting), and signed copies shall be submitted to Construction Manager on the same day they are conducted.
- F. Contractors are required to notify Construction Managers Project Superintendent the same day of any "near-miss" incidents.
- G. A written report of the "near-miss" incident is to be furnished to Construction Manager within **twenty-four (24) hours**.

1.7 Safety Meetings

- A. Contractor shall conduct weekly safety meetings for their crew(s) and sub-tier contractors in compliance with Cal/OSHA standards, which address the specific hazards associated with their trade, signed by attendees, and shall provide a copy of the meeting minutes to Construction Manager weekly.
- B. Contractor's Superintendent and/or Foreman shall be present at all Construction Manager scheduled safety/coordination meetings.
- C. Contractor personnel will attend any meeting, such as an "all hands safety meeting", scheduled by the Construction Manager related to safety.

1.8 Safety Inspections

- A. Contractor shall designate an on-site safety representative (e.g. Superintendent, Foreman), who shall conduct and document a weekly safety inspection of their work areas, and submit a copy to Construction Manager on the same day the inspection was performed.
- B. Any and all conditions that may affect the safety of persons or property will be noted in writing for immediate correction.

1.9 Disciplinary Policy and Enforcement

- A. A plan for disciplinary action for violations of known safety requirements shall be part of the Contractor's IIPP.
- B. The program is the minimum safety standards established for this project, and is not intended to take the place of a Contractor's Disciplinary Policy.
- C. The Construction Manager reserves the right to stop Contractor's work if the Construction Manager believes the Contractor is not performing their work in compliance with any applicable safety laws or regulations or agreed upon safety action plan/program (e.g. JHA, Crane pick plan). The work activity will cease until corrective action is taken by the Contractor.
- D. If Contractor fails to take corrective action, the Construction Manager, in its discretion, shall have the right, but not the obligation, to take corrective action and to charge the cost and/or expense thereof against Contractor.
- E. Safety Hazard Notifications will be sent to Contractor observed violating safety regulations. Failure to correct the unsafe condition(s) noted on the Safety Hazard Notification is in violation of their contract, and may result in payments being withheld until the conditions noted are corrected.
- F. The Contractor agrees to enforce compliance with the following disciplinary actions as a result of committing a safety violation:
 - a. **Action Level One (1)** – If Construction Manager observes that Contractor has failed to comply with any safety requirements applicable to the work, the Construction Manager will have the right, but not the obligation, to issue a written "Notice of Safety Non-Compliance" to the Contractor. The Construction Manager will have the further right, but not the obligation, to forward a "Warning Letter for Safety Non-Compliance" and a copy of the Notice of Safety Non-Compliance to the Contractor's reputed Executive in charge, such as its President or Operations Manager, and Contractor's Sureties.

- b. **Action Level Two (2)** – If an observed non-compliance with safety requirements is not corrected by Action Level One, or if the Contractor repeatedly fails to comply with the safety requirements applicable to the Project, the Construction Manager shall have the right, but not the obligation, to issue a “Written Notice of Temporary Job Suspension” to the Contractor and its Sureties. The Contractor may not resume Work until the Construction Manager and the Contractor’s reputed Executive in charge, such as its President or Operations Manager, have met and the Contractor has demonstrated that it is prepared and able to take specific and adequate corrective actions. Actions that the Construction Manager may, in the exercise of its sole discretion, require of Contractor include, but are not limited to, the following:
 - i. Removal of certain Contractor or Subcontractor personnel from the site
 - ii. Alteration of the Contractor’s or Subcontractor’s job procedures
 - iii. The Contractor shall not resume work until proposed corrective actions are reviewed by the Construction Manager and the Construction Manager has agreed to the work proceeding. The Construction Manager will document the meeting results in the form of meeting minutes, a copy of which will be provided to the Contractor and maintained at the site.
- c. **Action Level Three (3)** – If Action Levels One and Two do not result in the Contractor’s performance being brought into compliance with applicable safety requirements, then other actions, including, without limitation, contract termination may result. A Contractor whose contract is terminated in accordance with this procedure will be ineligible to bid or participate in future projects.
- d. Nothing stated above or in this section shall be interpreted as creating or implying any obligation on the part of the Owner or Construction Managers to issue any notices, whether formal or informal, to Contractor in the event of an incident or of circumstances involving the risk of an incident. Notices issued to Contractor, whether or not in the forms suggested above, shall be complied with by Contractor. Nothing stated above shall be interpreted as limiting any right’s or remedies to the exercise of procedures set forth above or in this section.
- e. **IMMINENT DANGER** (any conditions or practices in any place of employment which are such that a danger exists which could reasonably be expected to cause death or serious physical harm) – Any imminent danger type safety violations shall result in **immediate suspension** and/or permanent removal from all Construction Manager Project(s).

1.10 Barricades, Signs and Perimeter Protection

- A. Contractor shall notify Construction Manager for approval to remove any barricades (e.g. guardrails), and other perimeter protection (e.g. fencing) and/or floor opening covers.
- B. Contractor shall ensure that all their jobsite personnel understand that removal of any barricades and other perimeter protection and/or floor opening covers must have prior approval from Construction Manager.
- C. Contractor shall notify all trades affected by the removal of any barricade, perimeter protection and/or floor opening cover, and will be solely responsible for area and worker safety during the period of temporary removal.

- D. Contractor shall return to proper condition and maintenance, any barricade, perimeter protection and/or floor opening cover removed because of their work.
- E. Contractor shall be responsible for placing appropriate signs (e.g. Powder Actuated Tool in Use) to warn employees and other trades.

1.11 Clothing and Personal Protective Equipment (PPE)

- A. Without limitations to any other requirements of Applicable Laws or the Contract Documents, Contractor and Subcontractor is responsible for providing all Personal Protective Equipment (PPE) for their employees (e.g. hard hats, safety glasses, face shield, harness, lanyard, N-95 particulate mask, respirator, high visibility vest, hearing protection, etc.).
- B. Contractor is responsible for adequate training for the use of PPE that their employees will wear and/or use as required by applicable Cal/OSHA standards.
- C. Contractors employees, which include field personnel, management, vendors, lower tier-sub, and visitors must comply with the minimum PPE requirements of the project:
- D. Hard hats (ANSI Z89.1 or equivalent) shall be worn at all times while on the construction project site, except in the break areas and construction offices.
- E. Welders must wear a hard hat when using welding hoods.
- F. No metal hard hats, "cowboy" style hard hats, or bump caps allowed.
- G. Safety glasses (ANSI Z87.1 or equivalent) that meet Cal/OSHA standards for the exposure shall be worn at all times while on the construction project site, except in the break areas and construction offices.
- H. This includes employees with prescription eye wear.
- I. High visibility vests (Class 2 vest minimum) or shirts; safety green or yellow, shall be worn at all times and must be the outermost garment while on the construction project site, except in the break areas and construction offices.
- J. ANSI 107-2010 Class 3 vests are required for workers with high task loads in a wide range of weather conditions and where traffic exceeds 50 mph. These work activities could include but not limited to all roadway construction personnel, vehicle operators, utility workers, survey crews, emergency responders, and railway.
- K. Construction work boots (ANSI Z41.1 or equivalent) shall be worn at all times during the course of all construction activities. They must be substantial leather boots with good rubber soles.
- L. Additional foot protection (i.e. metatarsal guards, steel toe) may be required if there is a danger of foot injury due to falling objects, rolling objects, etc.
- M. Loafers, sandals, tennis shoes, running shoes, or open-toed shoes are not proper work shoes for the construction site and are not permitted.
- N. Long Pants are required at all times. No sweat pants.
- O. Shirts must have a minimum four (4) inch sleeve length over shoulders and shall be worn at all times.
- P. Tank tops, cut-offs, net shirts, sleeveless shirts are prohibited on the Projects.

1.12 Cranes and Rigging

- A. Contractor shall create a written "Lift Plan" for all crane picks regardless of the capacity, and must be submitted to Construction Manager at least 72 hours prior to the work activity for review. The following documents must also be included in the "Lift Plan":
 - a. Copies of the Crane Certifications (annual and quadrennial)

- b. Copy of the Crane Operators Certification
- c. The name and supporting documents for qualified riggers and signal persons, which will be provided by the Contractor.
- d. Lifts that exceed 75% (Critical Lift) of the rated capacity of the crane or derrick, or requires the use of more than once crane or derrick, requires:
- e. Contractor's Senior Management written approval (submit to Construction Manager)

1.13 Fall Protection and Prevention

- A. Contractor shall enforce a 100% fall protection policy for any work done above 6 feet; exceptions are for specific trades (connectors, roofers, etc.) that shall comply with Cal/OSHA standards. Fall protection must be used anytime employees are working (whether moving or stationary) in an unprotected elevation per Cal/OSHA standards, and anytime workers are in an area where there could occur a fall from a surface that is not protected by handrails, hole-covers, guardrails or other approved fall elimination device.
- B. Contractors shall submit to Construction Manager a Written Fall Protection Plan if implementing a Controlled Access Zone (CAZ) or Controlled Decking Zone (CDZ) at least 72 hours prior to the work activity for review. Written Fall Protection plan must comply with Cal/OSHA standards.
- C. Contractors shall submit to Construction Manager documentation of training on Personal Fall Arrest System (e.g. harness, lanyard, anchor point) if any employee will be utilizing a body harness.

1.14 Floor Openings

- A. Contractor shall be responsible for covering floor openings it has created by complying with Cal/OSHA standards for protecting floor openings.

1.15 Hazardous Materials and Toxic Substances

- A. Contractor is responsible for the generation, management, and proper disposal of any hazardous material, toxic substances, or any related materials or substances, as defined or included in the definition of "hazardous material" under any applicable Federal, State, or Local Law, Regulation or Ordinance.
- B. Contractor agrees to submit a written request to Construction Manager Superintendent at least 72 hours prior to arrival of any large quantities (more than 55 gallons) of gasoline, diesel fuels and any solvent onto the site. Construction Manager Superintendent may or may not grant approval at his/her sole discretion.
- C. Contractor agrees to not bring hazardous wastes on site or generate hazardous waste without notifying Construction Manager at least 72 hours in advance for authorization.
- D. Contractor using any hazardous material or toxic substance shall notify all other contractors employees on the Project of their use, and what measures should be taken to prevent exposure.
- E. No chemical or material creating noxious or toxic fumes shall be used on the site without notifying Construction Manager Superintendent at least 72 hours in advance for authorization, which approval may be granted or withheld in the sole discretion of Construction Manager Superintendent.

- F. All incidents involving exposures to or releases of potentially hazardous substances must be reported immediately, verbally, and followed in writing within 24 hours to Construction Manager Superintendent.

1.16 Housekeeping

- A. Contractor shall perform their work so as to maintain the Project site in a clean, safe and orderly condition.
- B. Contractor is responsible for clean-up and removal of their debris, excess material, trash, waste, tools, etc., on a daily basis. All work areas shall be kept clean at all times. If Contractor fails to perform this function, Construction Manager reserves the right to charge the Contractor for clean-up performed on their behalf by others.

1.17 Job Hazard Analysis (JHA)

- A. The Contractor and/or its lower tier Contractors shall develop and complete a Job Hazard Analysis (JHA) for critical activities identified by Contractor, lower tier Contractor, Construction Manager, and/or Owner.
- B. The JHA's are to be completed by a supervisor familiar with the work activity to be performed.
- C. The JHA will break down the work activity into key steps, identify the hazards associated with each step, and the controls to either eliminate, avoid and/or protect against potential accident.
- D. The supervisor will review the completed JHA with the crew performing the work activity.
- E. The completed JHA will be kept by the Contractor for future reference and a copy of the Completed JHA will be submitted to Construction Manager.

1.18 Respiratory Protection

- A. Contractor employing persons who will be using respirators shall prepare and abide by a written Respiratory Protection Program for protection of employees who will be wearing a respirator.
- B. A copy of the Respiratory Protection Program shall be submitted to Construction Manager at least 72 hours prior to the commencement of work. The program shall comply with Cal/OSHA regulations and must include at least the following:
 - C. Proper respiratory selection
 - D. Proper respiratory training, and the required fit test procedures
 - E. Proper respirator cleaning, sanitation, inspection and maintenance
 - F. Respirator users medical clearance.

1.19 Scaffold

- A. Contractor shall inspect their scaffold prior to use each day by their designated Competent Person.
- B. Contractor shall have written document of their inspection and submitted to Construction Manager upon completion of the inspection.

- C. Contractor shall also have at each access point (e.g. ladder, stair tower), a "green" inspection tag. This tag shall also be signed by the Scaffold Competent Person daily prior to use as verification of their inspection.
- D. Untagged scaffolds shall not be used.

1.20 Storm Water Pollution Prevention Program (SWPPP)

- A. Contractor shall train their employees on the Best Management Practices (BMP's) to prevent erosion and silt infiltration into storm drains and tributaries.
- B. Contractor shall be responsible for any damages to the existing erosion control in place.
- C. Contractor shall abide by the Project SWPPP established by bid documents.
- D. Refer to Specification section 01 57 13

1.21 Temporary Power (Electrical) and Lighting

- A. Contractor shall ensure that all temporary power cords are heavy-duty construction grade, and are in good condition, and correct voltage and amperage rating.
- B. Contractor shall utilize Ground Fault Circuit Interrupters (GFCI) to protect all temporary electrical wiring and cord sets.
- C. Assured grounding (quarterly inspections) may be used in conjunction with GFCI protection, but is not permitted as an alternative to GFCI protection.
- D. Contractor is responsible for providing work task lighting for its employees and lower tier Contractors.

1.22 Tools and Equipment

- A. All tools and equipment on the construction site shall be used in accordance with the safety requirements of applicable laws, as well as manufacturer's instructions and guidelines. Tools and equipment shall not be altered in any way to adapt it for a use or task for which the manufacturer does not intend it without specific written approval by the manufacturer of the tools and/or equipment approving of such adaptations or alterations under the specific circumstances of such use or task. All written approvals by the manufacturer must be submitted to Construction Manager at least 72 hours prior to the work activity for review. All tools and equipment shall not be left unattended, and shall be locked and secured when not in use.

1.23 Traffic Control

- A. Contractor is required to provide all traffic control provisions including but not limited to permit costs, flaggers, trench plates, barricades, and other temporary measures as determined necessary by local governing agencies (e.g. Cal/MUTCD) and Construction Manager to accommodate continued, safe vehicular and pedestrian traffic at all times when it is impacted by their work. This includes impacts caused by any work, deliveries, or other activities in and around the construction site, or in the public right-of-way.
- B. Contractor may be required to submit an approved Traffic Control Plan (TCP) to Construction Manager 72 hours prior to the work activity for review.

1.24 Trench and Excavation

- A. Contractor shall inspect their trench and/or excavation prior to use each day by their designated Competent Person, regardless of the depth.
- B. Contractor shall have written document of their inspection and submitted to Construction Manager upon completion of the inspection.
- C. Contractor shall provide appropriate barricades to protect people from falling into the trench/excavation.

PART 2 – PRODUCTS NOT USED

PART 3 – EXECUTION NOT USED

END OF SECTION

SECTION 01 45 29
TESTING LABORATORY SERVICES

PART 1 -- GENERAL

1.01 SUMMARY

Division 0, Contract Requirements and Division 1, General Conditions apply to this Section.

1.02 DESCRIPTION

A. Work Included:

1. Cooperate with the Owner's selected testing agency and all others responsible for testing and inspecting the Work.
2. The Contractor shall provide other testing and inspecting as in this Section and/or elsewhere in the Contract Documents.

B. Related Work:

1. Requirements for testing may be described in other Sections of the Project Manual.
2. Where no testing requirements are described, but the Owner decides that testing is required, the Owner may require the testing to be performed under current pertinent standards. Payment for testing will be made as described in this Section.

C. Work Not Included:

1. Selection of testing laboratory: The Owner will select a pre-qualified independent testing laboratory.
2. Payment for initial testing: The Owner will pay for all initial services of the testing laboratory except as further described in Article 2.01 of this Section.

1.03 QUALITY ASSURANCE

- A. The testing laboratory will be qualified to the Owner's approval in accordance with ASTM E329.
- B. Testing will be in accordance with all pertinent codes and regulations, and with selected standards of the American Society for Testing and Materials.

PART 2 -- PRODUCTS

2.01 PAYMENTS FOR TESTING INVOLVING NON-COMPLIANCE

When initial tests indicate non-compliance with the Contract Documents, the costs of initial tests as well as costs of subsequent retesting occasioned by the non-compliance will be paid by the Owner and the amount deducted from the Contract Sum.

2.02 SPECIFIC TESTS AND INSPECTIONS

- A. Provide all tests and inspections required by the 2007 California Building Code, required by provisions of the Contract Documents, and such other tests and inspections as are dictated by the Architect.

- B. Tests include, but are not necessarily limited to, those described in detail in Part 3 of this Section.

PART 3 -- EXECUTION

3.01 TAKING SPECIMENS

The testing personnel, unless otherwise provided in the Contract Documents, shall take all specimens and samples for testing. The testing laboratory will provide all sampling equipment and personnel. The testing laboratory will perform all deliveries of specimens and samples to the testing laboratory.

3.02 COOPERATION WITH TESTING LABORATORY

Provide access to the Work at all times and at all locations where the Work is in progress. Provide facilities for such access to enable the laboratory to perform its functions properly.

3.03 OWNER NOTIFICATION

- A. The Contractor shall notify the Owner's representative a sufficient time in advance of the manufacture of material to be supplied by him under the Contract Documents, which must be tested according to the terms of the Contract, in order that the Owner may arrange for the testing of same at the source of supply.
- B. Any material shipped by the Contractor from the source of supply prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from said representative that such testing and inspection will not be required and shall not be incorporated in the job.

3.04 TEST REPORTS

A copy of all test reports shall be forwarded to both the Owner and the Architect by the testing agency. Such reports shall include all tests made, regardless of whether such tests indicate that the material is satisfactory or unsatisfactory. Samples taken but not tested shall also be reported. Records of special sampling operations as required shall also be reported. The reports shall show that the material or materials were sampled and tested in accordance with the requirements of California Building Code and with the approved specifications. Test reports shall show the specified design strength. They shall also state definitely whether or not the material or materials tested comply with requirements of the Contract Documents.

3.05 SOIL INSPECTING AND TESTING

- A. Make required inspections and tests including, but not limited to:
1. Visually inspect on-site and imported fill and backfill, making such tests and retests as are necessary to determine compliance with the Contract requirements and suitability for the proposed purpose.
 2. Make field density tests on samples from in-place material as required.
 3. As pertinent, inspect and test the scarifying and recompacting of cleaned subgrade; inspect the progress of excavating, filling, and grading; make 90% density tests at fills and backfills; and verify compliance with provisions of the Contract Documents and governmental agencies having jurisdiction.
- B. Make and distribute necessary reports and certificates.

3.06 CONCRETE TESTING AND INSPECTIONS

- A. General: Concrete testing and inspection shall comply with Chapter 19 requirements for "Testing and Inspection," CBC, Current Edition.
- B. Portland cement:

1. Secure from the cement manufacturer Certificates of Compliance delivered directly to the concrete producer for further delivery directly to the testing laboratory.
 2. Require the Certificates of Compliance to positively identify the cement as to production lot, bin or silo number, dating and routing of shipment, and compliance with specified standards.
 3. If so required by the Architect, promptly provide such other specific physical and chemical data as requested.
 4. One sample shall be taken for each 100 tons of cement except that when used in bulk loading ready-mix plants where separate bins for pre-tested cement are not available, grab samples shall be taken for each shipment of cement placed in the bin with not less than one sample being taken for each day's pour and such samples shall be subsequently tested if required by the Architect, Structural Engineer (or the Office of the State Architect.)
- C. Aggregate:
1. Provide on test unless character of material changes, material is substituted, or additional test as requested by the Architect.
 2. Sample from conveyor belts or batching gates at the ready-mix plant:
 - a. Sieve analysis to determine compliance with specified standards and grading;
 - b. Specific gravity test for compliance with specified standards.
- D. Laboratory design mix:
1. Laboratory design mix shall comply with Structural Engineers requirements as stated in Section 02550 and 03300 as found in these specifications.
 2. After acceptance of aggregate, and whenever character or source of materials is changed, provide mix design in accordance with ACI 613.
 3. Provide designs for all mixes prepared by a licensed Civil Engineer registered in the State of California.
- E. Molded concrete cylinders:
1. Provide three test cylinders for each 50 cubic yards, or fraction thereof, of each class of concrete of each day's placement.
 2. Test one cylinder at seven days, one at 28 days, and one when so directed.
 3. Report the mix, slump, gage, location of concrete in the structure, and test results.
 4. Take specimens and make tests in accordance with the applicable ASTM standard specifications.
- F. Core tests:
1. Provide only when specifically so directed by the Architect because of low cylinder test results.
 2. Cut from locations directed by the Architect, securing in accordance with ASTM C42, and prepare and test in accordance with ASTM C39.
 3. Cores shall be of a diameter determined by the Testing Laboratory but no less than 4" in diameter.
- G. Placement inspections:

1. The Owner's Inspector shall inspect placement of concrete.
2. Throughout progress of concrete placement, make slump tests to verify conformance with specified slump.
3. Using all required personnel and equipment, throughout progress of concrete placement verify that finished concrete surfaces will have the level or slope that is required by the Contract Documents.
4. A project record shall be kept on the time and date of placing concrete in each portion of the structure. Such record shall be kept until the completion of the structure and shall be open to inspection by the Owner and his Representatives.

H. Batch plant inspections:

1. The quality and quantity of materials used in transit mixed concrete and in batched aggregate shall be continuously inspected at the location where materials are measured by a specifically approved inspector.

3.07 MORTAR AND GROUT TESTS

- A. General: Mortar and grouts tests shall comply with Chapter 21 requirements of the CBC, Current Edition, for "Tests and Inspections."
- B. At the beginning of all masonry work, at least one test sample of the mortar and grout shall be taken on three successive working days and at least one-week intervals thereafter. The samples shall be continuously stored in moist air until tested. They shall meet the minimum strength requirement given in Section 04100 of these Specifications.
- C. Additional samples shall be taken whenever any change in materials or job conditions occur, or whenever in the judgment of the Architect, Structural Engineer (or the Division of the State Architect), such tests are necessary to determine the quality of the material.

3.08 CONCRETE REINFORCEMENT INSPECTION AND TESTING

- A. General: Concrete reinforcement inspection and testing shall comply with Chapter 19 requirements for "Inspections of Welded Reinforcement Bars," CBC 1998.
- B. Prior to use, test all reinforcement steel bars for compliance with the specified standards.
 1. Where samples are taken from bundles delivered from the mill, with the bundles identified as to heat number, and provided the mill analysis accompanies the report, then, one tensile test and one bend test shall be made on a specimen from each 10 tons or fraction thereof for each size of reinforcing steel.
 2. Tag identified steel at the supplier's shop. When steel arrives at the job site without such tags, test it as unidentified steel.
- C. Unidentified Steel:
 1. Have the testing laboratory select samples consisting of two pieces, each 18" long, of each size.
 2. Have the testing laboratory make one tensile test and one bend test for each 2-1/2 tons or fraction thereof of each size of unidentified steel.
 3. Costs of tests for unidentified steel will be paid by the Owner and deducted from the Contract sum.
- D. Provide continuous inspection for all welding of reinforcement steel.

3.09 STRUCTURAL STEEL INSPECTING AND TESTING

- A. Prior to use, test all structural steel for compliance with the specified standards.

1. Material identified by mill test reports, and certified by the testing laboratory, does not require additional testing. Require the supplier to furnish mill test reports to the laboratory for certification.
 2. Tag identified steel at the supplier's shop. When steel arrives at the job site without such tags, test it as unidentified steel.
- B. Unidentified Steel:
1. Have testing laboratory make one tensile test and one bend test for each five tons or fraction thereof of each shape and size of unidentified structural steel.
 2. Costs of tests for unidentified steel will be paid by the Owner and deducted from the Contract sum.
- C. Shop Welding:
1. Provide qualified testing laboratory inspector. The jurisdictional authority shall approve inspector.
 2. On single pass welds, inspect after completion of welding prior to painting.
 3. On multiple pass welds, and on butt welds with cover pass on the backside, provide continuous inspection.
- D. Field Welding: Provide continuous inspection by a qualified testing laboratory inspector. The jurisdictional authority shall approve inspector.

3.010 ROOFING AND WATERPROOFING INSPECTING AND TESTING

- A. Prior to start of membrane waterproofing and roofing installation, conduct a job site meeting attended by representatives of the installing subcontractors, the Contractor's field superintendent, the testing laboratory inspector, and the Architect, to agree upon procedures to be followed.
- B. Prior to start of installation, verify that the materials at the job site comply with the specified standards, that the subcontractor is qualified to the extent specified, and that the installing personnel are fully informed as to procedures to be followed.
- C. During installation, verify that materials are installed in strict accordance with the manufacturers' recommendations as accepted by the Architect.
- D. When so directed by the Architect, make test cuts to verify conformance with the specified requirements.

3.011 SCHEDULES FOR TESTING

- A. Establishing schedule:
1. By advance discussion with the testing laboratory selected by the Owner, determine the time required for the laboratory to perform its tests and to issue each of its findings.
 2. Provide all required time within the construction schedule.
- B. Adherence to schedule: When the testing laboratory is ready to test according to the established schedule, but is prevented from testing or taking specimens due to incompleteness of the Work, all extra charges for testing attributable to the delay may be back-charged to the Contractor and shall not be borne by the Owner.

3.012 INSPECTION BY THE OWNER

The Owner or his representative shall at all times have access to the shops wherein Work is being fabricated or assembled and inspection is required. The Contractor shall provide safe access for such inspection.

3.013 OWNER'S INSPECTOR

An inspector employed by the Owner in accordance with the requirements of California Building Code Amendments will be assigned to the Work. The work of construction in all stages of progress shall be subject to the personal continuous observation of the inspector. He shall have free access to any or all parts of the work at any time. The Contractor shall furnish the inspector reasonable facilities for obtaining such information as may be necessary to keep him fully informed respecting the progress and manner of the work and the character of the materials. Inspection of the work shall not relieve the Contractor from any obligation to fulfill this contract. The inspector and/or Owner shall have authority to stop the work whenever the provisions of the Contract Documents are not being complied with and the Contractor shall instruct his employees accordingly.

3.014 OWNER'S INSPECTOR -- FIELD OFFICE

The Contractor shall provide for the use of the Owner's Inspector a temporary office to be located as directed by the Inspector and to be maintained until the Owner authorizes removal. This office shall be of substantial waterproof construction with adequate natural light and ventilation by means of stock design windows. The door shall have a lock. The Contractor shall provide a table satisfactory for the study of plans and two chairs. The Contractor shall provide and pay for adequate electric lights, private local telephone service with a loud exterior bell, and adequate heat or air conditioning for this field office until completion of the Contract. Minimum area of field office shall be 144 square feet.

*** END OF SECTION ***

**SECTION 01 50 00
CONSTRUCTION FACILITIES**

PART 1- GENERAL

1.1 SECTION INCLUDES

- A. Furnishing and installing required temporary facilities as indicated and/or specified as required for proper performance and execution of each Trade Contractor's Contract.
- B. Related documents include the General Conditions and Supplemental Conditions.
- C. This applies to all trades unless noted otherwise.

1.2 REGULATORY REQUIREMENTS

- A. Comply with governing regulations and utility company regulations and recommendations.
- B. Comply with pollution and environmental protection regulations for use of water and energy, for discharge of wastes and storm drainage from Project Site, and for control of dust, air pollution and noise.
- C. Temporary construction shall conform to requirements of State, County, and Local authorities and underwriters which pertain to operation, health, safety, and fire hazard. Contractor shall furnish and install items necessary for conformance with such requirements, whether or not called for under the separate divisions of these specifications.

1.3 TEMPORARY WATER

- A. The Site Demo, Earthwork and Grading Bid Category Contractor will obtain a water meter/backflow preventer for site development and for the course of construction. Water source will be from the nearest hydrant. It will be the Prime Contractor's responsibility to transport construction water from the water source to the construction site.
- B. Trade Contractor shall only use water from the designated location. Building facility may be used IF temporary water is available.

1.4 TEMPORARY SANITARY FACILITIES

- A. Temporary chemical type toilet facilities and enclosures will be provided.
- B. Building facilities will not be used.

1.5 FENCES AND BARRICADES

Temporary fencing, a minimum six feet high with locked entrance gates to enclose the Work will be provided to deter unauthorized entry, vandalism and/or theft.

Any Trade Contractor requiring fencing above and beyond what is being provided by the Construction Manager for execution of their work, shall furnish, install and maintain same as required.

- A. The County will not provide a security service. If the County opts to provide construction cameras for limited security, the County and Construction Manager shall be held harmless by Prime Contractors and their subcontractors for any and all materials, equipment, tools, etc. which may be stolen, vandalized, or found missing.
- B. Refer to Appendix "C" for site fencing and logistics.

1.6 TEMPORARY TELEPHONE SERVICE

- A. The County will not provide a phone at the site for Trade Contractor's use. Each contractor shall provide their own cell phone and service. Note: Cell Phones are only allowed to be used in designated locations.

1.7 CONSTRUCTION EQUIPMENT

- A. Trade Contractor shall erect, equip, and maintain construction equipment in strict accordance with applicable statutes, laws, ordinances, and regulations of authority having jurisdiction.
- B. Trade Contractor shall provide, maintain, and move upon completion of the Work, all temporary rigging, scaffolding, hoisting equipment, rubbish chutes, ramps, stairs, runways, platforms, ladders, railings, and other temporary construction as required for all work hereunder.

1.8 STORAGE

- A. Operations of the Trade Contractor, including storage of materials, shall be confined to areas approved by Construction Manager. Trade Contractor shall be liable for damage caused by him during such use of property of the County or other parties. Trade Contractor shall hold the County, Program Manager and Construction Manager along with their respective officers, employees and agents, and the Architect and his employees, free and harmless from liability of any nature or kind arising from any use, trespass, or damage caused by his operations on premises of third persons. Storage facilities shall provide protection of products from excessive cold, heat, moisture, humidity, or physical abuse as specified in the respective sections for the products stored. Each Contractor requiring same shall provide their own temporary storage and security for same.
- B. Include cost to move storage bins, trailer, equipment, tools, and materials at storage area at least once for construction phasing.
- C. Refer to the construction schedule for when areas are scheduled to be improved and may require storage bins to be removed. Contractor may need to consider other alternatives for storage if space does not permit.
- D. Any contractor providing storage for their materials and/or performing staging operations will provide the necessary protection to prevent damage to the existing surfaces.

1.9 TEMPORARY JOB OFFICE

- A. The Construction Manager will provide a temporary job office for the Construction Manager's use only. Trade Contractor requiring office space shall provide same IF space permits. All temporary job offices shall be coordinated with the Construction Manager prior to said office being stored onsite. If a temporary office trailer is permitted for contractor use, the County is not responsible for providing power distribution or phone service to said trailer.

- B. Temporary office for County's Inspector shall be provided by the County in accordance with the General Conditions.

1.10 TEMPORARY ELECTRICAL

- A. Temporary construction power will be provided by Electrical Bid Category Contractor.
 - 1. One temporary power box will be placed near the building pad.
 - 2. Any temporary power requirements beyond these provided will be the responsibility of the Contractor requiring same.
 - 3. All welding will be done with self-contained gas powered units.
 - 4. Each Trade Contractor to provide generator power for their operations until temporary power is available or at areas where temporary is not scheduled to be provided.

1.11 TEMPORARY LIGHTING

- A. Each Trade Contractor shall be responsible to provide and maintain all temporary lighting as required to safely access and perform their scope of work.

1.12 TEMPORARY HEAT

- A. Temporary heat will be supplied and maintained by the Trade Contractor requiring same.
- B. Do not use permanent equipment for temporary heating purposes unless specifically noted otherwise in the Contract Documents.

1.13 TEMPORARY VENTILATION

- A. All Contractors shall ventilate enclosed areas to assist cure of materials, dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases as the above may be generated by them.

1.14 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.
- C. Provide protection for plant life and trees designated to remain and for soft and hardscape areas adjacent to work, replace damaged materials as directed by the Architect.
- D. Protect owner-owned, vehicular traffic, stored materials, site and structures from damage.
- E. Construction workers who communicate with students or staff, except in emergency or safety related situations will be immediately removed from the site.

- F. Protect adjacent finishes, and adjacent property from damage.

1.15 NOISE CONTROL

- A. Provide methods, means, and facilities for noise control. Comply with all local ordinances.
- B. Personal AM/FM radios, iPods, MP3 players, and other media devices are not permitted.

1.16 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. Provide dust control during Trade Contractors operations and continuously until such time that Work is substantially complete.

1.17 EXTERIOR ENCLOSURES

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

1.18 ACCESS ROADS

- A. Provide and maintain access to fire hydrants, free of obstructions.
- B. Designated existing on-site roads may be used for construction traffic.
- C. Refer to temporary fencing plan for construction entrances.

1.19 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Each Trade Contractor onsite shall participate in a weekly cumulative Project clean-up at a minimum one (1) hour every Friday. This will require one (1) worker per trade to participate weekly as directed by the Construction Manager. If a trade does not participate, one worker will be appointed on the trade's behalf at a rate of \$75/hour in addition to management and administrative costs.
- C. Each applicable Trade Contractor shall remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to the space being enclosed.
- D. Each applicable Trade Contractor shall broom and vacuum clean interior areas prior to start of surface finishing and continue cleaning to eliminate dust.

- E. Remove waste materials, debris, and rubbish from site periodically and legally dispose off-site.

1.20 PROJECT IDENTIFICATION

- A. A project identification sign may be installed by Construction Manager.
- B. No other signs will be permitted.

1.21 STAGING AREAS

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

1.22 PARKING

- A. The site is limited in size. Short of unloading of materials, equipment, and crews, on-site parking will not be available. Parking will be off-site on the public street.

1.23 GRAFFITI / VANDALISM

- A. Graffiti / vandalism will not be tolerated on any existing or new structure including temporary toilets. Anyone caught defacing any structure will be immediately removed from the site.
 - 1. Temporary toilets with graffiti or those that have been vandalized will be replaced. The expense associated with the replacement will be distributed among all the Trade Contractors on-site.
 - 2. Each Trade Contractor has the sole responsibility of protecting their own work until such work has been accepted by the Owner. Trade Contractor shall be responsible to make all necessary repairs, at their expense, to finish work that has been damaged by graffiti and/or vandalism not accepted by the Owner. The trade contractor shall cover or remove graffiti on their work the day it is discovered.

1.24 NOT USED

- A. Not Used

1.25 STAFF AND CREW REQUIREMENTS

- A. Staffing Requirements
 - a. Trade Contractor shall provide the staffing necessary to ensure the Project is not impacted as a result of being under staffed. Contractor must provide one qualified superintendent, with no less than 5 years of school construction experience.
- B. Crew Requirements
 - a. Separate working crews will be required and contractor shall take this manpower into consideration when meeting their schedule obligation.

1.26 WATER CONSERVATION

- A. Attention is directed to these specifications which require the use of water for the construction of this project. Attention is also directed to state and local ordinances regarding water conservation and storm drain pollution control measures.
- B. The Contractor shall, whenever possible and not in conflict with the specifications and ordinances, minimize the use of water during construction of the project. Watering equipment, hose, piping and valves shall be kept in good working order; water leaks shall be repaired promptly; and washing of equipment, except when necessary for safety or for the protection of the equipment, shall be discouraged. Wash water from such activities shall not be discharged into storm drains.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION