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

ITEM: 3.28
(ID # 29861)
MEETING DATE:
Tuesday, March 24, 2026

FROM : RUHS-BEHAVIORAL HEALTH

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH: Youth Wellness Village Project, formerly known as the Harmony Haven Children & Youth Wellness Center - Approval of In-Principle and Preliminary Project Budget; California Environmental Quality Act Exempt Section 15061 (b)(3); Approve the Facilities Management One-Time Project Exemption; Approve Progressive Design Build Agreement with PMB Beaumont, LLC.; Ratify and Approve the Professional Services with Boulder Associates for architectural services, District 5. [Total Cost $149,832,696 – 92% State Funds, 4% Opioid Settlement Fund - 22860, 4% General Fund] (4/5 Vote Required).

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Youth Wellness Village Project for inclusion in the Capital Improvement Program (CIP);
2. Approve in-principle the Youth Wellness Village pursuant to Board Policy B-22;
3. Approve a preliminary project budget in the not-to-exceed amount of $149,764,466 for the Project;
4. Approve the Facilities Management Service One-Time Project Exemption from Project Management;
5. Authorize the RUHS Behavioral Health Department to act as Authorized Entity pursuant to Board Policy B-11 for this Project;

Continued on Page 2
ACTION:4/5 Vote Required, Policy, CIP

Matthew Chang
Matthew Chang, Director 2/3/2026

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:	Medina, Spiegel, Washington, Perez, and Gutierrez
Nays:	None
Absent:	None
Date:	March 24, 2026
xc:	RUHS-BH

Kimberly A. Rector
Clerk of the Board
By: _____
Deputy

RECOMMENDED MOTION: That the Board of Supervisors:

6. Delegate project management authority Project to the Director of RUHS Department of Behavioral Health, or designee, in accordance with applicable Board policies, to manage including the authority to utilize consultants on the approved pre-qualified list for services in connection with the Project, and within the approved project budget;
7. Approve the Progressive Design Build Agreement with PMB Beaumont, LLC. through construction documents, and authorize the Chair of the Board to execute the Agreement on behalf of the County;
8. Ratify and approve the Professional Services Agreement with Boulder Associates for architectural services for FY 2025/2026 in the amount of $68,230; and authorize the Chair of the Board to sign and execute the agreement on behalf of the County;
9. Authorize the RUHS Behavioral Health Director, or Designee, to administer the Agreement with Boulder Associates in accordance with applicable Board Policies, based on the availability of fiscal funding and as approved as to form by County Counsel to sign amendments that exercise the options of the Agreement including modifications of the statement of work that stay within the intent of the Agreement;
10. Direct the Purchasing Agent to issue Purchase Orders for the project's cost not to exceed the approved project amount;
11. Approve the use of Opioid Settlement Funds and ARPA Interest for use of Proposition 1 Behavioral Health Continuum Infrastructure Program Match Funds; and
12. Approve and Direct the Auditor Controller to make the budget adjustment as shown on Schedule A.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ 14,646,947	$ 53,607,610	$ 149,832,697	$ 0
NET COUNTY COST	$ 0	$ 0	$ 0	$ 0
SOURCE OF FUNDS: 92% State Grant, 4% Opioid Settlement Fund 22860, 4% General Fund			**Budget Adjustment:** Yes **For Fiscal Year:** 25/26 – 27/28	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On December 3, 2024 (M.O. 3.62), the Board granted Riverside University Health System – Behavioral Health (RUHS-BH) with authority to apply for and accept Proposition 1 Behavioral Health Continuum Infrastructure Program (BHCIP) Round 1 grant funding for the Youth Wellness Village, formerly known as the Harmony Haven Children & Youth Wellness Center and was subsequently awarded in May 2025. This project would provide a comprehensive campus for children/adolescents to include the following program components: Mental Health Urgent Care, 30-bed adolescent residential substance use disorder (SUD) facility, 16-bed Psychiatric Residential Treatment Facility, 6-bed Short-Term Residential Therapeutic Program, and outpatient mental health and SUD services for children/youth. RUHS-BH recommends that the Board approve the project in-principle with a preliminary project budget in the amount of $149,764,466.

Additionally, on October 3, 2025 (M.O. 3.34), the Board authorized RUHS-BH to apply for and accept Proposition 1 BHCIP Round 2 funding in an effort to add a Community Treatment Facility (CTF) to the campus. That grant application is outstanding and award notifications will be released in the spring of 2026. One of the grant application requirements was to submit a conceptual design of the facility. RUHS-BH worked in cooperation with Project Management Office (PMO) to release a RFP for this work. Three bids were received and Boulder Associates was deemed the most responsive bidder. RUHS-BH is requesting the Board to ratify and approve the agreement with Boulder Associates.

Upon grant award notification, RUHS-BH, in cooperation with the PMO worked to issue a Request for Qualifications (RFQ) for the project team including a developer and/or general contract and an architect. Four bids were received for the project, and PMB LLC and Snyder Langston were deemed the most responsive bidder. This process allowed RUHS-BH alongside legal counsel to negotiate a Progressive Design Build agreement, with PMB Beaumont, LLC, the joint venture created by the bidders. This delivery method enables RUHS-BH to engage in early contractor involvement, which reduces risk, accelerates project schedules, and lowers costs through collaborative, two-phase, qualifications-based selection. This process also requires a guaranteed maximum price (GMP) and the ability to "off-ramp" if a GMP cannot be reached, minimizing public risk. The Progressive Design Build agreement will be brought to the Board in two separate phases: 1) predevelopment stages, including but not limited to entitlements, schematic design, design development, and construction documents; and 2) construction agreement with a GMP.

The contract documents for the first phase of the progressive design build agreement have been drafted and RUHS-BH is recommending that the Board approve the Progressive Design Build Agreement with PMB Beaumont, LLC. through construction documents.

Additionally, RUHS-BH requests a one-time exemption from the requirement to utilize Facilities Management for Project Management. Allowing RUHS-BH to directly manage the Youth Wellness Village will streamline decision-making and approval processes, maintain schedule compliance under grant deadlines, avoid duplicative project management costs, preserve clear lines of accountability, and ensure quality control and regulatory compliance.

Impact on Residents and Businesses

These services are a component of RUHS's system of care aimed at improving the health and safety of its patients and the growing community.

Additional Fiscal Information

RUHS-BH was awarded Prop 1 BHCIP grant funding to cover the cost of the Youth Wellness Village. The grant requires a 10 percent match in the form of sunk costs, property equity, or cash. The required match is $14,997,647 and is provided through braided funding including property value and sunk costs in the amount of $118,730, previously approved State General Fund Appropriation from Senator Ochoa Bogh in the amount of $2.5 million. RUHS-BH is

requesting a budget adjustment for the $12.3 million balance of match funds through braided funding of $6,189,459 of Opioid Settlement Funds and $5,957,488 of ARPA Interest.

Contract History and Price Reasonableness

In May 2025, RUHS-BH, in conjunction with PMO released RFQ FM0841001446 for design build entities to develop a site plan and construct the new BH facilities the Youth Wellness Village. RUHS-BH now recommends that the team of PMB LLC and Snyder Langston be selected for and awarded this project.

On August 29, 2025, RUHS-BH in conjunction with PMO released RFP Project FM08410014830 for architectural design services related to the conceptual and schematic design of the CTF. The RFP closed on September 11, 2025. Boulder Associates was determined to be the most responsive bidder and was awarded a contract for architectural design services for the CTF.

Schedule A
Budget Adjustment

Increase Appropriations:		
10000-4100200000-525440	Professional Services	$14,646,947
Increase Estimated Revenues:		
10000-4100200000-790600	Contributions from Other County Funds	$12,146,947
10000-4100200000-750340	CA-State Revenue	$2,500,000

ATTACHMENTS:

Attachment A. Boulder Associates Professional Services Agreement
Attachment B. PMB Beaumont LLC Progressive Design Build Agreement Part I
Attachment C. Facilities Management Exemption Request
Attachment D. PMB Beaumont LLC Progressive Design Build Agreement Part II
Attachment E. Harmony Haven PBM Beaumont Design Build Agreement

Brett Austin
Brett Austin, Supervising Accountant 2/24/2026

Melissa Curtis
Melissa Curtis, Deputy Director of Purchasing and Fleet 2/25/2026

Jacqueline Ruiz
Jacqueline Ruiz, Principal Analyst 3/19/2026

Gregg Gu
Gregg Gu, Chief Deputy County Counsel 3/19/2026

PROFESSIONAL SERVICES AGREEMENT

For COMMUNITY TREATMENT FACILITY PROJECT

FM08410014830

This Agreement is made and entered as of the date of the last signature on the signature page of this contract by and between BOULDER ASSOCIATES, INC., a Colorado Stock Corporation, (herein referred to as "CONSULTANT"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY").

WHEREAS, Government Code Section 31000 et seq. authorizes the COUNTY to contract for services with a person who is specially trained and experienced, and who is competent to perform the special services required; and

WHEREAS, CONSULTANT has the expertise, special skills, knowledge and experience to perform the duties set out herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES: CONSULTANT shall perform all services and other activities necessary to Conceptual Design as described in further detail in Exhibit "A" for the Project entitled: Community Treatment Facility Project. CONSULTANT shall provide all services in accordance with this Agreement and as outlined and specified in Exhibit "A", consisting of 2 of pages page(s), attached hereto and by this reference incorporated herein.

1.1 CONSULTANT represents and maintains that it is skilled in the professional calling necessary to perform all services, duties and obligations required by this Agreement to fully and adequately complete the project. CONSULTANT shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONSULTANT further represents and warrants to the COUNTY that it has all licenses, permits, qualifications and approvals of whatever nature are legally required to practice its profession. CONSULTANT further represents that it shall keep all such licenses and approvals in effect during the term of this Agreement.

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

2. PERIOD OF PERFORMANCE: CONSULTANT shall commence performance of services within one (1) calendar day after execution of this Agreement, and shall diligently perform the services to full completion of the Project as required and in accordance with the scheduled Project completion date of October 24, 2025, unless sooner terminated as specified in Paragraph 8, or extended as provided in Paragraph 13. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.

3. COMPENSATION: The COUNTY shall pay the CONSULTANT for services performed and expenses incurred as follows:

3.1 COUNTY shall pay to CONSULTANT for services performed in accordance with the Scope of Services set forth in Exhibit "A". The total amount of compensation paid to CONSULTANT under this Agreement shall not exceed the maximum of Sixty-eight thousand, two hundred thirty ($68,230) per Exhibit B, unless a written amendment to the Agreement is executed by both parties prior to performance of additional services.

3.2 Reimbursable expenses, if applicable, are defined in Exhibit "B".

3.3 Said compensation shall be paid in accordance with an invoice submitted to COUNTY by CONSULTANT within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice.

3.4 Unless otherwise stated in Exhibit "B", the basis for the monthly invoice and payment thereon shall be on a percentage completion basis to be billed monthly.

4. INDEPENDENT CONTRACTOR: COUNTY retains CONSULTANT on an independent contractor basis. CONSULTANT is not, and shall not be considered to be in any manner, an employee, agent or representative of the COUNTY. CONSULTANT shall not be entitled to any benefits payable to employees of COUNTY including County Workers' Compensation benefits. COUNTY is not required to make any deductions from the compensation payable to CONSULTANT under this Agreement, and as an independent contractor, CONSULTANT hereby holds COUNTY harmless from any and all claims that may be made

against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

Personnel performing any services under this Agreement on behalf of CONSULTANT shall at all times be under CONSULTANT'S exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel in connection with their performance of service and as required by law. CONSULTANT shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance.

5. CONSULTANT'S RESPONSIBILITY: It is understood that the CONSULTANT has the skills, experience and knowledge necessary to perform the services agreed to be performed under this Agreement, and that the COUNTY relies upon the CONSULTANT'S representations about its skills, experience and knowledge to perform the CONSULTANT'S services in a competent manner. Acceptance by the COUNTY of the services to be performed under this Agreement does not operate as a release of said CONSULTANT from responsibility for the work performed. It is further understood and agreed that the CONSULTANT is apprised of the scope of the work to be performed under this Agreement and the CONSULTANT agrees that said work can and shall be performed in a fully competent manner.

6. INDEMNITY AND HOLD HARMLESS

6.1 Basic Indemnity. To the fullest extent permitted by Applicable Laws, CONSULTANT agrees to defend (through legal counsel reasonably acceptable to County), indemnify, and hold harmless County of Riverside, its Agencies, Districts, Departments and Special Districts, Board of Supervisors, elected and appointed officials, and each of their respective directors, members, officers, employees, agents, representatives and volunteers ("Indemnitee(s)"), and each of them, from any and all Losses that arise out of or relate to any act or omission constituting ordinary and not professional negligence (including, without limitation, negligent breach of contract), recklessness, or willful misconduct on the part of CONSULTANT

or its Subconsultants, or their respective employees, agents, representatives, or independent contractors.

CONSULTANT further agrees to and shall indemnify and hold harmless the Indemnitees from all liability arising from suits, claims, demands, actions, or proceedings made by agents, employees or subcontractors of CONSULTANT for salary, wages, compensation, health benefits, insurance, retirement or any other benefit not explicitly set forth in this contract and arising out of work performed for County pursuant to this Agreement. The Indemnitees shall be entitled to the defense and indemnification provided for hereunder regardless of whether the Loss is in part caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating CONSULTANT to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of Paragraph 6.2, below.

6.2 Indemnity for Design Professional Services. To the fullest extent permitted by Applicable Law, CONSULTANT agrees to defend through legal counsel reasonably acceptable to County, indemnify and hold harmless the Indemnitees, and each of them, against any and all Losses that arise out of, pertain to, or relate to, any negligence, recklessness or willful misconduct constituting professional negligence on the part of CONSULTANT or its Subconsultants, or their respective employees, agents, representatives, or independent contractors. The Indemnitees shall be entitled to the defense, and indemnification provided for hereunder regardless of whether the Loss is, in part, caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating CONSULTANT to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of this section. CONSULTANT shall defend and pay, all costs and fees, including but not limited to attorney fees, cost of investigation, and defense, in any loss, suits, claims,

demands, actions, or proceedings to the extent and in proportion to the percentage, such costs and fees arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONSULTANT arising out of or from the performance of professional design services under this Agreement. The duty to defend applies to any alleged or actual negligence, recklessness, willful misconduct of CONSULTANT. The cost for defense shall apply whether or not CONSULTANT is a party to the lawsuit, and shall apply whether or not CONSULTANT is directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or found to be actively negligent, but only in proportion to the percentage of fault or negligence of CONSULTANT.

Without affecting the rights of County under any other provision of this Agreement, CONSULTANT shall not be required to indemnify or hold harmless or provide defense or defense costs to an Indemnitee for a Loss due to that Indemnitee's negligence, recklessness or willful misconduct; provided, however, that such negligence, recklessness or willful misconduct has been determined by agreement of CONSULTANT and Indemnitee or has been adjudged by the findings of a court of competent jurisdiction.

CONSULTANT agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this section from each and every Subconsultant, of every Tier.

CONSULTANT's indemnification obligations under this Agreement shall not be limited by the amount or type of damages, compensation or benefits payable under any policy of insurance, workers' compensation acts, disability benefit acts or other employee benefit acts.

The Indemnitees shall be entitled to recover their attorneys' fees, costs and expert and consultant costs in pursuing or enforcing their right to defense and/or indemnification under this Agreement.

7. INSURANCE: Without limiting or diminishing the CONSULTANT'S obligation to indemnify or hold the COUNTY harmless, CONSULTANT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONSULTANT has employees as defined by the State of California, the CONSULTANT shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONSULTANT'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than $2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONSULTANT shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than

$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. Professional Liability:

CONSULTANT shall maintain Professional Liability Insurance providing coverage for the CONSULTANT'S performance of work included within this Agreement, with a limit of liability of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate. If CONSULTANT'S Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONSULTANT shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that CONSULTANT has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue as long as the law allows.

E. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONSULTANT must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed $500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this

Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CONSULTANT'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONSULTANT shall cause CONSULTANT'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) shall contain the covenant of the insurance agent/producer that thirty (30) days written notice shall be given to the County of Riverside prior to cancellation of such insurance except ten (10) days for cancellation due to nonpayment. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified copies of the policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. ***CONSULTANT shall not commence operations until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, review original of the policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance. Upon COUNTY'S request,***

CONSULTANT shall make available for inspection by County Risk Manager, at a mutually agreeable location, copies of CONSULTANT'S insurance policies.

4) It is understood and agreed to by the parties hereto that the CONSULTANT'S insurance shall be construed as primary insurance, and the COUNTY'S insurance/or deductible and/or self-insured retentions or self-insured program shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance in the scope of work; or, the term of this Agreement, including any extension thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONSULTANT has become inadequate.

6) CONSULTANT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONSULTANT agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

8. TERMINATION: COUNTY may, by written notice to CONSULTANT, terminate this Agreement in whole or in part at any time. Such termination may be for COUNTY'S convenience or because of CONSULTANT'S failure to perform its duties and obligations under this Agreement including, but not limited to, the failure of CONSULTANT to timely perform services pursuant to the Scope of Services described in Exhibit "A" of this Agreement.

8.1 Discontinuance of Services. Upon Termination, CONSULTANT shall, unless otherwise directed by the Notice, discontinue all services and deliver to the

COUNTY all data, estimates, graphs, summaries, reports, and other related materials as may have been prepared or accumulated by CONSULTANT in performance of services, whether completed or in progress.

8.2 Effect of Termination For Convenience. If the termination is to be for the convenience of the COUNTY, the COUNTY shall compensate CONSULTANT for services satisfactorily provided through the date of termination. CONSULTANT shall provide documentation deemed adequate by COUNTY to show the services actually completed by CONSULTANT prior to the date of termination. This Agreement shall terminate thirty (30) days following receipt by the CONSULTANT of the written Notice of Termination.

8.3 Effect of Termination For Cause. If the termination is due to the failure of CONSULTANT to fulfill its obligations under this Agreement, CONSULTANT shall be compensated for those services which have been completed in accordance with this Agreement and accepted by the COUNTY. In such case, the COUNTY may take over the work and prosecute the same to completion by contract or otherwise. Further, CONSULTANT shall be liable to the COUNTY for any reasonable additional costs incurred by the COUNTY to revise work for which the COUNTY has compensated CONSULTANT under this Agreement, but which the COUNTY has determined in its sole discretion needs to be revised in part or whole to complete the Project. Prior to discontinuance of services, the COUNTY may arrange for a meeting with CONSULTANT to determine what steps, if any, CONSULTANT can take to adequately fulfill its requirements under this Agreement. In its sole discretion, County's Representative may propose an adjustment to the terms and conditions of the Agreement, including the contract price. Such contract adjustments, if accepted in writing by the Parties, shall become binding on CONSULTANT and shall be performed as part of this Agreement. In the event of termination for cause, unless otherwise agreed to in writing by the parties, this Agreement shall terminate seven (7) days following the date the Notice of Termination was mailed to the CONSULTANT. Termination of this Agreement for cause may be

considered by the COUNTY in determining whether to enter into future agreements with CONSULTANT.

8.4 Notwithstanding any of the provisions of this Agreement, CONSULTANT'S rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty, or a willful or material breach of this Agreement by CONSULTANT, or in the event of CONSULTANT'S unwillingness or inability for any reason whatsoever to perform the duties hereunder, or if the Agreement is terminated pursuant to Section 8. In such event, CONSULTANT shall not be entitled to any further compensation under this Agreement.

8.5 Cumulative Remedies. The rights and remedies of the parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

9. CONFLICT OF INTEREST: CONSULTANT covenants that it presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by it under this Agreement.

10. ADMINISTRATION: The Behavioral Health Director, Riverside University Health System, or designee shall administer this Agreement on behalf of COUNTY.

11. ASSIGNMENT: This Agreement shall not be assigned by CONSULTANT, either in whole or in part, without prior written consent of COUNTY. Any assignment or purported assignment of this Agreement by CONSULTANT without the prior written consent of COUNTY will be deemed void and of no force or effect.

12. NONDISCRIMINATION: CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, physical condition, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial

employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

13. ALTERATION: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. No additional services shall be performed by CONSULTANT without a written amendment to this Agreement.

CONSULTANT understands that the County Purchasing Agent or the County Board of Supervisors are the only authorized COUNTY representatives who may at any time, by written order, make any alterations within the general scope of this Agreement.

If CONSULTANT feels that any work requested of it is beyond the scope of services under this Agreement, any claim by the CONSULTANT for adjustment under this paragraph shall be made within thirty (30) days of when the CONSULTANT is requested to perform the disputed scope of work.

14. LICENSE AND CERTIFICATION: CONSULTANT verifies upon execution of this Agreement, possession of a current and valid license and certification in compliance with any local, State, and Federal laws and regulations relative to the scope of services to be performed under Exhibit "A", and that services(s) will be performed by properly trained and licensed staff.

15. CONFIDENTIALITY: CONSULTANT shall maintain the confidentiality of any and all records and information accessed or processed under this Agreement. CONSULTANT shall not disclose, except as permitted by this Agreement or as authorized by the COUNTY, any oral or written communication, information, or effort of cooperation between COUNTY and CONSULTANT, or between COUNTY and CONSULTANT and any other party.

16. DOCUMENTS: The COUNTY acknowledges that the CONSULTANT'S reports, drawings, specifications, field data, field notes, laboratory test data, calculations, estimates and other similar documents are instruments of professional service, not products. Although ownership of such documents normally is retained by the CONSULTANT they nonetheless shall in this instance become upon their creation the property of the COUNTY whether the Project is constructed or not. The COUNTY may use design documents and the designs depicted in them,

without the CONSULTANT'S consent, in connection with the Project, or other COUNTY Projects, including, without limitation, future additions, alterations, connections, repairs, information, reference, use or occupancy of the Project(s). Any reuse of the documents by COUNTY without the written consent of the CONSULTANT shall be at COUNTY'S sole risk and without liability or legal exposure to the CONSULTANT, and COUNTY shall indemnify, defend and hold the CONSULTANT harmless from any claims or losses arising out of such use of the design documents by the COUNTY.

16.1 Upon completion of each phase of work described in Exhibit "A", the CONSULTANT shall furnish to the COUNTY three (3) copies of the deliverables, and/or documents completed for that phase as specified in Exhibit "A". Upon approval thereof by the COUNTY, the CONSULTANT shall furnish one reproducible set along with an electronic copy on Compact Disk (CD) of the deliverables and/or documents.

17. JURISDICTION, VENUE: This Agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California.

18. WAIVER: Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the COUNTY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or stopping COUNTY from enforcement hereof.

19. SEVERABILITY: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

20. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein. Any modifications to the terms of this Agreement must be in writing and signed by the parties herein.

21. NOTICES: All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one (1) day after their deposit in the United States Mail, postage prepaid:

22.

COUNTY:	CONSULTANT:
Economic Development Agency	Boulder Associates, Inc.
Project Management Office	300 Spectrum Center Drive, Ste. 730
3403 Tenth St., Suite 400	Irvine, CA 92618
Riverside, CA 92501	Attn: Darci Hernandez
Attn: Melissa Noone	

ELECTRONIC SIGNATURES/COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

23. The party hereto for the COUNTY has caused their duly authorized representative to approve the contents of this Agreement as representative of the COUNTY'S requirements for

this project.

[Signature Provisions on Following Page]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representative to execute this Agreement.

CONSULTANT:

BOULDER ASSOCIATES, INC

By: Darci Hernandez

Title: Associate Principal Architect

DATED: 24/Mar/26

By: Darci Hernandez
Darci Hernandez (Mar 24, 2026 10:57:42 PDT)

Federal Tax I.D. No. 84-0817826

COUNTY OF RIVERSIDE

RECOMMENDED FOR APPROVAL

DATED: _____

By: _____

_____, Deputy Director

_____ Project Management Office

COUNTY OF RIVERSIDE

DATED: _____

By: _____

Melanie Hurst, Procurement Contract Specialist

Riverside County Purchasing and Feet

Purchase Order No. _____

APPROVED AS TO FORM:

Minh C. Tran

County Counsel

DATED: 10/23/25

By: _____

Deputy County Counsel

COUNTY OF RIVERSIDE

By: Karen S. Spiegel

KAREN SPIEGEL
CHAIR, BOARD OF SUPERVISORS

DATED: MAR 2 4 2026

ATTEST:
KIMBERLY A. RECTOR, Clerk

By _____
DEPUTY

MAR 2 4 2026 3.28

solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this Project. CONSULTANT's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONSULTANT shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by CONSULTANT pursuant to this Agreement

II. ADDITIONAL SERVICES

1. Renderings or Video Walk-Throughs: CONSULTANT shall provide renderings as out
2. Finish Boards: Conceptual interior materials will be included in PDF format by the CONSULTANT.
3. Sustainability: CONSULTANT will work with COUNTY to understand and outline sustainability goals.
4. Site Visits: CONSULTANT shall provide COUNTY with one site visit.
5. Meetings: CONSULTANT agrees to Six one (1) hour weekly meetings with the

III. TERMS AND CONDITIONS

1. The COUNTY consultants shall provide all necessary information, documentation, and decisions required for the CONSULTANT to perform its services in a timely manner. Delays in providing such information may impact the project schedule and may result in adjustments to the CONSULTANT's fee and/or timeline.
2. Any field investigations conducted by the CONSULTANT or its subconsultants of existing buildings, structures, or site conditions shall be for conceptual development purposes only. Such investigations shall not be construed as comprehensive surveys or sufficient to generate as-built documentation. Additional scope for detailed survey work, if required, shall be contracted separately.
3. In the event that the project is placed on hold or suspended by the COUNTY for more than thirty (30) consecutive calendar days, the CONSULTANT shall be entitled to an equitable adjustment of the compensation and schedule upon reactivation of the project. Additional fees may be applied to cover costs associated with project re-start, including but not limited to project re-familiarization and re-coordination.
4. The CONSULTANT shall include services to identify the need for testing and abatement of hazardous materials as part of the conceptual design scope. However, CONSULTANT is not responsible for performing such testing directly unless separately contracted to do so. All testing, sampling, and abatement must be performed by qualified professionals retained by the COUNTY, unless otherwise agreed in writing.
5. Services required as a result of significant changes in the scope, size, complexity, or character of the project, as initially defined in the Scope of Work, shall constitute

Additional Services. Compensation for such services shall be negotiated and agreed upon in writing prior to commencement of the additional work.

6. If the agreed-upon design phase schedule is exceeded by more than ten percent (10%) through no fault of the CONSULTANT or its subconsultants, the CONSULTANT shall be entitled to an equitable increase in compensation to account for the additional time, effort, and resources expended. Any such increase shall be documented in a written amendment to the agreement.

IV. All reports prepared by CONSULTANT for COUNTY containing the results of the services performed hereunder shall be the sole property of the COUNTY and may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including without limitation, duplication and/or distribution within the County or to third parties. CONSULTANT shall not release or circulate in whole or in part such reports without the prior authorization of the COUNTY.

EXHIBIT B
PAYMENT PROVISIONS

CONSULTANT NAME: BOULDER ASSOCIATES
PROGRAM NAME: COMMUNITY TREATMENT FACILITY PROJECT

CONSULTANT agrees to invoice the COUNTY up to $68,230, which shall be all inclusive of expenses/costs necessary to complete the work specified in Exhibit A, for the term of September 15, 2025, through October 24, 2025. Each invoice shall be submitted on signed CONSULTANT letterhead and shall include dates of service and amount being claimed. CONSULTANT shall be paid only in accordance with an invoice submitted to COUNTY by CONSULTANT within thirty (30) days of services being rendered and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of approved invoice. The COUNTY's total maximum obligation under this agreement will not exceed $68,230 for all invoices associated with this agreement.

CONSULTANT shall be reimbursed on a lump sum basis as specified herein. The fee breakdown is as follows:

CONCEPT DESIGN SERVICES	
Design Fee- Fee Breakdown	Total
Architectural Design	$58,730
Cost Estimating	$7,500
Fee Distribution- Fee Breakdown	
Programming and Concept Development	$38,715
Renderings and Color Floor/Site Plans	$ 27,515
Reimbursables (TOTAL)	
Design Fee:	$66,230
Reimbursables:	$2,000
Total	**$68,230**

FY 25.26 Boulder Associates Inc- CTF_PSA-AATF

Final Audit Report 2026-03-24

Created:	2026-03-23
By:	Aaron Wonzo-Cordero (a.wonzocordero@ruhealth.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAa3eQoSMiveCPdQsc_WtDBHq_0r2SLtDy

"FY 25.26 Boulder Associates Inc- CTF_PSA- AATF" History

Document created by Aaron Wonzo-Cordero (a.wonzocordero@ruhealth.org)
2026-03-23 - 7:28:51 PM GMT

Document emailed to Boulder Associates (dhernandez@boulderassociates.com) for signature
2026-03-23 - 7:29:00 PM GMT

Email viewed by Boulder Associates (dhernandez@boulderassociates.com)
2026-03-23 - 7:38:08 PM GMT

Signer Boulder Associates (dhernandez@boulderassociates.com) entered name at signing as Darci Hernandez
2026-03-24 - 5:57:40 PM GMT

Document e-signed by Darci Hernandez (dhernandez@boulderassociates.com)
Signature Date: 2026-03-24 - 5:57:42 PM GMT - Time Source: server

Agreement completed.
2026-03-24 - 5:57:42 PM GMT

DOCUMENT 00 52 53

AGREEMENT – OWNER-DESIGN/BUILDER

This Agreement is effective as of March 24 2026, by and between PMB Beaumont LLC (hereinafter "**Design/Builder**"), and the County of Riverside (hereinafter "**Owner**") acting by and through its Board of Supervisors. When used in this Agreement, the term "**Parties**" shall refer to and include Design/Builder and Owner. In consideration of the mutual covenants hereinafter set forth, Design/Builder and Owner agree as follows:

I. PHASE ONE SERVICES

A. Upon full execution of this Agreement form and Issuance by Owner of a Notice to Proceed for Phase One Services, Design/Builder shall commence Phase One Services for the Project. Phase One Services shall refer to and include the provision by Design/Builder of design and pre-construction services pursuant to Document 01 11 50 (Summary of Work – Design and Pre-Construction Services), Document 00 52 50.53 (Construction Management Services), and Document 00 60 01 (Guaranteed Maximum Price Development) to a level sufficient to prepare a Guaranteed Maximum Price for the Project. Design/Builder shall comply with the terms of the Contract in providing the Phase One Services.

B. The Design/Builder shall prepare and submit to Owner a Guaranteed Maximum Price for consideration and evaluation by Owner pursuant to Document 00 60 01 (Guaranteed Maximum Price Development). Upon receipt of the Guaranteed Maximum Price Owner shall, at its sole and absolute discretion, determine whether to exercise its Option to amend the Contract pursuant to Section II of this Agreement.

C. If Owner does not exercise its Option to amend the Contract pursuant to Section II of this Agreement the Parties shall proceed as provided in Section VII.F of Document 00 60 01 (Guaranteed Maximum Price Development). Owner shall pay Design/Builder the Phase One Contract Price pursuant to the terms and conditions of the Contract Documents.

D. Unless authorized in writing by Owner, during Phase One Services, the Design/Builder shall not mobilize on the Project Site, purchase any construction materials, equipment or supplies, or perform any construction activity on the Site. Notwithstanding this provision, during Phase One Services, Design/Builder may perform necessary investigations and tests at the Project site as part of its planning and design services required to develop the Guaranteed Maximum Price.

E. Owner shall pay the Design/Builder for the Phase One Services in accordance with Article IV and the applicable provisions of the Contract Documents.

MAR 2 4 2026
3.28

II. OWNER'S OPTIONAL PHASE TWO SERVICES

A. If Owner, at its sole and absolute discretion, elects to exercise its Option to amend the Contract to include the Phase Two Services, Owner shall prepare and transmit to the Design/Builder the Amendment for Phase Two Services in the form attached to this Document 00 52 53 as Exhibit B. Design/Builder shall execute and return a fully-signed copy of the Amendment for Phase Two Services within ten (10) days after receipt.

B. Upon receipt by Owner of a fully executed Amendment for Phase Two Services, Design/Builder shall:

1. Provide, furnish, and perform all necessary planning, architectural, engineering, all other design services of any type, procurement, permitting and support services, construction, landscaping, clean-up, all other construction services of any type, and shall provide and furnish all necessary supplies, materials and equipment (except those to be provided by Owner, if any) and all necessary supervision, labor, and services required for the complete engineering, design, procurement, quality assurance, construction and all necessary installation, start-up and testing required for the Work to be a complete, operational, and fully functional Project, as further described in Sections 01 11 50 (Summary of Work – Design and Pre-Construction Services), Document 00 52 50.53 (Construction Management Services), and 01 11 53 (Summary of Work). Design-Builder shall not be required to provide Owner Secured Permits.

2. The all-inclusive obligations of the Design/Builder set forth in the Contract Documents are referred to as the **Work**. Design/Builder shall fully commission and deliver the Work to Owner as a complete, operational, and fully functional portion of the Project. Without limiting the generality of this Document 00 52 53, Design/Builder shall provide the following work and Services:

(a) Design/Builder shall prepare complete designs, engineering, working drawings, shop drawings and generate documents, drawings and/or engineering analysis setting forth in detail the specifications and requirements for the purchasing and procurement of the services, materials and equipment and for construction of the Work, and shall furnish the services of all necessary supervisors, engineers, designers, draftsmen, and other personnel necessary for the preparation of those drawings and specifications required for the Work, including the pertinent information for natural gas, water supply, and any other utilities, as required.

(b) Design/Builder shall provide, install and complete as specified and pay for all labor, materials and equipment, tools, supplies, construction equipment and machinery, construction, start-up and testing, utilities, transportation, and other facilities and services (including any temporary materials, equipment, supplies and

facilities) necessary for the proper execution and completion of the Work, including the permanent interconnection for electricity, natural gas, water supply, waste drainage systems and any other utilities and demonstration of fully satisfactory operation of all systems and equipment.

(c) Design/Builder shall supervise and direct the Work, and shall furnish the services of all supervisors, forepersons, skilled and unskilled labor, and all other personnel necessary to design and construct the complete, operational, and fully functional Project. Design/Builder shall provide, manage and organize such personnel as necessary to complete the Work in accordance with all requirements of the Contract Documents.

(d) Except for the Owner Secured Permits, Design/Builder shall obtain all governmental and private approvals, licenses, and permits required to complete the Work and shall be responsible for paying the cost of all such approvals, licenses, and permits including any fees imposed by Owner, County, State of California, or federal government. Design/Builder shall design and construct the Work to be a complete, operational, and fully functional part of the Project in full compliance with all Legal Requirements (both public and private), including but not limited to, the standards included and warranties expressed in the Contract Documents and manufacturers' recommendations pertaining to individual items of equipment or systems.

III. PROJECT REPRESENTATIVES

A. Owner may assign all or part of its rights, responsibilities and duties to an Owner Representative. Owner shall inform Design/Builder in writing of such assignment and the extent of Owner Representative's authority. All notices or demands to Owner under the Contract Documents shall be to Owner's Representative at:

RUHS-BH
Attn: Melissa Noon
4095 County Circle Drive
Riverside, CA 92503
mnoone@ruhealth.org

Office of Owner: RUHS-BH
Attn: Matthew Chang
4095 County Circle Drive
Riverside, CA 92503
matthew.chang@ruhealth.org

or to such other person(s) and address(es) as Owner shall provide to Design/Builder from time to time in writing.

B. Design/Builder shall designate an officer or employee to act on its behalf as the Design/Builder Representative within twenty (20) days following the Notice of Award. All notices or demands to Design/Builder under the Contract Documents

shall be to Design/Builder's Representative at: PMB Beaumont LLC, 329 S. Highway 101, Suite 160, Solana Beach, CA 92075, Attention: Benjamin Rosenfeld, or to such other person(s) and address(es) as Design/Builder shall provide to Owner.

IV. CONTRACT PRICE

A. **Phase One Contract Price**. For the Phase One Services, Owner shall pay the Design/Builder the lump sum amount of: Nine Million Nine Hundred and Thirty Four Thousand Nine Hundred and Eighty-Six Dollars ($9,934,986.00).

B. **Phase Two Contract Price**. If Owner, at its sole and absolute discretion, elects to exercise its Option to amend the Contract to provide Phase Two Services, the price for the Phase Two Services shall be the Guaranteed Maximum Price as set forth in the Amendment for Phase Two Services.

1. The Guaranteed Maximum Price shall be the maximum payment amount Owner is obligated to pay as full compensation for the performance of the Work in accordance with the Contract Documents, subject to adjustment as provided in the Contract Documents.

2. The Guaranteed Maximum Price is all inclusive and includes full compensation for the Work, all required approvals from any Authorities Having Jurisdiction, fees, permits, work, all federal, state, and local taxes on materials and equipment, and labor furnished by Design/Builder, Construction General Contractor, Construction Subcontractors, Subcontractors, Sub-consultants, architects, engineers, and vendors or otherwise arising out of Design/Builder's performance of the Work, including any increases in any such taxes during the term of this Agreement. The taxes covered hereby include (but are not limited to) occupational, sales, use, excise, unemployment, FICA, and income taxes, customs, duties, and any and all other taxes on any item or service that is part of the Work, whether such taxes are normally included in the price of such item or service or are normally stated separately. Notwithstanding the foregoing, each party shall bear such state or local inventory, real property, personal property or fixtures taxes as may be properly assessed against it by applicable taxing authorities

C. Design/Builder will provide insurance coverage as outlined in Document 00 73 16 (Insurance Requirements). The Guaranteed Maximum Price will include all costs for insurance the Design/Builder is required by the Contract Documents to carry.

D. During the period of the Phase One Services, the Contract Sum shall be the Phase One Contract Price. If Owner, at its sole and absolute discretion, elects to exercise its Option to amend the Contract to provide Phase Two Services, the Contract Sum shall include the Phase One Contract Price and the Phase Two Contract Price.

V. CONTRACT TIME

A. **Phase One Contract Time.** The Phase One Contract Time shall commence at the time and date set forth in the Notice to Proceed and as set forth in the Contract Documents. Design/Builder shall complete the Phase One Services within the 365 calendar days after the Notice to Proceed. Design/Builder acknowledges that time is of the essence on the Project, and that Owner will be damaged by any delay in achieving completion of the Phase One Work within the Phase One Contract Time.

B. **Phase Two Contract Time.** If Owner, at its sole and absolute discretion, elects to exercise its Option to amend the Contract to provide Phase Two Services, Design/ Builder shall (i) commence Phase Two Services on the date set forth in the Amendment for Phase Two Services, and (ii) achieve Final Completion of the Project within the times set forth in the Amendment for Phase Two Services. Design/Builder agrees that it shall obtain all necessary approvals from Other AHJs that are required to operate the Project within the Contract Time(s), except for Owner Secured Permits.

C. Design/Builder acknowledges that it is responsible for all design and construction of the Project as stated in the Contract Documents, which necessarily includes Design/Builder obtaining all required approvals from any Authorities Having Jurisdiction related to the Project. Design/Builder expressly acknowledges that it accepts any and all time- and cost-related risk relating to such approvals subject to the provisions of the Contract Documents. Design/Builder shall not be responsible for obtaining licenses issued by DHCS or the Owner Secured Permits.

VI. LIQUIDATED DAMAGES

A. Owner and Design/Builder recognize that time is of the essence in this Agreement and that Owner may suffer financial loss in the form of additional contract administration expenses (including but not limited to project management and consultants' expenses, other losses, such as facility lease costs, capitalized interest on bond funding, and delay and loss of public use if the Work is not completed within the time specified in Article V above plus any extensions thereof allowed in accordance with the Contract Documents, Design/Builder and Owner agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of actual damages incurred by Owner because of a delay in completion of the Work. Accordingly, if the Design/Builder fails to achieve Substantial Completion of the construction within the times specified in Article V above, Design/Builder shall pay Owner as liquidated damages and not as a penalty, the following sum of money per Day for each Day after the Contract Time that the Design/Builder **does not achieve Substantial Completion of the Work: Ten Thousand Dollars ($10,000)** per Day, provided however, that Owner shall waive collection of Liquidated Damages for the first sixty (60) days after the Contract Time that the Design/Builder does not achieve Substantial Completion of the Work. The Owner's waiver is extinguished on the sixty-first (61st) day

after the Contract Time that the Design/Builder does not achieve Substantial Completion of the Work. The Owner shall be entitled to assess a maximum amount of Three Million Dollars ($3,000,000) in liquidated damages under this Agreement. The limitation on liquidated damages shall in no way affect the Owner's right to recover damages otherwise available under this Agreement or by applicable law.

B. Liquidated damages for delay shall cover and be in lieu of the actual damages suffered by Owner as a result of delay. Liquidated damages are intended to compensate Owner for damages it incurs as a result of delay, but do not cover the cost of completion of the Work or any other damages not arising solely from delay.

VII. DESIGN/BUILDER'S REPRESENTATIONS AND WARRANTIES

In order to induce Owner to enter into this Agreement, Design/Builder makes the following representations and warranties:

A. Design/Builder has visited the Site and has examined the nature and extent of the Work, Site, locality, actual conditions, as-built conditions, labor availability and all local conditions and Applicable Laws that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the design and the means, methods, techniques, sequences or procedures of construction to be employed by Design/Builder and safety precautions and programs incident thereto.

B. Design/Builder has examined all reports of exploration and tests of subsurface conditions, as-built drawings, drawings or reports, available for design and construction purposes, of physical conditions that have been provided by Owner, including those which are identified in Documents 00 31 19 (Existing Conditions Information) or conditions that may be apparent at the Site.

C. After contract award, Design/Builder will conduct or obtain any additional examinations, investigations, explorations, tests, reports and studies, including but not limited to geotechnical investigations upon which the design will be based, that pertain to the surface and subsurface conditions, as-built conditions, Underground Facilities and all other physical conditions at or contiguous to the Site as Design/Builder considers necessary for the performance or furnishing of Work at the Contract Price, within the Contract Time(s) and in accordance with the other terms and conditions of the Contract Documents.

D. Design/Builder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

E. Design/Builder has given Owner prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered before contract award in or among the Project Criteria, the Contract Documents and as-built drawings and

actual conditions and acknowledges that the written resolution thereof through Addenda issued by Owner is acceptable to Design/Builder.

F. Design/Builder is a limited liability company duly organized, existing, and in good standing under the laws of the State of Delaware, and is duly qualified and licensed to conduct business in the State of California. Design/Builder is a duly licensed contractor, holding an active Class B license issued by the State of California Contractors License Board.

G. Design/Builder shall use only duly California licensed architects, surveyors, and engineers to perform design work.

H. Design/Builder has duly authorized the execution, delivery and performance of this Agreement, the other Contract Documents and the Work to be performed herein. The Contract Documents do not violate or create a default under any instrument, agreement, order or decree binding on Design/Builder.

I. Design/Builder confirms its intent to engage Snyder Langston, LLC as its Construction General Contractor. Design/Builder acknowledges its responsibility to provide Owner with a complete and updated list of Construction Subcontractors and Subcontractors as they become known, and that such listing shall be in accordance with the requirements of Public Contract Code sections 4100, et seq. and section 22185.6. All Construction Subcontractors must be licensed at the time that work commences.

VIII. KEY INDIVIDUALS

A. The individuals Design/Builder named in the Response to Owner's Request for Qualifications were a material element of Owner's selection of Design/Builder to receive the award of the Contract, and performance by those individuals on the Project in their designated roles is of paramount importance to Owner. Those individuals designated as Key Individuals are listed in Exhibit A to this Agreement form, which is hereby incorporated into this Agreement and the Contract Documents.

B. Design/Builder understands, has ascertained and agrees that Owner will actually sustain damages if any Key Individuals are transferred or assigned to other projects or duties materially different than those for which they were identified. Accordingly, throughout the duration of this Agreement, Design/Builder shall:

1. Provide Owner with a minimum ten (10) days prior written notice of any changes of one or more Key Individuals assigned to the Project, including but not limited to a written explanation for the change or changes;

2. Provide a resume or statement of the experience of any person proposed to replace a Key Individual at least fifteen (15) days before the Key Individual leaves the Project. If Owner determines, in its sole discretion, that the proposed replacement is not a suitable replacement,

Design/Builder shall promptly present other suitable candidates until Owner agrees to a replacement.

3. Not replace any Key Individual with any person to whom Owner has a reasonable objection.

4. Pay Owner the sum of $500 per calendar day as liquidated damages, and not as a penalty, if Design/Builder transfers any Key Individual off the Project, or assigns a Key Individual to other projects or to duties materially different than those for which they were listed in the Proposal without Owner's prior written approval, which may be given or withheld in Owner's sole discretion. The amounts will be paid per month, per person, until Owner is satisfied, in its sole discretion, that the replacement person is performing at a standard equivalent to that of the Key Individual replaced, transferred or reassigned. The Design/Builder and Owner agree that such specified measures of liquidated damages shall be presumed to be the damages actually sustained by Owner as defined below, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.

C. The provisions of Article VIII.A, above will not apply if a Key Individual is no longer employed by Design/Builder, dies, or is disabled from performing his or her duties.

IX. CONTRACT AND OTHER DOCUMENTS

A. The Contract Documents which comprise the entire agreement between Owner and Design/Builder concerning the Project consist of the following, each of which is incorporated herein by this reference, including all changes, addenda and modifications thereto:

1. All documents identified on Document 00 01 10, Table of Contents;

2. Response to Owner's Request for Qualifications from Design/Build Entities and including all addenda, attachments and appendices) submitted by Design/Builder;

3. Project Criteria include existing as-built conditions and equipment performance specifications to be used as a reference and not for construction; and

4. Change orders and Contract Modifications executed in accordance with the Contract Requirements.

5 The Program Funding Agreement entered into between Owner and Advocates for Human Potential (AHP), on behalf of the California Department of Health Care Services related to the grant of BHCIP Funds

for the Project, as the same may be amended, supplemented restated from time to time, attached hereto and fully incorporated herein.

B. Any conflict between or among Contract Documents shall be resolved pursuant to Document 00 72 53 (General Conditions – Design/Build).

C. Construction Documents produced by the Design/Builder may serve as contract documents between the Design/Builder, Construction General Contractor, Construction Subcontractors, and Subcontractors. As to Owner and Design/Builder, however, the Construction Documents are prepared as part of the Work and do not replace the Contract Documents.

D. There are no Contract Documents other than those listed above in this Document 00 52 53 (Agreement). The Contract Documents may only be amended, modified, or supplemented as is provided in Document 00 72 53 (General Conditions – Design/Build).

X. MISCELLANEOUS

A. Terms used in this Agreement are defined in Document 00 72 53 (General Conditions – Design/Build) and Section 01 42 53 (References and Definitions) and will have the meaning indicated therein.

B. It is understood and agreed that in no instance is any person signing this Agreement for or on behalf of either party or acting as an employee or representative of either party personally liable on this Contract or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of either party is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

C. Design/Builder shall not assign any portion of the Contract Documents. Design/Builder and the Construction General Contractor may subcontract portions of the Contract Documents only in compliance with Section 00 62 30 (Subcontractor Procurement) and the subcontractor listing requirements of Public Contract Code §§ 4100 et seq. and 22185 et seq.

D. The Contract Price includes all Allowances (if any).

E. In entering into a public contract or a subcontract to supply goods, services or materials pursuant to a public contract, the Design/Builder, Construction General Contractor, Construction Subcontractors, and Subcontractors irrevocably offer(s) 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. § 15) or under the Cartwright Act, (Chapter 2 (commencing with § 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time

Owner tenders final payment to the Design/Builder, without further acknowledgment by the parties.

F. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at Owner's office, and shall be made available to any interested party on request. Pursuant to Labor Code § 1861, Design/Builder represents that it is aware of the provisions of Labor Code § 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Design/Builder shall comply with such provisions before commencing the performance of the Work of the Contract Documents.

G. Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).

H. This Agreement shall be deemed to have been entered into in the State of California and shall be governed in all respects by California law (excluding conflicts of laws).

I. Design/Builder accepts the claims procedures established by Article XII (Claims by Design/Builder/ Non-Judicial Settlement Procedure) of Document 00 72 53 (General Conditions) and Government Code §§ 930 through 930.6.

J. Owner shall have the right to fully review and approve all phases of Design/Builder's design including, but not limited to, drawings, specifications, shop drawings, samples, submittals, reports, and other Contract Documents, as specified in the Contract Documents. Such review, approval and other action shall not relieve Design/Builder of its responsibility for a complete, coordinated design complying with the requirements of the Contract Documents; but rather, such review and approval shall be in furtherance of Owner's monitoring and accepting the design as developed and issued by the Design/Builder, consistent with these Contract Documents. Design/Builder's responsibility to design and construct the Project in conformance with the Contract Documents is absolute.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED **WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION.** A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED **WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION.** ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By Karen S. Spiegel
Karen Spiegel, Chair

ATTEST:

Kimberly Rector
Clerk of the Board

DEPUTY

APPROVED AS TO FORM:

Minh Tran
County Counsel

By: _____
Kristine Bell-Valdez
Deputy County Counsel

FOR THE DESIGN/BUILDER:

PMB BEAUMONT, LLC
By: PMB LLC, a California limited liability company, Manager

By PMB LLC (Mar 26, 2026 08:22:32 PDT)
Benjamin R. Ryan, CFO

By _____

MAR 2 4 2026 3.28

EXHIBIT A to AGREEMENT FORM – OWNER – DESIGN/BUILDER

List of Key Individuals

Chris Voros and Benjamin Rosenfeld

EXHIBIT B to AGREEMENT FORM – OWNER – DESIGN/BUILDER
[FORM OF] **AMENDMENT TO AGREEMENT FORM**

The Agreement dated _____ by and between PMB Beaumont LLC (hereinafter "**Design/Builder**") and The County of Riverside (hereinafter "**Owner**") acting by and through its executive board is hereby amended as follows:

I. PHASE TWO SERVICES

By executing this Amendment below, Design/Builder and Owner agree that the Contract Documents are hereby amended to include the Phase Two Services as stated in Document 00 52 53 and the Contract Documents.

II. GUARANTEED MAXIMUM PRICE

The Guaranteed Maximum Price is _____ ($_____). A true and correct copy of the Design/Builder's final GMP developed in accordance with Document 00 60 01 (Guaranteed Maximum Price Development) is attached hereto as Exhibit 1 and incorporated by reference.

III. PHASE TWO CONTRACT TIME

Design/Builder shall commence the Phase Two Services on _____ and shall achieve Substantial Completion within _____ calendar days and shall achieve Final Completion within _____ calendar days, subject to the requirements of the Contact Documents.

A true and correct copy of the Design/Builder's Project Schedule for the Phase Two Services is attached hereto as Exhibit 2 and incorporated by reference.

IV. DESIGN-BUILDER'S STAFFING PLAN

Design/Builder shall provide the following Key Individuals for the Project. The Design/Builder's staffing plan used to develop the Guaranteed Maximum Price is attached at Exhibit A.

V. PAYMENT AND PERFORMANCE BOND AMOUNTS

The penal sum of the Payment Bond is _____ ($_____) ("Payment Bond Amount"). The penal sum of the Performance Bond shall be equal to the penal sum of the Payment Bond ("Performance Bond Amount").

VI. SCOPE OF AMENDMENT

All other terms and conditions of the Agreement and the Contract Documents remain in full force and effect, except as modified by this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of MAR 2 4 2026.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: Karen S. Spiegel
Karen Spiegel, Chair

ATTEST:

Kimberly Rector
Clerk of the Board

By: _____
DEPUTY

APPROVED AS TO FORM:

Minh Tran
County Counsel

By: _____
Kristine Bell-Valdez
Deputy County Counsel

6433618.1

FOR THE DESIGN/BUILDER:

PMB BEAUMONT, LLC
By: PMB LLC, a California limited liability company, its manager

By: _____
PMB LLC (Mar 26, 2026 08:22:32 PDT)
Benjamin R. Ryan, CFO

By: _____

MAR 2 4 2026 3.28

Harmony Haven PMB Beaumont Design Build Agreement_unsigned

Final Audit Report 2026-03-26

Created:	2026-03-25
By:	Aaron Wonzo-Cordero (a.wonzocordero@ruhealth.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAABLljTnl62FjdtKU37vc1xvVU2eXIIhjV

"Harmony Haven PMB Beaumont Design Build Agreement_unsigned" History

Document created by Aaron Wonzo-Cordero (a.wonzocordero@ruhealth.org)
2026-03-25 - 6:14:01 PM GMT

Document emailed to PMB LLC (ben@pmbllc.com) for signature
2026-03-25 - 6:14:09 PM GMT

Email viewed by PMB LLC (ben@pmbllc.com)
2026-03-26 - 3:15:14 PM GMT

Document e-signed by PMB LLC (ben@pmbllc.com)
Signature Date: 2026-03-26 - 3:22:32 PM GMT - Time Source: server

Agreement completed.
2026-03-26 - 3:22:32 PM GMT

Adobe Acrobat Sign

PROGRESSIVE DESIGN BUILD AGREEMENT (PART I)

FOR

YOUTH WELLNESS VILLAGE LOCATE AT

14700 MANZANITA ROAD, BEAUMONT, CA 92223

BETWEEN

COUNTY OF RIVERSIDE THROUGH THE

RIVERSIDE UNIVERSITY HEALTH SYSTEM – BEHAVIORAL HEALTH

AND

PMB BEAUMONT, LLC

DOCUMENT 00 01 10

TABLE OF CONTENTS – DIVISION 00 AND 01

PROCUREMENT AND CONTRACTING REQUIREMENTS

00 01 10	Table of Contents
00 01 16	Project Criteria

SOLICITATION AND INSTRUCTIONS FOR PROCUREMENT

00 11 19	Request for Qualifications for Progressive Design Build Proposal and Instructions to Respondents
00 11 19.10	Request for Qualifications Questionnaire and Forms
00 20 10	Access, Indemnity and Release Agreement

EXISTING CONDITIONS AND AVAILABLE INFORMATION

00 31 16	Project Budget Information
00 31 19	Existing Conditions Information

PROCUREMENT FORMS AND SUPPLEMENTS

00 42 53	Pre-Construction Cost Form
00 45 19	Non-Collusion Affidavit
00 45 40	Proposal Form – Respondent Certifications

CONTRACTING FORMS AND SUPPLEMENTS

00 51 00	Notice of Award
00 51 01	Notice of Intent to Award
00 52 50.53	Construction Management Services
00 52 53	Agreement Form - Owner-Design/Builder
00 54 53	Design/Builder's Staffing Plan
00 55 00	Notice to Proceed for Phase One Services
00 60 01	Guaranteed Maximum Price Development
00 61 13.12	Construction Performance Bond
00 61 13.16	Construction Labor and Material Payment Bond
00 62 10	Design/Builder Certification Regarding Worker's Compensation
00 62 30	Subcontractor Procurement
00 63 63	Change Order Form
00 65 30	Agreement and Release of All Claims
00 65 36	Warranty and Guaranty

CONDITIONS OF THE CONTRACT

00 72 53 General Conditions – Design/Build
00 73 00 Supplementary Conditions
00 73 16 Insurance Requirements
00 73 49 Skilled and Trained Workforce Requirements
00 73 83 Claims and Dispute Resolution

GENERAL REQUIREMENTS

01 11 50 Summary of Work – Design and Pre-Construction Services
01 11 53 Summary of Work

PRICE AND PAYMENT PROCEDURES

01 20 53 Measurement and Payment
01 26 00 Contract Modification Procedures

ADMINISTRATIVE REQUIREMENTS

01 31 19 Project Meetings
01 32 00 Progress Schedules and Reports
01 33 00 Submittal Procedures
01 42 53 References and Definitions
01 45 00 Quality Control
01 60 00 Product Requirements
01 73 29 Cutting and Patching
01 74 00 Cleaning
01 77 00 Contract Closeout
01 78 00 Project Record Documents

DIVISIONS 02 AND HIGHER TO BE DEVELOPED BY DESIGN/BUILDER

DOCUMENT 00 01 16

PROJECT CRITERIA

I. GENERAL

Pursuant to Public Contract Code section 22185 et seq., the County of Riverside ("**County**" or "**Owner**") has developed Project Criteria for the Harmony Haven Children & Youth Wellness Center Project ("**Project**") to procure design and construction services at the earliest feasible stage of the Project. The Project Criteria is provided in this Document 00 01 16 and any attachments thereto. In the event the Owner awards and executes a written contract with a Design/Builder, the Design/Builder shall use the Project Criteria to commence services under the Contract Documents.

II. PROJECT CRITERIA

A. **Project Site**. The Project site consists of a large, rural-style campus with a boundary of approximately 121 acres. The Project includes CEQA analysis (if required, the Project may be eligible for a statutory exemption), full design documents, scope and schedule documents, site civil engineering, topographic survey, geotechnical survey, drainage, soils testing, site utilities, new construction, and/or renovation/modernization of some of the existing structures for Behavioral Health.

B. **Project Description**. The Project consists of the site selection, design and construction of four (4) ground up single-story buildings, parking lots, EV charging stations, and associated walking paths with lighting. The Project will include, but is not limited to, delivery of new water, gas, and sewage systems to the Campus in direct support of the four new buildings. The selected Respondent shall be responsible for securing all required permits and payment of service/connection fees for the Project, except for Owner Secured Permits. Two (2) of the buildings will require commercial kitchen facilities. All three (3) residential buildings will require backup emergency electrical power through a single generator. Additionally, all buildings will require IDF/MPOE, CCTV cameras, access control hardware, and low voltage cabling to be procured and installed by the Respondent, per Riverside County Information Technology (RCIT) design. The four buildings consist of:

1. Children's Psychiatric Residential Treatment Facility (PRTF). A sixteen (16) bed residential treatment facility. Includes accommodations for housing and support for caregivers, and children receiving treatment, nurse station, medication room, staff offices, group rooms, food prep/kitchen/dining area, restrooms/showers, laundry facilities, recreation room, playroom, and outdoor playground.

2. Children/Adolescent Mental Health Urgent Care Facility. Design for ground up construction of an urgent care for children, adolescents, and

Transitional Age Youth (TAY). Facility will include fifteen (15) stations, triage, and staff offices/meeting room.

3. Children's Short-Term Residential Therapeutic Program (STRTP) with 6 beds in a home-like setting with restroom/shower, office, interview room, living area and staff areas.

4. Adolescent Residential Substance Use Disorder (SUD) – thirty (30) bedrooms, shower/toilets, nurse station, office areas, food prep/kitchen/dining area, laundry facilities, classrooms, multi-purpose areas, and storage,.

5. Outpatient Clinic for Mental Health and Substance Use Disorder. Nurses area, staff office, and conference room, treatment rooms, administrative offices, activity/living areas, quiet rooms and snack area.

C. **Reference Exhibits**. The following exhibits are available for reference: (1) site plan, (2) site analysis,. These exhibits can be found at the following link: https://rivcofm.org/rfp-rfq. (***Please refresh page each time you visit the RFP & RFQ link***).

D. **Project Funding**. The Project will be funded through a Behavioral Health Continuum Infrastructure Program (BHCIP) grant.

1. The BHCIP grant program was authorized by voter Proposition 1. Passed in March 2024, Proposition 1 is a two-bill package including the Behavioral Health Services Act (BHSA) (Senate Bill 326) and the Behavioral Health Infrastructure Bond Act of 2024 (BHIBA) (Assembly Bill 531). The BHIBA portion is a $6.38 billion general obligation bond to develop an array of behavioral health treatment, residential care settings, and supportive housing to help provide appropriate care facilities for individuals experiencing mental health and substance use disorders.

2. On May 12, 2025, the California Department of Health Care Services (DHCS) awarded Owner a grant to fund the Project. At the time of this RFP, Owner anticipates the grant funding will become available in 2026.

3. The successful Respondent will be required to perform work 'at-risk' and without payment until the grant funding is available. Owner will be unable to make any payments for Phase 1 work performed by the successful Respondent until it receives the grant funds. The successful respondent must be able to and willing to carry the cost of the Project and seek reimbursement through the County's RUHS-BH as grant funds are received. In the event that the County receives no DHCS funding for the Project at the close of the Phase 1 Preconstruction and Design Phase, or, that the County determines that DHCS will not provide funding prior to the close of the Phase 1 Preconstruction and Design Phase, County shall

proceed pursuant to Section VII.F of Document 00 60 01, Guaranteed Maximum Price and shall pay Respondent the actual and reasonable costs incurred by Respondent in performing Phase 1 services. Respondent shall present to Owner a statement of costs in compliance with Section XIII.E.3 (Termination for Convenience) of Document 00 72 53 and perform in compliance with Section XIII.E. to wrap up and wind down its Work...

END OF DOCUMENT

DOCUMENT 00 11 19

REQUEST FOR PROGRESSIVE DESIGN/BUILD QUALIFICATIONS AND INSTRUCTIONS TO RESPONDENTS

I. REQUEST FOR QUALIFICATIONS FROM RESPONDENTS

A. The County of Riverside ("**County**" or "**Owner**") will receive responses to a Request for Qualifications ("**RFQ**") for the complete planning, design and construction of the Harmony Haven Children & Youth Wellness Center Project ("**Project**"). The Project requires the successful Respondent to provide development proposals from qualified Developers (Developer) to design, plan, construct, carry financing for (see below under "Project Funding"), a new Children's Behavioral Health Campus (Project) on consisting of five new buildings, parking lots and walk paths for the Project located at 14700 Manzanita Road, Beaumont, CA 92223.

B. **Basis for Procurement**. Owner will procure design and construction services pursuant to Public Contract Code section 22185 – 22185.11 using a progressive design-build project delivery process in which both the design and construction of the Project are procured from a single entity that is selected through a qualifications-based selection at the earliest feasible stage of the Project.

C. Interested parties that wish to submit a response to this RFQ must carefully review this RFQ and the other Documents contained within this RFQ package. Parties submitting responses to this RFQ ("**Respondents**") must comply with the requirements of this RFQ and submit all requested information within the timelines set forth in this Document.

II. SCOPE OF AND TIMELINE FOR THE PROJECT

A. The scope and needs of the Project include the Project Criteria set forth herein and the design and construction services as defined by Section 01 11 50 (Summary of Work – Design and Pre-Construction Services), Section 01 11 53 (Summary of Work), Section 00 52 50.53 (Construction Management Services), and 00 60 01 (Guaranteed Maximum Price Development). The selected Respondent must provide complete and all-inclusive planning, design, permitting, and construction services to deliver a fully complete and operational Project.

B. The Project shall be organized into two phases:

1. **Phase One**. If Owner decides (in its sole and absolute discretion) to award a contract to a successful Respondent, Owner will enter into a written contract with the successful Respondent in the form provided in this RFQ. The successful Respondent will then perform necessary planning, design and preconstruction services sufficient to establish a Guaranteed Maximum

Price for the Project. The successful Respondent shall perform services in accordance with Sections 00 11 50 (Summary of Work – Design and Preconstruction Services), 00 52 50.53 (Construction Management Services), and 00 60 01 (Guaranteed Maximum Price Development).

2. **Phase Two**. At the completion of Phase One, if Owner decides (in its sole and absolute discretion) to accept the Guaranteed Maximum Price for the Project, Owner will amend its contract with the successful Respondent to contract for the remaining design, preconstruction, and construction activities sufficient to complete and close out the Project, consistent with the Guaranteed Maximum Price.

C. **Project Timeline**. Owner anticipates the following general timeline for the Project, subject to the requirements of the Contract Documents if a Contract is awarded. This timeline is subject to adjustment as the Project planning, design, and construction develop and is provided for general information purposes only to assist Respondents in assessing the general timeframe of the Project:

Action	**Approximate Date**	**Calendar Days**
Phase 1 Award and Phase 1 Contract	TBD, 2025	
Phase 1 Preconstruction and Design Phase	TBD, 2025 to TBD, 2025,	_____
Phase 2 Design/Build Construction	TBD, 2025 to TBD, 2026	_____
Project Completion	TBD, 2028	_____
Warranty Period ends	TBD, 2029	_____

III. PROPOSAL DEADLINE AND CONTACT INFORMATION

A. Sealed responses to the Request for Qualifications must be submitted to Owner at the County of Riverside, Facilities Management Department, 3450 – 14th Street, Riverside, CA 92501 on July 24, 2025**. Proposals shall be due by 5:00 p.m. local time, as determined by the receptionist's date stamp at Owner Manager's Office**. Owner may reject all submissions received after the specified time and may return such submissions unopened. Proposals must be submitted in accordance with the requirements of this RFQ.

B. All inquiries and requests for information shall be submitted by electronic mail (E-mail) to John Harden, Facility Operation Manager - PMO at

JHarden@Rivco.org. Inquiries to other Owner representatives are not permitted. There is a Cone of Silence related to this procurement as stated more fully below.

IV. METHOD OF REVIEW AND SELECTION; SELECTION TIMELINE

A. Owner will follow the procurement process in Public Contract Code section 22185.3 and in this Document 00 11 19 to select a qualified Respondent. If a Contract is to be awarded, Owner will select a Respondent using a qualifications-based selection as defined in Public Contract Code section 22185(i) and using the process defined in Public Contract Code section 22815.3.

B. The process for review and selection shall proceed as follows:

1. **Publication of the Request for Qualifications**. Interested parties may obtain the Request for Qualifications package by downloading it from Owner's website at: https://rivcofm.org/rfp-rfq.

2. **Optional Pre-Response Briefing and Site Walk**. All interested parties should attend an optional pre-response briefing and site walk at which Owner and its Project team will discuss the Project scope, provide a guided tour of the Project site, review the RFQ process, and discuss the Project generally. The pre-response briefing will be held at 14700 Manzanita Road, Beaumont, CA 92223 on the date set forth in the "Procurement Schedule" section below.

3. **Question and Answer Period through Final Addenda**.

(a) Owner will accept written questions related to this RFQ in writing only from interested parties that attended the optional pre-response briefing and site walk.

(b) All questions must be received no later than the date set forth in the "Procurement Schedule" section below. Any questions received after this date will not be considered and Owner will not provide any response.

(c) Owner may periodically issue addenda to the RFQ prior to the deadline for issuance of final addendum set forth in the "Procurement Schedule" section below. Copies of all questions and answers shall be included in each addenda. Owner shall post each addenda at the website where the original RFQ is located. Each Respondent is responsible for obtaining, reviewing, and understanding each addenda issued by Owner.

(d) Respondents must comply at all times with the requirements of the "Cone of Silence" section below during this procurement.

4. **Submission of Responses to the Request for Qualifications**. Each Respondent must timely submit the documents and information listed required by Owner in response to this RFQ. The deadlines stated in this Document 00 11 19 are absolute and will not be waived. Owner will not consider or open any late submissions. Each Respondent must select a method of delivery that ensures its submission will be timely received at the correct address.

5. **Review and Scoring of Responses**. Owner will review and score the written submissions to this RFQ that comply with the requirements stated in this RFQ. Owner will then rank the Respondents by their overall score.

6. **Shortlisting of Respondents**. Owner shall notify the top three Respondents and request that each of the three Respondents provide Document 00 42 53 (Pre-Construction Cost Form) within seven (7) business days.

7. **Interviews with Selected Respondents**. Owner will schedule and conduct interviews with the three highest-scoring Respondents that have timely provided Document 00 42 53 (Pre-Construction Cost Form). Owner will evaluate and score each Respondent following the interview.

8. **Final Selection and Notice of Intent to Award**. Following the interviews, Owner will score and rank the Respondents and then make a recommendation to Owner Council to either (i) forego selection and award of a Contract, (ii) to award a Contract to the firm with the highest overall score, or (iii) to take other action as necessary and appropriate. If Owner elects to award a Contract, it will issue a Notice of Intent to Award.

9. **Protest Period and Final Award**. If Owner issues a Notice of Intent to Award, the unsuccessful Respondents shall have an opportunity to protest the award following the procedures set forth in this Document 00 11 19 and pursuant to applicable law.

C. Owner reserves the right to deem non-responsive any Proposal which does not address and respond to all of the requirements of this Document 00 11 19 or the Contract Documents.

D. Owner reserves the right to reject all responses to the Request for Qualifications in its sole and absolute discretion.

E. The qualifying Respondent **with the most points** will be identified as the candidate for an award of the Contract as provided in this Document 00 11 19. Owner will use the criteria specified in Document 00 11 19.20 to score each proposal.

F. **Procurement Schedule**. Owner will follow the below timeline for this procurement. Owner reserves the right to adjustments to the dates set forth in this document from time-to-time pursuant to applicable law.

Action	Date	Time
Advertise Request for Qualifications	July 2, 2025	
Optional Pre-response Briefing and Site Walk	July 15, 2025	10:00 a.m.
Final Date for Respondents to Submit Questions to Owner	July 17, 2025	5:00 p.m.
Owner Issues Final Addendum	July 21, 2025	
Deadline for Respondent Submission of Response to Request for Qualifications	July 24, 2025	5:00 p.m.
Owner Notification of Request for Interviews	August 1, 2025	
Interviews with Top Three Rated Respondents	August 7, 2025	
Selection and Notice of Award	August 14, 2025	

V. CONFLICTS OF INTEREST

A. Pursuant to Public Contract Code section 22185.2, Owner has developed guidelines for a standard organizational conflict-of-interest policy, consistent with applicable law, regarding the ability of a person or entity that performs services for the local agency relating to the solicitation of a design-build project, to submit a proposal as a design-build entity or to join a design-build team.

B. Owner's Conflict-of-Interest Policy and the Respondent's Conflict -of -Interest Disclosures are included in the Request for Qualifications Forms attached to this Document 00 11 19. Each Respondent must complete and submit the Conflict of Interest Disclosure form with its response.

C. Owner has retained CDM Smith to provide program management and construction project management services for the Project. Owner may engage

additional third-party consultants from time-to-time to provide services related to the Project.

VI. CONE OF SILENCE

A. "Cone of Silence" means a prohibition on any communication, oral or written, regarding particular Requests for Qualifications, bids, proposals, contract negotiations, or other competitive solicitation between:

1. Any person who seeks an award of the Project from Owner, including a Respondent or Respondent's representative, and,

2. Any person appointed to evaluate or recommend selection in such procurement process, including members of Owner's Project team.

B. Notwithstanding the foregoing, the Cone of Silence shall not apply to communications with, among or between the Project Manager, Construction Manager, and Owner and their respective staff, or with designated staff who are not serving on an Evaluation Panel or the Interview/Presentation Panel, to obtain clarification or information concerning the subject solicitation. Further, nothing herein shall prohibit District employees or representatives from communicating with each other. For purposes of this section, "Respondent's Representative" means an employee, partner, officer, or director of a potential Respondent, or consultant, lobbyist, or actual or potential subcontractor or sub-consultant of a Respondent.

C. A Cone of Silence applies to this procurement as of the date Owner first issues a Request for Qualifications. The Cone of Silence shall terminate at the time Owner Board of Directors votes to award or approve a contract, to reject all responses, or otherwise take action that ends the solicitation.

D. Nothing contained herein shall prohibit any prequalified Respondent or any Respondent's representative:

1. from engaging in contract negotiations with Owner;

2. from making a public presentation to Owner's Board of Directors during any duly noticed public meeting; or

3. from communicating in writing with any Owner employee or official for purposes of seeking clarification or additional information, or from participating in interviews, subject to the provisions of the applicable RFQ.

E. Nothing contained herein shall prohibit the Project Manager or other staff from initiating contact with a Respondent or Respondent's representative and

subsequent communications related thereto for the purpose of obtaining further information regarding the Respondent's response or as otherwise permitted by this Section. For purposes of this Document and when not otherwise precluded by the operation of this Document from doing so, the Project Manager or designee shall accept communications from prequalified Respondents or Respondent's representatives while a Cone of Silence is applicable to this competitive solicitation.

F. Owner Board shall be informed of any person who is alleged to have failed to observe the Cone of Silence or requirements of this Section. In each such instance, an investigation shall be performed.

1. If there is a determination of violation, Owner reserves the right to reprimand, penalize in the form of lower ranking or points, or entirely disqualify the Respondent who failed to observe the Cone of Silence or requirements of this Section from further consideration for the pending competitive solicitation.

2. A written notice of a determination of a failure to observe the Cone of Silence or requirements of this Section, if any, and notice of the penalty imposed as provided for in this Section, if any, shall be furnished to the Respondent or person who has been investigated.

3. A Respondent or person who is determined to have failed to observe the Cone of Silence or requirements of this section may appeal such determination in the same manner and using the same procedure established for a Proposal Protest in this Document 00 11 19.

VII. MANDATORY REQUIREMENTS

A. **Proposal Manager**. Each Respondent must designate in its submission one individual that shall be the single point of contact for the Respondent during the entire qualification and selection process for the Project. Respondent may substitute from time-to-time the single point of contact by notifying Owner in writing.

B. **Limitation on Overlapping of Team Members**. The Respondent's general contractor (if it is a separate legal entity from the Respondent), the Architect of Record, and Lead Engineer are not allowed to participate in any capacity as a member of more than one Respondent team. There are no such participatory restrictions on other team members.

C. **Commitment to Maintain Team Members for Project Duration**. Respondent's team members and key personnel named in the Response to Owner's Request for Qualifications are a material element of Owner's selection of a Design/Builder to receive the award of the Contract, and performance by

those individuals on the Project in their designated roles is of paramount importance to Owner. The successful Respondent will be limited in its ability to change team members or Key Personnel as stated in Document 00 52 53 and Document 00 54 53.

D. **Required Licensure**. Pursuant to Public Contract Code section 3300, the Respondent's Construction General Contractor for the construction work on the Project must possess a valid Class A or B license issued by the California Contractors State License Board. The Respondent's Construction General Contractor must maintain its license in good standing at all times during construction without exception. Any individual or business entity providing architectural or engineering services for the Project must hold and maintain in good standing any required California licenses. The Design/Builder must secure and maintain any local, state, federal, or professional licenses required to perform any aspect of the design or construction work for itself, its Construction General Contractor, Construction Subcontractors, Subcontractors and subconsultants of all tiers.

E. **Skilled and Trained Workforce Commitment**. This Project is subject to the requirements of Public Contract Code sections 22185 et. seq. and 2600 et. seq. There is no Project Labor Agreement. Pursuant to Public Contract Code section 22185.3(b), a design-build entity shall not be evaluated for selection unless the entity provides an enforceable commitment to the local agency that the entity and its Construction General Contractor, Construction Subcontractors, and Subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades, in accordance with Chapter 2.9 (commencing with Section 2600) of Part 1 of the Public Contract Code. By submitting a response to the Request for Qualifications, the Respondent agrees, represents and warrants that:

1. It shall comply fully with the requirements of Public Contract Code section 2600 et. seq. and the requirements of Document 00 73 49.

2. It shall cause all of its Construction General Contractor, Construction Subcontractors, and Subcontractors at every tier to comply fully with the requirements of Public Contract Code section 2600 et. seq. and the requirements of Document 00 73 49.

3. It shall provide to Owner, on a monthly basis while the Project or contract is being performed, a report demonstrating compliance with this Public Contract Code section 2600 et. seq. and the requirements of Document 00 73 49.

4. If Respondent or Design/Builder fails to provide the monthly report required by this section, or provides a report that is incomplete, Owner shall withhold further payments until a complete report is provided.

5. If a monthly report does not demonstrate compliance with Public Contract Code section 2600 et. seq. and the requirements of this Document 00 73 49, Owner shall withhold further payments until the Respondent or Design/Builder provides a plan to achieve substantial compliance with Public Contract Code section 2600 et. seq. and the requirements of this Document 00 73 49, with respect to the relevant apprenticeable occupation, prior to completion of the Project.

F. **Respondent Certifications**. Each Respondent must submit Document 00 45 40 (Proposal Form – Respondent Certifications) with its response to the Request for Qualifications. Owner will reject as non-responsive any response submitted without the Respondent Certifications.

G. **Respondent's Careful Examination of Documents**. Submission of a response signifies that the Respondent has carefully examined the Documents issued by Owner as part of this Request for Qualifications and has a complete understanding of the nature, extent, and location of the Work to be performed. Respondent further certifies that its careful examination of the Request for Qualifications Documents is not limited as provided in Public Contract Code section 1104 and includes review as Design/Builder holding licenses issued by the California State License Board, the California Architects Board, and the Board for Professional Engineers, Land Surveyors, and Geologists. If awarded a Contract by Owner, Respondent shall assume full responsibility for the completeness and accuracy of architectural or engineering plans and specifications prepared for the Work on the Project.

H. **Respondent's Representations and Warranties**. Respondents must complete the tasks listed in Article VII (Design/Builder's Representations and Warranties) of Document 00 52 53 (Agreement) as a condition precedent to award of the Contract, and submission of a response shall constitute the Respondent's express representation to Owner that Respondent can fully complete these tasks if awarded the Contract.

I. **Existing Conditions**. Respondents shall examine any and all available existing conditions documents listed in Documents 00 31 19 (Existing Conditions Information) and all existing drawings supplied by Owner as well as any other information supplied regarding existing conditions above ground or below grade.

J. **Compliance with Wage Rates**. Respondents are required to comply with all applicable prevailing wage requirements and regulations. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker

needed to design and construct the Project, as determined by Director of the State of California Department of Industrial Relations, are on file at the Office of Owner and are deemed included in the Contract Documents.

Pursuant to Labor Code Section 1774, the Design/Builder and any Construction General Contractor, Construction Subcontractors, and Subcontractors, regardless of tier, shall pay not less than the specified prevailing wage rates to all workers employed in the execution of the Contract. The California Department of Industrial Relations (DIR) has determined the general prevailing rate of wages for each craft, classification, or type of worker needed to execute the work. Copies of the current schedules for prevailing wages applicable to this Project are on file with Owner. It shall be mandatory for the Design/Builder, or any Construction General Contractor, Construction Subcontractors, and Subcontractors to pay not less than the said specified rates to laborers and workmen employed by them in the execution of the Contract. Alternatively, wage rates may be accessed on the internet at: http://www.dir.ca.gov/DLSR/statistics_research.html. All certified payroll records must be submitted electronically to the DIR and to Owner. Further details will be provided in the Agreement.

K. **DIR Registration Requirement.** This Project is considered a public works project per Labor Code Section 1720. As such, pursuant to Sections 1725.5 and 1771.1 of the Labor Code, all Contractors, Construction General Contractor, Construction Subcontractors, and Subcontractors must be currently registered with the Department of Industrial Relations (DIR) in order to qualify to be listed in a proposal, subject to the requirements of Section 4104 of the Public Contract Code; or engage in the performance of any contract for public work. Limited exceptions for Joint Ventures and Projects with Federal Funds may apply pursuant to Section 1771.1 of the Labor Code. Registration process, fees, and related information may be obtained from the DIR website at: http://www.dir.ca.gov/public-works/publicworks.html

No Contractor, Construction General Contractor, Construction Subcontractors, and Subcontractors may be awarded a contract for public works on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.This Project is subject to compliance monitoring and enforcement by the DIR.

L. **Addenda**. Respondents must direct all requests for clarification about the meaning or intent of any documents related to these Documents to Owner by email as listed in this Document 00 11 19 and in accordance with any Cone of Silence requirements found therein. Owner will issue by formal written Addendum any clarifications it considers necessary in response to such questions. Only items answered by formal written Addendum shall be binding on Owner. Oral responses or any other interpretation or clarification will have no legal effect. At Owner's discretion, it may also issue Addenda to modify any documents

related to this Document 00 11 19 or any other Documents included in the RFQ. The Respondent shall acknowledge its receipt of any Addenda in Document 00 42 53 (Proposal Form). Respondents may obtain a complete list of Addenda from Owner.

VIII. SUBCONTRACTOR PROCUREMENT

A. If a Contract is awarded, the Project will be subject to Public Contract Code section 22185.6 and the Subletting and Subcontracting Fair Practices Act at Public Contract Code sections 4100 et. seq. Design/Builder must strictly comply with all legal requirements regarding solicitation of, contracting with, and payment of Construction Subcontractors and Subcontractors.

B. Pursuant to Public Contract Code Section 22185.6(a), Owner has not identified any specific types of Construction Subcontractors and Subcontractors that shall be included in the Respondent's Response to the RFQ.

C. Each Respondent may include one or more Construction Subcontractors and Subcontractors in its Response to the Request for Qualifications. Any Construction Subcontractors and Subcontractors included in the Response shall be afforded the protections of Chapter 4 (commencing with Section 4100) of Part 1 of the Public Contract Code.

D. If a Contract is awarded, the Design/Builder shall proceed as listed in Public Contract Code section 22185.6 in awarding construction subcontracts with a value exceeding one-half of 1 percent of the contract price allocable to construction work. The Design/Builder shall:

1. Provide public notice of availability of work to be subcontracted in accordance with the publication requirements applicable to Owner's competitive bidding process, including a fixed date and time on which qualifications statements, bids, or proposals will be due.

2. Establish reasonable qualification criteria and standards with input from Owner.

3. Award subcontracts on a best value basis. The process may include prequalification or short-listing.

E. Subcontractors awarded construction subcontracts on the Project shall be afforded all the protections of Chapter 4 of Part 1 of the Public Contract Code, commencing with Section 4100.

F. A construction subcontractor licensed pursuant to Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code that provides design services used on the Project shall not be subject to any liability

arising from their design if the construction subcontract for that design is not performed by that subcontractor.

IX. SUBMISSION OF RFQ RESPONSES

A. **Submission Format**.

1. Each Respondent shall submit its response in one or more sealed envelopes, boxes, or other containers (referred to herein as a "RFQ Response Package") containing the items listed in this Article. **RFQ Response Packages shall be hand delivered to County of Riverside, Facilities Management Department, 3450 – 14th Street, Riverside, CA 92501**. Each RFQ Response Package will be time and dated stamped by Owner upon receipt. RFQ Response Packages shall be due by 5:00 p.m. local time, as determined by the receptionist's date stamp at Owner's Facilities Management Department. Owner may reject all submissions received after the specified time and may return such submissions unopened. All RFQ Response Packages shall be marked as follows: RESPONSE TO REQUEST FOR QUALIFICATIONS FOR RIVERSIDE COUNTY BEHAVIORAL HEALTH CHILD HEALTH CENTER AT HARMONY HAVEN.

2. Each Respondent shall submit three (3) hard copies of Respondent's RFQ Response Package and one (1) electronic, scanned copies of the same (USB Flash Drives) shall be submitted to Owner as outlined in this section. Respondent's RFQ Response Package shall be organized as outlined in Section B below.

3. Each submission shall be in no less than 11 -point fount and shall be provided on standard 8-1/2 inch by 11 inch paper unless otherwise noted. Where page limitations are noted they refer to a single, double-sided page.

B. **Required Contents**. Each Respondent's submission shall contain the following information.

1. Group One Documents. Respondents will assemble the documents listed below into one or more tabbed binders:

(a) **Cover Letter and Executive Summary:** A two-to-three page letter summarizing each element of the response and items which the Respondent believes will make Respondent's RFQ Response Package superior to the responses of other anticipated Respondents.

(b) **Respondent's Response to Request for Qualifications Questionnaire**. Fully completed responses to Document 00 11

19.10, Request for Qualifications Questionnaire and Forms completed in compliance with the instructions included in that Document, ***with the exception of*** the Respondent's financial statements, which shall be provided with the Group Two Documents.

(c) **Respondent's Disclosures and Certifications**. Fully completed versions of the documents included in Document 00 45 40 (Proposal Form - Respondent Certifications) completed in compliance with the instructions included in that Document.

2. Group Two Documents. Respondents shall assemble and submit in a separately sealed envelope that are included in Respondent's full submission the following documents:

(a) **Audited Financial Statements**. In a separate envelope, Respondent will provide audited financial statements for the Respondent and its general partners and/or joint venturers.

3. Document 00 42 53 (Pre-Construction Cost Form) is not required as part of a Respondent's submission. Owner shall request this document only from the three shortlisted Respondents as described above in Section IV.

X. RFQ RESPONSE RECEIPT AND EVALUATION

A. Owner shall time-stamp all responses to this RFQ upon receipt. RFQ responses will not be opened publicly and will be held in confidence during the evaluation period prior to the Contract award. RFQ responses may become public later as described in this Document 00 11 19 and pursuant to applicable law.

B. Upon receipt of Respondent's RFQ Response Package, Owner will perform an initial review for completeness and to identify any patently defective or non-responsive responses. Responses not meeting the requirements of this Document 00 11 19 may be considered non-responsive. Owner action on a defective or non-responsive response may include refusal to evaluate the response and elimination of the Respondent from the evaluation process. Owner reserves the right to take any action consistent with the requirements of this Document 00 11 19 including, without limitation, requesting additional information after receipt and opening of any response and waiving any inconsequential defects.

C. Owner may reject any response and may waive, to the fullest extent permitted by law, any informalities or minor irregularities therein. Owner also reserves the right, in its discretion, to reject all responses and issue a further RFQ for the Project. Additionally, Owner reserves the right: (i) to reject any nonconforming, non-responsive, or conditional response, (ii) to request other responses, and (iii) to

reject the response of any Respondent if Owner believes that for any reason it would not be in the best interest of Owner to make an award to that Respondent.

D. In evaluating responses, Owner will consider the information provided in the Respondent's submitted documentation, the Respondent's compliance with the prescribed requirements, and such other data as may be requested in this Document 00 11 19, Respondent's interview, or any other information provided or discovered prior to the Notice of Award.

E. Owner may conduct any investigations Owner deems necessary to assist it in its evaluation of any response and to establish the Respondent's responsibility, qualifications and financial ability (and that of its proposed Construction General Contractor, Construction Subcontractors, and Subcontractors, suppliers, and other persons and organizations) to perform and furnish the Work in accordance with the Contract Documents, to Owner's satisfaction, and within the prescribed time. Owner shall have the right to communicate directly with Respondent's surety regarding Respondent's bonds.

F. Owner will determine at its sole discretion whether a response to the RFQ is responsive and whether a Respondent is responsible.

G. Owner will resolve any discrepancies between (a) the indicated sum of any column of figures and the correct sum of those figures in favor of the correct sum, and (b) written words and figures, or written words and numerals, in favor of the written words.

H. Owner will evaluate each response to the RFQ based on the Evaluation Factors set forth in Document 00 11 19.20.

1. Owner will review and score the written submissions to this RFQ that comply with the requirements stated in this RFQ. Owner will then rank the Respondents by their overall score.

2. Owner shall notify the top three Respondents and request that each of the three Respondents provide Document 00 42 53 (Pre-Construction Cost Form) within seven (7) business days.

3. Owner will schedule and conduct interviews with the three highest-scoring Respondents that have timely provided Document 00 42 53 (Pre-Construction Cost Form). Owner will evaluate and score each Respondent following the interview.

XI. AWARD AND PROTEST

A. **Notice of Intent to Award; Protest Procedures**.

1. If Owner issues Document 00 51 01 (Notice of Intent to Award), Owner will use reasonable effort to deliver by electronic mail a copy thereof to all Respondents who submitted RFQ Response Packages no later than the first Business Day after issuance, although any delay or failure to do so will not extend the protest deadline. The Notice of Intent to Award shall include, at a minimum, all of the following: (1) The name of the Respondent to whom the award was made; (2) a written decision supporting the Contract award which states the basis of the award; and (3) Owner's second and third ranked Respondents.

2. Any protest must be submitted in writing at the address in Article I above, before 2:00 p.m. (with the time determined by the time-stamp procedure described in Article X (RFQ Response Receipt and Evaluation) above) of the fifth (5th) Business Day following issuance of Document 00 51 01. Protests must conform to the following:

   (a) The initial protest document must contain a complete statement of the specific basis (or bases) for the protest.

   (b) The protest must include the name, address and telephone number of the person representing the protesting party.

   (c) The Respondent filing the protest must transmit a copy of the initial protest document and any attached documentation concurrently to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include, but not be limited to all other Respondents that submitted RFQ Response Packages and their associated Subcontractors, vendors, sureties, etc.

3. The procedure and time limits set forth in this section are mandatory and are a Respondent's sole and exclusive remedy in the event of protest. A Respondent's failure to comply with these procedures shall constitute a waiver of any right to further pursue its protest including the filing a Government Code Claim or instituting separate legal proceedings. A Respondent may not rely on a protest submitted by another Respondent but must timely pursue its own protest.

B. **Notice of Award**. If any award is made, Owner shall publicly announce the award of the Contract by issuing Document 00 51 00 (Notice of Award), by posting the same in the Office of Owner, and by mailing a copy of Document 00 51 00 to all parties who requested that Owner provide such notice.

XII. POST-NOTICE OF AWARD REQUIREMENTS

A. After issuance of Document 00 51 00 (Notice of Award), the successful Respondent must submit the following documents to Owner by 5:00 p.m. of the tenth (10th) Day following Respondent's receipt of Document 00 51 00. Execution of the Contract depends upon approval of these documents:

1. Document 00 52 53 (Agreement): To be executed by the successful Respondent. Submit three (3) copies, each bearing all required original signatures.

2. Document 00 65 36 (Warranty and Guaranty): To be executed by successful Respondent, in the form set forth in Document 00 65 36.

3. Insurance forms, documents, certificates and endorsements required by Document 00 73 16 (Insurance Requirements).

B. Owner shall have the right to confirm the Construction Performance Bond and Construction Labor and Material Payment Bond by communicating directly with the performance bond and payment bond surety proposed by successful Respondent. Respondent's surety must be satisfactory to Owner. Corporate sureties on these bonds and on bonds accompanying RFQ Response Packages must be duly licensed to do business in the State of California and must have an A.M. Best Company financial rating of A-7 or better.

C. Failure to Execute and Deliver Required Documents. If the Respondent to whom the Contract is awarded fails to comply with the requirements of Article XII above Owner may, in its sole and absolute discretion, award to the next ranked Respondent.

XIII. MISCELLANEOUS REQUIREMENTS

A. **Electronic Documents**.

1. Owner may, in its sole discretion, and solely as a convenience to Respondents, elect to provide various documents and/or other information as a hardcopy paper document, with a link to a website that houses the documents or other electronic forms ("Electronic Copy"). In all cases, the Original Electronic File shall be referred to, and shall control, in the event of any inconsistency between a Hardcopy and an Electronic Copy.

2. Respondents are advised to check all electronic media for computer viruses before loading any files therefrom. Respondents are fully responsible for intercepting and disabling viruses, if any, that may be inadvertently transmitted with an Electronic Copy. Also, files distributed electronically are subject to data erosion, erasure and/or alteration, and computer systems and software become obsolete in time (together, "Data Erosion"). By taking any step to open or otherwise use any electronic file,

each Respondent acknowledges these risks and releases Owner, and its officers, employees, consultants, representatives, and agents and holds them harmless from and against all claims of any type or nature arising from or relating to any virus inadvertently transmitted or any Data Erosion. In addition, the composition of electronic files and the adjuncts to them were created for the use and convenience of Owner and may not be compatible with other users. As a result, Respondents acknowledge that Electronic Files may not match printed Hardcopies, and that it is the responsibility of the Respondents to ensure printed Hardcopy Documents match the original electronic files.

B. **Public Records Act Requests**.

1. Owner is a public agency and is subject to the California Public Records Act.

2. Pursuant to the Public Records Act, Owner will make available to the public after Award of a Contract: Respondent's submissions (to the extent opened), all correspondence and written questions submitted during the RFQ process, all submissions opened in accordance with the procedures of this Document 00 11 19, and all subsequent evaluation information.

3. Any submissions not opened will remain sealed and will be returned to the submitting Respondent. Except as otherwise required by law, Owner will not disclose trade secrets or proprietary financial information submitted that has been designated confidential by Respondent (including but not limited to the RFQ Response Package). Any such trade secrets or proprietary financial information that a Respondent believes should be exempted from disclosure must be specifically identified and marked as such by Respondent. Blanket-type identification by designating whole pages or sections shall not be permitted and shall be invalid. The specific information must be clearly identified as such.

4. Upon a request for records related to this RFQ, Owner will notify the Respondent involved within a reasonable time after receipt of the request of a specific time when the records will be made available for inspection. If the Respondent timely identifies any additional proprietary, trade secret, or confidential commercial or financial information that Respondent determines is not subject to public disclosure, and requests Owner to refuse to comply with the records request, Respondent shall take all appropriate legal action and defend Owner's refusal to produce the information in all forums; otherwise, Owner will without restriction make such information available to the extent required by applicable law.

5. Information disclosed in the RFQ and attendant submissions are the property of Owner unless Respondent makes specific reference to data that is considered proprietary. Subject to the requirements in the Public Records Act, reasonable efforts will be made to prevent the disclosure of information except on a need-to-know basis during the evaluation process.

C. **Costs of Preparing Responses to the RFQ**. Respondents are solely responsible for the cost of preparing responses to the Request for Qualifications.

D. **Definitions**. Except as otherwise set forth herein, all abbreviations and definition of terms used in this Document are set forth in Section 01 42 53 (References and Definitions).

END OF DOCUMENT

DOCUMENT 00 11 19.10

REQUEST FOR QUALIFICATIONS QUESTIONNAIRE AND FORMS

Pursuant to Public Contract Code section 22185.3, County has prepared this Questionnaire for the RFQ. This Questionnaire is divided into seven parts, A through F. Instructions for completion of each part are provided at the beginning of each part. Responses will be scored using the Request for Qualifications Score Sheet in Document 00 11 19.20.

County has provided documentation of the size, type, and desired character of the Project in Document 00 11 19 and its Project budget in Document 00 31 16. Respondents must review and understand these Documents when preparing responses to this Questionnaire. County will use the procedure set forth in Document 00 11 19 for final selection of a Design/Builder for the Project.

Each Respondent must provide full, complete, and accurate information in response to this Questionnaire. The information Respondent provides is material to County's evaluation of a potential Design/Builder for the Project. Respondents shall utilize the forms and templates provided. Each Respondent must certify under penalty of perjury the truth and accuracy of its responses and the certifications listed in Document 00 45 40 (Respondent Certifications).

PART A – Design Build Team Information

Pursuant to Public Contract Code sections 22185.3(a)(2) and (a)(4)(A), (F), Respondents shall provide information related to their proposed Design/Build team. Each Respondent must identify the legal entity that will ultimately contract with County if a contract is awarded, including the entity's legal form, contact information, identification of the Proposal Manager, parent and subsidiary information, an organizational chart and information regarding executive leadership, a list of shareholders, members, or partners, and the requested organizational documents.

Respondent shall identify key design firms that will perform work on the Project. Each Respondent must identify the general contractor (if other than the Respondent itself), the architect of record, the design architect (if other than the architect of record), the engineer of record, the civil, mechanical, electrical, and structural engineers that will be in responsible charge of the work, and the space programmer/interior designer. Each firm must be appropriately licensed in California and must be registered to do business in California.

The Respondent may identify other firms that bring special qualifications to their team for items such as low voltage/communications, energy efficiency/sustainability, geotechnical engineering, building envelope design, fire and life safety, or any other notable design consultants. Each firm must be appropriately licensed in California and must be registered to do business in California. These disciplines, or combinations of the above disciplines, may be provided by either a single firm or by several firms.

Respondents may include information about any subcontractors the Respondent wants to include as part of its team. Respondents are reminded that all construction subcontractors that are

identified in response to this RFQ shall be afforded the protections of Section 4100 et seq. of the Public Contract Code.

RESPONDENT'S DESIGN/BUILD ENTITY INFORMATION	
Response submitted by:	_____
Address:	_____ _____ _____
Contact Information:	Phone: _____ Email: _____
Proposal Manager:	_____ (name) _____ (title) Phone: _____ / Cell: _____ Email: _____
Form of Respondent Business Organization:	__ Corporation __ Limited Liability Company __ Partnership __ Joint Venture __ Other (provide written explanation on separate page).
Business Information:	Date of formation: _____. State where organized: _____. Entity number: _____.
Parent and subsidiary business entities:	List any parent business entity that holds more than ____% of the voting interest of Respondent. List any subsidiary business entity where Respondent holds more than ____% of the voting interest of the subsidiary.
Organizational Chart:	Provide an organizational chart for Respondent that shows the legal and decision-making relationships within the organization. The format of the organizational chart will depend on the form of business organization.
Executive Leadership:	List Respondent's executive leadership team (equivalent to chief executive officer, chief financial officer, secretary, and other executives as required).
Shareholders, members, partners:	Pursuant to Public Contract Code section 22185.3(a)(4)(A), for a privately held corporation, limited liability companies, partnerships, and joint ventures, provide a list of all of the Respondent's shareholders, members, or partners who will perform work related to the Project.

Organizational Documents:	Pursuant to Public Contract Code section 22185.3(a)(4)(G), provide legible, authenticated copies of the Respondent's business organization documents. For corporations, provide (at a minimum) Articles of Incorporation and the most recent Statement of Information filed with the applicable Secretary of State. For limited liability companies, provide (at a minimum) Articles of Organization and the most current operating agreement. For partnerships, provide (at a minimum) Respondent's partnership agreement. For joint ventures, provide (at a minimum) Respondent's joint venture agreement.

RESPONDENT'S PROJECT DESIGN AND CONSTRUCTION TEAM	
General Contractor:	_____ (*if same entity as Design/Build entity, please indicate*).
Address:	_____ _____ _____
Contact Information:	Name: _____ Phone: _____ Email: _____
California Contractor's Licenses Held:	Class: _____ Date(s) obtained: _____
Architect of Record:	_____
Address:	_____ _____ _____
Contact Information:	Name: _____ Phone: _____ Email: _____
California Licenses Held:	Individual(s) and number(s): _____ Date(s) obtained: _____
Design Architect:	_____ (*if same entity as **Architect** of Record, please indicate*).
Address:	_____ _____ _____
Contact Information:	Name: _____ Phone: _____ Email: _____

California Licenses Held:	Individual(s) and number(s): _____ Date(s) obtained: _____
Structural Engineer:	_____
Address:	_____ _____ _____
Contact Information:	Name: _____ Phone: _____ Email: _____
California Licenses Held:	Individual(s) and number(s): _____ Date(s) obtained: _____
Mechanical Engineer:	_____
Address:	_____ _____ _____
Contact Information:	Name: _____ Phone: _____ Email: _____
California Licenses Held:	Individual(s) and number(s): _____ Date(s) obtained: _____
Electrical Engineer:	_____
Address:	_____ _____ _____
Contact Information:	Name: _____ Phone: _____ Email: _____

California Licenses Held:	Individual(s) and number(s): _____ Date(s) obtained: _____

Identification of Designated Subcontractors

List below the company name, address, California contractor license number, and public works contract registration number of each subcontractor designated by County and/or the Respondent, and the scope of work that each subcontractor will perform if the Respondent is selected and a contract is awarded. All subcontractors listed at the time of the response to the RFQ shall be afforded the protections of Section 4100 et seq. of the Public Contract Code.

Respondent shall provide relevant information regarding the client references and project experience of the proposed designated subcontractors using the forms below.

Classification	Name and Location	License No.	DIR Number
(Proposer TBD) (__)			
(Proposer TBD) (__)			
(Proposer TBD) (__)			
(Proposer TBD) (__)			

In the event County elects to award a contract, the successful Respondent shall comply with the requirements of the Contract Documents with respect to subcontractors. For each subcontractor listed, provide the information in Form 1 - Subcontractor Information attached to this Questionnaire.

Conflict of Interest

Each Respondent shall complete and return Form 6, Conflict of Interest with their submission.

PART B – Design/Build Entity Evidence of Experience to Perform the Work

Pursuant to Public Contract Code sections 22185.3(a)(2) and (a)(4)(B), Respondents shall provide necessary evidence that the members of the proposed Design/Build team have completed, or have the demonstrated experience, competency, capability, and capacity to complete projects of similar size, scope, or complexity and that proposed key personnel have sufficient experience and training to competently manage and complete the design and construction of the Project.

Respondent should provide examples of project-related experience and individual team member experience that demonstrate prior design-build projects similar to the size, scope, and complexity of the Project. Respondents should provide examples of projects designed and/or constructed for public owners.

Information submitted about each project must demonstrate that the Respondent's proposed team was involved at the initial stages and continued to work through final completion, and that each

proposed team member remained involved through his or her proposed commitment to the project. Respondent should provide examples of projects the proposed team members have previously completed together.

Prior Project Experience

Respondent's team members shall provide examples of projects that each of them has completed that demonstrate they each have the experience, competency, capability, and capacity to complete projects of similar size, scope, or complexity. The information requested in this section is intended to permit County's Evaluation Team to review the Respondent's experience and actual results of the team's and team member's ability to successfully design and construct projects similar in nature and complexity to the Project.

The Respondent's General Contractor shall provide design and construction Project Profiles for a maximum of five projects completed within the last 10 years or currently under construction. Projects should demonstrate the General Contractor's experience on similar projects in terms of size, scope, and complexity and with Design-Build delivery method.

The Respondent's Architect of Record, Design Architect (if other than the Architect of Record), Structural Engineer, and Civil Engineer shall each provide Project Profiles for two projects completed within the last 10 years or currently under construction. Projects should demonstrate each of these design consultant's experience on similar projects in terms of size, scope, and complexity and with Design-Build delivery method.

For each project, complete and submit a Project Profile. Project Profiles are to be limited to three pages total per submitted project, inclusive of the project profile information sheet (30 Pages total). Additional information, photos, and other graphic materials may be included. Include a narrative addressing the design/construction philosophy and salient features for each project, as well as a brief statement indicating the relevance of the project to this Project. Indicate the degree of involvement by key construction personnel proposed for each project, if none, please state so. Collectively, Respondents shall submit Project Profiles that encompass the following:

> Design Experience. Include projects with a construction cost each more than $10 million dollars (in California). Include at least two (2) projects that utilized the design-build delivery method. One project may fulfill both requirements (i.e. >$10 million D-B Project). One (1) project must be a facility for a medical center completed within the last ten (10) years. Provide examples of projects completed and describe the design approach.
>
> Construction Experience. Include projects that demonstrate the Respondent team members' ability to construct with a high level of quality. Include projects completed within the last ten (10) years, or currently under construction by the General Contractor. List at least two (2) projects with a construction cost each more than $10 million dollars (at least one must be in California). List at least one (1) project using the design-build delivery method. One project may fulfill both requirements (i.e. >$10 million D-B

Project in California). One (1) project must be a facility for a medical center completed within the last ten (10) years. Provide examples of projects completed and describe the construction approach. Include information that addresses the General Contractor's ability to manage the design and construct a project demonstrating:

- Specific challenges that had to be overcome during the design and construction process and how they were resolved. Based on those challenges, describe how the General Contractor's approach to managing design and construction related activities has evolved.

- Role in managing the design-build trade partners and the process used to coordinate between the architect and the design-build trade partners, and how the implementation affected the production, cost, quality, and schedule of the listed project.

- Complexity of the building systems similar to the Project.

- Lean processes implemented during the design and construction period to ensure collaboration, on time delivery and reduction of waste. Information and examples of how the General Contractor implemented techniques on the submitted project, including such items as the Last Planner System, A3 decision making, visualization, strategies for off-site fabrication, just in time delivery, prefabrication, and modularization.

Project Name: _____
Project Location: _____.
Project Contact: _____ Telephone: _____.
Location: _____.
Contract Value: $_____.
Project Owner: _____.
Delivery Method (e.g., design/bid/build, design/build, CM/GC, etc.): _____.
Short narrative description of Respondent's role on the project: _____.
List any members of Respondent's proposed team that performed work on the project: _____.

Attach additional pages as required to provide the minimum number of projects and to fully respond to the questions asked.

Client References

Respondent shall provide one reference for each Project Profile submitted. This information will allow County's Evaluation Team to validate actual performance of the firm and/or individual team members on a given project.

For each project listed, identify the Project Name, Firm Name, and Owner Contact Name along with Contact's Title, Phone Number, E-mail Address and Relationship to the project. The

Owner Contact should be someone intimately familiar with the firm's involvement in the listed project.

County will contact those individuals and firms that are listed as references by Respondent and points will be assigned based upon the reference's verification that the Respondent's characterization of its involvement in the project is accurate, their overall assessment of the quality of those services provided, specifically including collaboration, project management, cost and schedule control, quality and warranty call backs, commissioning, functioning of installed equipment, and overall client satisfaction.

Respondent shall verify that all references listed can be reached by telephone. If a reference cannot be located based upon the information provided by the Respondent, then County will not consider the listed project. County, at its sole discretion, may choose to contact other references, including owners, listed on the Project Profiles presented in the Respondent's submission.

For each project listed, provide at a minimum the following information:

Name of Client Representative: _____

Firm/Company/Agency: _____

Address: _____

Telephone No.: _____

Project associated with: _____

As □ Proposer/subcontractor □ Design Engineer

Respondent's Key Personnel for the Project

Respondent shall provide resumes for Key Personnel to be employed for the Project. For each individual, provide at a minimum the below information. Identify relevant projects on which the employee has worked. Include a brief description of the project and specifically identify employee's roles, responsibilities, and duration of involvement on the project. If Respondent elects to submit resumes in addition to the information required, please limit each resume to two pages maximum.

Submit resumes of key personnel who will be assigned to the Project. Each resume must include the individuals' name, qualifications, and the anticipated degree of involvement during each of the design and construction phases of the Project. The resumes should provide evidence that the key personnel have sufficient experience and training to competently manage and complete the design and construction of the Project. Personnel resumes shall be limited to two pages in length for each resume. Additional points will be awarded to key project personnel currently certified as Designated Design-Build Professionals from the Design-Build Institute of America (DBIA).

Key Design/Builder Management Personnel Resumes: Include resumes for the following persons:

- Design/Builder's Executive Leader.
- General Contractor's Project Executive.
- Architect of Record's Project Executive.
- Any other management team leaders with key responsibility for the day-to-day execution of the Project, if any, include resumes in SOQ.

Key Design Team Personnel Resumes. Key personnel include professionals who will be assigned to this Project to provide quality control and design leadership, including the following:

- Architect of Record,
- Architect of Record's Project Manager, if different from Engineer of Record,
- Structural Engineer – Engineer of Record,
- Civil Engineer of Record and/or Design-Build Contractor,
- Mechanical – Engineer of Record and/or Design-Build Contractor,
- Electrical – Engineer of Record and/or Design-Build Contractor,
- Structural – Engineer of Record and/or Design-Build Contractor,

Key Construction Team Personnel Resumes. Key personnel include professionals not identified above as a part of the Design/Builder's Management team, including the following:

- General Contractor's Preconstruction/Design Manager
- General Contractor's General Superintendent,
- General Contractor's Project Manager
- General Contractor's Preconstruction/Project Estimator,
- General Contractor's MEP Coordinator, General Contractor's Quality Control Manager,
- General Contractor's Schedule Control Manager, General Contractor's Safety Officer/ Manager

Any other construction team leaders with key responsibility for the day-to-day execution of the Project, if any, include resumes in SOQ.

Respondents are encouraged to submit up to five (5) additional resumes as necessary to fully communicate any special knowledge or capabilities to be provided by the team. Specialty design consultants providing expertise, such as: Designer, Landscape Architect, Fire Protection Engineer, Low Voltage/Communications, or any other notable design consultant(s).

Key Personnel – Team Matrix. Respondent shall select up to ten projects from the Project Profiles and list each project on the Working Relationship Matrix provided in Form 3 – Working Relationship Matrix attached to this Questionnaire. The matrix will provide County's evaluation team with an understanding of the proposed members' experience and ability to function as a team at the outset of the Project due to prior existing working relationships established on previous projects. For each position listed on the Working Relationship Matrix, indicate whether the key individual being proposed for the Project had a significant role in the listed project's success by placing a "mark" in the appropriate box.

Personnel Resume

Maximum two pages per resume

Name: _____ Title: _____

Firm: _____

Years of Experience: _____ Years with this Firm: _____

Education: _____

Active Registrations, Licenses or Credentials: _____

Awards: _____

Responsibilities on this Project: _____

Experience: For every person identified in the Working Relationship Matrix, identify relevant projects on which the employee has worked. Include a brief description of the project and specifically identify employee's roles, responsibilities, and duration of involvement on the project. On a separate page, provided a response to each prompt below:

- Experience on similar projects
- Design-Build Experience
- Experience with Facilities Construction for Public Sector Clients (Identify California Projects)
- Experience with cogeneration and/or wastewater treatment plant upgrade projects.
- Other experience, training, education, and qualifications relevant to the proposed Project.
- Describe what makes this individual uniquely suited for this assignment.

Project Approach

The information requested in this section is intended to provide County's Evaluation Team with an understanding of how the Design/Builder intends to manage the design and construction of the Project, and why its specific approach is best suited to achieve success.

In ten pages or less, provide the Design/Builder's approach to addressing Design-Build projects, including the philosophy and approach to the design of similar facilities in California. The Design/Builder should also demonstrate its understanding of Progressive Design-Build projects by identifying those features that are critical to Progressive Design-Build projects such as accelerated or compressed schedules, site utilization, energy efficiency, sustainability, designing to meet a target budget, and communication systems with a description of how those features have been addressed to ensure successful projects.

Points will be allocated based upon the Design/Builder's response to the following items:

1. Describe how the Design/Builder will ensure the design will achieve the high level of design quality and functionality described in the Project Criteria. Include documentation illustrating the Design/Builder's Quality Control process and how the Design/Builder intends to minimize design errors and omissions in the construction documents. Provide examples from past projects, along with examples of how any internal issues between and among the design disciplines and the Design/Builder were resolved.

2. Describe how the Design/Builder will establish a GMP acceptable to County in the Preconstruction Phase. Confirm the GMP can be established within the allotted Preconstruction Phase time frame in the RFQ. If the Design/Builder disagrees with the preconstruction time frame, explain why and how the time Preconstruction Phase should be adjusted.

3. Describe how the Design/Builder will ensure a high level of quality and will ensure that the design is fulfilled during construction. Describe the Design/Builder team's philosophy to producing quality infrastructure and the approach to quality control. Provide information on the approach to minimizing warranty callbacks and provide documentation to attest to the success of this approach. Describe how coordination was achieved between design disciplines and how it was communicated to the construction team.

4. Provide a narrative demonstrating experience and successful partnerships with and obtaining approval of the AHJs, such as local fire departments, City or County building departments, and other State, Local or City or County regulatory agencies as appropriate. Describe how the Design/Builder will organize deferred approval packages with representative AHJ's to increase efficiency, support collaboration and leverage the experience of specific trade subcontractors.

5. Describe how the Design/Builder will ensure the Project will be designed for durability, maintainability, sustainability, and will function with superior energy efficiency and reliability.

6. Describe how the Design/Builder intends to develop details, target budgets, trade packages, bid instructions, buyout of subcontractors, and other related procurement documents.

7. Describe how the Design/Builder intends to manage unforeseen and hazardous materials conditions as part of this process in order to minimize or eliminate the need to carry additional contingencies.

8. Describe how the Design/Builder will identify opportunities to accelerate or compress the schedule without reducing the Project's scope.

9. Provide a narrative describing the Design/Builder approach to establishing and maintaining an efficient work environment that allows for cross disciplinary coordination, effective decision making and maintaining accountability and commitments from the project team in a virtual environment. Outline your approach for the incorporation of Lean Construction principles during design and construction. Outline how these, or other techniques may be incorporated in order to create a collaborative environment, including virtual environments, with all stakeholders during the Design-Build process.

10. Provide a schedule illustrating how the Design/Builder intends to manage the Preconstruction Phase of the Project. Include a narrative for the Preconstruction Phase identifying all tasks, milestones, risks, challenges, and potential project impacts. A milestone schedule for the Progressive Design-Build phase is also required. Provide a preliminary schedule in bar chart form, incorporating all critical path milestones and critical activities, including GMP development (at a summary level).

11. Provide a narrative describing the approach to obtaining design decisions, fast track phased design requirements, third party peer reviews, and other review and decision-making processes to maintain a consistent schedule.

12. Provide a narrative identifying the critical elements, means, and methods required to accomplish the work.

13. Describe how the enhanced commissioning requirement, if utilized, will be managed and executed for the Project. When will the scope development be started, what team members will be involved (County, CM, Design/Builder).

PART C -- Respondent's Evidence of Financial Capacity to Perform the Work

Pursuant to Public Contract Code sections 22185.3(a)(2) and (a)(4)(B), Respondents shall provide audited financial statement that ensures the proposed Design/Build Entity has the capacity to complete the Project. Pursuant to Document 00 11 19 (Request for Progressive Design/Build Qualifications and Instructions to Respondents), financial statements shall be submitted in a separately sealed envelope at the same time as the rest of the RFQ Response Package.

Pursuant to Public Contract Code sections 22185.3(a)(2) and (a)(4)(D), Respondents shall provide evidence that establishes that the proposed Design/Build entity has the capacity to obtain all required payment and performance bonding, liability insurance, and errors and omissions insurance.

Verification of Bonding Capacity

Respondent shall list the names of each bonding company that has issued performance and/or payment bonds to Respondent within the past five years. Respondent shall provide written confirmation of its ability to secure and maintain both performance and payment bonds equal to 100% of the Phase Two Contract Price,. The performance bond must be issued as shown in Document 00 61 13.12. The payment bond must be issued as shown in Document 00 61 13.16. Respondent will provide a signed letter from Respondent's surety company in the form attached to this Questionnaire as Form 4. Respondent shall provide responses to the following questions:

1. Is the surety to be used by Respondent for the Project authorized by the Insurance Commissioner to transact business in the State of California as an admitted surety insurer (as defined in the California Code of Civil Procedure Section 995.120)? If the response is anything other than an unqualified "yes", provide a written explanation.

2. Can Respondent truthfully state that **no** surety has paid out any monies on claims on any performance bond issued by a surety for the benefit of the Owner arising out of the construction activities of the entity within the last three years? If the response is anything other than an unqualified "yes", provide a written explanation.

3. Can Respondent truthfully state that **no** surety has paid out any monies on claims on any payment bond issued by a surety for the benefit of the Owner arising out of the construction activities of the entity within the last three years? If the response is anything other than an unqualified "yes", provide a written explanation.

Verification of Insurance

Respondent shall provide written confirmation of its ability to secure and maintain the insurance coverages listed in Document 00 73 16. Respondent will provide a signed letter from Respondent's insurance broker in the form attached to this Questionnaire as Form 5.

Verification of Financial Capacity to Perform

Respondent shall provide an audited financial statement prepared by a Certified Public Accountant, including all exhibits and notes, for the three most recently completed fiscal years.

Exceptions to Contract Terms

Respondent shall provide a list of any exceptions to the Contract Documents on a separate document. A Respondent taking any exceptions to the Contract Documents must provide alternative language for those provisions Respondent takes exception to. Any exceptions or changes requested to the Contract Documents may affect the Respondent's score in the scoring

matrix. Failure to address exceptions to the Contract Documents in the response will be construed as acceptance of all terms and conditions contained therein. Submission of additional contract exceptions after the submission deadline may result in rejection of the Respondent's response. Please note that no exceptions to the insurance or indemnity provisions will be considered.

PART D – Design/Builder License Information

Pursuant to Public Contract Code sections 22185.3(a)(2) and (a)(4)(C), Respondents shall identify the licenses, registration, and credentials required to design and construct the Project, including but not limited to, information on the revocation or suspension of any license, credential, or registration. Contractors and design professionals must hold and maintain California licenses as provided by law. Any Respondent that fails to provide necessary information will not be considered.

General Contractor License

At the time the Respondent's response to this RFQ is submitted, the Respondent's Design/Builder's Team must include a licensed general contractor. Pursuant to Public Contract Code section 3300, the general contractor must hold a valid Class A or B license issued by the California Contractors State License Board. The general contractor must also be registered with the Department of Industrial Relations.

Company Name (under which license is held): _____.

License Number: _____.

Date Issued: _____.

Expiration Date: _____.

With respect to this license, Respondent shall provide answers to the following questions:

1. Has this license ever been suspended or revoked? If "yes," explain below or on a separate page.

2. Has either the company or individual named above had any violations of the Contractors State License Law (Chapter 9 commencing with Section 7000) of Division 3 of the Business and Professions Code, excluding alleged violations or complaints? If "yes," explain each incident below or on a separate page.

3. Has the license holder made any reports to the Contractors State License Board pursuant to California Business and Professions Code section 7071.20 within the past three years? If "yes," please provide a copy of any report made and provide an explanation regarding the circumstances of the civil action.

California Department of Industrial Regulations (DIR) Registration No: _____

DIR has provided information that general contractors, architectural and engineering firms, and subcontractors must be registered as Public Works Contractors with DIR at all times. Each registration must be valid at the time the Respondent submits a response to this RFQ and must be maintained in good standing during the entire term of the Contract (if awarded). Respondents are reminded that re-registration with DIR is required on July 1 of each calendar year. Subcontractors and subconsultants added by the Design/Builder after award are subject to this requirement. When new entities are known (or a substitution is to be performed), Design/Builder must notify County.

Architectural License

Respondent's Architect of Record must be licensed in the State of California and provide responsible control of architectural services as described in Business & Professions Code section 5500.1. Any individual listed below must hold a valid license in good standing. Provide the following information:

Name of Individual who will be in responsible control of the work: _____.

License number: _____.

Expiration Date: _____.

Company Individual is employed by: _____.

With respect to this license, Respondent shall provide answers to the following questions:

1. Have there been any complaints to the California Architects Board related to the individual listed above? If yes, explain below or on a separate page and provide a copy of the complaint(s).

2. Has the individual listed above ever had their license suspended or revoked? If yes, explain below and provide copies of any documents related to the suspension or revocation.

3. Has the individual listed above reported to the California Architects Board anything related to Business & Professions Code section 5588? If yes, explain below or on a separate page and provide a copy any reports.

4. Has the insurer for any individual listed above reported to the California Architects Board anything related to Business & Professions Code section 5588.1? If yes, explain below or on a separate page and provide a copy any reports.

5. Have there been any reports to the California Architects Board related to the individual listed above in connection with Business & Professions Code section 5590? If yes, explain below or on a separate page and provide a copy any reports.

California Department of Industrial Regulations (DIR) Registration No: _____

DIR has provided information that general contractors, architectural and engineering firms, and subcontractors must be registered as Public Works Contractors with DIR at all times. Each registration must be valid at the time the Respondent submits a response to this RFQ and must be maintained in good standing during the entire term of the Contract (if awarded). Respondents are reminded that re-registration with DIR is required on July 1 of each calendar year. Subcontractors and subconsultants added by the Design/Builder after award are subject to this requirement. When new entities are known (or a substitution is to be performed), Design/Builder must notify County.

Engineering Licenses

The Design/Builder's Team must include engineers licensed in the State of California to provide responsible charge of engineering services as described in the Professional Engineers Act in Business & Professions Code section 6700 et. seq. Any individual listed below must hold a valid license in good standing. The Respondent must provide information for, at a minimum, the structural, civil, mechanical, and electrical engineering disciplines. Respondent may (but it not required to) list additional engineering disciplines at its sole discretion.

Engineering discipline (e.g., structural, civil, electrical, mechanical, geotechnical): _____.

Name of Individual who will be in responsible charge of the work: _____.

License number: _____.

Expiration Date: _____.

Company Individual is employed by: _____.

For each license, Respondent shall provide answers to the following questions:

1. Have there been any complaints to the Board for Professional Engineers, Land Surveyors, and Geologists related to the individual listed above? If yes, explain below or on a separate page and provide a copy of the complaint.

2. Has the individual listed above ever had their license suspended or revoked? If yes, explain below and provide copies of any documents related to the suspension or revocation.

3. Has the individual listed above reported to the Board for Professional Engineers, Land Surveyors, and Geologists anything related to Business & Professions Code section 6770? If yes, explain below or on a separate page and provide a copy any reports.

4. Has the insurer for any individual listed above reported to the Board for Professional Engineers, Land Surveyors, and Geologists anything related to Business & Professions

Code section 6770.2? If yes, explain below or on a separate page and provide a copy any reports.

5. Have there been any reports to the Board for Professional Engineers, Land Surveyors, and Geologists related to the individual listed above in connection with Business & Professions Code section 6770.01? If yes, explain below or on a separate page and provide a copy any reports.

California Department of Industrial Regulations (DIR) Registration No: _____

DIR has provided information that general contractors, architectural and engineering firms, and subcontractors must be registered as Public Works Contractors with DIR at all times. Each registration must be valid at the time the Respondent submits a response to this RFQ and must be maintained in good standing during the entire term of the Contract (if awarded). Respondents are reminded that re-registration with DIR is required on July 1 of each calendar year. Subcontractors and subconsultants added by the Design/Builder after award are subject to this requirement. When new entities are known (or a substitution is to be performed), Design/Builder must notify County.

PART E – Respondent Safety Information

Pursuant to Public Contract Code sections 22185.3(a)(2) and (a)(4)(E) and (a)(4)(G), Respondents shall provide requested information regarding workers' compensation experience history, their worker safety program, and an acceptable safety record. A Respondent's safety record shall be deemed acceptable if its experience modification rate for the most recent three-year period is an average of 1.00 or less, and its average total recordable injury or illness rate and average lost work rate for the most recent three-year period does not exceed the applicable statistical standards for its business category or if the Respondent is a party to an alternative dispute resolution system as provided in Labor Code section 3201.5.

Pursuant to Public Contract Code Section 22185.3(a)(4)(G), if the Design/Builder's experience modification rating (EMR) for the most recent three year period exceeds an average of 1.00, then the Design/Builder will receive a score of Fail for this item. Points will be allocated based upon the Design/Builder's response, as follows:

Average EMR for the past 3 years:

0.60 or less: 100 points
0.61 to 0.70: 80 points
0.71 to 0.80: 60 points
0.81 to 0.90: 40 points
0.91 to 1.00: 20 points
1.01 or more: 0 points/fail

<u>Safety Program Questionnaire</u>

Each Respondent shall provide responses to the following questions:

1. Does Respondent have a written Injury and Illness Prevention Program that complies with Title 8 of the California Code of Regulations? Please provide a copy.

2. Does Respondent have a written safety program that meets all CAL/OSHA requirements? Please provide a copy.

3. Will the Design/Builder have personnel permanently assigned and dedicated to safety on the Project?

4. Will the Design/Builder have a Safety Officer for the Project? Provide your Safety Officer's qualifications, work experience, authority, job duties, percentage of time spent in fulfilling their duties as Safety Officer, and who they report to.

Each Respondent shall provide the following documents and information:

Provide a consolidated summary of your firm's injury and illness data for the last three years.

Submit evidence that establishes the Design/Builder has an acceptable safety record. An acceptable safety record is when the Design/Builder's experience modification rating (EMR) for the most recent three-year period is an average of 1.00 or less, and its average total recordable injury or illness rate and average lost work rate for the most recent three year period does not exceed the applicable statistical standards for the construction industry.

Provide the endorsement page of your worker's compensation insurance policy, or other documentation from your insurance carrier, listing your EMR. County will hold in confidence all required information to the extent allowed by the California Public Records Act.8.Provide your Worker's Compensation Experience Ratings (Experience Modification Rating (EMR)) for the past three years, starting on January 1, 2022.

Attach the endorsement page from your policy listing your EMR or have your insurance carrier or broker provide this information on their letterhead. The information is available from your worker's compensation insurance carrier.

Insurance Carrier:_____

Contact for Insurance Information: _____

Title: _____ Telephone:_____

Safety Performance

Consolidate your firm's injury and illness data for the last three years, starting on January 1, 2022, for the General Contractor and complete the table below. The Occupational Safety and Health Administration's (OSHA) Industry Group 154 (Business Category), classification 1542, will be used as the applicable standard for the construction of this Project. The information provided must be for your company as a whole and not individual office locations. Provide

copies of your OSHA 300 and OSHA 300A logs for the last three years. For each fatality, attach a description of the accident, including cause, actions taken resulting from that fatality and actions taken to prevent future fatalities.

Event	Year 2022	Year 2023	Year 2024	3-Year Average
A. Average Number of Employees				
B. Hours Worked				
C. Number of Fatalities*				
D. Permanent Total Disabilities (PTD)				
E. Lost Workday Cases (LWC)				
F. Lost Time Injuries (LTI) [Rows C+D+E]				
G. Lost Time Injury Rate (LTIR)				
H. Lost Workdays				
I. Lost Workday Severity Rate				
J. Restricted Workday Cases (RWC)				
K. Medical Treatment Cases (MTC)				
L. Total Recordable Cases. [Rows F+J+K]				
M. Total Recordable Incident Rate (TRIR)				
N. Environmental Occurrences				

PART F – Design/Builder Questions

Respondent shall provide responses to questions regarding legal violations, terminations, failures to complete projects, claims and disputes. Respondent shall provide full and complete responses to each question below.

1. **Termination/Failure to Complete; Violations; Claims, Arbitration and Litigation**

Submit declarations, information and/or details pertaining to all the following:

- Provide a declaration certifying that Design-Build Primary Team members have not had a surety company finish work on any project within the last five years. (Pass/Fail)

- Provide information pertaining to any construction or design claim or litigation totaling more than two-hundred and fifty thousand dollars ($250,000) or five percent of the annual value of work performed, whichever is less, settled against any Design-Build Primary Team member within the last five years. Ten points will be allocated based upon the Design/Builder's response, as follows: 0 instances, 10 points; 1 instance, 7 points; 2 instances, 3 points; more than 2 instances, 0 points.

2. **OSHA Violations**

Provide information pertaining to serious violations of the Occupational Safety and Health Act, as provided in Part 1 (commencing with Section 6300) of Division 5 of the Labor Code, settled

against any Design-Build Primary Team member. Ten points will be allocated based upon the Design/Builder's response, as follows: 0 instances, 10 points; 1 instance, 7 points; 2 instances, 3 points; more than 2 instances, 0 points.

3. **Violations of Law**

Provide information pertaining to any violations of Federal or State law, including, but not limited to, those laws governing the payment of wages, benefits, or personal income tax withholding, or of Federal Insurance Contributions Act (FICA) withholding requirements, State disability insurance withholding, or unemployment insurance payment requirements, settled against any Design-Build Primary Team member over the last five years. For the purposes of this sub clause, only violations by a Design-Build Primary Team member as an employer shall be deemed applicable, unless it is shown that the Design-Build Primary Team member, in his or her capacity as an employer, had knowledge of his or her subcontractor's violations or failed to comply with the conditions set forth in Subdivision (b) of Section 1775 of the Labor Code. Ten points will be allocated based upon the Design/Builder's response, as follows: 0 instances, 10 points; 1 instance, 7 points; 2 instances, 3 points; more than 2 instances, 0 points.

4. **Disqualifications**

Provide information and details of any instances that the Design-Build Primary Team members, any officer of the Design-Build Primary Team members, or any employee of the Design-Build Primary Team members who has a proprietary interest in the Design/Builder, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, State, or local government project because of a violation of law or a safety regulation (Public Contract Code 10162). Ten points will be allocated based upon the Design/Builder's response, as follows: 0 instances, 10 points; 1 instance, 7 points; 2 instances, 3 points; more than 2 instances, 0 points.

5. **Information Regarding License Violations**

Provide information pertaining to any violations by the Design-Build Primary Team members of the Contractors State License Law (Chapter 9, commencing with Section 7000) of Division 3 of the Business and Professions Code), excluding alleged violations or complaints. Ten points will be allocated based upon the Design/Builder's response, as follows: 0 instances, 10 points; 1 instance, 7 points; 2 instances, 3 points; more than 2 instances, 0 points.

6. **False Claims**

Provide a declaration that no Design-Build Primary Team member has been convicted of submitting a false or fraudulent claim to a public agency within the last ten years. (Pass/Fail)

7. **Verification of Labor Code compliance**

Provide a declaration that the Design/Builder will comply with all other provisions of law applicable to the Project, including, but not limited to, the requirements of Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code. (Pass/Fail)

8. **Skilled and Trained Workforce Compliance**

Provide a declaration that the Respondent shall use a skilled and trained workforce as required in Document 00 73 49 (Skilled and Trained Workforce Requirements).

PART G – Respondent Certifications

Respondent shall certify that all of the information provided in response to County's Request for Qualifications and Document 00 45 40 (Respondent Certifications) is true, accurate and complete as of its submission date. The certification must be signed under penalty of perjury as required under penalty of perjury as provided in Public Contract Code section 22185.3(a)(5). The certification must be made by the proposed Design/Builder and its general partners and/or joint venturers. Respondent must use the certification provided in Part G and attach additional certifications as required.

The below certification must be signed by an authorized representative of the Respondent and any of its general partners and/or joint venturers, if any. If the proposed Design/Builder is a corporation, limited liability company, partnership, joint venture, or other legal entity, the information provided shall be certified under penalty of perjury by both the proposed Design/Builder and its general partners or joint venture members.

I, _____, hereby declare that I am the _____ (Title) of _____ (Respondent) submitting this Questionnaire in response to County's RFQ for the Energy Recovery & Efficiency Project; that I am duly authorized to sign this Questionnaire on behalf of the above named entity; and that all information set forth in Parts A through F of this Questionnaire and all attachments hereto are, to the best of my knowledge, true, accurate and complete as of its submission date.

The undersigned declares under penalty of perjury that all of the prequalification information submitted with this form is true and correct and that this declaration was executed in _____ (county), _____ (state), on _____, 2025.

Signature: _____

Print name: _____

Address: _____

City, State, Zip: _____

Respondent shall attach additional declaration pages as required for each partner and/or joint venturer.

FORM 1 - Subcontractor Information

Respondent shall provide the following information for each Subcontractor listed in its RFQ Response Package.

Subcontractor Information

Subcontractor Name: _____.
Address: _____.
Scope of Work: _____.
License Number: _____. Date Issued: _____.
License Classification(s): _____.
Will this Subcontractor provide design services for the Project? _____.
Name of licensed engineer(s) and license numbers: _____.

Subcontractor Project Experience

List at least three projects substantially related to the Project that were completed within the past five years). Provide the following information.

Project name: _____.
Project address: _____.
Project Contact (name): _____. Phone: _____.
Your contract amount: $_____.
Whom you contracted with: _____.
Delivery method (e.g., design-build, design-bid-build): _____.

Subcontractor References

Provide at least three references for prior, similar projects. The references do not have to match the projects listed in "Subcontractor Project Experience".

Reference name: _____.
Company/Organization: _____.
Address: _____.
Telephone: _____. E-mail address: _____.
Name of project: _____.

FORM 2 - Respondent Project Profile

Respondent shall provide the following information for each prior project in its RFQ Response Package.

Project name and location: _____.
Project description: _____.
Delivery method: _____.
Gross square footage: _____.
Describe the relevance of this project to the Project: _____.
Describe any sustainability measures on the project: _____.
Describe any awards the project won: _____.
Provide any other relevant information: _____.

Owner name: _____.

Contact name: _____.
Address: _____.
Telephone: _____. E-mail address: _____.

Project Manager: _____.
Personnel who worked on the project and are proposed for this Project: _____.
Role of each person listed above: _____.

General contractor: _____.
Architect: _____.
Construction manager: _____.
Other relevant firms involved: _____.

Scheduled completion date: _____. Actual completion: _____.
Original contract amount: $_____. Final contract amount: $_____.
Explain difference (if any): _____.

FORM 3 – Working Relationship Matrix

Working Relationship Matrix Check boxes to indicate on which projects team members have worked. If a member has not worked on a project leave the box blank.	Project	Project	Project	Project	Project	Project	Project	Project	Project
Design-Build Entity's Exec. Leader (insert name)									
GC's Project Executive (insert name)									
EOR's Project Executive (insert name)									
EOR's Project Manager (insert name)									
Architect of Record (insert name)									
Design Architect (if different than Architect of Record)									
Structural Engineer of Record (insert name)									
Civil Engineer of Record (insert name)									
Mechanical Engineer of Record (insert name)									
Electrical Engineer of Record (insert name)									
GC's General Superintendent (insert name)									
GC's Preconstruction/Design Manager (insert name)									
GC's Project Manager (insert name)									
GC's Preconstruction/Project Estimator (insert name)									
GC's Quality Control Manager (insert name)									
GC's Schedule Control Manager (insert name)									

GC's MEP Coordinator (insert name)									
Specialty Consultant: (insert name)									
Specialty Consultant: (insert name)									
Specialty Consultant: (insert name)									
Specialty Consultant: (insert name)									
Specialty Consultant: (insert name)									
Specialty Consultant: (insert name)									

FORM 4 - Surety Letter

Each Respondent shall provide a letter in the form below, signed by the surety Respondent intends to use for the Project.

County of Riverside
Riverside University Health System (RUHS)
4095 County Circle Drive
Riverside, CA 92503

Re: County of Riverside – Harmony Haven Children & Youth Wellness Center
Letter of Intent to Issue Security

Dear County of Riverside,

_____ (the Respondent) has submitted this letter in support of its Response to the Request for Qualifications (RFQ) for the Energy Recovery & Efficiency Project (Project) issued by County of Riverside.

The below-signed Surety has reviewed County's RFQ and the Respondent's response to that RFQ. The Surety hereby certifies that it intends to issue on behalf of the Respondent, as security for performance under the progressive design-build agreement for the Project, a Performance Bond and a Payment Bond for the benefit of County each in the amount of not less than the Project budget of $[insert amount], in the event the Respondent is awarded a contract following the conclusion of County's selection process.

Regards,

Signature
Name of Authorized Signatory
Title
Name of Surety Company

FORM 5 - Insurance Company Letter

Each Respondent shall provide a letter in the form below, signed by the insurer (or authorized representative of) Respondent intends to use for the Project.

County of Riverside
Riverside University Health System (RUHS)
4095 County Circle Drive
Riverside, CA 92503

Re: County of Riverside – Harmony Haven Children & Youth Wellness Center
Letter of Intent to Issue Insurance

Dear County of Riverside,

We, the below undersigned, represent _____ (the Respondent) as _____'s insurance broker of record. We write in support of Respondent's submission in response to the County of Riverside's (County) Request for Qualifications (RFQ) to Provide Progressive Design-Build Services for the Energy Recovery & Efficiency Project.

We affirm that we have reviewed and understand the insurance requirements contained in the RFQ. We affirm that, if awarded the ultimate contract contemplated under this RFQ and the subsequent RFP, Respondent will be able to fully comply with all insurance requirements as presented in this RFQ, for itself as well as for all of its subcontractors, for both onsite and offsite work.

We understand that, should Respondent be selected for award of the contract, and subsequently fail to satisfy the insurance requirements as they have been outlined in this RFQ, such failure may result in Respondent's Proposal being deemed non-responsive.

Regards,

Signature
Name of Authorized Signatory
Title
Name of Surety Company

FORM 6 - Conflict of Interest

Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the County of Riverside, or the person's objectivity in performing work is or might be otherwise impaired, or a person has an unfair competitive advantage.

[Instructions: For each Team Member, include an organizational conflict of interest letter covering the items below]

1. Name of Team Member and name of the Respondent Team.

2. The name, address, telephone number, and federal taxpayer identification number, if applicable.

3. A description of the nature of the services rendered by or to be rendered on the Project or related thereto.

4. A statement of any past (within the past three years), present, or currently planned financial, contractual, organizational, or other interests relating to the performance of the Work of the Project.

    a. For contractual interests, such statement must include the name, address, telephone number of the client or client(s), a description of the services rendered to the previous client(s), and the name of a responsible officer or employee who is knowledgeable about the services rendered to each client, if, in the three years preceding the date of the statement, services were rendered to the County of Riverside or any other client respecting the same subject matter of the Project, including planning, financing, and approvals. The client and contract number under which the services were rendered must also be included, if applicable.

    b. For financial interests, the statement must include the nature and extent of the interest and any entity or entities involved in the financial relationship. For these and any other interests enough such information must be provided to allow a meaningful evaluation of the potential effect of the interest on the performance of the work of the Project.

5. A statement that no actual or potential conflict of interest or unfair competitive advantage exists with respect to the services to be provided in connection with the contract.

6. A signature by an authorized representative, including typed name, title, and date.

Failure to provide the required statement may result in a Respondent being determined ineligible for award. Misrepresentation or failure to report any fact may result in the assessment of penalties associated with false statements or such other provisions provided for by law or regulation.

FORM 7 - FEE AND HOURLY RATES

Each Respondent shall provide the following information regarding its mark-ups for profit, design fees, and hourly rates.

Respondent Name: _____

Design/Builder Profit Mark-up: _____%

Design/Builder Design Fee (Engineer of Record): _____% (of Project's direct cost)

Hourly Rates for Design/Builder's Key Personnel:

Design/Builder's Executive Leader	$_____/ hour
General Contractor's Executive Leader	$_____/ hour
General Contractor's Project Executive	$_____/ hour
General Contractor's Preconstruction/Design Manager	$_____/ hour
General Contractor's Project Manager	$_____/ hour
General Contractor's General Superintendent	$_____/ hour
General Contractor's Preconstruction/Project Estimator	$_____/ hour
General Contractor's MEP Coordinator	$_____/ hour
General Contractor's Quality Control Manager	$_____/ hour
General Contractor's Schedule Control Manager	$_____/ hour
Engineer's Project Executive	$_____/ hour
Engineer's Project Manager	$_____/ hour
Engineer of Record	$_____/ hour
Engineer's Lead Designer	$_____/ hour
Mechanical Engineer of Record	$_____/ hour
Mechanical Engineer's Project Manager	$_____/ hour
Electrical Engineer of Record	$_____/ hour
Structural Engineer of Record	$_____/ hour

END OF DOCUMENTDOCUMENT 00 31 16

PROJECT BUDGET INFORMATION

Owner's budget for the Project is $ 148,000,000 and the Design/Builder must deliver the Project at or below that cost. The Design/Builder shall not submit to Owner a Guaranteed Maximum Price that exceeds the Project Budget. The total design and construction cost shall include developer fees, construction, fixtures, furniture and equipment ("FFE"), permits, connection fees, emergency generators, security and access Control, low voltage cabling and amenities.

The Design/Builder shall deliver the Project in accordance with the requirements of the Contract Documents, and in particular, Article I.D of Document 00 72 53 (General Conditions – Design/Build). Design/Builder shall secure all building permits, which permits will be issued by Owner with no associated fees.

END OF DOCUMENT

DOCUMENT 00 31 19

EXISTING CONDITIONS INFORMATION

I. GENERAL

This Document describes the existing conditions at or near the Project Site, based on information known to Owner as of the date the RFQ was issued, and the use of information available regarding existing conditions. This document is **not** part of the Contract Documents. Capitalized terms used in this Document shall carry the meaning defined in other parts of the Contract Documents, unless defined in this Document.

II. REPORTS AND INFORMATION ON EXISTING CONDITIONS

A. Documents providing a general description of the Project Site and conditions of the Work may have been collected by Owner, its consultants, and contractors. These documents may include previous contracts, contract specifications, tenant improvement contracts, as-built drawings, utility drawings and information regarding underground facilities.

B. Information regarding existing conditions may be inspected at Owner's offices or the Construction Manager's office, if any, and copies may be obtained at cost of reproduction and handling upon the Respondent's agreement to pay for any copies. These reports, documents and other information are **not** part of the Contract Documents.

C. Information regarding existing conditions may also be included in the Project Manual but shall **not** be considered part of the Contract Documents.

III. AVAILABLE DOCUMENTATION

Design/Builder acknowledges that the following information has been made available for its review:

Harmoney Haven Final Facilities Assessment Report dated June 29, 2023	136 pages
HHCYC Site Plan Existing Roads and Buildings, undated	1 page
High Level Program Requirements dated May 13, 2025	2 pages
RFP Addendum #1 dated July 16, 2025	2 pages
CDHCS Proposition 1 BHCIP Act of 2024 Request for Applications, undated	27 pages

IV. USE OF EXISTING CONDITIONS INFORMATION

A. Information regarding existing conditions was obtained only for use of Owner and its consultants, contractors, and tenants for planning and design and is **not** part of the Contract Documents.

B. Owner does not warrant, and makes no representation regarding, the accuracy or thoroughness of any information regarding existing conditions. All Respondents, by the act of submitting a proposal, represent, acknowledge and agree that they are in no way relying on any information regarding existing conditions supplied by Owner.

C. Under no circumstances shall Owner be deemed to warrant or represent existing above-ground conditions, as-built conditions, or other actual conditions, verifiable by independent investigation. These conditions are verifiable by each Respondent by the performance of its own independent investigation, and Design/Builder should not and shall not rely on this information or any other information supplied by Owner regarding existing conditions.

D. Any information shown or indicated in the reports and other data supplied herein with respect to existing underground facilities at or contiguous to the Project may be based upon information and data furnished to Owner by Owner's employees and/or consultants, builders of such underground facilities, or others. Owner does not assume responsibility for the completeness of this information, and each Respondent is solely responsible for any interpretation or conclusion drawn from this information.

E. Owner shall be responsible only for the general accuracy of information regarding underground facilities, and only for known underground facilities that are owned by Owner, and only where the Respondent has conducted the independent investigation required of it pursuant to the Instructions to Respondents, and discrepancies are not apparent.

F. On request, Owner will provide each Respondent access to the Project Site to perform a site walk. Respondents may not conduct any explorations, investigations, tests and studies. Respondent must execute an appropriate access and indemnity agreement prior to any entry onto the Project site.

V. USE OF INFORMATION ON EXISTING CONDITIONS

A. Above-Ground Existing Conditions. Under no circumstances shall Owner be deemed to make a warranty or representation of visible existing above-ground conditions, as-built conditions, or other above-ground actual conditions verifiable by reasonable independent investigation. These conditions are verifiable by the Respondent by the performance of its own independent investigation. The Respondent must not rely on the information supplied by Owner regarding existing aboveground conditions.

B. Below Ground Existing Conditions. The Reports and Information above provide information regarding existing conditions below ground, including but not limited to structures and Hazardous Materials Respondent may encounter in performing the Work. Respondent shall demolish existing structures and remove Hazardous Materials as described in the Contract Documents.

C. Respondent is responsible for understanding and interpreting all information on below ground conditions and is responsible for conducting an independent review of the information provided by Owner. In reviewing any information regarding below ground conditions, Respondent is responsible for making all reasonable interpretations and drawing all reasonable conclusions from that information and shall be solely responsible for any interpretations or conclusions drawn from those materials.

D. In accordance with Public Contract Code Section 7104, the Contract Price and Contract Times will be adjusted if Respondent incurs additional costs or time on account of Hazardous Materials and/or below ground site conditions that differ materially from those indicated in information about the Project or the Site made available to Design/Builder prior to the deadline for submitting proposals (including but not limited to Reference Documents) or that Respondent could, or in the exercise of reasonable diligence should, have anticipated based on that information.

VI. LIMITED RELIANCE PERMITTED ON CERTAIN INFORMATION

A. By submitting a response to this RFQ, Respondent represents and agrees it is not relying on any geotechnical or other data regarding Project Site conditions supplied by Owner, except as specifically set forth herein.

B. The Respondent may rely upon the accuracy of the "technical data" contained in the Reports and Information identified above, but only insofar as it relates to subsurface conditions and only if Respondent has conducted a thorough review of such technical data and discrepancies were not apparent. The term "technical data" in the referenced reports and drawings shall be limited as follows:

1. The term "technical data" shall include actual reported depths, reported quantities, reported soil types, reported soil conditions, and reported material, equipment or structures that were encountered during subsurface exploration.

2. The term "technical data" does not include, and the Design/Builder may not rely upon, any other data, interpretations, opinions, or information shown or indicated in such drawings or reports that otherwise relate to subsurface conditions or described structures.

3. The term "technical data" shall not include the location of Underground Facilities.

4. The Respondent may not rely on the completeness of reports and drawings for the purposes of design or construction. The Respondent may rely upon the general accuracy of the “technical data” contained in such reports or drawings.

5. The Respondent is responsible for making reasonable interpretations of technical data and reports. The Respondent is solely responsible for any unreasonable interpretation or conclusion drawn from any “technical data” or any other data, interpretations, opinions or information contained in supplied geotechnical data.

END OF DOCUMENT

DOCUMENT 00 42 53

BUDGET ESTIMATE TEMPLATE

The County shall request the following information from the top three ranked Respondents before scheduling interviews with those three Respondents.

Budget Estimate Template		
Respondent Identification		
Respondent Name		
FEASIBILITY/DUE DILIGENCE		
USE OF FUNDS	**Amount**	**Notes and additional comments**
Owner Administration		
Legal		
Architect (schematic drawings/fit study)		
Consultants (specify)		
Engineering		
Construction Manager/Owner's Representative		
Preliminary Title Report (submitted with application)		
Phase 1 Environmental Report		
Phase 2 Environmental Report, if necessary		
Site Surveys (soils and environmental)		
Other Feasibility / Due Diligence Costs		
Other Feasibility / Due Diligence Costs		
Contingency		
Total Feasibility Costs	$0.00	
DEVELOPMENT PLANNING		

USE OF FUNDS	**Amount**	**Notes and additional comments**
Owner Administration		
Legal		
Architecture (design drawings and construction drawings)		
Construction Manager/Owner's Representative		
Civil Engineer		
Mechanical, Electrical, and Plumbing (MEP) Engineer		
Structural Engineer		
Certified Appraisal Fee (for Property Match)		
Consultants (specify)		
Consultants (specify)		
Consultants (specify)		
Other Developmental Planning Costs (specify)		
Other Developmental Planning Costs (specify)		
Other Developmental Planning Costs (specify)		
ALTA Lender's Policy (estimate 0.01% of total grant award)		
Contingency		
Total Development Planning Costs	$0.00	
REHABILITATION OF EXISTING FACILITY		
USE OF FUNDS	**Amount**	**Notes and additional comments**
Owner Administration		
Legal		
Construction Manager/Owner's Representative		
Physical Needs Assessment (PNA)		
Asbestos and Lead Paint Survey (required for all rehabs)		

Site Work/Grading (materials and labor)		
Hard Costs (materials and labor); labor must include prevailing wages		
Furniture/Fixtures/Equipment (FFE; 10% cap)		
Demolition		
Contractor Overhead		
Contractor Profit		
Prevailing Wages Administration		
Builder's Risk Insurance		
General Liability Insurance		
Project Inspection		
Urban Greening		
Other Rehabilitation (specify)		
Other Rehabilitation (specify)		
Other Rehabilitation (specify)		
Owner's Contingency		
Total Rehabilitation Costs	$0.00	
GROUND-UP NEW CONSTRUCTION		
USE OF FUNDS	**Amount**	**Notes and additional comments**
Owner Administration		
Legal		
Construction Manager/Owner's Representative		
Site Work (materials and labor)		
Hard Costs (materials and labor); labor must include prevailing wages		
Furniture/Fixtures/Equipment (FFE; 10% cap)		
Demolition		
General Conditions/Requirements		
Contractor Profit		
Prevailing Wages Administration		

Builder's Risk Insurance		
General Liability Insurance		
Project Inspection		
Urban Greening		
Other New Construction (specify)		
Other New Construction (specify)		
Other New Construction (specify)		
Other New Construction (specify)		
Other New Construction (specify)		
Owner's Contingency		
Total New Construction Costs	$0.00	
CONSTRUCTION PERMITS AND FEES		
USE OF FUNDS	**Amount**	**Notes and additional comments**
Owner Administration	$0.00	
Payment and Performance Bonds by General Contractor		
Building Permit Fees		
Local Development Impact Fees		
DIR Employment Reporting		
Other Construction Permits and Fees (specify)		
Other Construction Permits and Fees (specify)		
Other Construction Permits and Fees (specify)		
Owner's Contingency		
Total Construction Permits and Fees	$0.00	
OTHER PROJECT COSTS		
USE OF FUNDS	**Amount**	**Notes and additional comments**
Post-Construction Commissioning	$0.00	
Accounting/Reimbursable	$0.00	
Other Costs (specify)	$0.00	

Other Costs (specify)	$0.00	
Other Costs (specify)	$0.00	
Other Costs (specify)	$0.00	
Owner's Contingency	$0.00	
Total Other Project Costs	$0.00	
DEVELOPER COSTS		
USE OF FUNDS	**Amount**	**Notes and additional comments**
Developer Overhead		
Consultants/Processing Agents		
Project Administration		
Other Developer Costs (specify)		
Total Developer Costs	$0.00	
TOTAL BUDGET	**$0.00**	

END OF DOCUMENT

DOCUMENT 00 45 19

NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH RESPONSE TO REQUEST FOR QUALIFICATIONS

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

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

_____
Signature of Respondent

Subscribed and sworn before me by _____,
this _____ day of _____, _____.

(SEAL)

_____
Notary Public

END OF DOCUMENT

DOCUMENT 00 45 40

RESPONDENT CERTIFICATIONS

This Document 00 45 40 shall be executed by all Respondents and submitted with the Respondent's Response to the RFQ.

The undersigned Respondent certifies to the County of Riverside as set forth in this Document 00 45 40 below.

CERTIFICATION OF AUTHORITY

I, the individual named below, certify under penalty of perjury that I am duly authorized to legally bind the Respondent to the certifications listed in this Document 00 45 40. This certification is made pursuant to the laws of the State of California

STATEMENT OF CONVICTIONS

By my signature hereunder, I hereby swear, under penalty of perjury, that no finding of contempt of court by a Federal Court has been issued against Respondent within the past two years because of failure to comply with an order of a Federal Court or to comply with an order of the National Labor Relations Board.

CERTIFICATION OF WORKER'S COMPENSATION INSURANCE

By my signature hereunder, as the Design/Builder, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS

By my signature hereunder, as the Design/Builder, I certify that I am aware of the provisions of Section 1773 of the California Labor Code, which requires the payment of prevailing wage on public projects. Also, that the Design/Builder and any Construction General Contractor, Construction Subcontractors, and Subcontractors under the Design/Builder shall comply with California Labor Code section 1776, regarding wage records, and with California Labor Code section 1777.5, regarding the employment and training of apprentices. It is the Design/Builder's responsibility to ensure compliance by any and all Construction General Contractor, Construction Subcontractors, and Subcontractors performing work under this Contract.

CERTIFICATION OF COMPLIANCE WITH PUBLIC WORKS CHAPTER OF LABOR CODE

By my signature hereunder, as the Design/Builder, I certify that I am aware of Sections 1777.1 and 1777.7 of the California Labor Code and Design/Builder Construction General Contractor, Construction Subcontractors, and Subcontractors and am eligible to bid, propose and work on public works projects.

CERTIFICATIONS REGARDING CONSTRUCTION TRADES

By my signature hereunder, as the Design/Builder, I certify that I have considered which construction trades will be performing each aspect of the Work of the Project, and the different wages payable to the various trades, in determining the amount to propose for the Contract.

CERTIFICATION REGARDING COMMITMENT TO SKILLED AND TRAINED WORKFORCE

By my signature hereunder, as the Design/Builder, I certify that the Design/Builder shall provide an enforceable commitment to Owner that the Design/Builder and Construction General Contractor, Construction Subcontractors, and Subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades, in accordance with Chapter 2.9 (commencing with Section 2600) of Part 1 of the Public Contract Code.

Respondent understands that Owner will be relying on these certifications if it awards the Contract to the undersigned.

RESPONDENT: _____
(Name of Respondent)

Date: _____, **[20___]** By: _____
(Signature)

Name: _____
(Print Name)

Its: _____
(Title)

END OF DOCUMENT

DOCUMENT 00 51 00

[FORM OF] NOTICE OF AWARD

Dated: _____, 20____

To: _____

Address: _____

_____

CONTRACT FOR: Harmony Haven Children & Youth Wellness Center

You must comply with the following conditions by 5:00 p.m. on the 10th day following the date of this Notice of Award. You must provide three (3) copies of the proposed Contract Documents listed below accompany this Notice of Award.

C. Deliver to Owner fully executed counterparts of Document 00 52 53 (Agreement Form – Owner-Design/Builder). Each copy of Document 00 52 53 must bear your original signature on the signature page and your initials on each page.

D. Deliver to Owner four original copies of Document 00 65 36 (Warranty and Guaranty), each executed by you and with your initials on each page.

E. Deliver to Owner one original set of the insurance certificates with endorsements required under Document 00 73 16 (Insurance Requirements).

F. **[Insert other, if applicable]**

G. **[Insert other, if applicable]**

Failure to comply with these conditions within the time specified will entitle Owner to consider your Proposal abandoned, to annul this Notice of Award, and to declare your Proposal security forfeited. Award of your Contract is also subject to all required State of California approvals.

OWNER:

The County of Riverside

By: _____

(Title)

_____

(Print Name)

ATTEST: _____

Secretary

_____

(Print Name)

END OF DOCUMENT

DOCUMENT 00 51 01

NOTICE OF INTENT TO AWARD

DATE POSTED: _____**, 2025**

CONTRACT FOR: **Harmony Haven Children & Youth Wellness Center**

_____, the _____ of Owner intends to recommend to its Owner Executive Board the Award of the above-referenced Contract to _____(Name of Design/Builder).

Information regarding Owner's decision supporting the planned Contract award and the second and third ranked Respondents is included on the attached Exhibit A.

The County of Riverside

By: _____

_____
(Print name)

Title: _____

Date: _____

END OF DOCUMENT

DOCUMENT 00 52 50.53

CONSTRUCTION MANAGEMENT SERVICES

I. INTRODUCTION

A. Design/Builder shall provide Owner with professional construction and design-build general contractor services in connection with the Project described in Document 00 52 53.

B. Amounts paid for services required by this Document 00 52 50.53 shall be paid as otherwise provided in the Contract Documents. To the extent the amounts have been paid prior to execution of the Contract Documents, such amounts shall be credited as payments reducing the Contract Sum.

C. Design/Builder shall perform all design services required under the Contract Documents, including but not limited to those services described in Document 01 11 50 (Summary of Work – Design and Pre-Construction Services) and all other necessary professional design services that Design/Builder determines are required to complete the Work within the Contract Time.

II. PROJECT PLANNING

A. **Existing Conditions Review and Verification**. Consistent with the standard of care of an experienced design-build contractor building a similar size and nature facility in the geographic locale of the Project, Design/Builder shall conduct a comprehensive review of Project site conditions, sufficient for the performance of all aspects of the Work, including, but not limited to:

1. Site logistics, site access restrictions or requirements, traffic, noise restrictions, hourly work restrictions, requirements of public and/or private AHJs, and any other restriction or consideration that may affect Design/Builder's Work.

2. Existing conditions information provided by Owner including, but not limited to, review and study of all available as-built information, geotechnical reports, engineering studies, previous contracts, measurements, surveys, documents and materials described and/or provided in 00 31 19 Existing Conditions Information.

3. Any other investigations deemed necessary by Design/Builder to fully acquaint itself with existing conditions for purposes of its Work.

4. Design/Builder shall also indicate any additional information it needs, lacks, or would assist Design/Builder in assessing existing conditions. Owner and Design/Builder shall work collaboratively to secure any further, additional information required by Design/Builder.

B. **Identification and Pricing of Long Lead Time Items**. Upon receipt of a Notice to Proceed for Phase One Services Design/Builder shall identify at the earliest practical time any materials, supplies, equipment or other items required for the Work that will require long lead times to procure ("Long Lead Time Item").

1. Design/Builder shall provide Owner with a written report on each Long Lead Time item, including an explanation of the need for the item, the expected time required to procure the item, any action required by Owner or any third party as a condition to Design/Builder placing an order for the item, and the expected price for the item. Whenever possible, Design/Builder shall provide pricing from multiple sources.

2. Owner shall review the information provided by Design/Builder and, within a reasonable time, provide a response to the Design/Builder.

3. Owner may, in its sole and absolute discretion, enter into one or more Contract modifications to allow Design/Builder to procure a Long Lead Time Item prior to completion of Design/Builder's Phase One Services. Contract modifications shall be made in accordance with Document 01 26 00 (Contract Modification Procedures).

4. The price of any Long Lead Time Items shall be determined in accordance with Document 01 26 00 (Contract Modification Procedures). Design/Builder shall comply with the requirements of Document 01 20 53 (Measurement and Payment).

5. Any Long Lead Time Item added to the Contract Documents through a Contract modification shall be included in the Guaranteed Maximum Price.

C. **Report on Construction Progress Planning**. Design/Builder shall provide Owner with a report on specific requirements to maintain construction progress for Owner's planning purposes. Requirements shall specifically include, but are not limited to, the following items:

1. Early Procurement, Approvals, Selections, and Planning. Design/Builder will advise Owner regarding materials or equipment that require early procurement to maintain the Project schedule, and steps, approvals, reviews or other Owner actions, that Design/Builder may require to maintain this part of the schedule. Design/Builder will provide Owner with a written report evaluating early procurement requirements and identifying the dates by which decisions must be made.

2. Logistics. Design/Builder will advise Owner regarding the effect of site logistics on schedule, specific requirements or requirements to manage such logistics with the expected construction and construction progress and will make recommendations for improving site or other logistics to

reduce the potential for interferences or increased costs. All recommendations must consider functionality, the effect of logistics on the operation of Owner's facilities, and Design/Builder's contract commitment to manage and execute the Project in a manner that meets the requirements of the Contract Documents, including but not limited to, non-interference with continuing Owner operations on and adjacent to the Project Site.

3. Relocation of Owner Property. Design/Builder shall coordinate and schedule the moving, relocation, temporary housing and storing of Owner's property prior to the construction phase.

D. **Recommendations for Professional Consultants**. Design/Builder shall advise Owner of any need for the any additional, professional services of surveyors, special consultants and testing laboratories, not foreseen at the time of the Notice of Award. Design/Builder shall then, to the extent such consultants are not covered in Design/Builder's scope of work under this Contract, assist Owner, if required, in selecting and retaining such consultants, and coordinate their services, as and if necessary for the Project or for Design/Builder to perform its services.

E. **Securing of Necessary Permits and Approvals; Verification and Assistance**.

1. Requirements of Authorities Having Jurisdiction. Design/Builder will provide all necessary information, applications, documents and forms, as may be required by any Authorities Having Jurisdiction over the Project as required to secure the necessary approvals and permits and as required to perform the Work. Design/Builder shall provide Owner with a listing of all information, approvals, and/or consents, required from Owner, to perform this requirement. Design/Builder shall provide Owner with such listing significantly in advance of the required information, approvals and/or consents to permit Owner reasonable time for compliance.

2. Permits. Design/Builder shall conduct the necessary research, investigations and inquiry to determine and verify that Owner, Design/Builder, and any other Project participants have applied for and secured all building permits, special permits, and approvals necessary for Design/Builder to perform its Work for the improvements, permitting, and construction of the Project.

3. Fees and Assessments. Design/Builder shall verify that each applicant for a permit required for construction has paid applicable fees and assessments and filed necessary reports and or materials, and that responsible parties have secured such permits. Design/Builder shall assist and coordinate efforts of Owner and other consultants in connection with Design/Builder's responsibility for filing documents required for approvals with any applicable Authorities Having Jurisdiction over the Project.

4. Utilities. Design/Builder shall take primary responsibility to assist, manage and (if necessary) verify that Owner has applied for any applicable utility permits (if such permits must be in Owner's name), and that any such applicable fees and assessments are paid. Design/Builder shall take primary responsibility to assist Owner in obtaining approvals and securing such utility permits from public and/or private Authorities Having Jurisdiction over the Project. Design/Builder shall coordinate any on-site activities of utility companies materials and soils testing engineering and regulatory agencies

5. Statutory Approvals. Design/Builder shall assist Owner in obtaining statutory approvals or local approvals from any Authorities Having Jurisdiction over the Project.

F. **Public Relations Activities**.

1. Design/Builder shall designate a Design/Builder representative to attend, and will assist Owner in, all public relations matters including, but not limited to, preparing Project information and attending internal, permitting, and public meetings as required including site meetings and meetings with Owner, civic, and regulatory agencies.

2. Design/Builder will prepare descriptions of the Project and its intended scope of work and execution methodology, and will present these descriptions at such meetings when requested. Design/Builder will take all steps necessary to comply with the requirements of public or private regulatory agencies with jurisdiction over the Project.

3. A designated Owner representative shall be the point of contact for the entire community during all phases of construction in regards to any complaints, questions, safety issues, noise problems, dust problems, and the like, except for such specific areas Owner's representative delegates to Design/Builder.

4. Design/Builder will take reasonable steps as required to coordinate the Project with the requirements and reasonable requests of community groups, business organizations, and other private or quasi-public organizations with an interest in the Project.

III. SCHEDULING, REPORTING AND RECORD KEEPING

A. Master Project Schedule. Design/Builder will develop a Master Project Schedule, subject to review and acceptance by Owner, which will contain key milestones to be accomplished by the Project participants:

1. The Master Project Schedule will be prepared in Primavera in a format and detail level approved by Owner.

2. The Master Project Schedule shall utilize a completion date reflecting the Contract Times set forth in Document 00 52 53. The Master Project Schedule shall meet the requirements of Section 01 32 00, Progress Schedule, and will reflect the detail and progress of the Project Schedule appropriate to the stage of planning, design, and construction.

3. The Master Project Schedule shall encompass the Project and shall include:

   (a) Preconstruction and construction services under this Document 00 52 50.53, at the top of the schedule.

   (b) All major Project elements, phasing of construction, time for commencement and completion for construction activities.

   (c) The first level of detail of Subproject schedules from the Construction General Contractor, Construction Subcontractors, Design/Builder's design team, inspectors and other parties interfacing with the Project, including necessary reviews, approvals, permitting and authorization milestones.

   (d) Long lead item procurement.

   (e) Construction Subcontractor packages, Construction Subcontractor bidding and procurement, and critical construction milestones.

   (f) Schedule of Shop Drawings and Sample Submittals, as described in Section 01 33 00 (Submittal Procedures).

B. **Monthly Project Reports**. Design/Builder shall provide Owner with monthly written reports regarding the Project. The reports shall address the general status, problems, concerns, and progress of the Project.

1. Monthly Project Report. The Monthly Project Report shall be bound, contain a title page and table of contents, progress summary, an executive summary, summaries of overall Project progress, areas of concern and actions taken, key policy decisions, color coded maps showing progress of design, construction and hazardous materials abatement activity (if any), a 120-day look ahead schedule, updated cost summary for the Project; and actual and projected cash flow for the Project. The progress summary shall be the first page of the Monthly Project Report. The report shall indicate in column format (i.) the original and forecast cost and dates of completion; (ii.) the original and adjusted contract sums; (iii.) pending change order requests and claims; and (iv.) the original and projected completion and/or applicable commercial operation dates.

2. Master Project and Subprojects Schedule. The Monthly Project Report shall include a section on the Project Schedule Report. This report will include construction-progress and updates and shall include:

   (a) Construction progress since prior report, and percentage completion. Design/Builder shall include a narrative of the work performed and an updated task list and identify areas of concern, actions and approvals needed.

   (b) Design/Builder schedule and work progress against schedule. The report shall clearly identify actual performance with respect to the current approved version of the schedule. The narrative shall include any problems or delays encountered, causes of delays, proposed ways to work around any problems that arise and schedule assessment.

3. Project Design Status. The Monthly Project Report shall include a section on design status for the Project. The report shall also include a list of any Contract deliverables and identification of areas of concern, actions and approvals needed, and recommendations regarding ongoing design work with respect to value engineering, constructability coordination of design services with other Project items, and any and all design changes affecting appearance, size, function, usage or cost.

4. Subcontractor and Construction Subcontractor Procurement. The Monthly Project Report shall include a section on Subcontractor and Construction Subcontractor procurement. The narrative shall include the progress of Subcontractor and Construction Subcontractor procurement, including a list of packages procured as of the date of the report and, packages scheduled for procurement within the next 60 days.

5. Design/Builder's Safety Program. The Monthly Project Report shall include a section on the Design/Builder's Safety Program. The narrative shall include incident reports and statistics and other Design/Builder recommended information to demonstrate and promote the effectiveness of its Safety Program.

6. Cash Flow. The Monthly Project Report shall include a section which identifies, for the Project as a whole: (i.) all amounts paid by Owner under the Contract during the month; (ii.) cumulative amounts paid by Owner under the Contract to date; (iii) comparisons of the amounts in (i.) and (ii.) actual vs. projected; (iv) Design/Builder's projection of amounts to be paid by Owner under the Contract during each remaining month of the Contract; and (v) a narrative identifying material differences from the prior Monthly Progress Report.

7. Disputes and claims. The Monthly Project Report shall include a section on disputes and claims. The narrative shall include a discussion on disputes, potential claims, and claims made.

8. Outstanding Issues Log (the "OIL Log"). The Monthly Project Report shall include a section on Outstanding Issues. The narrative shall include Design/Builder, Construction General Contractor, Construction Subcontractor, Subcontractor, and subconsultant concerns with, for example, sequencing, infrastructure, congestion of workers and equipment, time requirements for procurement, installation, and construction.

9. Look Ahead Task List. The Monthly Report shall include a Look Ahead section that shall include a 120-day look ahead/task listings for Owner planning purposes, of Owner-specific activities, inspections, approval, tie-ins, connections, consents, decisions, necessary from Owner to facilitate Design/Builder's progress.

10. Daily log (electronic copy only). Design/Builder shall keep a daily log containing a record of weather, contractor activities, and the Construction General Contractor, Construction Subcontractors, and Subcontractors working on the site, number of workers, work accomplished, problems encountered, impacts on the Work and specific activities, and other relevant data or such additional data as Owner may require. Design/Builder shall maintain the log electronically in a format acceptable to Owner, with each data-point maintained separately for separate sorting, charting or study by Owner if necessary. Design/Builder shall submit such electronic file monthly, with the Monthly Progress Report.

C. Recordkeeping

1. Construction records maintained separately for purposes of these requirements shall include, but are not limited to, the following documents to be maintained on a current basis and available on site: a record copy of the Contract Documents, drawings, specifications, addenda, change orders, change modifications and other modifications, organized, in good order and marked to record all as-built changes made during construction; shop drawings; product data/material data sheets; samples; submittal; purchases; materials; equipment; inspections; applicable handbooks; Title 21; Title 24; The California Uniform Building Code; maintenance and operating manuals and instructions; other related documents and revisions which arise out of the Construction Contracts. Design/Builder shall maintain records in duplicate, of principal building layout lines, elevations for the bottom of footings, floor levels, and key site elevations (certified by a qualified surveyor or professional engineer, if necessary).

2. Design/Builder shall make all records designated in Section C.1 available to Owner. At the completion of the Project, Design/Builder shall deliver all such records to Owner to have a complete set of record as-built drawings.

3. Design/Builder's failure to comply with recordkeeping requirements under this subparagraph entitles Owner to withhold five percent of any Application for Payment as provided in Section 01 20 53 (Measurement and Payment).

END OF DOCUMENT

DOCUMENT 00 52 53

AGREEMENT FORM – OWNER-DESIGN/BUILDER

This Agreement is effective as of March ____ 2026, by and between PMB Beaumont LLC (hereinafter "**Design/Builder**"), and the County of Riverside (hereinafter "**Owner**") acting by and through its Board of Supervisors. When used in this Agreement, the term "**Parties**" shall refer to and include Design/Builder and Owner. In consideration of the mutual covenants hereinafter set forth, Design/Builder and Owner agree as follows:

I. PHASE ONE SERVICES

A. Upon full execution of this Agreement form and Issuance by Owner of a Notice to Proceed for Phase One Services, Design/Builder shall commence Phase One Services for the Project. Phase One Services shall refer to and include the provision by Design/Builder of design and pre-construction services pursuant to Document 01 11 50 (Summary of Work – Design and Pre-Construction Services), Document 00 52 50.53 (Construction Management Services), and Document 00 60 01 (Guaranteed Maximum Price Development) to a level sufficient to prepare a Guaranteed Maximum Price for the Project. Design/Builder shall comply with the terms of the Contract in providing the Phase One Services.

B. The Design/Builder shall prepare and submit to Owner a Guaranteed Maximum Price for consideration and evaluation by Owner pursuant to Document 00 60 01 (Guaranteed Maximum Price Development). Upon receipt of the Guaranteed Maximum Price Owner shall, at its sole and absolute discretion, determine whether to exercise its Option to amend the Contract pursuant to Section II of this Agreement.

C. If Owner does not exercise its Option to amend the Contract pursuant to Section II of this Agreement the Parties shall proceed as provided in Section VII.F of Document 00 60 01 (Guaranteed Maximum Price Development). Owner shall pay Design/Builder the Phase One Contract Price pursuant to the terms and conditions of the Contract Documents.

D. Unless authorized in writing by Owner, during Phase One Services, the Design/Builder shall not mobilize on the Project Site, purchase any construction materials, equipment or supplies, or perform any construction activity on the Site. Notwithstanding this provision, during Phase One Services, Design/Builder may perform necessary investigations and tests at the Project site as part of its planning and design services required to develop the Guaranteed Maximum Price.

E. Owner shall pay the Design/Builder for the Phase One Services in accordance with Article IV and the applicable provisions of the Contract Documents.

II. OWNER'S OPTIONAL PHASE TWO SERVICES

A. If Owner, at its sole and absolute discretion, elects to exercise its Option to amend the Contract to include the Phase Two Services, Owner shall prepare and transmit to the Design/Builder the Amendment for Phase Two Services in the form attached to this Document 00 52 53 as Exhibit B. Design/Builder shall execute and return a fully-signed copy of the Amendment for Phase Two Services within ten (10) days after receipt.

B. Upon receipt by Owner of a fully executed Amendment for Phase Two Services, Design/Builder shall:

1. Provide, furnish, and perform all necessary planning, architectural, engineering, all other design services of any type, procurement, permitting and support services, construction, landscaping, clean-up, all other construction services of any type, and shall provide and furnish all necessary supplies, materials and equipment (except those to be provided by Owner, if any) and all necessary supervision, labor, and services required for the complete engineering, design, procurement, quality assurance, construction and all necessary installation, start-up and testing required for the Work to be a complete, operational, and fully functional Project, as further described in Sections 01 11 50 (Summary of Work – Design and Pre-Construction Services), Document 00 52 50.53 (Construction Management Services), and 01 11 53 (Summary of Work). Design-Builder shall not be required to provide Owner Secured Permits.

2. The all-inclusive obligations of the Design/Builder set forth in the Contract Documents are referred to as the **Work**. Design/Builder shall fully commission and deliver the Work to Owner as a complete, operational, and fully functional portion of the Project. Without limiting the generality of this Document 00 52 53, Design/Builder shall provide the following work and Services:

(a) Design/Builder shall prepare complete designs, engineering, working drawings, shop drawings and generate documents, drawings and/or engineering analysis setting forth in detail the specifications and requirements for the purchasing and procurement of the services, materials and equipment and for construction of the Work, and shall furnish the services of all necessary supervisors, engineers, designers, draftsmen, and other personnel necessary for the preparation of those drawings and specifications required for the Work, including the pertinent information for natural gas, water supply, and any other utilities, as required.

(b) Design/Builder shall provide, install and complete as specified and pay for all labor, materials and equipment, tools, supplies, construction equipment and machinery, construction, start-up and testing, utilities, transportation, and other facilities and services (including any temporary materials, equipment, supplies and

facilities) necessary for the proper execution and completion of the Work, including the permanent interconnection for electricity, natural gas, water supply, waste drainage systems and any other utilities and demonstration of fully satisfactory operation of all systems and equipment.

(c) Design/Builder shall supervise and direct the Work, and shall furnish the services of all supervisors, forepersons, skilled and unskilled labor, and all other personnel necessary to design and construct the complete, operational, and fully functional Project. Design/Builder shall provide, manage and organize such personnel as necessary to complete the Work in accordance with all requirements of the Contract Documents.

(d) Except for the Owner Secured Permits, Design/Builder shall obtain all governmental and private approvals, licenses, and permits required to complete the Work and shall be responsible for paying the cost of all such approvals, licenses, and permits including any fees imposed by Owner, County, State of California, or federal government. Design/Builder shall design and construct the Work to be a complete, operational, and fully functional part of the Project in full compliance with all Legal Requirements (both public and private), including but not limited to, the standards included and warranties expressed in the Contract Documents and manufacturers' recommendations pertaining to individual items of equipment or systems.

III. PROJECT REPRESENTATIVES

A. Owner may assign all or part of its rights, responsibilities and duties to an Owner Representative. Owner shall inform Design/Builder in writing of such assignment and the extent of Owner Representative's authority. All notices or demands to Owner under the Contract Documents shall be to Owner's Representative at:

RUHS-BH
Attn: Melissa Noon
4095 County Circle Drive
Riverside, CA 92503
mnoone@ruhealth.org

Office of Owner: RUHS-BH
Attn: Matthew Chang
4095 County Circle Drive
Riverside, CA 92503
matthew.chang@ruhealth.org

or to such other person(s) and address(es) as Owner shall provide to Design/Builder from time to time in writing.

B. Design/Builder shall designate an officer or employee to act on its behalf as the Design/Builder Representative within twenty (20) days following the Notice of Award. All notices or demands to Design/Builder under the Contract Documents

shall be to Design/Builder's Representative at: PMB Beaumont LLC, 329 S. Highway 101, Suite 160, Solana Beach, CA 92075, Attention: Benjamin Rosenfeld, or to such other person(s) and address(es) as Design/Builder shall provide to Owner.

IV. CONTRACT PRICE

A. **Phase One Contract Price**. For the Phase One Services, Owner shall pay the Design/Builder the lump sum amount of: Nine Million Nine Hundred and Thirty Four Thousand Nine Hundred and Eighty-Six Dollars ($9,934,986.00).

B. **Phase Two Contract Price**. If Owner, at its sole and absolute discretion, elects to exercise its Option to amend the Contract to provide Phase Two Services, the price for the Phase Two Services shall be the Guaranteed Maximum Price as set forth in the Amendment for Phase Two Services.

1. The Guaranteed Maximum Price shall be the maximum payment amount Owner is obligated to pay as full compensation for the performance of the Work in accordance with the Contract Documents, subject to adjustment as provided in the Contract Documents.

2. The Guaranteed Maximum Price is all inclusive and includes full compensation for the Work, all required approvals from any Authorities Having Jurisdiction, fees, permits, work, all federal, state, and local taxes on materials and equipment, and labor furnished by Design/Builder, Construction General Contractor, Construction Subcontractors, Subcontractors, Sub-consultants, architects, engineers, and vendors or otherwise arising out of Design/Builder's performance of the Work, including any increases in any such taxes during the term of this Agreement. The taxes covered hereby include (but are not limited to) occupational, sales, use, excise, unemployment, FICA, and income taxes, customs, duties, and any and all other taxes on any item or service that is part of the Work, whether such taxes are normally included in the price of such item or service or are normally stated separately. Notwithstanding the foregoing, each party shall bear such state or local inventory, real property, personal property or fixtures taxes as may be properly assessed against it by applicable taxing authorities

C. Design/Builder will provide insurance coverage as outlined in Document 00 73 16 (Insurance Requirements). The Guaranteed Maximum Price will include all costs for insurance the Design/Builder is required by the Contract Documents to carry.

D. During the period of the Phase One Services, the Contract Sum shall be the Phase One Contract Price. If Owner, at its sole and absolute discretion, elects to exercise its Option to amend the Contract to provide Phase Two Services, the Contract Sum shall include the Phase One Contract Price and the Phase Two Contract Price.

V. CONTRACT TIME

A. **Phase One Contract Time.** The Phase One Contract Time shall commence at the time and date set forth in the Notice to Proceed and as set forth in the Contract Documents. Design/Builder shall complete the Phase One Services within the 365 calendar days after the Notice to Proceed. Design/Builder acknowledges that time is of the essence on the Project, and that Owner will be damaged by any delay in achieving completion of the Phase One Work within the Phase One Contract Time.

B. **Phase Two Contract Time.** If Owner, at its sole and absolute discretion, elects to exercise its Option to amend the Contract to provide Phase Two Services, Design/Builder shall (i) commence Phase Two Services on the date set forth in the Amendment for Phase Two Services, and (ii) achieve Final Completion of the Project within the times set forth in the Amendment for Phase Two Services. Design/Builder agrees that it shall obtain all necessary approvals from Other AHJs that are required to operate the Project within the Contract Time(s), except for Owner Secured Permits.

C. Design/Builder acknowledges that it is responsible for all design and construction of the Project as stated in the Contract Documents, which necessarily includes Design/Builder obtaining all required approvals from any Authorities Having Jurisdiction related to the Project. Design/Builder expressly acknowledges that it accepts any and all time- and cost-related risk relating to such approvals subject to the provisions of the Contract Documents. Design/Builder shall not be responsible for obtaining licenses issued by DHCS or the Owner Secured Permits.

VI. LIQUIDATED DAMAGES

A. Owner and Design/Builder recognize that time is of the essence in this Agreement and that Owner may suffer financial loss in the form of additional contract administration expenses (including but not limited to project management and consultants' expenses, other losses, such as facility lease costs, capitalized interest on bond funding, and delay and loss of public use if the Work is not completed within the time specified in Article IV above plus any extensions thereof allowed in accordance with the Contract Documents, Design/Builder and Owner agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of actual damages incurred by Owner because of a delay in completion of the Work. Accordingly, if the Design/Builder fails to achieve Substantial Completion of the construction within the times specified in Article V above, Design/Builder shall pay Owner as liquidated damages and not as a penalty, the following sum of money per Day for each Day after the Contract Time that the Design/Builder **does not achieve Substantial Completion of the Work: Ten Thousand Dollars ($10,000)** per Day, provided however, that Owner shall waive collection of Liquidated Damages for the first sixty (60) days after the Contract Time that the Design/Builder does not achieve Substantial Completion of the Work. The Owner's waiver is extinguished on the sixty-first (61st) day

after the Contract Time that the Design/Builder does not achieve Substantial Completion of the Work. The Owner shall be entitled to assess a maximum amount of Three Million Dollars ($3,000,000) in liquidated damages under this Agreement. The limitation on liquidated damages shall in no way affect the Owner's right to recover damages otherwise available under this Agreement or by applicable law.

B. Liquidated damages for delay shall cover and be in lieu of the actual damages suffered by Owner as a result of delay. Liquidated damages are intended to compensate Owner for damages it incurs as a result of delay, but do not cover the cost of completion of the Work or any other damages not arising solely from delay.

VII. DESIGN/BUILDER'S REPRESENTATIONS AND WARRANTIES

In order to induce Owner to enter into this Agreement, Design/Builder makes the following representations and warranties:

A. Design/Builder has visited the Site and has examined the nature and extent of the Work, Site, locality, actual conditions, as-built conditions, labor availability and all local conditions and Applicable Laws that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the design and the means, methods, techniques, sequences or procedures of construction to be employed by Design/Builder and safety precautions and programs incident thereto.

B. Design/Builder has examined all reports of exploration and tests of subsurface conditions, as-built drawings, drawings or reports, available for design and construction purposes, of physical conditions that have been provided by Owner, including those which are identified in Documents 00 31 19 (Existing Conditions Information) or conditions that may be apparent at the Site.

C. After contract award, Design/Builder will conduct or obtain any additional examinations, investigations, explorations, tests, reports and studies, including but not limited to geotechnical investigations upon which the design will be based, that pertain to the surface and subsurface conditions, as-built conditions, Underground Facilities and all other physical conditions at or contiguous to the Site as Design/Builder considers necessary for the performance or furnishing of Work at the Contract Price, within the Contract Time(s) and in accordance with the other terms and conditions of the Contract Documents.

D. Design/Builder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

E. Design/Builder has given Owner prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered before contract award in or

among the Project Criteria, the Contract Documents and as-built drawings and actual conditions and acknowledges that the written resolution thereof through Addenda issued by Owner is acceptable to Design/Builder.

F. Design/Builder is a limited liability company duly organized, existing, and in good standing under the laws of the State of Delaware, and is duly qualified and licensed to conduct business in the State of California. Design/Builder is a duly licensed contractor, holding an active Class B license issued by the State of California Contractors License Board.

G. Design/Builder shall use only duly California licensed architects, surveyors, and engineers to perform design work.

H. Design/Builder has duly authorized the execution, delivery and performance of this Agreement, the other Contract Documents and the Work to be performed herein. The Contract Documents do not violate or create a default under any instrument, agreement, order or decree binding on Design/Builder.

I. Design/Builder confirms its intent to engage Snyder Langston, LLC as its Construction General Contractor. Design/Builder acknowledges its responsibility to provide Owner with a complete and updated list of Construction Subcontractors and Subcontractors as they become known, and that such listing shall be in accordance with the requirements of Public Contract Code sections 4100, et seq. and section 22185.6. All Construction Subcontractors must be licensed at the time that work commences.

VIII. KEY INDIVIDUALS

A. The individuals Design/Builder named in the Response to Owner's Request for Qualifications were a material element of Owner's selection of Design/Builder to receive the award of the Contract, and performance by those individuals on the Project in their designated roles is of paramount importance to Owner. Those individuals designated as Key Individuals are listed in Exhibit A to this Agreement form, which is hereby incorporated into this Agreement and the Contract Documents.

B. Design/Builder understands, has ascertained and agrees that Owner will actually sustain damages if any Key Individuals are transferred or assigned to other projects or duties materially different than those for which they were identified. Accordingly, throughout the duration of this Agreement, Design/Builder shall:

1. Provide Owner with a minimum ten (10) days prior written notice of any changes of one or more Key Individuals assigned to the Project, including but not limited to a written explanation for the change or changes;

2. Provide a resume or statement of the experience of any person proposed to replace a Key Individual at least fifteen (15) days before the Key

Individual leaves the Project. If Owner determines, in its sole discretion, that the proposed replacement is not a suitable replacement, Design/Builder shall promptly present other suitable candidates until Owner agrees to a replacement.

3. Not replace any Key Individual with any person to whom Owner has a reasonable objection.

4. Pay Owner the sum of $500 per calendar day as liquidated damages, and not as a penalty, if Design/Builder transfers any Key Individual off the Project, or assigns a Key Individual to other projects or to duties materially different than those for which they were listed in the Proposal without Owner's prior written approval, which may be given or withheld in Owner's sole discretion. The amounts will be paid per month, per person, until Owner is satisfied, in its sole discretion, that the replacement person is performing at a standard equivalent to that of the Key Individual replaced, transferred or reassigned. The Design/Builder and Owner agree that such specified measures of liquidated damages shall be presumed to be the damages actually sustained by Owner as defined below, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.

C. The provisions of Article VIII.A, above will not apply if a Key Individual is no longer employed by Design/Builder, dies, or is disabled from performing his or her duties.

IX. CONTRACT AND OTHER DOCUMENTS

A. The Contract Documents which comprise the entire agreement between Owner and Design/Builder concerning the Project consist of the following, each of which is incorporated herein by this reference, including all changes, addenda and modifications thereto:

1. All documents identified on Document 00 01 10, Table of Contents;

2. Response to Owner's Request for Qualifications from Design/Build Entities and including all addenda, attachments and appendices) submitted by Design/Builder;

3. Project Criteria include existing as-built conditions and equipment performance specifications to be used as a reference and not for construction; and

4. Change orders and Contract Modifications executed in accordance with the Contract Requirements.

5 The Program Funding Agreement entered into between Owner and Advocates for Human Potential (AHP), on behalf of the California Department of Health Care Services related to the grant of BHCIP Funds for the Project, as the same may be amended, supplemented restated from time to time, attached hereto and fully incorporated herein.

B. Any conflict between or among Contract Documents shall be resolved pursuant to Document 00 72 53 (General Conditions – Design/Build).

C. Construction Documents produced by the Design/Builder may serve as contract documents between the Design/Builder, Construction General Contractor, Construction Subcontractors, and Subcontractors. As to Owner and Design/Builder, however, the Construction Documents are prepared as part of the Work and do not replace the Contract Documents.

D. There are no Contract Documents other than those listed above in this Document 00 52 53 (Agreement). The Contract Documents may only be amended, modified, or supplemented as is provided in Document 00 72 53 (General Conditions – Design/Build).

X. MISCELLANEOUS

A. Terms used in this Agreement are defined in Document 00 72 53 (General Conditions – Design/Build) and Section 01 42 53 (References and Definitions) and will have the meaning indicated therein.

B. It is understood and agreed that in no instance is any person signing this Agreement for or on behalf of either party or acting as an employee or representative of either party personally liable on this Contract or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of either party is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

C. Design/Builder shall not assign any portion of the Contract Documents. Design/Builder and the Construction General Contractor may subcontract portions of the Contract Documents only in compliance with Section 00 62 30 (Subcontractor Procurement) and the subcontractor listing requirements of Public Contract Code §§ 4100 et seq. and 22185 et seq.

D. The Contract Price includes all Allowances (if any).

E. In entering into a public contract or a subcontract to supply goods, services or materials pursuant to a public contract, the Design/Builder, Construction General Contractor, Construction Subcontractors, and Subcontractors irrevocably offer(s) 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. § 15) or under the Cartwright Act, (Chapter 2 (commencing with § 16700) of Part 2 of

Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time Owner tenders final payment to the Design/Builder, without further acknowledgment by the parties.

F. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at Owner's office, and shall be made available to any interested party on request. Pursuant to Labor Code § 1861, Design/Builder represents that it is aware of the provisions of Labor Code § 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Design/Builder shall comply with such provisions before commencing the performance of the Work of the Contract Documents.

G. Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).

H. This Agreement shall be deemed to have been entered into in the State of California and shall be governed in all respects by California law (excluding conflicts of laws).

I. Design/Builder accepts the claims procedures established by Article XII (Claims by Design/Builder/ Non-Judicial Settlement Procedure) of Document 00 72 53 (General Conditions) and Government Code §§ 930 through 930.6.

J. Owner shall have the right to fully review and approve all phases of Design/Builder's design including, but not limited to, drawings, specifications, shop drawings, samples, submittals, reports, and other Contract Documents, as specified in the Contract Documents. Such review, approval and other action shall not relieve Design/Builder of its responsibility for a complete, coordinated design complying with the requirements of the Contract Documents; but rather, such review and approval shall be in furtherance of Owner's monitoring and accepting the design as developed and issued by the Design/Builder, consistent

with these Contract Documents. Design/Builder's responsibility to design and construct the Project in conformance with the Contract Documents is absolute.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED **WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION.** A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED **WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION.** ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By_____
Karen Spiegel, Chair

ATTEST:

Kimberly Rector
Clerk of the Board

_____

APPROVED AS TO FORM:

Minh Tran
County Counsel

By: _____
Kristine Bell-Valdez
Deputy County Counsel

FOR THE DESIGN/BUILDER:

PMB BEAUMONT, LLC

By _____

By _____

EXHIBIT A to AGREEMENT FORM – OWNER – DESIGN/BUILDER

List of Key Individuals

EXHIBIT B to AGREEMENT FORM – OWNER – DESIGN/BUILDER
[FORM OF] **AMENDMENT TO AGREEMENT FORM**

The Agreement dated _____ by and between PMB Beaumont LLC (hereinafter "**Design/Builder**") and The County of Riverside (hereinafter "**Owner**") acting by and through its executive board is hereby amended as follows:

I. PHASE TWO SERVICES

By executing this Amendment below, Design/Builder and Owner agree that the Contract Documents are hereby amended to include the Phase Two Services as stated in Document 00 52 53 and the Contract Documents.

II. GUARANTEED MAXIMUM PRICE

The Guaranteed Maximum Price is _____ ($_____). A true and correct copy of the Design/Builder's final GMP developed in accordance with Document 00 60 01 (Guaranteed Maximum Price Development) is attached hereto as Exhibit 1 and incorporated by reference.

III. PHASE TWO CONTRACT TIME

Design/Builder shall commence the Phase Two Services on _____ and shall achieve Substantial Completion within _____ calendar days and shall achieve Final Completion within _____ calendar days, subject to the requirements of the Contact Documents.

A true and correct copy of the Design/Builder's Project Schedule for the Phase Two Services is attached hereto as Exhibit 2 and incorporated by reference.

IV. DESIGN-BUILDER'S STAFFING PLAN

Design/Builder shall provide the following Key Individuals for the Project. The Design/Builder's staffing plan used to develop the Guaranteed Maximum Price is attached at Exhibit A.

V. PAYMENT AND PERFORMANCE BOND AMOUNTS

The penal sum of the Payment Bond is _____ ($_____) ("Payment Bond Amount"). The penal sum of the Performance Bond shall be equal to the penal sum of the Payment Bond ("Performance Bond Amount").

VI. SCOPE OF AMENDMENT

All other terms and conditions of the Agreement and the Contract Documents remain in full force and effect, except as modified by this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of _____.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: _____
Karen Spiegel, Chair

ATTEST:

Kimberly Rector
Clerk of the Board

By: _____

APPROVED AS TO FORM:

Minh Tran
County Counsel

By: _____
Kristine Bell-Valdez
Deputy County Counsel

FOR THE DESIGN/BUILDER:

PMB BEAUMONT, LLC

By: _____

By: _____

DOCUMENT 00 54 53

DESIGN/BUILDER'S STAFFING PLAN

I. STAFFING PLAN

Design/Builder will provide sufficient experienced personnel to design and construct the Project, and to maintain an orderly flow of information on the Project in accordance with the requirements of the Contract Documents. Design/Builder shall provide a staffing plan that identifies key individuals by position, responsibility, and planned periods of involvement with the Project, and an organization chart reflecting their roles and the staff positions reporting thereunder. Design/Builder's staffing plan shall demonstrate that adequate supervisory personnel, including specific positions designated as being Key Personnel, will be assigned to the Project to ensure timely completion of the Project in full compliance with all applicable Codes, Laws, requirements of the Contract Documents, and the Project Criteria.

II. INITIAL KEY PERSONNEL

A. The Key Personnel identified in the Exhibit to the Agreement Form – Owner-Design/Builder (Document 00 52 53) will be devoted solely to this Project unless Design/Builder identifies a lesser percentage in its staffing plan and obtains Owner's written approval.

B. Design/Builder shall submit a staffing plan in support of its Initial Guaranteed Maximum Price as stated in Document 00 60 01, Guaranteed Maximum Price Development.

C. Key Personnel may not be substituted or removed from the Project, nor may their level of effort be reduced, without Owner's prior written agreement, or except as provided herein.

D. Design/Builder shall provide and identify names and experience of the following Key Personnel for Owner's approval as follows:

1. Design Key Personnel shall be provided with the initial staffing plan. Design/Builder shall submit to Owner an initial staffing plan within 60 days of the Notice to Proceed.

2. Construction Key Personnel shall be provided at the same time the Design/Builder provides its Initial Guaranteed Maximum Price to Owner pursuant to Document 00 60 01, Guaranteed Maximum Price Development.

III. CHANGES TO KEY PERSONNEL

A. Design/Builder shall not remove, reassign or make changes to any of the Key Personnel without Owner's prior written approval.

B. In the event that any Key Personnel for any reason ceases to fill that position, within ten (10) days thereof, Design/Builder shall propose a replacement person for Owner's approval pursuant to the following process:

1. Design/Builder shall prepare and submit to Owner for its review, comment and approval, a proposal listing all personnel that Design/Builder proposes to assign to the Project as replacement, and the proposed duration of each such assignment. Design/Builder shall also submit for such review, comment and approval resumes of each person proposed to fill each position, showing such person's experience and qualifications to fill such position.

2. Within fifteen (15) days following Design/Builder's submittal of the proposal and resumes, Owner shall either give its written approval of such submission or provide comments. In the event Owner approval is withheld, Design/Builder, in response to such comments, shall promptly, but no later than five (5) business days after receipt of Owner's comment, make all necessary and appropriate changes to the proposal and resubmit it to Owner for its approval, and such process shall continue until Owner approves Design/Builder's proposed staffing. Such approvals shall not be unreasonably withheld.

3. Design/Builder shall remove any person employed by Design/Builder, Construction General Contractor, Construction Subcontractors, and Subcontractors whom Owner may deem incompetent, improper or a hindrance to the progress of any Work on the Project, and in the event of any such removal, Design/Builder shall immediately replace such person with a properly qualified and experienced replacement and, in the case of removal of any Key Personnel, Design/Builder shall propose properly experienced and qualified replacement personnel for Owner approval, pursuant to the same process as is described in paragraph III.B above.

END OF DOCUMENT

DOCUMENT 00 55 00

[FORM OF] **NOTICE TO PROCEED FOR PHASE ONE SERVICES**

TO BE SENT IN MANNER REQUIRED BY CONTRACT DOCUMENTS

Dated: _____, 20__

TO: _____
ADDRESS: _____

RE: Harmony Haven Children & Youth Wellness Center, Contract No. ____.

You are notified that the Phase One Contract Time under the above contract will commence to run on _____, **20__.** By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article III (Contract Time and Liquidated Damages) of Document 00 52 53 (Agreement):

1. Design/Builder shall complete its Phase One Services **within _____ (____) Days of the issuance of the Notice to Proceed.**

2. **Before you may start any Work, you must:**

    a. Deliver three (3) fully executed copies of Document 00 52 53 (Agreement), each bearing all required original signatures.

    b. Deliver fully executed original of Document 00 65 36 (Warranty and Guaranty).

    c. Deliver all insurance forms, documents, certificates, and endorsements required for Design/Builder, Construction General Contractor, Construction Subcontractors, and Subcontractors performing work on the Site.

THE COUNTY OF RIVERSIDE

By: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 60 01

GUARANTEED MAXIMUM PRICE DEVELOPMENT

IV. SUMMARY

This Document includes requirements for Design/Builder's development of a Guaranteed Maximum Price ("GMP") for the Project.

V. PROJECT COST MODEL

A. General

1. As part of its Phase One services, the Design/Builder shall prepare a Cost Model for the entire Project to ultimately develop a GMP for the Project.

2. The Design/Builder shall maintain a Project Cost Model and supporting documentation in "open book" format, to permit collaboration of the Owner and the Design/Builder throughout the Phase One design and pre-construction process.

3. The Design/Builder shall schedule workshops, prepare agendas and presentation materials, to present the open cost model to the Owner, including without limitation, line items, WBS tasks and work packages, expected means and methods, assumptions, quantities, production rates, contingency, supporting documentation.

4. The Design/Builder shall take the lead to reconcile any discrepancies between the Project Cost Model and any estimates prepared by the Owner and/or its agents so that approaches to estimates are similar and differences, if any, clearly identified.

5. The Project Cost Model is developed progressively and used to develop Opinions of Probable Construction Cost (OPCC) and GMP proposals.

6. The Project Cost Model acts as the metric for measurement of design alternatives and innovations, comparison to budgets and schedules, agreements on costs, and comparison to the Owner's own estimates.

B. Cost Model Defined.

"Project Cost Model" is a single Cost Model that reflects all financial aspects of the Project, including budgets, sources and funding, funding availability, cash flow, and scopes of work.

1. The Project Cost Model accumulates all of Design/Builder's expected costs of completing all of the Work of the Project, by Cost Item, per the following guidelines:

   (a) Cost Item 1: Fee

(b) Cost Item 2: General Conditions (overhead, taxes, permits, job site overhead, etc.)

(c) Cost Item 3: Direct Project Cost (labor, materials, equipment for self-performed work packages)

(d) Cost Item 4: Cost of Early Material Purchases to be installed by the Construction General Contractor, Construction Subcontractors, and Subcontractors (if any).

(e) Cost Item 5: Construction Subcontractors and Subcontractors (labor, materials, equipment for subcontracted work packages)

(f) Cost Item 6: Contingencies.

2. The Design/Builder shall support the Project Cost Model with:

(a) A Work Breakdown Structure (WBS) in the form and detail specified below;

(b) Budgets and estimates for all work packages and tasks comprising the WBS, to include all expected costs of performing all of the Work;

(c) Documentation supporting an "open book" approach for complete transparency in estimating and pricing methods and sources; and monitoring cost of work in progress.

3. The Design/Builder shall update Cost Models continuously and, at a minimum, monthly, to reflect costs and amounts identified and defined as the design progresses.

4. The Design/Builder shall use updated cost models throughout the Design and Preconstruction Services (Document 01 11 50) to communicate estimates and assumptions regarding the cost of the Project to the Owner.

5. Each Cost Model must be configurable to provide time scale cash flows, assess various alternatives during design, evolve as the design progresses, and support required preconstruction Opinions of Probable Construction Cost.

C. **WBS Requirements**

1. The Project WBS and associated alphanumeric coding structure shall correspond to accepted industry standard cost categories and, when accepted the Owner, will serve as the activity identification system for labeling all the activities and tasks involved in the Project.

2. The Project WBS shall subdivide Work into smaller, more manageable pieces of work, with each descending level of the WBS representing an increasingly detailed level of the Work, with the lowest-level WBS components being individual work packages or tasks.

3. Planned work contained within lowest-level WBS components (i.e., individual work packages and tasks), must (a) be capable of being scheduled, cost estimated, monitored, and controlled and (b) must reflect the total work scope. Design/Builder is solely responsible for sufficiency of WBS activities to achieve total scope.

4. The Project WBS, when completed, will serve as the basic format for reporting of Project budgets, costs, performance and progress, and also for requesting payment under the Contract Documents.

5. Pricing of the lowest-level WBS components (individual work packages and tasks) must comprise all of Design/Builder's costs of design and construction of the Project.

D. **Estimating Methods and Pricing Assumptions**.

1. The Design/Builder shall identify all estimating and pricing methodologies used for each amount comprising the current iteration of the Project Cost Model, as well as expected estimating and pricing methodologies in later iterations.

2. The Design/Builder shall reference and make available for the Owner's review the complete WBS and all sources of pricing including supporting quotes, bids, surveys, information, and product data from the Construction General Contractor, Construction Subcontractors, and Subcontractors, suppliers, vendors or service providers.

3. The Design/Builder shall meet with the Owner monthly to review and discuss the Project Cost Model. The Design/Builder shall work collaboratively with the Owner to align and reconcile Design/Builder's Project Cost Model with any concurrent estimates from the Owner and/or its agents. At the Owner's request, the Design/Builder will prepare a reconciliation report identifying differences in estimate quantities, assumptions and exclusions and provide recommendations for resolving each discrepancy.

E. **Required Submittals**. Design/Builder shall provide the initial Project Cost Model within 60 days of the Notice to Proceed for Phase One Services. The report shall be provided as a Project submittal in electronic format.

VI. OPINION OF PROBABLE CONSTRUCTION COST

A. After Owner review of and response to the initial Project Cost Model submittal, Design/Builder shall prepare an Initial Opinion of Probable Construction Cost ("Initial OPCC") in an open book process for the Project consistent with the specific WBS cost coding structure, estimating guidelines, assumptions, and contents of the cost estimates, contained in the accepted Project Cost Model.

B. The Design/Builder shall cooperate and exchange information with the Owner while preparing the Initial OPCC to facilitate the Owner's ability to monitor, compare, and reconcile its own cost estimates. The Design/Builder shall immediately notify the Owner if the Project OPCC exceeds or appears likely to exceed Owner's Budget in Document 00 31 16, Project Budget Information.

C. Throughout preparation of Initial OPCC, Design/Builder shall update the Project Cost Model to include pricing and costing information developed and received. Estimates shall also be supported by quantitative takeoffs whenever possible. The Design/Builder shall endeavor to acquire quotations from members of its Team, and endeavor to acquire multiple quotes from potential Subcontractors and Suppliers outside of its Team. This information shall be shared in the open Project Cost Model and the Design/Builder shall allow their potential Suppliers and Subcontractors to share their information, quotes, and product data with the Owner.

D. Estimates shall be supported in sufficient depth and organization to be used in preparing budgets based on funding sources, sub-trades, combinations of sub-trades, building systems, bid packages or combinations thereof. Lump sum estimates are not acceptable. Estimates include all design work, construction work, related professional services, or any combination thereof.

E. If it appears that the OPCC will exceed the applicable portion of the Owner's Budget, the Design/Builder shall satisfactorily demonstrate the accuracy of its estimate in such detail as shall be reasonably required by the Owner to make reasonable recommendations for corrective action consistent with the Project Budget, to include without limitation: recommendations for redesign, deductive alternatives or reductions in Work, value engineering, constructability reviews and reports. The Owner retains at all times its right, in its sole discretion, to terminate the Contract for convenience.

F. **Required Supporting Documentation for Initial OPCC**. The Design/Builder shall submit the Initial OPCC for the Project in PDF and in Microsoft Excel electronic file format with necessary supporting documentation, to include without limitation:

1. Pertinent portions of the current Project Cost Model and documentation supporting the Design/Builder's estimates of each element of each Project Cost Item, to include each WBS task or work package, direct and indirect costs;

2. A list of drawings, specifications, addenda, and other documents used in preparation of Initial OPCC;

3. Detailed estimates, to include quantity take offs, pricing details with unit prices with justification; all preliminary Construction Subcontractor and Subcontractor pricing with clarifications and assumptions, including for example: cost of all labor, materials, equipment, bond premiums, and actual costs of procurement or construction;

4. List of allowances and definition of materials and labor included in such allowances, noting whether they cover furnish and delivery, or furnish, delivery and installation.

5. A listing of any trade, Work categories or other item which are not included.

6. The construction schedule upon which the GMP was based. Dates of construction start, major milestones, and date of substantial completion;

7. Contingency amounts separately identified and itemized;

8. A list of clarifications, assumptions and qualifications made by the Design/Builder.

VII. GUARANTEED MAXIMUM PRICE DEVELOPMENT

A. Initial Guaranteed Maximum Price Proposal.

1. Design/Builder shall progress the design of the Project to a sufficient level of detail to allow Design/Builder to submit to the Owner a proposed Initial Guaranteed Maximum Price ("**IGMP**").

2. Design/Builder shall provide the IGMP no later than the date set forth in the Agreement. The IGMP must include a proposed maximum value for all Cost Items, including without limitation, Cost Items dependent on future competitive procurements.

3. The IGMP will constitute an offer to complete the Work under the Contract Documents, for the amounts in the IGMP, to be performed under the terms of the Contract Documents.

4. The IGMP must be all-inclusive. Exclusion of any trade, Work category, item or amount, or other qualification, requires the Owner's prior written consent.

5. The IGMP is deemed to incorporate by reference the Contract Documents. All terms contained in the IGMP submittal are subordinate to all other

terms and conditions in the Contract Documents, except where specifically and expressly agreed in writing by the Owner.

B. Required Documentation Supporting the IGMP and Final GMP.

1. Required Scope Documents. Design/Builder shall identify the Work of the through performance criteria, drawings, specifications, memoranda, clarifications and assumptions made by the Design/Builder in preparing the proposed IGMP.

2. Required Schedule Documents. Design/Builder shall include a construction schedule upon which the IGMP is based. The Project Schedule shall meet the requirements of Section 013200 (Progress Schedules and Reports). Design/Builder shall include a definite date for Substantial Completion and Final Completion of the Project.

3. Required Staffing Plan. Design/Builder shall include a staffing plan that identifies key individuals by position, responsibility, and planned periods of involvement with the Project, and an organization chart reflecting their roles and the staff positions reporting thereunder. Design/Builder's staffing plan shall demonstrate that adequate supervisory personnel, including specific positions designated as being Key Personnel, will be assigned to the Project to ensure timely completion of the Project in full compliance with all applicable Codes, Laws, requirements of the Contract Documents, and the Project Criteria.

4. Assumptions and Exclusions. Design/Builder shall include a list of any assumptions or exclusions that are part of the IGMP. This shall include, but not be limited to (i) existing conditions information relied upon by Design/Builder, and (ii) permits and licenses required for performance of the Work, other than Owner Secured Permits.

5. Design/Builder shall include in the IGMP and Final GMP a line item stating the total amount of the cost of construction of the Work for the purpose of establishing the penal sum of the both the Payment Bond and the Performance Bond, which amounts must be equal. Design/Builder shall provide necessary documentation to support its calculation.

C. Required Pricing Documents. Contractor shall provide an updated and Proposed Final OPPC to contain detailed estimates, to include quantity take offs, pricing details with unit prices with justification, Construction General Contractor, Construction Subcontractor, and Subcontractor pricing with clarifications and assumptions, and all allowance amounts and scope descriptions for each allowance amount.

D. Adjustments Towards Final GMP.

1. The IGMP and each Cost Item therein represents the maximum compensation to Design/Builder for completion of the Work of the Contract Documents.

2. Cost Item underruns accrue solely to the Owner. The IGMP is not subject to adjustment upwards in the final GMP, absent a Change Order.

E. Phase Two Guaranteed Maximum Price.

1. Following the Design/Builder's submission of the IGMP, the Owner and Design/Builder will negotiate in good faith regarding the IGMP. The Owner may request revisions or adjustment of any kind and may request additional information from the Design/Builder that supports any aspect of the IGMP. The Design/Builder shall timely respond to any Owner requests for information or revisions. Design/Builder shall then submit its proposed final GMP.

2. The Owner may provide tentative acceptance of any Design/Builder proposed final GMP in writing. Such tentative acceptance shall serve only to conclude the negotiation period. Following the Owner's tentative acceptance, the Owner shall present the proposed final GMP to the Owner's Governing Body for approval. The Design/Builder acknowledges that only the Owner's Governing Body has the authority to authorize binding acceptance of a GMP proposal.

3. If the Owner's Governing Body accepts Design/Builder's final proposed GMP, the Owner will then issue to the Design/Builder an Amendment to the Contract Documents in accordance with the Agreement Form, Document 00 52 53.

4. The Design/Builder accepts all risk that the cost of completing the Work encompassed by the final proposed GMP will exceed the final proposed GMP. The Owner shall be in no way responsible for any actual costs, damages, or expenses that in any way exceed the final proposed GMP.

F. Owner Option's if No Agreement on GMP is Reached.

1. If the Owner and Design/Builder cannot reach a mutual agreement regarding the GMP, or, if the Owner otherwise elects not to amend the Contract Documents to complete the remaining Work, the Owner may:

(a) Solicit proposals to complete the Project from the firms that submitted Responses to the Request for Qualifications, or,

(b) Upon written determination that it is in the best interests of the Owner, formally solicit proposals from other design-build entities

and award a contract for the completion of the Project on a best value basis, or,

(c) Take any other action to complete the Project as authorized under applicable law, or,

(d) Elect, in its sole and absolute discretion, not to perform any additional work related to the Project.

2. In the event the Owner proceeds under this Section IV.F, the Owner shall advise the Design/Builder in writing. Upon receipt of such writing, Design/Builder shall:

(a) Perform all actions as stated in Section XIII.E.2 of the Contract General Conditions in Document 00 72 53.

(b) Deliver to the Owner possession of the Work in its then condition including, but not limited to, all designs, architectural and engineering, Project records, Project Record Documents, cost data of all types, Drawings and Specifications and contracts with vendors and Construction General Contractor, Construction Subcontractors, and Subcontractors, all other documentation associated with the Project, and all construction supplies and aids dedicated solely to performing the Work which, in the normal course of construction, would be consumed or only have salvage value at the end of the construction period.

(c) Pursuant to Public Contract Code section 22185.5(c)(2), the design professionals responsible for performing design services on behalf of the Design/Builder shall have sole liability for their design errors and omissions, provided the Owner elects to use their complete and stamped designs with subsequent design-build entities or licensed contractors.

END OF DOCUMENT

DOCUMENT 00 61 13.12

CONSTRUCTION PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, THAT WHEREAS, The County of Riverside, (hereinafter "**Owner**") , has awarded to _____ as Principal ("**Principal**" or "**Design/Builder**"), a design/build contract for complete design and construction of the Harmony Haven Children & Youth Wellness Center, as more fully explained and defined in the Contract Documents, of which this Performance Bond is incorporated into.

AND WHEREAS, Principal is required to furnish a bond in connection with the Contract Documents, guaranteeing the faithful performance thereof;

NOW, THEREFORE, we, the undersigned Principal and _____ as Surety ("**Surety**") are held and firmly bound unto Owner in the sum of the Performance Bond Amount to be paid to Owner or its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner (which approval shall be in Owner's complete discretion), shall promptly and faithfully perform the covenants, conditions, and agreements of the Contract Documents during the original term and any extensions thereof as may be granted by Owner, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract Documents, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless Owner as stipulated in the Contract Documents, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, or work or actions by Owner to mitigate the damages resulting from any breach in performance by Principal, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.

Whenever Principal shall be and declared by Owner in default under the Contract, Surety shall promptly remedy the default, or shall promptly, and in no event later than thirty (30) days from notice undertake through its agents or independent contractors (but having qualifications and experience reasonably acceptable to Owner in Owner's sole discretion), to complete the Contract in accordance with all of its terms and conditions, and, to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, indemnities, and the payment of liquidated damages; or,

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the others.

Surety may not use Design/Builder to complete the Contract absent Owner's written consent, which may be withheld by Owner in its sole discretion. Owner shall have the right in its sole discretion to continue the work of the Contract, as necessary following a default and/or termination, as necessary to prevent risks of personal injury, property damage or delay to the Project.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or its successors or assigns.

Surety shall join in any proceedings brought under the Contract upon Owner's demand, and shall be bound by any judgment.

Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 20____.

DESIGN/BUILDER as PRINCIPAL	**SURETY**
_____	_____
[company name]	[company name]
_____	_____
[address]	[address]
_____	_____
[city, state, zip]	[city, state, zip]
By:	**By:**
_____	_____
[signature]	[signature]
_____	_____
[print name]	[print name]

_ [title]	_ [title]

END OF DOCUMENT

DOCUMENT 00 61 13.16

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, The County of Riverside ("**Owner**"), has awarded to [**Name of Design/Builder**] as Principal, a Contract for design and construction of the Harmony Haven Children & Youth Wellness Center, dated the _____ day of _____, 20___ (the "**Contract**"), which by this reference the Contract is made a part hereof;

WHEREAS, Principal is required to furnish a bond in connection with the Contract to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;

NOW, THEREFORE, we, the undersigned Principal and [**Name of Surety**], as Surety, are held and firmly bound unto Owner in the sum of the Payment Bond Amount for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its executors, administrators, successors, or assigns approved by Owner, or its subcontractors shall fail to pay any of the persons named in California Civil Code § 9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys' fees, otherwise the above obligation shall become and be null and void.

This bond shall inure to the benefit of any of the persons named in California Civil Code § 9100, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic's Lien Law.

Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder.

Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with Contract; and suit may be brought against Surety and such other sureties, jointly and

severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the other.

Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 20___.

Design/Builder as Principal:	**Surety**:
_____	_____
[company name]	[company name]
By: _____	By: _____
Title: _____	Title: _____
Corporate Seal:	Corporate Seal:

END OF DOCUMENT

DOCUMENT 00 62 10

DESIGN/BUILDER CERTIFICATION REGARDING WORKER'S COMPENSATION

Contract with The County of Riverside for the construction of:

PROJECT TITLE:_____

PROJECT NO.:_____

California Labor Code section 3700:

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

(a) By being insured against liability to pay compensation by one or more insurers, duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate on consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees."

I, Design/Builder, am aware of the provisions of Section 3700 of the Labor Code that requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance. In accordance with the provisions of the Labor Code, I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____

Design/Builder's Name: _____

By: _____
Signature Must be Properly Notarized

_____.
Print Name

_____.
Title
Address: _____, _____, _____, _____
Street City State Zip Code

(Labor Code §1861 requires that this Contractor certification must be signed and filed by the Contractor with the public agency prior to performing any Work.)

END OF DOCUMENT 00 62 10

DOCUMENT 00 62 30

SUBCONTRACTOR PROCUREMENT

I. GENERAL

A. The Design/Builder and the Construction General Contractor shall comply fully with this Document 00 62 30, the Contract Documents, and the Public Contract Code with respect to the selection of Construction Subcontractors and, where required, Subcontractors on the Project.

B. Owner has identified particular trade Construction Subcontractors and Subcontractors that must be included in the Design/Builder's response to the RFQ for the Project. For other Subcontractors, Design/Builder shall procure Construction Subcontractors and Subcontractors as follows:

1. Design/Builder may, at its sole election, list one or more Construction Subcontractors and Subcontractors in its Proposal, and for any Construction Subcontractors and Subcontractors listed, shall comply fully with the requirements of Public Contract Code section 4104. All Construction Subcontractors and Subcontractors that are identified in the Proposal shall be afforded all the protections of Chapter 4 (commencing with Section 4100) of Part 1.

2. Design/Builder may, at its sole election, and following award of the design-build contract, proceed as follows in awarding Construction Subcontracts with a value exceeding one-half of 1 (0.5) percent of the contract price allocable to construction work:

(a) Provide public notice of availability of work to be subcontracted in accordance with the publication requirements applicable to the competitive bidding process of the local agency, including a fixed date and time on which qualifications statements, bids, or proposals will be due.

(b) Establish reasonable qualification criteria and standards.

(c) Award the Construction Subcontract either on a best value basis or to the lowest responsible bidder. The process may include prequalification or short-listing.

(d) The foregoing process does not apply to Construction Subcontractors and Subcontractors listed in the original proposal. Subcontractors awarded construction subcontracts shall be afforded all the protections of Chapter 4 (commencing with Section 4100) of Part 1.

C. Construction Subcontractors and Subcontractor Procurement Plan

1. Design/Builder's Proposal shall prepare a Subcontractor Procurement Plan ("Procurement Plan") as part of its Phase One Services for the Project.

2. The Procurement Plan shall, in narrative form, detail the Design/Builder's and/or Construction General Contractor's planned approach to packaging the Work for bidding to Subcontractors and its planned selection method for all Subcontractors, excluding only Subcontractors identified in paragraph I.B above, to be used by Design/Builder. This plan shall include, but is not limited to, the following:

(a) A list of all expected or anticipated Construction Subcontractors and Subcontractor bid packages or contracts, broken down by category of service, including pre-construction, design, and construction phases.

(b) A description of the scope of Work for each Subcontract.

(c) The qualification criteria to be used in selecting the Construction Subcontractors and Subcontractors and for each Subcontract.

(d) The estimated costs to complete the scope of Work for each package or Subcontract.

(e) The proposed method of selection (i.e., low bid, informal bid, competitive negotiation, best value, etc.), including all items described in Article II below (to the extent applicable).

(f) A description of how the proposed manner of awarding subcontracts will further the best interests of the County and promote best value design and construction.

(g) A description of any Subcontract commercial terms that differ from the Contract Documents, and of any intended Construction Subcontractor and Subcontractor liquidated damage measures.

3. The Design/Builder shall make any revisions to its Procurement Plan reasonably requested by Owner. Following receipt of a finally accepted Procurement Plan, the Design/Builder shall implement the Procurement Plan.

II. OTHER REQUIREMENTS.

A. All Construction Subcontractors and Subcontractors bidding on contracts to perform Work shall be afforded the protections contained in Chapter 4 (commencing with § 4100) of Part 1 of the Public Contract Code.

B. Without limiting the foregoing, Design/Builder and the Construction General Contractor shall do both of the following:

1. Provide public notice of the availability of work to be subcontracted in accordance with the publication requirements applicable to the competitive bidding process of Owner.

2. Provide a fixed date and time on which the subcontracted work will be awarded in accordance with the procedure established in the Procurement Plan.

END OF DOCUMENT

00 63 63

CHANGE ORDER FORM

Change Order No. ____

Date: _____, 20___

To: _____ (Design/Builder)

Project: Harmony Haven Children & Youth Wellness Center Project

After discussions and negotiations, Design/Builder and Owner have mutually agreed to the following changes to the Contract Documents. Design/Builder is hereby directed to make the following changes to the Work or perform the following Work not included in the Contract Documents. All new Work described below shall be done in accordance with the applicable provisions of the Contract Documents. The agreed-upon price below shall include full compensation to Design/Builder (and all of its sub-contractors of any tier and material and equipment suppliers) for all costs associated with the changed work, including labor, material and equipment costs, all costs associated with Project delay, disruption, acceleration, home and field office overhead, escalation, inflation, labor surcharges, local, state, and federal taxes, and all other costs that arise directly or indirectly from the changed work described below.

1. _____

2. _____

3. _____

4. _____

5. _____

Contract Price

Original Contract Price:	$_____
Sum of Prior Contract Price Adjustments:	$_____
Contract Sum Prior to this Change Order:	$_____
Adjustments to Contract Price for this Change:	$_____
Revised Contract Amount:	**$**_____

Contract Time

Original Contract Time:	_____ Days
Original Contract Completion Date	_____, 20__
Prior Adjustments to Contract Time	_____ Days

Contract Completion Date Prior to this Change Order	_____, 20__
Revised Contract Time	**_____ Days**
Revised Contract Completion Date	**_____, 20__**

Design/Builder and Owner further agree that, by executing this Change Order:

1. Waiver and Release of Any Claims Arising Out of this Change Order. Design/Builder waives any and all claims for further adjustments of the Contract Sum and Contract Time related to items contained in the Change Order. Design/Builder and Owner intend that this Change Order is a complete accord and satisfaction for all items included in this Change Order. The foregoing adjustment of the Contract Price and the Contract Time for the changes noted in this Change Order (the "Changes") represents the full and complete adjustment of the Contract Price and the Contract Time due the Design/Builder for providing and completing such Changes, including without limitation: (i) all costs (whether direct or indirect) for labor, equipment, materials, tools, supplies and/or services; (ii) all general and administrative overhead costs (including without limitation, home office, field office and Site general conditions costs) and profit; and (iii) all impacts, delays, disruptions, interferences, or hindrances in providing and completing the Changes. The Design/Builder waives all rights for any other adjustment of the Contract Price or the Contract Time on account of this Change Order or the performance and completion of the Changes.

2. With respect to the waiver and release stated in this Change Order, Design/Builder hereby waives the provisions of California Civil Code section 1542, which provides as follows:

   A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

3. This Change Order shall represent the entire and integrated agreement between Owner and Design/Builder regarding the subject matters hereof and shall constitute the exclusive statement of the terms of the parties' agreement. The terms of this Change Order shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of the Change Order. Owner and Design/Builder represent and agree that, except as otherwise expressly provided in the Contract Documents, that negotiations among principals and attorneys regarding this Change Order, shall be inadmissible for any purpose, and this Change Order is the exclusive statement of the parties' agreement.

THE COUNTY OF RIVERSIDE **DESIGN/BUILDER**

By: _____ By: _____

Name: _____	Name: _____
Title: _____	Title: _____
Date: _____, 20_____	Date: _____, 20_____

END OF DOCUMENT

DOCUMENT 00 65 30

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS FORM
[Public Contract Code § 7100]

THIS AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS (Agreement and Release), made and entered into this _____ day of _____, 20___, by and between The County of Riverside ("Owner"), and _____ (Design/Builder), whose place of business is at _____.

RECITALS

A. Owner and Design/Builder entered into a Contract for construction of [Project Name/Description] located at [Project location], County of Riverside, California (Contract).

B. The Work under the Contract has been completed.

AGREEMENT

NOW THEREFORE, it is mutually agreed between Owner and Design/Builder as follows:

4. Design/Builder will not be assessed liquidated damages except as detailed below:

Original Contract Sum	$ _____
Modified Contract Sum	$ _____
Payment to Date	$ _____
Liquidated Damages	$ _____
Payment Due Design/Builder	$ _____

5. Subject to the provisions of this Agreement and Release, Owner will forthwith pay to Design/Builder the sum of [_____ Dollars and _____ Cents ($_____)] under the Contract, less any amounts withheld under the Contract or represented by any Notice to Withhold Funds on file with Owner as of the date of such payment.

6. Design/Builder acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against Owner arising from the Contract, except for the claims described in paragraph 7 of this Document 00 65 30. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Design/Builder

against Owner, and all if its agents, employees, consultants, inspectors, representatives, assignees and transferees, except for the Claims set forth in paragraph 7 of this Document 00 6530. Nothing in this Agreement and Release shall limit or modify Design/Builder's continuing obligations described in Paragraph 9 of this Document 00 6530.

7. The following claims submitted under Document 00 72 53 (General Conditions – Design Build), Article XII, are disputed (hereinafter, the **Claims**) and are specifically excluded from the operation of this Agreement and Release.

[Insert information in Chart below, affix attachment if necessary]

CLAIM NO.	**Date Submitted**	**Description of Claim**	**Amount of Claim**

8. Consistent with California Public Contract Code § 7100, Design/Builder hereby agrees that, in consideration of the payment set forth in Paragraph 2 of this Document 00 65 30, and excluding the Claims set for in Paragraph 7, Design/Builder hereby releases and forever discharges Owner, and all of its agents, employees, consultants, inspectors, assignees and transferees from any and all liability, claims, demands, actions or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract.

9. Guarantees and warranties for the Work, and any other continuing obligation of Design/Builder, shall remain in full force and effect as specified in the Contract Documents.

10. Design/Builder shall immediately defend, indemnify and hold harmless Owner, any of Owner's Representatives, Project Manager, and all of their agents, employees, consultants, inspectors, assignees and transferees, from any and all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities that may be asserted against them by any of Design/Builder's, Construction General Contractor, Construction Subcontractor, suppliers and/or Subcontractors of any tier and/or any suppliers to them for any and all labor, materials, supplies and equipment used, or contemplated to be used in the performance of the Contract, except for the Claims set forth in paragraph 7 of this Document 00 65 30.

11. Design/Builder hereby waives the provisions of California Civil Code section 1542, which provides as follows:

> **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

12. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable, and if any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal or other law, ruling, or regulation, then such provision, or part thereof shall remain in force and effect only to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.

13. Design/Builder represents and warrants that it is the true and lawful owner of all claims and other matters released pursuant to this Agreement and Release, and that it has full right, title and authority to enter into this instrument. Each party represents and warrants that it has been represented by counsel of its own choosing in connection with this Agreement and Release.

14. All rights of Owner shall survive completion of the Work or termination of the Contract, and execution of this Agreement and Release.

*** * * CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING * * ***

OWNER

By: _____
Signature

Name: _____
Print

Its: _____
Title

ATTEST:

_____
Secretary

_____
Print

[DESIGN/BUILDER]

By: _____
Signature

Name: _____
Print

Its: _____
Title

[DESIGN/BUILDER]

By: _____
Signature

Name: _____
Print

Its: _____
Title

REVIEWED AS TO FORM:

Dated: _____, [201__]

Counsel for Owner

Name: _____
Print

END OF DOCUMENT

DOCUMENT 00 65 36

WARRANTY FORM

To: The County of Riverside, CALIFORNIA ("Owner"), for construction of Harmony Haven Children & Youth Wellness Center**, PROJECT NO. _____, RIVERSIDE**, CALIFORNIA.

Design/Builder hereby grants to Owner for a period of one year following the date of Final Acceptance of the Work, or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Design/Builder, Construction General Contractor, Construction Subcontractors and its Subcontractors of all tiers in connection with the Work.

Neither final payment nor use nor occupancy of the Work performed by the Design/Builder shall constitute an acceptance of Work not done in accordance with this Guaranty or relieve Design/Builder of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Design/Builder shall remedy any defects in the Work and pay for any damage resulting therefrom, which shall appear within one year, or longer if specified, from the date of Final Acceptance of the Work.

If within one year after the date of Final Acceptance of the Work completed, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be Defective, Design/Builder shall promptly, without cost to Owner and in accordance with Owner's written instructions, correct such Defective Work. Design/Builder shall remove any Defective Work rejected by Owner and replace it with Work that is not Defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Design/Builder fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the Defective Work corrected or the rejected Work removed and replaced. Design/Builder shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Design/Builder fails to correct Defective Work, or defects are discovered outside the correction period, Owner shall have all rights and remedies granted by law.

Inspection of the Work shall not relieve Design/Builder of any of its obligations under the Contract Documents. Even though equipment, materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Design/Builder shall, at its own expense, replace or repair any such equipment, material, or Work found to be Defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guaranty period.

All abbreviations and definitions of terms used in this Agreement shall have the meanings set forth in the Contract Documents.

The foregoing Warranty is in addition to any other warranties of Design/Builder contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Design/Builder under the Contract Documents and at law with respect to Design/Builder's duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Warranty and any warranty or obligation of the Design/Builder under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Design/Builder.

Date: _____

Design/Builder's Name: _____

By: _____
Signature Must be Properly Notarized

_____.
Print Name

_____.
Title

Address: _____, _____, _____, _____
Street City State Zip Code

END OF DOCUMENT

DOCUMENT 00 72 53

GENERAL CONDITIONS – DESIGN/BUILD

I. INTERPRETATION OF THE CONTRACT DOCUMENTS

A. **Defined Terms**. All abbreviations and definitions of terms used and not otherwise defined in this Document 00 72 53 are set forth in Section 01 42 53 (References and Definitions - Design Build). This Document 00 72 53 subdivides at first level into Articles, and then into paragraphs, then into subparagraphs.

B. **Contract Documents**. Contract Documents are complementary; what is called for by one is as binding as if called for by all. Contract Documents shall not be construed to create a contractual relationship of any kind between (1) any Owner Representative and Design/Builder; (2) Owner and/or its representatives and (except as provided herein), Construction General Contractor, Construction Subcontractors and Subcontractors, sub-Subcontractors, or supplier of any Project labor, materials, or equipment; or (3) between any persons or entities other than Owner and Design/Builder.

C. **Description of Work**. Except as may be specifically limited and/or excluded in Document 00 0116 Project Criteria and Section 0111 53 (Summary of Work), Design/Builder shall provide a complete, legally operable, functional and maintainable Project, in accordance with the Contract Documents, including providing, furnishing, and performing all Services and providing and furnishing all necessary supplies, housing, materials and equipment, and all necessary supervision, labor, and services required for the engineering, design, procurement, quality assurance and inspection, construction, installation, startup, checkout, testing, site cleanup and for the training of Owner's personnel, all in conformity with the requirements, legal requirements, criteria, performance guarantees, and warranties set forth in the Contract Documents, for a complete, full and legally operable Project in full conformance with Contract requirements. The signature and seal of a licensed engineer(s) or architect(s) shall be obtained as necessary for compliance with the legal requirements. Design/Builder shall not be responsible for obtaining licenses issued by DHCS.

D. **All-Inclusive Design Build Obligation**. Without limiting the generality of paragraph I.D herein, Design/Builder shall provide, at a minimum, the following Services and materials and equipment as further specified and described in Section 01 11 53 (Summary of Work) provided, however, that these sections shall not be construed in any way to limit Design/Builder's obligations hereunder to design, engineer, furnish, construct, checkout, startup, and test a complete, operable and maintainable Project in accordance with the provisions of the Contract Documents.

1. Design/Builder shall prepare preliminary designs, interim designs, complete designs, engineering, working drawings, shop drawings and

generate drawings and/or engineering analysis setting forth in detail the specifications and requirements for the purchasing and procurement of the services, materials and equipment, all necessary utilities, natural gas and water supply for construction, and for the construction of the complete, operational, legally operable and fully functional Project and shall furnish the services of all necessary supervisors, architects, engineers, designers, draftsmen, and other personnel necessary for the preparation of those drawings and specifications required for the Work. The design shall include all disciplines necessary to design and engineer the Project, including but not limited to, architectural, civil, structural, mechanical, electrical, instrumentation and control work. Without limiting the generality of these requirements, Design/Builder shall provide, at a minimum, the Services and materials and equipment as further specified and described in Section 01 11 53 (Summary of Work) and Section 01 11 50 (Summary of Work –Design and Pre-Construction Services) provided, however, that these sections shall not be construed in any way to limit Design/Builder's obligations hereunder to design, engineer, furnish, construct, checkout, startup, commission and test a complete, operable and maintainable Project and all equipment and systems therein, in accordance with the provisions of the Contract Documents. Design/Builder shall not be responsible for obtaining licenses issued by DHCS.

2. Design/Builder shall supervise, coordinate, and direct all Work using Design/Builder's best skill and attention. Design/Builder shall be solely responsible for, and shall have control over, the entire design effort, construction means, methods, techniques, sequences, procedures, and the coordination of all portions of the Work, including, but not limited to, landscaping, site work, utilities and building systems.

3. Design/Builder shall furnish the services of all personnel, including supervisors, engineers, designers and draftsmen necessary for the Work. Except as otherwise provided in the Contract Documents, Design/Builder shall obtain all governmental and private approvals, licenses, and permits required to complete the Work, including but not limited to, all aspects of coordination and approvals of any type from state and/or local agencies and authorities with jurisdiction, for example and not by way of limitation, the Fire Marshall, Owner building officials, and any other AHJs over the Project. Design/Builder shall perform all investigations to determine any potential AHJs over the Project. Owner shall issue all Owner-required permits at no cost to the Design/Builder.

4. Design/Builder shall provide, install and complete as specified and pay for all labor, materials and equipment, tools, supplies, construction equipment and machinery, construction, start-up and testing (except testing to be provided by Owner), utilities, transportation, and other facilities and services (including any temporary materials, equipment, supplies and

facilities) necessary for the proper execution and completion of the complete, operational, and fully functional Project including required permanent interconnection for electricity, and any other utilities and demonstration of fully satisfactory operation of all systems and equipment.

5. Design/Builder shall provide all equipment and materials and furnish the services of all supervision of, buyers, inspectors (other than inspectors hired by Owner, and any Owner employee-inspector acting solely on Owner's behalf), expediters, and other personnel necessary to procure all materials and equipment for the construction of the Project. Design/Builder shall provide, install, complete and pay for all labor, materials and equipment, tools, supplies, construction equipment and machinery, construction utilities (including all water, power and sanitary facilities), transportation (including road or other infrastructure and improvements on and off the Site), customs clearance, quality assurance, and other facilities and services (including any temporary or consumable materials, water, fuels, and electricity necessary for the proper execution and completion of the Work, including any of the utilities, as required). Design/Builder shall maintain all materials and equipment in accordance with manufacturer's requirements while such materials and equipment are in transit or care and custody of the Design/Builder. Design/Builder shall supervise and direct the Work, and shall furnish the services of all supervisors, forepersons, skilled and unskilled labor, and all other personnel necessary to design and construct the complete, operational, legally operable and fully functional Project and appurtenant projects described in the Contract Documents. Without limiting the generality of the foregoing, Design/Builder shall provide any and all construction required for the temporary upgrading of any public or private road which is inadequate for the performance of the Work, temporarily relocate any interference in public or private roadways necessary for the transportation of equipment and materials, and repair all excessive damage to, or deterioration (other than fair wear and tear) of, any public or private road which arises out of the performance of the Work.

6. Design/Builder shall provide all Project-related insurance, except as otherwise provided by the Contract Documents.

7. No construction or alteration of any Owner facility under the Contract Documents shall commence prior to the receipt of the written acceptance of the plans and specifications from Owner and, as required, approvals from Authorities Having Jurisdiction, and Owner. Design/Builder shall design and construct complete, operational, a fully functional and legally operable project, in full compliance with all applicable laws, codes and standards (both public and private), including but not limited to, the standards included and warranties expressed in the Contract Documents and manufacturer's recommendations pertaining to individual items of

equipment or systems. Design/Builder shall have full responsibility to manage, coordinate and comply with requirements of AHJs, including but not limited to, the Fire Marshall, Owner building officials, and any other AHJs over the Project.

8. Design/Builder shall supervise and direct the Work, and shall furnish the services of all supervisors, foremen, skilled and unskilled labor, quality control and all other personnel in sufficient quantities and with sufficient skills necessary to perform the Services in accordance with the Contract Documents. At Owner's request, Design/Builder shall replace, at Design/Builder's expense, any individual if it is determined by Owner and Design/Builder that such individual's continued presence would jeopardize the quality or timely completion of the Work. Whenever required by applicable laws or the Contract Documents, Design/Builder shall employ licensed personnel as necessary to perform engineering, design, architectural, or other professional services in the performance of the Work.

9. All professional services shall be performed with the degree of care, skill, and responsibility customary among such licensed personnel that specialize in work similar to the Work of this Contract in the geographic area of the Site. Design/Builder shall be responsible for all labor relations matters relative to the Work on the Project Site and shall at all times use all reasonable efforts to maintain harmony among all workers employed in connection with the Work on the Site.

10. Design/Builder shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract Documents, and Owner shall not be responsible for or exercise any control over the actions or omissions of Design/Builder, any supplier, or any of their employees or agents performing any of the Work or Design/Builder's warranty obligations. Design/Builder shall prosecute the Work continuously and diligently and complete the Work in accordance with all requirements of the Contract Documents.

11. Design/Builder shall coordinate ingress and egress to and from the Site so as to minimize disruption to the Work and to traffic in the vicinity of the Site.

12. Design/Builder shall be responsible for the layout of the Work and shall perform all necessary surveying during the construction of the Projects. Design/Builder shall take field measurements, verify all field conditions, and carefully compare all of the foregoing and other available information with the Contract Documents. The accuracy of all grades, elevations, alignments, and plumbing of any structures and the location of all facilities described in the final plans and specifications shall be the responsibility of

the Design/Builder. Design/Builder shall preserve all permanent survey construction monuments and benchmarks. Prior to the final completion date, Design/Builder shall accurately correct all Project documents to as-built conditions and deliver to Owner these as-built documents in accordance with the Contract Documents. Such documents shall show the location of the Project and shall show all related easements, improvement, utilities and rights of way above and below ground, on and off the Site, as of the date of delivery of such documents. Such documents shall also show the dimensions and the distances to the nearest benchmarks.

13. Design/Builder shall provide appropriate installation and startup representatives from suppliers of major equipment and control systems, all necessary supervising personnel, all equipment, tools, construction and temporary material, and all labor for checkout, startup and testing. Design/Builder shall be responsible for checkout, startup and testing of the Project and shall carry out those activities in accordance with all applicable codes and legal requirements, startup and checkout requirements and procedures as set forth in the Contract Documents.

14. Except for safety and warning signs, Design/Builder shall not install any signs on the Project Site without the express written consent of Owner.

15. Design/Builder shall be responsible for Project Site security until Final Completion, or termination of the Work. Such security shall include, to the extent reasonably necessary, barriers, lighting, controlled access, and other measures required to prevent vandalism, theft, and danger to personnel, the Project, materials and equipment.

16. Design/Builder shall prepare or cause to be prepared and shall furnish to Owner all drawing logs, drawings, manufacturer's drawings and data, supplier manuals and operating manuals in accordance with the Contract Documents.

17. Design/Builder shall ensure that Owner and its representatives shall, at all times, have access to the Project for all purposes. In order to allow Owner and its representatives to be present, Design/Builder shall give Owner at least three (3) days advance notice of any system or equipment checkout or testing. If Owner desires access to any places where work is being performed or from which materials and equipment are being obtained, Design/Builder shall provide or arrange reasonable access thereto and shall provide Owner reasonable advanced notice of any factory tests or other off site tests. Design/Builder shall maintain the Site in a safe condition to permit Owner and any person authorized in writing by Owner to inspect and review all field work during working hours, including materials and equipment, installation, calibration, startup and testing.

18. As part of the procurement of equipment, Design/Builder shall provide to Owner a list of recommended operating spare parts, which list shall include all relevant costs and ordering lead time information with terms and conditions. If requested, Design/Builder shall procure such operating spare parts from Suppliers, as requested by Owner, on behalf of Owner. The cost of such operating spare parts shall be addressed by Contract Modification.

19. When any equipment or portion of the Work is damaged, Design/Builder shall inform Owner as soon as possible and provide Owner a damage report detailing such occurrence, any required repairs, and the estimated duration of such repairs.

20. Except for special inspections performed by Owner, Design/Builder shall provide to Owner all tests and measurements, laboratory analyses, and reports made or prepared in connection with the Work.

E. **Precedence of Documents**

1. In the case of discrepancy or ambiguity in the Contract Documents, the following order of precedence shall prevail:

   (a) Any terms, conditions, and requirements in the Program Funding Agreement entered into between Owner and AHP;

   (b) Modifications in inverse chronological order (i.e., most recent first), and in the same order as specific portions they are modifying;

   (c) Document 00 52 53 (Agreement Form – Owner - Design/Build Services), and terms and conditions referenced therein, and such other documents within the Division 00 50 00 series (i.e., starting at 00 52 00 and continuing to 00 52 99) and the Division 00 60 00 series (i.e., starting at 00 60 00 and continuing to 00 69 99);

   (d) Document 00 73 00 (Supplementary Conditions);

   (e) Document 00 72 53 (General Conditions - Design Build), and such other documents within the Division 00 70 00 series (i.e., starting at 00 70 00 and continuing to 00 79 99);

   (f) Division 1 Specifications;

   (g) Drawings;

   (h) Written numbers over figures, unless obviously incorrect;

   (i) Figured dimensions over scaled dimensions;

(j) Large-scale drawings over small-scale drawings.

(k) Technical Specifications (Division 2 through 31).

2. Any conflict between a bill or list of materials shown in the Contract Documents and the actual quantities required to complete Work required by Contract Documents, will be resolved in favor of the actual quantities.

II. PRE-CONTRACTUAL INVESTIGATIONS AND SUBCONTRACTORS

A. Design/Builder's Pre-Award Investigations

1. Prior to executing the Agreement, Design/Builder agrees that it has fully investigated the Work of the Contract. Design/Builder has visited the Project Site, examined thoroughly and understands fully the nature and extent of the Contract Documents, the Work, the Site, locality, actual conditions and as-built conditions, and all other information made available before execution of the Agreement. Design/Builder's investigation shall include, but is not limited to, a thorough examination of all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, product specification(s) or reports, available for contracting purposes, of physical conditions, including Underground Facilities and information identified in Document 00 31 19 (Existing Conditions Information) or which may appear in the Contract Documents, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Design/Builder and safety precautions and programs incident thereto. Design/Builder shall completely and thoroughly correlate all such information and consider such information fully, prior to and as a condition of executing the Agreement. Design/Builder shall make inquiry as required in Document 00 31 19 (Existing Conditions Information).

2. Prior to executing the Agreement, Design/Builder shall take care to note the existence and potential existence of Underground Facilities, in particular, above and below grade structures, drainage lines, storm drains, sewers, water, gas, electrical, chemical, hot water, and other similar items and utilities. Design/Builder shall carefully consider all supplied information, request additional information Design/Builder may deem necessary, and visually inspect the Site for above ground indications of Underground Facilities (such as, for example not by way of limitation, the existence of existing service laterals, appurtenances or other types of utilities, indicated by the presence of an underground transmission main or other visible facilities, such as buildings, new asphalt, meters and junction boxes, on or adjacent to the Site.)

3. Prior to executing the Agreement, Design/Builder must correlate its experience, knowledge and the results of its required investigation with the terms and conditions of the Contract Documents, and must give Owner prompt written notice of all conflicts, errors, ambiguities, or discrepancies of any type, that it may discover in or among the Contract Documents, as-built drawings (if any) and/or actual conditions. Design/Builder shall give this notice before executing the Agreement, and executing the Agreement indicates Design/Builder's agreement that Owner responded to the notice in a manner which is acceptable to Design/Builder.

4. Prior to executing the Agreement, Design/Builder must consider fully the fact that information supplied regarding existing Underground Facilities at or contiguous to the Site is in many cases based on information furnished to Owner by others (e.g., the builders of such Underground Facilities or others), and that due to their age or their chain of custody since preparation, may not meet current industry standards for accuracy. Design/Builder must also consider local underground conditions and typical practices for Underground Facilities, either through its own direct knowledge or through its Construction General Contractor, Construction Subcontractors, and Subcontractors, and fully consider this knowledge in assessing the existing information and the reasonableness of its reliance.

5. During performance of the Contract, Design/Builder will be charged with knowledge of all information that it should have learned in performing this required pre-contract investigation, and shall not be entitled to Contract Modifications (time or compensation) for any material adverse environmental condition, material adverse soil condition, or material preexisting condition not reasonably identified by Design-Builder that should have been identified in the exercise of their respective commercially reasonable due diligence (or which would reasonably have been expected to have been identified by Design-Builder if Design-Builder had exercised commercially reasonable due diligence)

6. The standard of performance and of assumed knowledge under this Article VIII, and each subparagraph thereof, shall be the standard of an experienced design-builder building a similar size and nature facility in the geographic locale of the Project.

B. Supplied Information on Underground Existing Conditions

1. Regarding Underground Facilities shown in the Contract Documents or supplied through Document 00 31 19 Owner has compiled this information in good faith, relying on its records and third -party records. Because of the nature and location of Owner and the Project, the existence of Underground Facilities is deemed inherent in the Work of the Contract, as is the fact that Underground Facilities are not always accurately shown or completely shown on as-built records, both as to their depth and

location. In Article XII of this Document 00 72 53, this Contract establishes a heightened standard for claims involving Underground Facilities. Design/Builder shall consider this fact in its planning and execution of the Work involving Underground Facilities.

2. Regarding subsurface conditions other than Underground Facilities, shown on the Contract Documents or supplied in Document 00 31 19 (Existing Conditions Information), Design/Builder may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated in the Contract Documents. Owner is not responsible for the completeness of any subsurface condition information, Design/Builder's conclusions or opinions drawn from any subsurface condition information, or subsurface conditions that are not specifically shown. (For example, Owner is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown.)

C. Supplied information on Above Ground Existing Conditions

1. Regarding aboveground and as-built conditions shown on the Contract Documents or supplied through Document 00 31 19 (Existing Conditions Information), such information has been compiled in good faith, however, Design/Builder must independently verify such information. Owner does not expressly or impliedly warrant or represent that information as to aboveground conditions or as-built conditions indicated in the Contract Documents or Document 00 31 19, is correctly shown or indicated, or otherwise complete for construction purposes.

2. As a condition to executing the Agreement, Design/Builder shall verify by independent investigation all such aboveground and as-built conditions, and bring any discrepancies to Owner's attention through written question(s). In executing the Agreement, Design/Builder shall rely on the results of its own independent investigation and shall not rely on Owner-supplied information regarding aboveground conditions and as-built conditions, and Design/Builder shall accept full responsibility for its verification work sufficient to complete the Work as intended.

D. Construction General Contractor, Construction Subcontractors, and Subcontractors.

1. Construction General Contractor, Construction Subcontractors, and Subcontractors agreements shall preserve and protect the rights of Owner under the Contract Documents so that subcontracting will not prejudice such rights. To the extent of the Work to be performed by a Construction General Contractor, Construction Subcontractors, and Subcontractors, Design/Builder shall require the Construction General Contractor's, Construction Subcontractors', or Subcontractors', written agreement (1) to

be bound to the terms of Contract Documents and (2) to assume vis-a-vis Design/Builder all the obligations and responsibilities that Design/Builder assumes toward Owner under the Contract Documents. (These agreements include for example, and not by way of limitation, all warranties, claims procedures and rules governing submittals of all types to which Design/Builder is subject under the Contract Documents.)

2. Design/Builder shall provide for the assignment to Owner of all rights any Construction General Contractor, Construction Subcontractors, and Subcontractors may have against any manufacturer, supplier, or distributor for breach of warranties and guaranties relating to the Work performed by the Construction General Contractor, Construction Subcontractors, and Subcontractors under the Contract Documents.

3. Owner shall be deemed to be an intended third-party beneficiary of all contracts between the Design/Builder and the Construction General Contractor, Construction Subcontractors, and Subcontractors (of any tier) for the provision of labor, services, supplies or material to the Project, and each such agreement shall so provide.

III. CONTRACT AWARD AND COMMENCEMENT OF THE WORK

A. Time Allowances for Performance of Contract Documents.

1. Design/Builder shall achieve Substantial Completion and Final Completion and all items described in Document 00 52 53 (Agreement Form - Owner-Design/Builder), by the times otherwise provided in the Contract Documents.

2. Provided that Design/Builder has complied with all applicable requirements and/or preconditions for commencement of construction, Owner will serve a Notice to Proceed.

3. Owner will serve the Notice to Proceed upon Design/Builder, first by email and subsequently either by depositing notice in a post office or post office box regularly maintained by United States Postal Service in a pre-paid wrapper directed to Design/Builder at legal address, by personal hand delivery or (at Owner's option) by delivery by other means authorized for notices under the Contract Documents at legal address.

4. Design/Builder shall commence performing construction work on the Construction Phase promptly following receipt of the applicable Notice to Proceed.

5. The total number of Days for completing construction and achieving Substantial Completion and Final Completion of each Construction Phase, are as provided in Document 00 52 53. Design/Builder shall not perform

any Work at any Site prior to receiving the applicable Notice to Proceed (Construction).

6. Design/Builder shall perform its obligations under the Contract as required under all applicable requirements of the California Building Standards Administrative Code, being Part l of CCR Title 24, California Building Standards Code ("Title 24"). Design and/or construction Work that does not comply with Title 24 shall be corrected at the Design/Builder's expense, including but not limited to, code interpretations from the Authorities Having Jurisdiction over the Project.

B. Commencement of Work Requirements

1. As a condition precedent to commencement of the Phase 2 Work in the Construction Phase, Design/Builder must provide Owner with the following for the Construction Phase:

(a) Fully permitted plan sets and technical specifications, complete and ready for construction.

(b) Evidence of all required insurance.

(c) Fully executed original versions of Document 00 61 13.12 (Construction Performance Bond) and Document 00 61 13.16 (Construction Labor and Materials Payment Bond), each in an amount at least equal to the sum of 100% of Phase Two Contract Price.

(d) Under no circumstances may work commence without the required insurance, Document 006113.13 (Construction Performance Bond) and Document 006113.19 (Construction Labor and Materials Payment Bond). Design/Builder's failure to provide these Documents before commencing any work on the Site shall constitute a material breach of the Contract Documents.

IV. INSURANCE AND INDEMNIFICATION

A. Document 00 73 16 (Insurance Requirements) contains the insurance requirements under the Contract Documents, which requirements are incorporated herein by this reference.

B. Indemnifications by the Design/Builder.

1. Subject to Section IV.B.2 and IV.B.4, the Design/Builder, upon the Owner's request, shall indemnify, defend, and hold harmless Owner and its Board of Directors, officers, agents, consultants, and employees (collectively referred to as the "Indemnified Parties") from and against any and all third-party claims (including claims by an Indemnified Party),

liabilities, losses, injuries, and damages, including, but not limited to, bodily injury or property damage; expenses; fines; penalties; liens; stop payment notices; special, incidental, and consequential damages; and fees and costs (including attorneys' and experts' fees and costs) arising out of, relating to, resulting from, or in connection with:

(a) The performance of this Contract by the Design/Builder excepting only loss, injury, or damage caused by the active or sole negligence or willful misconduct of the Indemnified Party to be indemnified;

(b) Any alleged infringement or other allegedly improper appropriation or use of any third-party proprietary rights, including intellectual property rights, required by, integrated into, or combined with the Work or the Project under the Contract, or arising out of any use in connection with the Project of methods, processes, designs, information, or other items furnished or communicated to the Owner or another Indemnified Party pursuant to the Contract; provided that this indemnity shall not apply to any infringement resulting from the Owner's failure to comply with specific advance written instructions regarding use provided to the Owner by the Design/Builder;

(c) Any release or threatened release of Hazardous Materials (a) brought onto the Project Site by any Design/Builder-Related Entity, or (b) negligently removed or handled by any such persons, regardless of the source, origin or method of deposit of such Hazardous Materials;

(d) The failure or alleged failure by any Design/Builder-Related Entity to comply with any applicable Governmental Rules;

(e) The negligent act, omission, misconduct, or fault, or the alleged negligent act, omission, misconduct, or fault of any Design/Builder-Related Entity on the Project;

(f) Any and all stop payment notices and/or liens filed and/or recorded in connection with the Work, including all expenses and attorneys' fees incurred in discharging any stop payment notice or lien, provided that the Owner is not in default in payment owing to the Design/Builder with respect to such Work; and/or

(g) Any and all claims by any governmental or taxing authority claiming taxes based on gross receipts, purchases or sales, tariffs, the use of any property (including possessory interest taxes) or income of any Design/Builder-Related Entity with respect to any

payment for the Work made to or earned by such Design/Builder-Related Entity under the Contract Documents.

(h) The term Design/Builder-Related Entity shall mean the Design/Builder; if the Design/Builder is a joint venture, partnership or limited liability company, any joint venture member, partner, or member; Subcontractors at any tier, their employees, agents, and officers; and all other persons for whom the Design/Builder may be legally or contractually responsible

2. Subject to Section IV.B.3, and notwithstanding Section IV.B.1 above, the Design/Builder shall indemnify, defend, and hold harmless the Indemnified Parties from and against any and all third-party claims (including claims by an Indemnified Party), liabilities, losses, injuries and damages, including, but not limited to, bodily injury or property damage, expenses, fines, penalties, liens, stop payment notices, incidental, special and consequential damages, and fees and costs (including attorneys' and experts' fees and costs) arising out of, relating to, resulting from, or in connection with the negligence, recklessness or willful misconduct of the Design/Builder or Design/Builder -Related Entity, in relation to any of the design professional services, including, but not limited to, errors, omissions, inconsistencies, inaccuracies, deficiencies or other defects in the construction drawings and specifications furnished by the Design/Builder, regardless of whether such errors, omissions, inconsistencies, or defects were also included in the Contract Documents. The Contractor agrees that, because the Project Criteria is subject to review and modification by the Contractor, the Project Criteria shall not be deemed "design furnished" by the Owner or any of the other Indemnified Parties, as the term "design furnished" is used in Civil Code section 2782, and that this clause is governed by Civil Code Section 2782.8.

3. The following restrictions shall apply to the indemnities set forth in this Section IV.B:

(a) Except as permitted by Civil Code sections 2782.1, 2782.2, and 2782.5, such indemnities shall not inure to the benefit of an Indemnified Party so as to impose liability on the Design/Builder for the active negligence, sole negligence, or willful misconduct of the Owner or the Indemnified Party, or to relieve the Owner or the Indemnified Party of liability for such active negligence, sole negligence, or willful misconduct.

(b) Such indemnities shall not be construed to extend any statutes of limitations otherwise applicable to causes of action for breach of contract held by the Owner against the Design/Builder.

(c) In claims by an employee of the Design/Builder, a Construction General Contractor, Construction Subcontractor, Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under this Section IV.B shall not be limited by a limitation on the amount or type of damages, compensation, or benefits payable by or for the Design/Builder or a subcontractor under workers' compensation, disability benefit, or other employee benefits laws.

4. The Design/Builder hereby acknowledges and agrees that it is the Design/Builder's obligation to cause the Project to be designed and to construct the Project in accordance with the Contract Documents and that the Indemnified Parties are fully entitled to rely on the Design/Builder's performance of such obligation. The Design/Builder further agrees that any review and approval by the Owner and other Indemnified Parties shall not relieve the Design/Builder of any of its obligations under the Contract Documents or in any way diminish its liability for performance of such obligations or its obligations to provide indemnities hereunder.

C. No Effect on Other Rights. The obligations described in this Section IV shall not be construed to limit rights and obligations provided by the Contract Documents, by law, or by equity which would otherwise exist in favor of a party indemnified hereunder.

V. DRAWINGS AND SPECIFICATIONS

A. Intent

1. Drawings and Specifications are intended to describe a functionally complete and operable Project (and all parts thereof) to be constructed in accordance with the requirements of Contract Documents. Design/Builder shall perform any work, provide services and furnish any materials or equipment that may reasonably be inferred from the requirements of Contract Documents or from prevailing custom or trade usage as being required to produce this intended result. Design/Builder shall interpret words or phrases used to describe work (including services), materials or equipment that have well-known technical or construction industry or trade meaning in accordance with that meaning. Drawings' intent specifically includes the intent to depict construction that complies with all applicable laws, codes and standards, including without limitation Title 24 and other portions of the California Building Standards Code.

2. As part of the "Work," Design/Builder shall provide all labor, materials, equipment, machinery, tools, facilities, services, employee training and testing, hoisting facilities, shop drawings, storage, testing, security, transportation, disposal, the securing of all necessary or required field

dimensions, the cutting or patching of existing materials, notices, permits, documents, reports, agreements and any other items required or necessary to timely and fully complete Work described and the results intended by Contract Documents and, in particular, Drawings and Specifications. Divisions and Specification Sections and the identification on any Drawings shall not control Design/Builder in dividing Work among Construction General Contractor, Construction Subcontractors, and Subcontractors or suppliers or delineating the Work to be performed by any specific trade.

3. Design/Builder shall perform reasonably implied parts of Work as "incidental work" although absent from Drawings and Specifications. Incidental work includes any work not shown on Drawings or described in Specifications that is necessary or normally or customarily required as a part of the Work shown on Drawings or described in Specifications. Incidental work includes any Work necessary or required to make each installation satisfactory, legally operable, functional, and consistent with the intent of Drawings and Specifications or the requirements of Contract Documents including required tasks to be performed under Division 01 of Specifications. Design/Builder shall perform incidental work without extra cost to Owner. Incidental work shall be treated as if fully described in Specifications and shown on Drawings, and the expense of incidental work shall be included in Contract Sum.

B. Drawing Details

1. Project Criteria were prepared by Owner to establish the design intent and the minimum requirements for the quality and type of materials to be used in the project. Project Criteria and any addenda will be used to confirm that Design/Builder prepared Design Development and Construction Documents are in conformance with the design intent and the minimum requirements for the quality and type of materials to be used in the Project. Design/Builder prepared Construction Documents are the Drawings and Specifications for construction.

2. Section 01 11 50 (Summary of Work – Design and Pre-Construction Services) provides for a change modification to identify the permitted Construction Documents (Drawings, Specifications and Schedules) for construction. Such Drawings and Specifications establish criteria the final construction must meet that, along with the warranty and other requirements in the Contract Documents (including Project Criteria) that shall have higher precedence in case of inconsistency, shall constitute the minimum design, material, quality, workmanship and other standards required under the Contract Documents.

3. Design/Builder shall be fully responsible for any design errors, including without limitation errors, inconsistencies and omissions in the

Design/Builder-prepared Construction Documents, and shall report any such matter to Owner promptly following discovery. Design/Builder has full "turnkey" responsibility to deliver the fully functional, operational Project described in Document 00 01 16 (Project Criteria), Section 01 11 53 (Summary of Work) and as referenced in the Contract Documents.

C. Interpretation of Project Criteria. Should any discrepancy appear or any misunderstanding arise as to the import of anything contained in Project Criteria, or should Design/Builder have any questions or requests relating to Project Criteria, Design/Builder shall refer the matter to Owner, in writing. Owner will issue with reasonable promptness written responses, clarifications or interpretations as Owner may determine necessary, which shall be consistent with the intent of and be reasonably inferable from Contract Documents. Such written clarifications or interpretations shall be binding upon Design/Builder. If Design/Builder believes that a written response, clarification or interpretation justifies an adjustment in the Contract Sum or Contract Time, Design/Builder shall give Owner prompt written notice as provided in Section 01 26 00 (Contract Modification Procedures). If the parties are unable to agree to the amount or extent of the adjustment, if any, then Design/Builder shall perform the Work in conformance with Owner's response, clarification, or interpretation and may make a written claim for the adjustment as provided in Article XII of this Document 00 72 53.

D. Checking of Drawings. Before undertaking each part of Work, Design/Builder shall carefully study and compare Contract Documents and check and verify pertinent figures shown in the Contract Documents and all applicable field measurements. Design/Builder shall be responsible for any errors. Figures shown on Drawings shall be followed; Design/Builder shall not scale measurements. Design/Builder shall promptly report to Owner, in writing, any conflict, error, ambiguity or discrepancy that Design/Builder may discover in any document for which Owner is responsible under the Contract Documents. Design/Builder shall obtain a written interpretation or clarification from Owner before proceeding with any Work affected thereby. Design/Builder shall provide Owner with a follow-up correspondence every ten days until it receives a satisfactory interpretation or clarification.

E. Standards to Apply Where Specifications Are Not Furnished. Wherever in the Contract Documents (including without limitation Project Criteria), or in any orders given by Owner, it is provided that Design/Builder shall furnish materials or manufactured articles or shall do work for which no detailed or performance specifications are set forth, and Document 00 01 16 (Project Criteria) does not otherwise establish the applicable standard, the following general specifications shall apply.

1. Design and construction shall meet the standards required to provide Owner with a first class, fully functional Project, designed and constructed in a manner consistent with the standards, equipment, materials and

design, found in comparable, first class, fully functional, contemporary facilities.

2. Materials or manufactured articles shall be of the grade, in quality and workmanship, consistent with the requirements of this Contract and obtainable in the market from firms of established good reputation, or, if not ordinarily carried in stock, shall conform to the usual standards for first-class materials or articles of the kind required, with due consideration of the use to which they are to be put. Work for which no detailed specifications are set forth herein shall conform to the requirements of paragraph V.E.1 above. All such Work shall be consistent with the Contract Documents.

F. Deviation from Specifications and Drawings

1. Per Title 24, Design/Builder shall perform Work in accordance with Drawings and Specifications, and Design/Builder shall not be relieved of this responsibility by the activities of any Authorities Having Jurisdiction in the performance of their duties thereunder. Deviations from Drawings and from the dimensions therein given, or from the Specifications, whether or not error is believed to exist, shall be made only when approved in writing by Owner, and the Authorities Having Jurisdiction as required. Design/Builder acknowledges the authority of Authorities Having Jurisdiction to order removal of non-conforming construction. Design/Builder may deviate from Drawings or the dimensions given in the Drawings, and may deviate from the Specifications, only upon Owner's advance written approval of the proposed deviation, either by Contract Modification, Change Directive or Instruction Bulletin.

2. Contract Modifications changing the approved Drawings and Technical Specifications are subject to approval by the Authorities Having Jurisdiction, and approval by Owner as provided in Article XIV of this Document 00 72 53 and Section 01 26 00 (Contract Modification Procedures). Instruction Bulletins changing the approved drawings and technical specifications may also be used to prevent undue delay.

3. Design/Builder's prior construction experience was a material factor in selection as Design/Builder for this Project. Design/Builder, also, acknowledges that changes are a normal feature of construction projects. Design/Builder shall rely on its experience and proactively cooperate, coordinate and schedule RFIs and (as necessary) Change Requests, submittals, field questions, inspections, and document assembly, to facilitate the prompt and efficient use of the Contract Modification and Change Directive procedure as necessary to prevent delay in actual field construction.

4. Owner may order that locations, lines and grades for Work vary from those shown on Drawings. Changes may be made in locations, lines or grades for Work under any item of Contract Documents. No payment in addition to unit price fixed in the Contract Documents for Work under respective items will be allowed on account of variations from Drawings in unit price items. In lump sum contracts, or where there are no unit price items covering Work affected by variations of locations, lines or grades, all changes in the Contract Documents will be made as set forth in Article XIV of this Document 00 72 53.

G. Ownership and Use of Drawings, Specifications and Contract Documents. Drawings, Specifications and other Contract Documents were prepared for use for Work of Contract Documents only. No part of Contract Documents shall be used for any other construction or for any other purpose except with the written consent of Owner. Any unauthorized use of Contract Documents is prohibited and at the sole liability of the user.

H. Ownership of Results/Works for Hire

1. The architectural and/or engineering analysis, drawings, specifications, notes and other documentation for the Project, including without limitation Project Criteria, Design Development Documents and Construction Documents, that are prepared pursuant to the Contract Documents are and shall remain the property of Owner, with unlimited rights, and Owner may use them for any purpose without any restriction. Such rights include, without limitation: use in future additions, alterations, connections and repairs to the Project; for information and reference; for use or occupancy of the Project; and in any other Owner or affiliated entity Work. Design/Builder hereby does and shall cause all Construction General Contractor, Construction Subcontractors, and Subcontractors and others who prepared such design and other documents for the Project to transfer, convey, and assign to Owner all rights throughout the world in the nature of copyright and trademark in and to all versions of such design documents, including but not limited to the Contract Documents, but only to the extent such materials apply to Owner and/or to the Project. Owner shall have the right to distribute, copy or to cause the distribution and copying of such drawings and specifications to third parties as may reasonably be necessary in connection with the Project or other permitted use. Design/Builder shall not, however, have responsibility for unauthorized use or reuse of such designs, or for changes to such designs, or for use of such design outside of their intended use as the designs for the Project.

2. Any and all artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any original works of authorship created by Design/Builder, the Construction General Contractor, Construction Subcontractors, and

Subcontractors, or designers in connection with services performed under this Contract shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of Owner. In the event that it is ever determined that any works created by Design/Builder, Construction General Contractor, Construction Subcontractors, and Subcontractors, or designers under this Contract are not works for hire under U.S. law, Design/Builder hereby assigns all copyrights to such works to Owner. With the prior written approval of Owner, Design/Builder may retain and use copies of such works for reference and as documentation of its experience and capabilities.

VI. CONSTRUCTION BY OWNER OR BY SEPARATE DESIGN/BUILDERS

A. Owner's Right to Perform Construction and to Award Separate Contracts

1. Owner may perform with its own forces, construction or operations related to the Project. Owner may also award separate contracts in connection with other portions of the Project or other construction or operations, on the Site or areas contiguous to the Site, under conditions similar to these Contract Documents, or may have utility owners perform other work. When separate contracts are awarded for different portions of the Project or other construction or operations on the Site, the term "Design/Builder" in these Contract Documents shall mean the Design/Builder herein.

2. Currently anticipated separate construction contracts (if any) are described in Section 01 11 53 (Summary of Work).

B. Mutual Responsibility

1. Design/Builder shall afford all other contractors, utility owners and Owner (if Owner is performing work with its own forces), proper and safe access to the Site, and reasonable opportunity for the installation and storage of their materials. Design/Builder shall ensure that the execution of its Work properly connects and coordinates with others' work and shall cooperate with them to facilitate the progress of the Work.

2. Design/Builder shall coordinate its Work with the work of other separate contractors, Owner, and utility owners. Design/Builder shall hold coordination meetings with other contractors, Owner and its representatives, and utility owners as required by Section 01 31 19 (Project Meetings).

3. Unless otherwise provided in the Contract Documents, Design/Builder shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Design/Builder shall not endanger any work of other separate contractors, Owner or utility owners by cutting, excavating or otherwise

altering their work and will only cut or alter their work with the written consent of Owner and the others whose work will be affected.

4. To the extent that any part of Design/Builder's Work is to interface with work performed or installed by other contractors or utility owners, Design/Builder shall inspect and measure the in-place work. Design/Builder shall promptly report to Owner in writing any defect in in-place work that will impede or increase the cost of Design/Builder's interface unless corrected. Owner will hold the Design/Builder responsible for the Defective Work to make corrections so as to conform to its contract requirement, or, if the defect is the result of a Owner error or omission in the Contract Documents, issue a Contract Modification. If Design/Builder fails to measure, inspect and/or report to Owner in writing defects that are reasonably discoverable, Design/Builder shall bear all costs of accomplishing the interface acceptable to Owner. This provision shall be included in any and all other contracts or subcontracts for Work to be performed where such a conflict could exist.

C. Owner Authority Over Coordination

1. Owner will have authority over coordination of the activities of multiple contractors in cases where Owner performs work with its own forces or contracts with others for the performance of other work on the Project, or utility work on the Site. Owner may at any time and in its sole discretion, designate a person or entity other than Owner to have authority over the coordination of the activities among the various contractors. Owner's authority with respect to coordination of the activities of multiple contractors and utility owners shall not relieve Design/Builder of its obligation to other Design/Builders and utility owners to coordinate its Work with other Design/Builders and utility owners as specified in this Document 00 72 53. Design/Builder shall promptly notify Owner in writing when another contractor on the Project fails to coordinate its work with the Work of Contract Documents.

2. Design/Builder shall suspend any part of the Work or carry on the same in such manner as directed by Owner when such suspension or prosecution is necessary to facilitate the work of other contractor or workers.

VII. PAYMENT BY OWNER

A. Scope of Contract Sum. The Contract Sum is all inclusive and includes all Work; all federal, state, and local taxes on materials and equipment, and labor furnished by Design/Builder, Construction General Contractor, Construction Subcontractors, and Subcontractors, sub-consultants, architects, engineers, and vendors or otherwise arising out of Design/Builder's performance of the Work, including any increases in any such taxes during the term of this Agreement; and any duties, fees, and royalties imposed with respect to any materials and

equipment, labor or services. Owner will not pay for any escalation in labor, equipment, or material rates that may occur over the duration of the Project.

B. The taxes covered hereby include (but are not limited to) occupational, sales, use, excise, unemployment, FICA, and income taxes, customs, duties, and any and all other taxes on any item or service that is part of the Work, whether such taxes are normally included in the price of such item or service or are normally stated separately. Notwithstanding the foregoing, each party shall bear such state or local inventory, real property or personal property taxes as may be properly assessed against it by applicable taxing authorities.

C. Receipt and Processing of Applications for Payment. As required by Section 01 20 53 (Measurement and Payment), Design/Builder shall prepare the schedules, submit Applications for Payment and warrant title to all Work covered by each Application for Payment. Owner will review Design/Builder's Applications for Payment and Owner will and make payment thereon, and Design/Builder shall make payments to Construction General Contractor, Construction Subcontractors, and Subcontractors, suppliers and others, as required by Section 01 20 53, the Public Contract Code, and the Business & Professions Code.

VIII. CONTROL OF THE WORK

A. Design/Builder is fully responsible for Design/Builder's own acts and omissions. Design/Builder is responsible for all acts and omissions of Construction General Contractor, Construction Subcontractors, and Subcontractors, suppliers, and other persons and organizations performing or furnishing any of the Work, labor, materials, or equipment under a direct or indirect contract with Design/Builder.

B. Supervision of Work By Design/Builder.

1. Design/Builder shall coordinate the Work and not delegate any responsibility for coordination to any Construction General Contractor, Construction Subcontractors, or Subcontractors. Design/Builder shall anticipate the inter-relationship of all Construction General Contractor, Construction Subcontractors, and Subcontractors, and their relationship with the total Work. Design/Builder shall coordinate the work of Construction General Contractor, Construction Subcontractors, Subcontractors, and material suppliers, so that their work is performed in a manner to minimize interference with and to facilitate the progress of the Work.

2. Design/Builder shall supervise, inspect, and direct Work competently and efficiently, devoting the attention and applying such personal skills and expertise as may be required and necessary to perform Work in accordance with Contract Documents. Design/Builder shall be solely responsible for and have control and charge of construction means, methods, techniques, sequences and procedures, safety precautions and

programs in connection with the Work. Design/Builder shall be responsible to see that the completed Work complies accurately with Contract Documents.

3. Design/Builder shall designate and keep on the Site at all times during Work progress a competent resident Superintendent or Project Manager, who once designated, shall not be replaced without Owner's express written consent. The Superintendent or Project Manager shall be Design/Builder's representative at the Site and shall have complete authority to act on behalf of Design/Builder. All communications to and from the Superintendent or Project Manager shall be as binding as if given to or by Design/Builder. The Superintendent or Project Manager shall conduct him or herself professionally, and refrain from the use of vulgar or inappropriate language, verbal threats, intimidation, or hostility in the discharge of his or her duties.

C. Inspection of Work by Authorities Having Jurisdiction

1. During construction, reconstruction, repair, alteration of or addition to the Project, AHJs shall make such inspection and make judgments necessary for enforcement of all applicable codes and standards, including but not limited to, Title 24.

2. **IF AT ANY TIME AS THE WORK PROGRESSES, PRIOR TO THE ISSUANCE OF THE FINAL APPROVAL, IT SHALL BE FOUND THAT MODIFICATIONS OR CHANGES ARE NECESSARY TO SECURE SAFETY, OWNER AND/OR THE AHJS MAY ISSUE ORDERS FOR SUCH MODIFICATIONS OR CHANGES**.

3. Design/Builder shall coordinate and schedule its work to accommodate all such inspections, provide safe access to all elements of the work that require testing and inspection by any AHJs, inspectors, design professionals, and Owner. Design/Builder is charged with knowledge of the inspections necessary, and their frequency, and shall take all steps to establish, manage, schedule and coordinate the required inspection program. Design/Builder shall also have a Quality Control-level representative accompany the AHJs' staff during their scheduled inspections of construction.

D. Observation of Work By Owner

1. Owner Representative(s). Owner Representative(s) will have authority to act on behalf of Owner as set forth in the Contract Documents. Except as otherwise provided in these Contract Documents or subsequently identified in writing by Owner, Owner will issue all communications to Design/Builder through Owner Representative, and Design/Builder shall

issue all communications to Owner through Owner Representative in a written document delivered to Owner. Should any direct communications between Design/Builder and Owner's consultants occur during field visits or by telephone, Design/Builder shall immediately confirm them in a written document copied to Owner. No oral direction by Owner or any of its agents, employees, or representatives shall be binding on Owner, under any circumstances.

2. Means and Methods of Construction. Subject to those rights specifically reserved in the Contract Documents, Owner will not supervise, or direct, or have control over, or be responsible for, Design/Builder's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or Design/Builder's failure to comply with laws and regulations applicable to the furnishing or performance of Work. Owner will not be responsible for Design/Builder's failure to perform or furnish the Work in accordance with Contract Documents.

3. In exercising its responsibilities and authorities under the Contract Documents, Owner does not assume any duties or responsibilities to Design/Builder, Construction General Contractor, Construction Subcontractors, and Subcontractors, or supplier and does not assume any duty of care to Design/Builder, Design/Builder's Construction General Contractor, Construction Subcontractors, Subcontractors, or suppliers. Except as expressly set forth in the Contract Documents, in exercising their respective responsibilities and authorities under the Contract Documents, no Owner Representative assumes any duties or responsibilities to any Construction General Contractor, Construction Subcontractors, and Subcontractors, sub-Subcontractor or supplier nor assume any duty of care to Design/Builder, Construction General Contractor, Construction Subcontractors, and Subcontractors, or any Subcontractor, sub-Subcontractor or suppliers.

4. Work shall be performed under Owner's general observation and administration. Design/Builder shall comply with Owner's directions and instructions in accordance with the terms of Contract Documents, but nothing contained in these General Conditions shall be taken to relieve Design/Builder of any obligations or liabilities under the Contract Documents. Owner's failure to review or, upon review, failure to object to any aspect of Work reviewed, shall not be deemed a waiver or approval of any non-conforming aspect of Work.

5. Owner may engage an independent consultant or architect (collectively for purposes of this paragraph, "Consultant") to assist in administering the Work. If so engaged, Consultant will advise and consult with Owner, but will have authority to act on behalf of Owner only to extent provided in the Contract Documents or as set forth in writing by Owner. Consultant

will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with Work. Consultant will not be responsible for or have control over the acts or omissions of Design/Builder, Construction General Contractor, Construction Subcontractors, and Subcontractors, or their agents or employees, or any other persons performing Work.

6. Consultant may review Design/Builder's submittals, such as Shop Drawings, Product Data, Samples and Construction Documents, but only for conformance with design concept of Work and with information given in the Contract Documents.

7. Consultant may visit the Site at intervals appropriate to stage of construction to become familiar generally with the progress and quality of Work and to determine in general if Work is proceeding in accordance with Contract Documents. Based on its observations, Consultant may recommend to Owner that it disapprove or reject Work that Consultant believes to be defective or will not produce a complete Project that conforms to Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by Contract Documents. Owner will also have authority to require special inspection or testing of Work, whether or not the Work is fabricated, installed or completed.

8. Consultant may conduct inspections to recommend to Owner the dates that Design/Builder has achieved Substantial Completion and Final Acceptance, and will receive and forward to Owner for review written warranties and related documents required by Contract Documents.

E. Access to Work

1. During performance of Work, Owner and its agents, officers, consultants, and employees may at any time enter upon Work, shops or facilities where any part of the Work may be in preparation, or factories where any materials for use in Work are being or are to be manufactured, and Design/Builder shall provide proper and safe facilities for this purpose, and shall make arrangements with manufacturers to facilitate inspection of their processes and products to such extent as Owner's interests may require. Other Design/Builders performing work for Owner may also enter upon Work for all purposes required by their respective contracts. Subject to the rights reserved in the Contract Documents, Design/Builder shall have sole care, custody, and control of the Project Site and its Work areas.

2. Owner may, at any time, and from time to time, during the performance of the Work, enter the Work Site for the for the purpose of installing any

necessary work by Owner labor or other contracts, and for any other purpose in connection with the installation of facilities. In doing so, Owner shall endeavor not to interfere with Design/Builder and Design/Builder shall not interfere with other work being done by or on behalf of Owner.

3. If, prior to Substantial Completion of all the Work, Owner takes possession of any structure or facility (whether completed or otherwise) comprising a portion of the Work with the intent to retain possession thereof (as distinguished from temporary possession contemplating return to Design/Builder), then, while Owner is in possession of the same, Design/Builder shall be relieved of liability for loss or damage to such structure other than that resulting from Design/Builder's fault or negligence. Such taking of possession by Owner shall not relieve Design/Builder from any provisions of the Contract respecting such structure, other than to the extent specified in the preceding sentence, nor constitute a final acceptance of such structure or facility.

4. If, following installation of any equipment or facilities furnished by Design/Builder, defects requiring correction by Design/Builder are found, Owner shall have the right to operate such unsatisfactory equipment or facilities and make reasonable use thereof until the equipment or facilities can be shut down for correction of defects without injury to Owner.

IX. DESIGN/BUILDER'S WARRANTY, GUARANTY, AND INSPECTION OF WORK

A. Warranty and Guaranty

1. General Representations and Warranties. Design/Builder represents and warrants that it is and will be at all times fully qualified and capable of performing the Work. Design/Builder warrants that all design and construction services shall be performed in accordance with generally accepted professional standards of a professional with expertise in California public facility construction, good and sound construction practices, and all requirements of Contract Documents. Design/Builder warrants that Work, including but not limited to each item of materials and equipment incorporated therein, shall be new, of suitable grade of its respective kind for its intended use, and free from defects in design, architecture and/or engineering, materials, construction and workmanship. Design/Builder warrants that Work shall conform in all respects with all applicable requirements of federal, state and local laws, applicable construction codes and standards, licenses, and permits, Drawings and Specifications and all descriptions set forth therein, and all other requirements of Contract Documents.

2. Design/Builder has read and is familiar with Title 24 and shall schedule, coordinate, manage, and execute the Work in recognition and (where applicable) compliance with these provisions.

3. Extended Guaranties. Any guaranty exceeding two years provided by a supplier or manufacturer of any equipment, materials or systems used in the Project, shall be assigned to Owner.

4. Environmental and Toxics Warranty. The covenants, warranties and representations contained in this paragraph are effective continuously during Design/Builder's Work on the Project and following cessation of labor for any reason including, but not limited to, Project completion. Design/Builder covenants, warrants and represents to Owner that:

   (a) To Design/Builder's knowledge, no lead or asbestos-containing materials were installed or discovered in the Project at any time during Design/Builder's construction thereof. If any lead or asbestos-containing materials were discovered, Design/Builder made immediate written disclosure to Owner.

   (b) To Design/Builder's knowledge, no electrical transformers, light fixtures with ballasts or other equipment containing PCBs are or were located on the Project at any time during Design/Builder's construction thereof.

   (c) To Design/Builder's knowledge, no storage tanks for gasoline or any other toxic substance are or were located on the Project at any time during Design/Builder's construction thereof. If any such materials were discovered, Design/Builder made immediate written disclosure to Owner.

   (d) Design/Builder's operations concerning the Project are and were not in violation of any applicable environmental federal, state, or local statute, law or regulation dealing with hazardous materials substances or toxic substances and no notice from any governmental body has been served upon Design/Builder claiming any violation of any such law, ordinance, code or regulation, or requiring or calling attention to the need for any work, repairs, construction, alteration, or installation on or in connection with the Project in order to comply with any such laws, ordinances, codes, or regulations, with which Design/Builder has not complied. If there are any such notices with which Design/Builder has complied, Design/Builder shall provide Owner with copies thereof.

B. Inspection of Work

1. Design/Builder acknowledges inspection requirements of Authorities Having Jurisdiction, the frequency, protocols and practices, applicable to this Project, and shall schedule, coordinate, plan and execute the Work consistent with all such practices.

2. All materials, equipment, and workmanship used in Work shall be subject to inspection and testing at all times during construction and/or manufacture in accordance with the terms of Contract Documents. Work and materials, and manufacture and preparation of materials, from beginning of construction until final completion and acceptance of Work, shall be subject to inspection and rejection by Owner, its agents, representatives, or independent Design/Builders retained by Owner to perform inspection services, or governmental agencies with jurisdictional interests. Design/Builder shall provide them proper and safe conditions for such access and advise them of Design/Builder's Site safety procedures and program so that they may comply therewith as applicable. Upon request or where specified, Owner shall be afforded access for inspection at the source of supply, manufacture or assembly of any item of material or equipment, with reasonable accommodations supplied for making such inspections.

3. Design/Builder shall give Owner and all inspection personnel (including special inspectors or others) timely notice of readiness of Work for all required inspections, tests or approvals, shall schedule and coordinate the same, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests. Design/Builder shall also coordinate, schedule and give adequate notice to the appropriate inspection personnel of any Work that can only be inspected as it is placed or assembled (for example, concrete or masonry work), to enable the constant presence of such inspection personnel during such Work.

4. In the event that a scheduled inspection is canceled in less than 24 hours' notice by Design/Builder and Owner incurs costs associated with the cancellation, Design/Builder will reimburse Owner for the actual costs of the canceled inspections. The amount will be deducted from payment owed Design/Builder.

5. If applicable laws or regulations of any Authorities Having Jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, Design/Builder shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, and furnish Owner with the required certificates of inspection, or approval. Owner will pay the cost of initial testing and Design/Builder shall pay all costs in connection with any follow-up or additional testing. Except for special inspections required by law for Owner to perform, Design/Builder shall also be responsible for arranging and obtaining and shall pay all costs in connection with any

inspections, tests or approvals required for the acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to Design/Builder's purchase thereof for incorporation in the Work.

6. If Design/Builder covers any Work, or the work of others, prior to any required inspection, test or approval without written approval of Owner, Design/Builder shall uncover the Work at Owner's request. Design/Builder shall bear the expense of uncovering Work and replacing Work. Design/Builder shall be solely responsible for testing and inspecting such Work already performed to determine whether such Work is in proper condition to receive later Work.

7. In any case where Design/Builder covers Work contrary to Owner's request, Design/Builder shall uncover Work for Owner's observation or inspection at Owner's request. Design/Builder shall bear the cost of uncovering Work and replacing Work.

8. Whenever required by Owner, Design/Builder shall furnish tools, labor and materials necessary to make examination of Work that may be completed or in progress, even to extent of uncovering or taking down portions of finished Work. Should Work be found unsatisfactory, cost of making examination and of reconstruction shall be borne by Design/Builder. If Work is found to be satisfactory, Owner, in manner herein prescribed for paying for alterations, modifications, and extra Work, except as otherwise herein specified, will pay for such examination and cost of reconstruction. In no event shall Owner reimburse Design/Builder for the cost of uncovering work that was covered prior to inspection by any Authority Having Jurisdiction over the Project.

9. Inspection of the Work by or on behalf of Owner, or Owner's failure to do so, shall not under any circumstances be deemed a waiver or approval of any non-conforming aspect of the Work; rather, any inspection, evaluation, or test performed by or on behalf of Owner relating to the Work is solely for the benefit of Owner, and shall not be relied upon by Design/Builder for any other purpose. Design/Builder shall not be relieved of the obligation to perform Work in accordance with the Contract Documents, nor relieved of any guaranty, warranty, or other obligation, as a result of any inspections, evaluations, or tests performed by Owner, whether or not such inspections, evaluations, or tests are permitted or required under the Contract Documents. Rather, in the absence of a written Change Directive or Contract Modification signed by Owner, Design/Builder's duty to perform Work in conformance with the Contract Documents shall be absolute.

C. Correction of Defective Work

1. If Design/Builder fails to supply sufficient skilled workers, suitable materials or equipment, or to furnish or perform the Work in such a way that the completed Work will conform to Contract Documents, Owner may order Design/Builder to replace any Defective Work, or stop any portion of Work to permit Owner (at Design/Builder's expense) to replace such Defective Work. These Owner rights are entirely discretionary on the part of Owner, and shall not give rise to any duty on the part of Owner to exercise the rights for the benefit of Design/Builder or any other party.

2. Owner may direct Design/Builder to correct any Defective Work or remove it from the Site and replace it with Work that is not defective and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting from the correction or removal. Design/Builder shall be responsible for any and all claims, costs, losses and damages caused by or resulting from such correction or removal. A Contract Modification will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, Owner may decide the proper amount or, in its discretion may elect to leave the Contract Sum unchanged and deduct from moneys due Design/Builder, all such claims, costs, losses and damages caused by or resulting from the correction or removal. If Design/Builder disagrees with Owner's calculations, it may make a claim as provided in Article XII of this Document 00 72 53. (Owner exercise of its rights under this Article IX shall be entirely discretionary and, like all other Owner rights and remedies under the Contract, in addition to any other rights and remedies it may have under the Contract Documents or by law.)

3. Correction period:

   (a) With respect to equipment and machinery supplied by Design/Builder and incorporated into the Work, if within one year after the date of Final Completion of the portion of the Work incorporating the equipment and/or machinery (or, to the extent expressed by Contract Modification or Certificate of Substantial Completion, one year after Owner's written acceptance of such equipment), or such longer period as may be prescribed by laws or regulations, or by the terms of the Contract Documents, any equipment or machinery is found to be defective, Design/Builder shall promptly, without cost to Owner and in accordance with Owner's written instructions, correct such Defective Work.

   (b) With respect to structures within the scope of Work, if within one year after the date of Final Completion, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be defective,

Design/Builder shall promptly, without cost to Owner and in accordance with Owner's written instructions, correct such Defective Work.

(c) Design/Builder shall remove any Defective Work rejected by Owner and replace it with Work that is not defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Design/Builder fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the Defective Work corrected or the rejected Work removed and replaced.

(d) Design/Builder shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Design/Builder fails to correct Defective Work after notice under the Contract Documents, or defects are discovered outside the correction period, Owner shall have all rights and remedies granted by law.

4. In special circumstances where a part of the Work is occupied or a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that part of Work or that item may start to run from an earlier date if so provided by Contract Modification or Certificate of Substantial Completion.

5. If following installation of any equipment, machinery, or facilities furnished by Design/Builder, defects requiring correction by Design/Builder are found, Owner shall have the right to operate such defective equipment or facilities and make reasonable use thereof until the equipment, machinery, or facilities can be shut down for correction of defects without causing injury to Owner.

D. Acceptance and Correction of Defective Work By Owner

1. Owner may accept Defective Work. Design/Builder shall pay all claims, costs, losses and damages attributable to Owner's evaluation of and determination to accept such Defective Work. If Owner accepts any Defective Work prior to final payment, a Contract Modification will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, Owner may deduct from moneys due Design/Builder, all claims, costs, losses, damages, expenses and liabilities attributable to the Defective Work. If Design/Builder disagrees with Owner's calculations, Design/Builder may make a claim as provided in Article XII of this Document 00 72 53. If Owner accepts any Defective Work after final

payment, Design/Builder shall pay to Owner, an appropriate amount as determined by Owner.

2. Owner may correct and remedy deficiency if, after five Days' written notice to Design/Builder, Design/Builder fails to correct Defective Work or to remove and replace rejected Work in accordance with Article IX of this Document 00 72 53; or provide a plan for correction of Defective Work acceptable to Owner; or perform Work in accordance with Contract Documents. In connection with such corrective and remedial action, and to the extent necessary therefore, Owner may exclude Design/Builder from all or part of the Site; take possession of all or part of Work and suspend Design/Builder's Work related thereto; take possession of all or part of Design/Builder's tools, appliances, construction equipment and machinery at the Site; and incorporate in Work any materials and equipment stored at the Site or for which Owner has paid Design/Builder but which are stored elsewhere. Design/Builder shall allow Owner, its representatives, agents, employees, and other Design/Builders and Owner's consultants access to the Site to enable Owner to exercise the rights and remedies under this Article IX. Design/Builder shall be responsible for all claims, costs, losses, damages, expenses and liabilities incurred or sustained by Owner in exercising such rights and remedies. A Contract Modification will be issued incorporating the necessary revisions in the Contract Documents with respect to Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, Owner may deduct from moneys due Design/Builder, all claims, costs, losses and damages caused by or resulting from the correction or removal. If Design/Builder disagrees with Owner's calculations, Design/Builder may make a claim as provided in Article XII of this Document 00 72 53.

3. Owner's decisions to accept Defective Work or correct Defective Work are subject to approval of the Authorities Having Jurisdiction, and all other requirements of Title 24.

E. Rights Upon Inspection or Correction

1. Design/Builder shall not be allowed an extension of Contract Time because of any delay in the performance of Work attributable to the exercise by Owner of its rights and remedies under this Article IX. Where Owner exercises its rights under this Article IX, it retains all other rights it has by law or under the Contract Documents including, but not limited to, the right to terminate Design/Builder's right to proceed with the Work under the Contract Documents and/or make a claim or back charge where a Contract Modification cannot be agreed upon.

2. Inspection by Owner shall not relieve Design/Builder of its obligation to have furnished material and workmanship in accordance with Contract Documents. Payment for Work completed through periodic progress

payments or otherwise shall not operate to waive Owner's right to require full compliance with Contract Documents and shall in no way be deemed as acceptance of the Work paid therefor. Design/Builder's obligation to complete the Work in accordance with Contract Documents shall be absolute, unless Owner agrees otherwise in writing.

F. Samples and Tests of Materials and Work

1. Design/Builder shall furnish, in such quantities and sizes as may be required for proper examination and tests, samples or test specimens of all materials to be used or offered for use in connection with Work. Design/Builder shall prepare samples or test specimens at its expense and furnish them to Owner. Design/Builder shall submit all samples in ample time to enable Owner to make any necessary tests, examinations, or analyses before the time it is desired to incorporate the material into the Work.

2. Test samples or specimens of material for testing shall be taken by Owner or representative of the testing agency.

G. Proof of Compliance of Contract Provisions. In order that Owner may determine whether Design/Builder has complied or is complying with requirements of Contract Documents not readily enforceable through inspection and tests of Work and materials, Design/Builder shall at any time, when requested, submit to Owner properly authenticated documents or other satisfactory proofs of compliance with all applicable requirements. Design/Builder shall also provide verified compliance reports in the form and the frequency required under Title 24, or as requested by Owner in its interpretation or compliance therewith.

H. Acceptance. Inspection by Owner or its authorized agents or representatives, any order or certificate for the payment of money, any payment, acceptance of the whole or any part of Work by Owner, any extension of time, any verbal statements on behalf of Owner or its authorized agents or representatives shall not operate as a waiver or modification of any provision of the Contract Documents, or of any power reserved to Owner herein or therein or any right to damages provided in the Contract Documents. Any waiver of any breach of the Contract Documents shall not be held to be a waiver of any other subsequent breach.

X. DESIGN/BUILDER'S ORGANIZATION AND EQUIPMENT

A. Design/Builder's Legal Address. The address and facsimile number given in Document 00 52 53 are hereby designated as Design/Builder's legal address and facsimile number. Design/Builder may change its legal address and facsimile number by notice in writing, delivered to Owner, which advises Owner of a change in legal address or facsimile number, and which Owner accepts in writing. Delivery to Design/Builder's legal address or depositing in any post office or post office box regularly maintained by the United States Postal Service, in a wrapper

with postage affixed, directed to Design/Builder at legal address, or of any drawings, notice, letter or other communication, shall be deemed legal and sufficient service thereof upon Design/Builder. Facsimile to Design/Builder's designated facsimile number of any letter, memorandum, or other communication on standard or legal sized paper, with proof of facsimile transmission, shall be deemed legal and sufficient service thereof upon Design/Builder.

B. Design/Builder's Office at the Work Site. Design/Builder shall maintain an office at the Site, which office shall be headquarters of a Design/Builder representative authorized to transmit to and receive from Owner, communications, instructions or Drawings. Communications, instructions, or Drawings given to Design/Builder's representative or delivered at the Site office in representative's absence shall be deemed to have been given to Design/Builder.

C. Design/Builder's Superintendents or Forepersons. Design/Builder shall at all times be represented on Site by one or more superintendents, project managers or forepersons authorized and competent to receive and carry out any instructions that Owner may give and shall be liable for faithful observance of instructions delivered to Design/Builder or to authorized representative or representatives on Site.

D. Proficiency In English. Supervisors, security guards, safety personnel and employees who have unescorted access to the Site shall possess proficiency in the English language in order to understand, receive and carry out oral and written communications or instructions relating to their job functions, including safety and security requirements.

E. Design/Builder's, Construction General Contractor's, Construction Subcontractors', or Subcontractors' Employees. Design/Builder shall employ, and shall permit its Construction General Contractor, Construction Subcontractors, and Subcontractors to employ, only competent and skillful personnel to do Work. If Owner notifies Design/Builder that any of its employees, or any of its Construction General Contractor's, Construction Subcontractors', or Subcontractors' employees on Work is incompetent, unfaithful, disorderly or profane, or fails to observe customary standards of conduct or refuses to carry out any provision of the Contract Documents, or uses threatening or abusive language to any person on Work representing Owner, or violates sanitary rules, or is otherwise unsatisfactory, and if Owner requests that such person be discharged from Work, then Design/Builder, Construction General Contractor, Construction Subcontractor, or its Subcontractor shall immediately discharge such person from Work and the discharged person shall not be reemployed on the Work except with consent of Owner.

F. Design/Builder's Use of the Site. Design/Builder shall not make any arrangements with any person to permit occupancy or use of any land, structure or building within the limits of the Work, for any purpose whatsoever, either with or without compensation, in conflict with any agreement between Owner and any

Owner, former Owner or tenant of such land, structure or buildings. Design/Builder may not occupy Owner-owned property outside the limit of the Work as indicated on the Drawings unless it obtains prior written approval from Owner.

XI. PROSECUTION AND PROGRESS OF THE WORK

A. Design/Builder to Submit Required Schedules

1. Design/Builder shall submit schedules and reports, Shop Drawings and Submittals in the appropriate quantity and within the required time, arrange conferences and meetings and proceed with the Work in accordance with Contract Documents, including Sections 01 31 19 (Project Meetings), 01 32 00 (Progress Schedules and Reports), and 01 33 00 (Submittal Procedures).

2. Design/Builder shall submit to Owner for review and discussion at the Preconstruction Conference described in Section 01 31 19 (Project Meetings), and again prior to the first payment application: the Work Breakdown Schedule/Schedule of Values ("WBS/SOV") described in Section 01 20 53 (Measurement and Payment - Design Build), progress schedules and reports as required by Sections 01 32 00 (Progress Schedules and Reports), and schedule of submittals described in Section 01 33 00 (Submittal Procedures). No progress payment shall be due or owing to Design/Builder until such schedules are submitted to and acceptable to Owner as meeting the requirements of the Contract Documents, including Sections 01 20 53 (Measurement and Payment), 01 32 00 (Progress Schedules and Reports) and 01 33 00 (Submittal Procedures). Owner's acceptance of Design/Builder's schedules will not create any duty of care or impose on Owner any responsibility for the sequencing, scheduling or progress of Work nor will it interfere with or relieve Design/Builder from Design/Builder's full responsibility therefore.

3. Before commencing any portion of Work, Design/Builder shall inform Owner in writing as to time and place at which Design/Builder wishes to commence Work, and nature of Work to be done, in order that proper provision for inspection of Work may occur, and to assure measurements necessary for record and payment. Information shall be given to Owner a reasonable time in advance of time at which Design/Builder proposes to begin Work, so that Owner may complete necessary preliminary work without inconvenience or delay to Design/Builder.

B. Design/Builder to Require, Review, Approve and Submit Submittals and Shop Drawings in Addition to Completed Design Drawings.

1. Design/Builder's design team must obtain from Design/Builder's construction team, and then independently review and approve (and so

indicate thereon), all technical submittals, to verify the quality of the Work and its conformance to design intent. Design/Builder's technical submittals consist of Shop Drawings, Manufacturer's Data, Samples and Miscellaneous Submittals.

(a) Shop Drawings include, but are not limited to, custom prepared data such as fabrication, erection and installation drawings, schedule information, setting diagrams, actual shop work manufacturing instructions, custom templates, special wiring diagrams, coordination drawings, individual system or equipment inspection and test reports, concrete design mixes, Design/Builder engineering calculations and specially prepared operating and maintenance instructions, as applicable to the Work.

(b) Manufacturer's Data includes, but is not limited to, standard prepared data for manufactured products such as a manufacturer's production specification and installation instructions, printed statements of compliance and applicability, catalogue cuts, product photographs, product operation and maintenance instruction and spare-parts listings, printed product warranties, as applicable to the Work.

(c) Samples include, but are not limited to, physical samples of the Work such as sections of manufactured or fabricated Work, cuts or containers of materials, complete units for repetitively used products, paint samples, textile swatches, specimens for coordination of visual effect, graphic symbols and units of Work to be used for independent inspection and testing, as applicable to the Work.

(d) Miscellaneous Submittals include, but are not limited to, job-prepared warranties and guaranties, maintenance agreements, project photographs, Design/Builder's survey data, excavating/foundation field reports, tradesmen testing/qualifying/certifying reports, list and delivery schedule for Owner furnished and Design/Builder installed equipment, printed industry standards, record drawings, as-built records, collected and bound operating and maintenance manuals, keys and other security, protection and/or safety devices, maintenance tools and spare parts, as applicable to the Work.

2. Design/Builder shall coordinate all technical submittals from Construction General Contractor, Construction Subcontractors, and Subcontractors, or otherwise, and review them for completeness and compliance with applicable Contract Documents. Design/Builder's design team must independently review and approve (and so indicate thereon), all technical submittals, to their coordination and review.

3. Design/Builder shall submit submittals and Shop Drawings to Owner for review in strict accordance with Section 01 33 00 (Submittal Procedures). Design/Builder's submittal of Shop Drawings shall be in addition to addition to Design/Builder's Design Development and Construction Documents developed pursuant to the Contract Documents. Submission of a Shop Drawing shall constitute Design/Builder's representation that all requirements of Section 01 33 00 (Submittal Procedures) have been complied with. All submittals will be identified as Owner may require and in the number of copies specified in Section 01 33 00 (Submittal Procedures).

4. Design/Builder shall not perform Work that requires submission of a Shop Drawing or Sample or other submittal prior to submission and favorable review of the Shop Drawing or Sample or submittal. Where a Shop Drawing or Sample or other submittal is required by Contract Documents or the final Schedule of Shop Drawing and Sample Submittals accepted by Owner, any related Work performed prior to Owner's approval of the pertinent submittal shall be at the sole expense, responsibility and risk of Design/Builder.

C. Design/Builder to Maintain Progress and Cost Data

1. Design/Builder shall maintain daily job reports recording all significant activity on the job, including the number of workers on Site, Work activities, problems encountered and delays. Design/Builder shall provide Owner with copies for each Day Design/Builder works on the Project, to be delivered to Owner either the same Day or the following morning before starting work at the Site. Design/Builder shall take monthly progress photographs of all areas of the Work. Design/Builder shall maintain copies of all correspondence with the Construction General Contractor, Construction Subcontractors, and Subcontractors, and between all of them, and records of meetings with the Construction General Contractor, Construction Subcontractors, and Subcontractors,.

2. Owner shall have the right to inspect the Site, including Design/Builder's and/or the Construction General Contractor's trailer, or other job Site office, and this requirement shall be contained in the contracts of the Construction General Contractor, Construction Subcontractors, and Subcontractors, working on Site. By way of example, Owner shall have the right to inspect and obtain copies of all Contract Documents, planning and design documents, proposal and negotiation documents, revisions made to the original design, job progress reports, photographs, and as-built drawings maintained by Design/Builder. Owner and any applicable governmental entity shall have the right to inspect all information and documents maintained under this Article XI at any time during the Project and for a period of five years following Final Completion. This right of inspection shall not relieve Design/Builder of its duties and obligations

under the Contract Documents. This right of inspection shall be specifically enforceable in a court of law, either independently or in conjunction with enforcement of any other rights in the Contract Documents. Owner shall have the right to audit and copy Design/Builder's books and records of any type, nature or description relating to any Work that is not subject to payment on a lump sum basis.

3. Design/Builder shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Contract Modifications, Change Directives, Instruction Bulletins, and written interpretations and clarifications in good order and annotated to show all changes made during construction. These Project Record Documents, together with all approved Samples and a counterpart of all approved Shop Drawings, shall be maintained and available to Owner for reference. Upon completion of the Work, Design/Builder shall deliver to Owner, the Project Record Documents, Samples and Shop Drawings and as-built drawings not previously provided to Owner.

4. No modification, change, alteration or waiver of any provision in this paragraph 11.C, whether by Contract Modification, Supplemental Bulletin, Supplemental Condition or otherwise, will be binding on Owner or have any force or effect unless expressly approved by Owner's Governing Body.

D. Design/Builder to Supply Sufficient Workers and Materials

1. Unless otherwise required by Owner under the terms of Contract Documents, Design/Builder shall at all times keep on the Site materials and employ qualified workers sufficient to prosecute Work at a rate and in a sequence and manner necessary to complete Work within the Contract Time. This obligation shall remain in full force and effect notwithstanding disputes or claims of any type.

2. At any time during progress of Work should Design/Builder directly or indirectly (through Construction General Contractor, Construction Subcontractors, and Subcontractors) refuse, neglect, or be unable to supply sufficient materials or employ qualified workers to prosecute the Work as required, then Owner may require Design/Builder to accelerate the Work and/or furnish additional qualified workers or materials as Owner may consider necessary, at no cost to Owner.

   (a) If Design/Builder does not comply with the notice within three Business Days of date of service thereof, Owner shall have the right (but not a duty) to provide materials and qualified workers to finish the affected portion of Work, as Owner may elect.

(b) Owner may, at its discretion, exclude Design/Builder from the affected portion(s) of the Site or separate work elements during the time period that Owner exercises this right.

(c) Owner will deduct from moneys due or which may thereafter become due under the Contract Documents, the sums necessary to meet expenses thereby incurred and paid to persons supplying materials and doing Work.

(d) Owner will deduct from funds or appropriations set aside for purposes of Contract Documents the amount of such payments and charge them to Design/Builder as if paid to Design/Builder. Design/Builder shall remain liable for resulting delay, including liquidated damages and indemnification of Owner from claims of others.

3. Exercise by Owner of the rights conferred upon Owner in this subparagraph is entirely discretionary on the part of Owner. Owner shall have no duty or obligation to exercise the rights referred to in this subparagraph and its failure to exercise such rights shall not be deemed an approval of existing Work progress or a waiver or limitation of Owner's right to exercise such rights in other concurrent or future similar circumstances. (The rights conferred upon Owner under this subparagraph are, like all other such rights, cumulative to Owner's other rights under any provision of the Contract Documents.)

E. Design/Builder to Locate Underground Facilities.

1. During construction, Design/Builder shall comply with Government Code Sections 4216 to 4216.9, and in particular Section 4216.2 which provides, in part: "Except in an emergency, every person planning to conduct any excavation shall contact the appropriate regional notification center at least two *working* days, but no more than 14 *calendar* days, prior to commencing that excavation, if the excavation will be conducted in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the excavator, and, if practical, the excavator shall delineate with white paint or other suitable markings the area to be excavated. The regional notification center shall provide an inquiry identification number to the person who contacts the center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation."

2. Design/Builder shall contact USA and schedule the Work to allow ample time for the center to notify its members and, if necessary, for any member to field locate and mark its facilities. Design/Builder is charged with knowledge of all subsurface conditions reflected in USA records. Prior to

commencing excavation or trenching work, Design/Builder shall provide Owner with copies of all USA records secured by Design/Builder. Design/Builder shall advise Owner of any conflict between any information provided by Owner and the Drawings and that provided by USA records. Design/Builder's excavation shall be subject to and comply with the Contract Documents, including without limitation Articles II and VIII of this Document 00 72 53.

3. Design/Builder shall also investigate the existence of existing service laterals, appurtenances or other types of utilities, indicated by the presence of an underground transmission main or other visible facilities, such as buildings, new asphalt, meters and junction boxes, on or adjacent to the Site, even if not shown or indicated in Document 00 31 32 (Geotechnical Data and Existing Conditions), the Drawings or that provided by USA records. Design/Builder shall immediately secure all such available information and notify Owner and the utility Owner, in writing, of its discovery.

F. Design/Builder to Protect Underground Facilities.

1. At all times during construction, all operating Underground Facilities shall remain in operation, unless the Contract Documents expressly indicate otherwise. Design/Builder shall maintain such Underground Facilities in service where appropriate; shall repair any damage to them caused by the Work; and shall incorporate them into the Work, including reasonable adjustments to the design location (including minor relocations) of the existing or new installations. Design/Builder shall take immediate action to restore any in service installations damaged by Design/Builder's operations.

2. Prior to performing Work at the Site, Design/Builder shall lay out the locations of Underground Facilities that are to remain in service and other significant known underground installations indicated by the available Underground Facilities data. Design/Builder shall further locate, by carefully excavating with small equipment, potholing and principally by hand, all such utilities or installations that are to remain and that are subject to damage. If additional utilities whose locations are unknown are discovered, Design/Builder shall immediately report to Owner for disposition of the same. Additional compensation or extension of time on account of utilities not shown or otherwise brought to Design/Builder's attention, including reasonable action taken to protect or repair damage, shall be determined as provided in this Document 00 72 53 and Section 01 26 00 (Contract Modification Procedures).

3. The cost of all of the following will be included in the Contract Sum and Design/Builder shall have full responsibility for: (i.) reviewing all available information and data including, but not limited to, Document 00

31 32 (Geotechnical Data and Existing Conditions) and information on file at USA; (ii.) locating all Underground Facilities shown or indicated in the Contract Documents, available information, or indicated by visual observation including, but not limited to, and by way of example only, engaging qualified locating services and all necessary backhoeing and potholing; (iii.) coordination of the Work with the cities of such Underground Facilities during construction; and (iv.) the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

G. Design/Builder to Not Disrupt Owner Operation.

1. In planning and performing the work, Design/Builder shall cooperate with Owner to sequence its Work to minimize and mitigate interference or disruption with operation of occupied facilities. Design/Builder shall schedule and execute all Work in a manner that does not interfere with or disrupt Owner operations, including but not limited to, parking (as mutually agreed), utilities (electricity, gas, water), noise, vibration, access by employees and administration, access by vendors, physicians, patients and any other person or entity using Owner facilities or doing business with Owner. Design/Builder shall produce and supply coordination plans and requests to Owner, following Owner procedures, for all necessary interference of construction with Owner, which Owner will reasonably cooperate with, as further described in Section 01 11 53 (Summary of Work). At a minimum, Design/Builder shall make every effort to minimize the levels of noise, vibration, dirt, dust, molds, biological organisms, fumes, odors and similar items to the extent possible and in accordance with local ordinances or other requirements. Design/Builder's use of service areas and equipment and vehicle ingress and egress shall be kept to the minimum essential to its operations. Non-essential vehicles and equipment shall be kept out of such areas. In the event of unavoidable conflict with Owner's operations, and upon request of facility staff or vehicle attendants, Design/Builder shall eliminate such conflicting use immediately for emergency services.

2. Design/Builder shall produce and supply coordination plans and requests to Owner, following Owner procedures, for all necessary interface of construction with Owner, which Owner will reasonably cooperate with, as further described in Section 01 11 53 (Summary of Work).

XII. CLAIMS BY DESIGN/BUILDER *I* NON-JUDICIAL SETTLEMENT PROCEDURE

Design/Builder shall comply with Document 00 73 83, Claims and Dispute Resolution, with respect to all claims or Claims.

XIII. LEGAL AND MISCELLANEOUS

A. Laws and Regulations

1. Design/Builder shall keep fully informed of and shall comply with all laws, ordinances, regulations and orders of any properly constituted authority affecting the Contract Documents, Work and persons connected with Work, and shall, to the greatest extent permitted by law, protect and indemnify Owner and its officers, employees, consultants and agents against any claim or liability, including attorney's fees, arising from or based on violation of law, ordinance, regulation or order, whether by Design/Builder, Construction General Contractor, Construction Subcontractors, and Subcontractors, employees or agents. Authorized persons may at any time enter upon any part of Work to ascertain compliance of all applicable laws, ordinances, regulations and orders.

2. Whenever Drawings and Specifications require larger sizes or higher standards than are required by any applicable law, ordinance, regulation or order, Drawings and Specifications shall govern. Whenever Drawings and Specifications require something that will violate such laws, ordinances, regulations or orders, then such laws, ordinances, regulations or orders shall govern.

3. Design/Builder shall comply with applicable portions of Title 8 (Industrial Relations), Title 19 (Public Safety), Title 22 (Social Security, Division of Health) and Title 24 (California Building Standards Code). Whenever Contract Documents require larger sizes or higher standards than are required by any applicable law, ordinance, regulation or order, Contract Documents shall govern. Whenever Contract Documents require something that will violate such laws, ordinances, regulations or orders, then such laws, ordinances, regulations or orders shall govern.

4. Design/Builder represents that it is familiar with and shall comply with all Laws relating to the storage, handling or use of lead, petroleum based products or other hazardous materials,

5. Design/Builder shall maintain in the Project Office the applicable copy of Title 19 and Title 24 of the California Code of Regulations at all times during construction.

B. Permits and Taxes. Design/Builder shall procure all permits and licenses applicable to the Work (including environmental matters to the extent applicable), pay all charges and fees, including fees for street opening permits (other than permits to be paid for by Owner), comply with, implement and acknowledge effectiveness of all permits, initiate and cooperate in securing all required notifications or approvals therefore, and give all notices necessary and incident to due and lawful prosecution of Work, unless otherwise provided herein. Owner will pay applicable fees, building permits, school, sanitation and water user fees ("tap-in" fees), except as otherwise provided in the Contract Documents.

Design/Builder shall pay all sales and/or use taxes levied on materials, supplies, or equipment purchased and used on or incorporated into Work, and all other taxes properly assessed against equipment or other property used in connection with Work, without any increase in the Contract Sum. Design/Builder shall make necessary arrangements with proper authorities having jurisdiction over roads, streets, pipelines, navigable waterways, railroads, and other works in advance of operations, even where Owner may have already obtained permits for the Work. Before performing any of the Work, and at such other times as may be required by applicable law, Design/Builder shall deliver all requisite notices and obtain the approval of all governmental and quasi-governmental authorities having jurisdiction over the Work.

C. Suspension of Work. Owner may, without cause, order Design/Builder in writing to suspend, delay or interrupt Work in whole or in part for such period of time as Owner may determine. An adjustment shall be made for increases in cost of performance of Work of the Contract Documents caused by any such suspension, delay or interruption, calculated using the measures set forth in Section 01 26 00 (Contract Modification Procedures). No adjustment shall be made to extent that:

1. Performance is, was or would have been so suspended, delayed or interrupted by another cause for which Design/Builder is responsible; or

2. An equitable adjustment is made or denied under any other provision of Contract Documents; or

3. The suspension of Work was the direct or indirect result of Design/Builder's failure to perform any of its obligations hereunder. Adjustments made in cost of performance may have a mutually agreed fixed or percentage fee; if the parties cannot agree, Design/Builder may file a claim under Article XII of this Document 00 72 53.

D. Termination of Contract for Cause

1. Owner may declare Design/Builder in default of Contract Documents and Owner may terminate Design/Builder's right to proceed under the Contract Documents for cause:

(a) Should Design/Builder make an assignment for the benefit of creditors; admit in writing its inability to pay its debts as they become due; file a voluntary petition in bankruptcy; be adjudged a bankrupt or insolvent; be the subject of an involuntary petition in bankruptcy which is not dismissed within 60 Days; file a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation; file any answer admitting or not contesting the material allegations of a petition filed against Design/Builder in any such proceeding; or

seek, consent to, or acquiesce in, the appointment of any trustee, receiver, custodian or liquidator of Design/Builder or of all or any substantial part of its properties or if Design/Builder, its directors or shareholders, take action to dissolve or liquidate Design/Builder; or,

(b) Should Design/Builder commit a material breach of the Contract Documents. If Owner declares Design/Builder in default due to material breach, however, Owner must allow Design/Builder an opportunity to cure such breach within ten Days of the date of notice from Owner to Design/Builder providing notice of the default; or, if such breach is curable but not curable within such ten-Day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Design/Builder to avail itself of a time period in excess of ten days, Design/Builder must provide Owner within the ten day period with a written plan ("cure plan") acceptable to Owner to cure said breach which includes, for example, evidence of necessary resources, actual Construction General Contractor, Construction Subcontractors, and Subcontractor commitments, actual labor commitments, schedules and recovery schedules meeting Contract Document requirements and showing a realistic and achievable plan to cure the breach. Design/Builder must then diligently commence and continue such cure according to the written cure plan); or

(c) Should Design/Builder violate or allow (by a Construction General Contractor, Construction Subcontractors, and Subcontractor, or other person or entity for which Design/Builder is responsible) a violation of any valid law, statute, regulation, rule, ordinance, permit, license or order of any governmental agency applicable to the Project or Work and does not cure (or cause to be cured) such violation within ten Days of the date of the notice from Owner to Design/Builder demanding such cure; or, if such violation is curable but not curable within such ten day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Design/Builder to avail itself of a time period in excess of ten Days, Design/Builder shall provide Owner within the ten-Day period with a written plan to cure said violation acceptable to Owner, and then diligently commence and continue performance of such cure according to the written plan.)

2. If Owner at any time reasonably believes that Design/Builder is in default under the Contract Documents as provided above, then Owner may in its sole discretion notify Design/Builder of this fact and request written assurances from Design/Builder of performance of Contract Documents and a written plan from Design/Builder to remedy any default under the

terms of Contract Documents which Owner may advise Design/Builder of in writing. Design/Builder shall, within ten (10) Days of Owner's request, deliver a written cure plan which meets the requirements of the written cure plan deliverable defined above. Failure of Design/Builder to provide such written assurances of performance and the required written cure plan, within ten Days of request, will constitute a material breach of Contract Documents sufficient to justify termination for cause.

3. In event of termination for cause, Owner will immediately serve written notice thereof upon Surety and Design/Builder. Surety shall have the rights and obligations set forth in Document 00 61 13.13 (Construction Performance Bond). Subject to the Surety's rights under the Performance Bond (which rights are waived upon a default thereunder), Owner may take over the Work and prosecute it to completion by contract or by any other methods it may deem advisable.

4. In the event of termination for cause:

   (a) Owner will compensate Design/Builder for the value of the Work delivered to Owner upon termination as determined in accordance with the Contract Documents, subject to all rights of offset and back charges, and provided that Design/Builder provides Owner with updated as-builts and Project Record Documents showing the Work performed up to the date of termination. However, Owner will not compensate Design/Builder for its costs in terminating the Work or any cancellation charges owed to third parties.

   (b) Design/Builder shall deliver to Owner possession of the Work in its then condition including, but not limited to, all designs, architectural and engineering, Project records, Project Record Documents, cost data of all types, Drawings and Specifications and contracts with vendors and Construction General Contractor, Construction Subcontractors, and Subcontractors, all other documentation associated with the Project, and all construction supplies and aids dedicated solely to performing the Work which, in the normal course of construction, would be consumed or only have salvage value at the end of the construction period. Design/Builder shall remain fully liable for the failure of any Work completed and materials and equipment provided through the date of such termination to comply with the provisions of the Contract Documents. The provisions of this subparagraph shall not be interpreted to diminish any right which Owner may have to claim and recover damages for any breach of Contract Documents or otherwise, but rather, Design/Builder shall compensate Owner for all loss, cost, damage, expense, and/or liability suffered by Owner as a result of such termination and failure to comply with Contract Documents.

(c) Owner's rights under this subparagraph shall be specifically enforceable to the greatest extent permitted by law. Owner shall, to the extent applicable, have all other rights and remedies set forth in any Contract Document.

5. Owner may terminate portions or parts of the Work for cause, provided these portions or parts (1) have separate geographic areas from parts or portions of the Work not terminated or (2) are limited to the work of one or more specific trades or Construction General Contractor, Construction Subcontractors, and Subcontractors. In such case, Design/Builder shall cooperate with a completing Design/Builder as required under Article VI of this Document 00 72 53.

6. In the event a termination for cause is later determined to have been made wrongfully or without cause, then Design/Builder shall have no greater rights than if a termination for convenience had been effected (to include, as appropriate, the recovery rights specified therefore.) Any Design/Builder claim arising out of a termination for cause, however, shall be made in accordance with Article XII of this Document 00 72 53. No other loss cost, damage, expense or liability may be claimed, requested or recovered by Design/Builder.

E. Termination of Contract for Convenience

1. Owner may terminate for convenience the performance of the Work under the Contract Documents in accordance with this clause in whole, or from time to time in part, whenever Owner shall determine that termination is in Owner's best interest. Termination for convenience may only be effected by Owner delivering to Design/Builder a written "Notice of Termination for Convenience", specifying the extent to which performance of the Work under the Contract Documents is terminated and the effective date of the termination.

2. After receiving a notice of termination for convenience under this subparagraph, and except as otherwise directed by Owner, Design/Builder shall, and shall direct the Construction General Contractor, Construction Subcontractors, and Subcontractors to:

(a) Stop Work under the Contract Documents on date and to extent specified in notice of termination for convenience;

(b) Place no further orders, contracts or subcontracts for materials, services, or facilities except as necessary to complete portion of Work under the Contract Documents which is not terminated;

(c) Terminate all orders, contracts and subcontracts to extent that they relate to performance of Work terminated by the notice of termination;

(d) Assign to Owner in manner, at times, and to extent directed by Owner, all right, title, and interest of Design/Builder under orders, contracts and subcontracts so terminated. Owner shall have the right, in its sole discretion, to settle or pay any or all claims arising out of termination of orders, contracts and subcontracts;

(e) Settle all outstanding liabilities and all claims arising out of such termination of orders, contracts and subcontracts, with approval or ratification of Owner to extent Owner may require. Owner's approval or ratification shall be final for purposes of this subparagraph;

(f) Transfer title to Owner, and deliver in the manner, at the times, and to the extent, if any, directed by Owner, all fabricated or un-fabricated parts, Work in process, completed Work, supplies, and all other material produced as part of, or acquired in connection with performance of, Work terminated by the notice of termination, and completed or partially completed drawings, drawings, specifications, information, and other property which, if the Project had been completed, would have been required to be furnished to Owner;

(g) Use its best efforts to sell, in manner, at times, to extent, and at price or prices that Owner directs or authorizes, any property of types referred to in this subparagraph, but Design/Builder shall not be required to extend credit to any purchaser, and may acquire any such property under conditions prescribed and at price or prices approved by Owner. Proceeds of transfer or disposition shall be applied to reduce payments to be made by Owner to Design/Builder under the Contract Documents or shall otherwise be credited to the price or cost of Work covered by Contract Documents or paid in such other manner as Owner may direct;

(h) Complete performance of the part of the Work which was not terminated by the notice of termination; and

(i) Take such action as may be necessary, or as Owner may direct, to protect and preserve all property related to Contract Documents which is in Design/Builder's possession and in which Owner has or may acquire interest.

3. After receipt of a notice of termination for convenience, Design/Builder shall submit to Owner its termination for convenience claim, in the form

and with all certifications required by Article XII of this Document 00 72 53. Design/Builder and Owner may agree upon the whole or part of the amount or amounts to be paid to Design/Builder because of a total or partial termination of Work under this subparagraph. If Design/Builder and Owner fail to agree on the whole amount to be paid to Design/Builder because of the termination of the Work under this subparagraph, Owner's total liability to Design/Builder by reason of the termination shall be the total (without duplication of any items) of:

(a) The reasonable cost to Design/Builder, without profit, for all Work performed prior to the effective date of the termination, including Work done to secure the Project for termination. Reasonable cost may not exceed the applicable percentage completion values derived from the progress schedule and the schedule of values. Deductions shall be made for cost of materials to be retained by Design/Builder, cost of Work defectively performed, amounts realized by sale of materials, and for other appropriate credits against cost of Work. Reasonable cost will include reasonable allowance for Project overhead and general administrative overhead not to exceed a total of ten percent of direct costs of such Work. When, in Owner's opinion, the cost of any item of Work is excessively high due to costs incurred to remedy or replace defective or rejected Work, reasonable cost to be allowed will be the estimated reasonable cost of performing the Work in compliance with requirements of Contract Documents and excessive actual cost shall be disallowed.

(b) A reasonable allowance for profit on actual and allowable cost of Work performed as determined in this subparagraph, that shall not exceed 5 percent of cost.

(c) Reasonable costs to Design/Builder of handling material returned to vendors, delivered to Owner or otherwise disposed of as directed by Owner.

(d) Except as provided in this subparagraph, Owner shall not be liable for costs incurred by Design/Builder, Construction General Contractor, Construction Subcontractors, and Subcontractors, after receipt of a notice of termination. Such non-recoverable costs include, but are not limited to, anticipated profits on Work not performed as of the date of termination, post-termination employee salaries, post-termination general administrative expenses, post-termination overhead or unabsorbed overhead, costs of preparing and submitting Design/Builder's proposal, attorney's fees of any type, and all costs relating to prosecution of claim or lawsuit.

(e) Owner shall have no obligation to pay Design/Builder under this subparagraph unless and until Design/Builder provides Owner with updated and acceptable as-builts and Project Record Documents for Work completed prior to termination.

4. In arriving at the amount due Design/Builder under this clause, there shall be deducted in whole (or in the appropriate part(s) if the termination is partial):

(a) All unliquidated advances or other payments on account previously made to Design/Builder, including without limitation all payments applicable to the terminated portion of Contract Documents;

(b) Any claim which Owner may have against Design/Builder in connection with Contract Documents; and

(c) The agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by Design/Builder or sold under provisions of this subparagraph, and not otherwise recovered by or credited to Owner.

F. Contingent Assignment of contracts. Upon termination under this Article, Design/Builder hereby assigns to Owner each Construction General Contractor, Construction Subcontractors, and Subcontractors for a portion of the Work, provided that:

1. The assignment is effective only after Owner's termination of Design/Builder's right to proceed under the Contract Documents (or portion thereof relating to that Subcontract) pursuant to the termination for cause subparagraphs herein.

2. The assignment is effective only for the contracts for the Construction General Contractor, Construction Subcontractors, and Subcontractors, which Owner expressly accepts by notifying the Construction General Contractor, Construction Subcontractor, or Subcontractors, in writing;

3. The assignment is subject to the prior rights, if any, of the Surety, obligated by Document 00 61 13.13 (Construction Performance Bond) provided under the Contract Documents, where the Surety exercises its rights to complete the Contract;

4. After the effectiveness of an assignment, Design/Builder shall, at its sole cost and expense, sign all instruments and take all actions reasonably requested by Owner to evidence and confirm the effectiveness of the assignment in Owner; and,

5. Nothing in this subparagraph shall modify or limit any of Design/Builder's obligations to Owner arising from acts or omissions occurring before the effectiveness of any contract with a Construction General Contractor, Construction Subcontractors, or Subcontractor, assignment, including but not limited to all defense, indemnity and hold-harmless obligations arising from or related to the assigned contract with a Construction General Contractor, Construction Subcontractor, or Subcontractors,.

G. Remedies and Contract Integration

1. All Owner remedies provided in the Contract Documents shall be taken and construed as cumulative and not exclusive; that is, in addition to each and every other remedy herein provided; and in all instances Owner shall have any and all other equitable and legal rights and remedies which it would have according to law.

2. The Contract Documents, and any Contract Modifications shall represent the entire and integrated agreement between Owner and Design/Builder regarding the subject matters hereof and thereof and shall constitute the exclusive statement of the terms of the parties' agreement. The Contract Documents, and any Contract Modifications and Contract Modifications, shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of the Contract Documents or written modifications. Owner and Design/Builder represent and agree that, except as otherwise expressly provided in the Contract Documents, they are entering into the Contract Documents and any subsequent written modification in sole reliance upon the information set forth or referenced in the Contract Documents or Contract Modifications and the parties are not and will not rely on any other information. Owner and Design/Builder specifically agree that negotiations among principals and attorneys, regarding the Division 0 and l specifications, shall be inadmissible for any purpose, and the Division 0 and l as negotiated and executed are the exclusive statement of the parties' agreements, understandings and agreements with respect to these documents.

3. Either party's waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of the Contract Documents at any time shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.

H. Patents. Fees or claims for any patented invention, article or arrangement that may be used upon or in any manner connected with performance of the Work or any part thereof shall be included in the Contract price for doing the Work. To the greatest extent permitted by law, Design/Builder shall defend, indemnify and hold

harmless Owner and each of its officers, employees, consultants and agents, including, but not limited to, the Board and each Owner representative, from all damages, claims for damages, costs or expenses in law or equity, including attorney's fees, arising from or relating to any claim that any article supplied or to be supplied under the Contract Documents infringes on the patent rights, copyright, royalties, trade name, trademark, service mark, trade secret or other intellectual property right of any person or persons or that the person or entity supplying the article does not have a lawful right to sell the same. Such costs or expenses for which Design/Builder agrees to indemnify and hold harmless the above indemnitees include but are not limited to any and all license fees, whether such fees are agreed by any indemnitees or ordered by a court or administrative body of any competent jurisdiction.

I. Substitution for Patented and Specified Articles. Except as noted specifically in Specifications, whenever in Specifications, material or process is designated by patent or proprietary name or by name of manufacturer, then a substitution will be approved only if it is a true "equal" item in every aspect of its design and quality, including but not limited to its service requirements, durability, functioning, impact on contiguous construction elements, overall schedule and design.

J. Limit of Liability. Owner, AND EACH OF ITS OFFICERS, BOARD MEMBERS, EMPLOYEES, CONSULTANTS AND AGENTS INCLUDING, BUT NOT LIMITED TO EACH OWNER REPRESENTATIVE, SHALL HAVE NO LIABILITY TO DESIGN/BUILDER FOR ANY SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES.

K. Severability. Any provisions or portions thereof of Contract Documents that are prohibited by, unlawful, or unenforceable under any applicable law of any jurisdiction shall as to such jurisdiction be ineffective without affecting other provisions or portions thereof in the Contract Documents.

L. Free of Liens and Stop Notices. Design/Builder shall at all times keep the Site and all areas where Work is to be performed free and clear of all liens, claims and encumbrances arising by or through Design/Builder, including without limitation any lien arising by virtue of any labor or materials provided by any labor, materialman, mechanic, employee, supplier or other (''Lien"). Should Design/Builder not either pay or cause to be released (pursuant to a mechanics lien release bond or otherwise) any Lien by any date within twenty days after notice from Owner, Owner may, at its sole election, either pay the Lien in an amount determined by Owner in its sole discretion, or purchase a release bond for the Lien in the required statutory amount, in either case with funds obtained by setting off any amounts otherwise due or to become due Design/Builder, and reduce the Contract Sum by such amount.

M. No Publicity. Design/Builder shall not, without Owner's express prior written approval, and then only in form approved, use in advertising, publicity, press releases, or other graphic or written materials distributed to prospective customers

or other third parties, or otherwise use the name, photographs and/or specific project descriptions of the Project.

XIV. MODIFICATIONS OF CONTRACT DOCUMENTS

A. Alterations and Modifications

1. No modification or deviation from the Drawings and Specifications approved by the Authorities Having Jurisdiction will be permitted except by written Contract Modification or written Change Directive issued by Owner. Design/Builder shall aggressively plan and schedule its work, and coordinate with Owner and the Authorities Having Jurisdiction, schedule RFIs and work inspections and progress, to avoid any delays or disruptions to the Work resulting from the requirements of any Authorities Having Jurisdiction over the Project.

2. Owner may, without notice to the sureties, make alterations, deviations, additions to, or deletions from Contract Documents; increase or decrease the quantity of any item or portion of the Work; expand, contract or otherwise change the Contract Time; delete any item or portion of the Work; and require extra Work. Design/Builder shall perform such Work under applicable provisions of the Contract Documents, unless specifically provided otherwise at the time the change is ordered. In the case of any ordered extra Work, Owner reserves the right to furnish all or portions of associated labor, material, and equipment, which Design/Builder shall accept and use without payment for costs, markup, profit, or otherwise for such Owner furnished labor, materials, and equipment.

3. Owner may make changes to the Work during the course of construction to bring the Work into compliance with environmental requirements or standards established by state and federal statutes and regulations enacted after the Contract has been awarded. Design/Builder shall be compensated for changes affecting the Contract Time or Contract Sum of the Work as set forth in this Article XIV and in Section 01 26 00 (Contract Modification Procedures).

4. Changes affecting the Contract Time or Contract Sum of the Work shall be set forth in a written Contract Modification that shall specify:

   (a) The Work performed in connection with the change to be made;

   (b) The amount of the adjustment of the Contract Sum, if any, and the basis for compensation for the Work ordered; and

   (c) The extent of the adjustment in the Contract Time, if any.

5. A Contract Modification will become effective when signed by Owner and Design/Builder. If Owner exercises its right to decide disputed issues pertaining to changed Work as set forth in Articles XII and XIV of this Document 00 72 53, then the resulting Contract Modification shall be effective when signed by Owner, notwithstanding that Design/Builder has not signed it.

6. Changes not affecting the Contract Time or Contract Sum of the Work, in Owner's discretion, may be set forth in a written directive executed by Owner. Execution of such written directive constitutes Design/Builder's agreement to make the specified change without change to the Contract Sum or the Contract Time.

7. Changes or deviations from Contract Documents affecting the Contract Time or Contract Sum of the Work shall not be made without the authority of an effective Contract Modification or Change Directive as provided in Section 01 26 00 (Contract Modification Procedures), except in cases of emergency discussed in Document 00 72 53.

8. If changes ordered in design, workmanship or materials are of such a nature as to increase or decrease the cost of any part of the Work, the price fixed in the Contract Documents shall be increased or decreased by the amount that Design/Builder and Owner may agree upon as a reasonable and proper allowance for the cost increase or decrease. If an agreement cannot be reached, then Owner will reach a determination, which shall be final, subject to Design/Builder's rights under Article XII of this Document 00 72 53. In all cases Design/Builder shall perform the changed Work as directed by Owner subject to Design/Builder's rights under Article XII of this Document 00 72 53.

9. To the extent that Design/Builder puts it at issue in a claim or a change request, Design/Builder shall, upon Owner's request, permit inspection of the relevant portions of the original unaltered Contract estimate, agreements with Construction General Contractor, Construction Subcontractors, and Subcontractors, purchase orders relating to the change, and documents substantiating all costs associated with its cost proposal or claims arising from changes in the Work.

10. Changes in the Work made pursuant to this Article XIV and extensions of Contract Time necessary by reason thereof shall not in any way release the guaranties and warranties given by Design/Builder pursuant to provisions of the Contract Documents, nor shall such changes in the Work relieve or release the Sureties of bonds executed pursuant to said provisions. The Sureties, in executing such bonds, shall be deemed to have expressly agreed to any such change in the Work and to any extension of time made by reason thereof.

11. Procedures for Modifications of Contract Documents and for calculating the cost of extra Work are given in Section 012600 (Contract Modification Procedures).

B. Time Allowances

1. The Contract Time may only be changed by Contract Modification or by Contract Modification, and all time limits stated in the Contract Documents are to mean that time is of the essence.

2. The Contract Time will be adjusted in an amount equal to the time lost due to:

(a) Changes in the Work ordered by Owner that directly impact the Project completion date;

(b) Acts or neglect by Owner, any Owner Representative, utility owners or other Design/Builders performing other work, provided that Design/Builder has fully and completely performed its responsibilities under the Contract Documents; or

(c) Fires, floods, epidemics, abnormal weather conditions beyond the parameters otherwise set forth in this Article, earthquakes in excess of 3.5 on the Richter scale, civil or labor disturbances, strikes or acts of God, provided damages resulting therefrom are not the result of Design/Builder's failure to protect the Work or perform its obligations as required by Contract Documents.

3. The Contract Time shall not be extended for any cause identified immediately above, however, unless:

(a) Design/Builder actually has been prevented from completing any part of the Work within the Contract Time due to delay that is beyond Design/Builder's control and due to reasons for which Design/Builder is not responsible (delays attributable to and within the control of a Subcontractor, or its subcontractors, or supplier shall be deemed to be delays within the control of Design/Builder);

(b) A claim for delay is made as provided herein; and

(c) Design/Builder submits a Time Impact Evaluation as required under Section 01 32 00 (Progress Schedules and Reports) that demonstrates actual delay to critical Work activities that actually delay the progress of the Work in the amount of time requested.

4. Notice of Delay. Within fourteen (14) Days of the beginning of any delay, Design/Builder shall notify Owner in writing, by submitting a notice of delay that shall describe all anticipated delays resulting from the delay

event in question. Any request for extension of time shall include a written schedule document that demonstrates delay to the critical path using a Time Impact Evaluation as specified in Section 01 32 00 (Progress Schedules and Reports). Owner will determine all claims and adjustments in the Contract Time. No claim for an adjustment in the Contract Time will be valid and such claim will be waived if not submitted in accordance with the requirements of this subparagraph

C. Non-Compensable Time Extensions; Adverse Weather Parameters

1. Where Design/Builder is prevented from completing any part of the Work within the Contract Time due to delay beyond the control of both Owner and Design/Builder (including, but not limited to, adverse weather conditions exceeding Contract Documents parameters, earthquakes in excess of 3.5 on the Richter scale, Acts of God and epidemics, acts of other Design/Builders or utilities), an extension of Contract Time, in an amount equal to the time lost due to such delay (without compensation), shall be Design/Builder's sole and exclusive remedy for such delay. Where such delays result from an earthquake event, and only to the extent caused by an earthquake event, then such time delay shall become compensable starting on the 31st day after the earthquake event, provided Design/Builder then complies with Owner directives to mitigate costs, suspend the Work or to perform other work on Owner's campus made necessary by the earthquake event as Owner may direct.

2. Delays due to abnormal or adverse weather conditions will not be allowed for weather conditions that fall within the parameters listed or referenced immediately below in this subparagraph. Adverse weather delays may be allowed only if the number of workdays of adverse weather exceeds these parameters and Design/Builder proves that adverse weather actually caused delays to work that is on the critical path. Design/Builder shall give written notice of intent to claim an adverse weather day within five (5) Days of the adverse weather day occurring. Rain parameters are as follows, pro-rated in the individual month Design/Builder starts and finishes Work:

(a) Design/Builder shall be allowed a total sum of twenty one (21) weather days for each 365 days during construction of the work. Design/Builder shall calculate the total amount of weather days available (rounded to the nearest higher integer) for the Project based on the ratio of 21/365. By way of example, for a project with a 730 day duration, the Design/Builder will have 42 weather days available.

(b) In order to qualify as an adverse weather delay with respect to the foregoing parameters, daily rainfall must exceed 0.5 of an inch or more at the nearest National Weather Service station to the Project,

and Design/Builder shall prove that the rain actually caused delay to the Work, following the procedures in this paragraph and the Contract Documents. Notwithstanding the foregoing allowances, Design/Builder shall at all times employ all available mitigation measures to enable Work to continue. Delays due to abnormal or adverse weather conditions will not be allowed for weather conditions that fall within the parameters listed above.

3. Design/Builder shall include the foregoing precipitation parameters as a monthly activity in its progress schedule. As Work on the critical path is affected by precipitation, Design/Builder shall notify Owner and request that the days be moved to the affected activities. Adverse weather days unused at the close of a month, shall not carry over to succeeding months and shall not be considered Project float.

4. Adverse weather delay for precipitation shall be recognized for the actual period of time Design/Builder proves it was delayed by precipitation exceeding the specified parameters. For example, and not by way of limitation, if precipitation exceeding the specified parameters does not in fact delay Design/Builder's progress on the critical path, then no time extension shall be recognized; and conversely, if Design/Builder proves to Owner's satisfaction that precipitation exceeding the specified parameters causes delay to Design/Builder for a period longer than the number of precipitation days incurred (e.g., if it rains during grading work), then Design/Builder shall be entitled to a time extension equal to the actual period of such delay.

5. Design/Builder shall take reasonable steps to mitigate potential weather delays that could be affected adversely by weather. Failure to do so shall be cause for Owner to not grant a time extension due to adverse weather, where Design/Builder could have avoided or mitigated the potential delay by exercising reasonable care.

D. Compensable Time Extensions

1. Design/Builder may receive a time extension and be compensated for delays caused directly and solely by Owner, its agents or its separate Design/Builders. Provided Design/Builder provides proper notice and documentation under Section 01 32 00, such compensation may include extended field overhead, field supervision, escalation charges, acceleration costs and extended Construction Subcontractor costs.

2. Design/Builder shall not be entitled to any time extension or compensation, however, for any delays caused in whole or in part by Design/Builder's failure to perform its obligations under the Contract Documents. Design/Builder may be entitled to a time extension without

compensation during periods of delay concurrently caused by Design/Builder and either Owner or other third parties.

3. Design/Builder shall not be entitled to damages for delay to the Work caused by the following reasons:

   (a) Owner's right to sequence the Work in a manner which would avoid disruption to Owner or Owner's other prime contractors and their respective subcontractors, exercised as a result of Design/Builder's failure to perform its cooperation and coordination responsibilities required by Contract Documents; Owner's enforcement of any government act or regulation; or the provisions of the Contract Documents; and

   (b) Extensive requests for clarifications to Contract Documents or Contract Modifications thereto, provided such clarifications or Contract Modifications are processed by Owner or its consultants in a reasonable time commensurate with Contract Documents requirements.

E. Liquidated Damages

1. Time is of the essence. Execution of Contract Documents by Design/Builder shall constitute acknowledgement by Design/Builder that Design/Builder understands, has ascertained and agrees that Owner will actually sustain damages in the amount fixed in the Contract Documents for each and every Day during which completion of Work required is delayed beyond expiration of time fixed for Substantial Completion or extensions of time allowed pursuant to provisions hereof. Design/Builder and Owner agree that specified measures of liquidated damages shall be presumed to be the damages actually sustained by Owner as defined below, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.

2. Liquidated damages shall be considered not as a penalty but as agreed monetary damage sustained by Owner for increased Project administration expenses, including extra inspection, construction management and architectural and engineering expenses related to the Project and Contract Documents because Design/Builder failed to perform and complete Work within time fixed for Substantial Completion or extensions of time allowed pursuant to provisions hereof. Liquidated damages shall not be deemed to include within their scope additional damages or administrative costs arising from Defective Work, cost of completion of the Work, or costs or damages or liabilities that are subject to insurance coverage (first party or liability insurance) of any type. Liquidated damages shall not extend to cover other consequential damages in the limited circumstance that (i.) Owner's actual damages exceed liquidated damages and (ii.) the

delay results from gross negligence or willful misconduct in relation to Design/Builder's obligations under the Contract Documents.

3. Owner may deduct from any money due or to become due to Design/Builder subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then-accrued liquidated damages. Should Design/Builder fall behind the approved Progress Schedule, Owner may deduct liquidated damages based on its estimated period of late completion. Owner need not wait until Final Completion to withhold liquidated damages from Design/Builder's progress payments. Should money due or to become due to Design/Builder be insufficient to cover aggregate liquidated damages due, then Design/Builder forthwith shall pay the remainder of the assessed liquidated damages to Owner.

F. Differing Site Conditions

1. In the event that Design/Builder encounters underground conditions that exceed the scope of the Work, then Design/Builder shall promptly give Owner written notice of the condition, and shall give such notice before the conditions are disturbed, to include: (1) material that Design/Builder believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law, and is not within the scope of Work ("hazardous waste"); (2) subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to Design/Builder prior to executing the Agreement, that Design/Builder did not and could not have known about by performing its required pre-Contract investigations and services performed in accordance with Document 005250.53 (Preconstruction Services); or (3) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for the contract, that Design/Builder did not and could not have known about by performing its required pre-Contract investigations and services performed in accordance with Document 00 52 50.53 (Preconstruction Services).

(a) Owner shall promptly investigate the underground conditions, and if it finds that (i.) the conditions do materially so differ in a manner Design/Builder did not anticipate and could not have anticipated, or do involve hazardous waste outside the scope of the Work, and (ii.) cause a decrease or increase in Design/Builder's cost of, or the time required for, performance of any part of the Work, then (iii.) Owner shall initiate a Contract Modification under the procedures described in the contract, including but not limited to, issuing either a Request for Proposal or a Construction Change Directive

under the procedures described in the Contract Documents, including without limitation Section 012600 (Contract Modification Procedures).

(b) If Owner determines that underground conditions at the Site do not materially so differ in a manner Design/Builder did not anticipate and could not have anticipated, or do not involve hazardous waste outside the scope of the Work, or do not cause a decrease or increase in Design/Builder's cost of, or the time required for, performance of any part of the Work, or for any other reason that that no change in terms of the Contract Documents is justified, Owner will so notify Design/Builder in writing, stating reasons.

(c) In the event that a dispute arises between Owner and Design/Builder whether the conditions do materially so differ, or involve hazardous waste, and cause a decrease or increase in Design/Builder's cost of, or the time required for, performance of any part of the Work, Design/Builder shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. The Design/Builder shall retain any and all rights provided either by the Contract or by law which pertain to the resolution of disputes and protests between contracting parties.

2. Design/Builder shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed hazardous waste or materials, claimed Latent or materially different Site conditions (whether above or below grade) if:

(a) Design/Builder knew of the existence of such conditions at the time Design/Builder executed the Agreement; or

(b) Design/Builder should have known of the existence of such conditions at the time Design/Builder executed the Agreement, or should have learned of such conditions and mitigated their impact, as a result of having complied with the requirements of Contract Documents, including without limitation, the investigation requirements herein at Articles II and X of Document 007253;

(c) The information or conditions claimed by Design/Builder to be Latent or materially different consist of information, conclusions, opinions or deductions made from underground conditions reports, of the kind that this Document 00 72 53 precludes reliance upon; or

(d) Design/Builder was required to give written notice and failed to do so within the time required.

3. If, because of a differing site condition as defined herein, Design/Builder does not agree to continue with the Work based on a reasonable belief that it is unsafe, or does not agree to resume Work under special conditions, Owner may order the disputed portion of Work deleted from the Work, or performed by others, or Owner may invoke its right to terminate Design/Builder's right to proceed under the Contract Documents in whole or in part, for convenience or for cause as the facts may warrant. If Design/Builder does not agree with Owner's determination of any adjustment in the Contract Sum or Contract Time as a result, Design/Builder may make a claim as provided in Article XII of this Document 00 72 53.

G. Contract Modifications Related to Underground Facilities.

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated in the materials supplied by Owner or in information on file at USA or is not otherwise reasonably known to Design/Builder by performing its obligations in Articles II and X of this Document 00 72 53, then Design/Builder shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby (and in no event later than seven Days), and prior to performing any Work in connection therewith (except in an emergency as required by Article XV of this Document 00 72 53), identify Owner of such Underground Facility and give written notice to that Owner and to Owner. During such time, Design/Builder shall be responsible for the safety and protection of such Underground Facility.

2. Design/Builder shall be allowed an increase in the Contract Sum or an extension of the Contract Time, or both, for Underground Facilities either not shown or inaccurately shown in the Contract Documents, the information supplied pursuant to Document 00 31 19 (Existing Conditions Information) or in information on file at USA, only where the inaccuracy was (i.) material and outside of the normal experience on projects of this nature, (ii.) was not reasonably inferable from existing information, and (iii.) directly results in a material, justifiable and actual increase in the cost of Design/Builder's work. For example, if surface conditions such as pavement repairs, valve covers, or other markings, indicate the presence of an Underground Facility, or if the Underground Facility could be determined or its cost impact mitigated by performing the obligations in Articles II and/or X of this Document 00 72 53, then an increase in the Contract Price or an extension of the Contract Time will not be due, even if the Underground Facility was not indicated or was shown at a different place or a different elevation in the Contract Documents, in the information supplied to Design/Builder pursuant to Document 00 31 19 (Existing Conditions Information), or in information on file at USA.

XV. WORKING CONDITIONS

A. Use of Site/Sanitary Rules

1. During the entire construction period, Design/Builder shall have the use of the premises for construction operations, including full use of the Site, as set forth in Section 01 11 53 (Summary of Work). Design/Builder will have the use of the premises for work, storage and vehicular parking as approved by Owner. All portions of the Work shall be maintained at all times in neat, clean and sanitary condition.

2. Design/Builder shall maintain free and unimpeded access for emergency vehicles to ingress/ enter and egress/exit from the Site at all times. Design/Builder shall maintain free and unimpeded access to fire hydrants and control valves.

3. Design/Builder shall control the conduct of its employees so as to avoid unwanted or unnecessary interaction initiated by Design/Builder's employees with Owner's employees, visitors, and other individuals (except those associated with the Project). Design/Builder's employees include Design/Builder's and Construction General Contractor, Construction Subcontractors, and Subcontractors, and, their employees. In the event that any Design/Builder's employee initiates unwanted interaction or is heard in an in appropriate conversion or using inappropriate language, Design/Builder shall, whether upon request of Owner or on its own initiative, replace said employee with another of equivalent technical skill, at no additional cost to Owner.

4. Design/Builder shall furnish toilets for use of Design/Builder's and Subcontractors' employees on the Site where needed, and their use shall be strictly enforced. All toilets shall be properly secluded from public observation, and shall be located, constructed and maintained subject to Owner's approval.

5. Design/Builder shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Site and land areas identified in and permitted by Contract Documents and other land and areas permitted by applicable laws and regulations, rights of way, permits and easements or as designated by Owner, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. Design/Builder shall assume full responsibility for any damage to any such land or area, any improvement located thereon, or to Owner or occupant thereof resulting from the performance of Work.

6. During the progress of the Work, Design/Builder shall keep the Site and the Project free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Design/Builder shall remove all waste materials, rubbish and debris from and about the Site as well as all tools, appliances, construction equipment

and machinery and surplus materials. Design/Builder shall leave the premises clean and ready for occupancy by Owner at Substantial Completion of Work. Design/Builder shall restore to original condition all property not designated for alteration by Contract Documents.

7. Design/Builder shall not load nor permit any part of any structure or pavement to be loaded in any manner that will endanger the structure or pavement, nor shall Design/Builder subject any part of Work or adjacent property to stresses or pressures that will endanger it. Design/Builder shall conduct all necessary existing conditions investigation regarding structural, mechanical, electrical or any other system existing, shall perform Work consistent with such existing conditions, and shall have full responsibility for insufficiencies or damage resulting from insufficiencies of existing systems, equipment or structures to accommodate performing the Work.

B. Protection of Work, Persons, Property and Operations

1. Design/Builder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with Work. Design/Builder shall comply with all safety requirements specified in any safety program established by Owner, or required by state, federal or local laws and ordinances.

2. Design/Builder shall be responsible for all damage to Work, property or structures, all injuries to persons, and all damage and interruptions to Owner's operations, arising from the performance of Work of the Contract Documents. Except as otherwise expressly approved by Owner in writing, Design/Builder shall at all times perform all Work in a manner which does not interrupt, damage or otherwise adversely impact any facilities, operations, or real or personal property of Owner, its officers, employees, agents, invitees, licensees, lessees or Design/Builders. Design/Builder shall notify Owner immediately (in all cases within two (2) hours) of all accidents. Design/Builder agrees to cooperate with any accident investigation undertaken by Owner of its agents.

3. Design/Builder shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Design/Builder shall notify Owner of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.

4. Design/Builder shall remedy all damage, injury, loss or interruption to any property or operations of Owner or continuous owners of property

interests, caused, directly or indirectly, in whole or in part, by Design/Builder, Construction General Contractor, Construction Subcontractors, and Subcontractors, supplier, or any other person or organization directly or indirectly employed by any of them to perform or furnish any Work or anyone for whose acts any of them may be liable. Design/Builder's duties and responsibility for safety and for protection of Work shall continue until such time as all the Work is completed and Final Acceptance of the Work. Owner and its agents do not assume any responsibility for collecting any indemnity from any person or persons causing damage to Design/Builder's Work. Design/Builder shall give all notices required by potentially responsible insurance carriers and require that it Construction General Contractor, Construction Subcontractors, and Subcontractors, and suppliers do the same.

5. Design/Builder shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6. To the extent reasonably necessary to protect Owner from financial loss, taking into account existing insurance and deductibles, Owner may, at its option, retain such moneys due under the Contract Documents as Owner deems necessary until any and all suits or claims against Design/Builder for injury to persons, property or operations shall be settled and Owner receives satisfactory evidence to that effect.

C. Responsibility for Safety and Health

1. Design/Builder shall ensure that it, Construction General Contractor, Construction Subcontractors, and Subcontractors, and each tier of these parties' employees, agents and invitees comply with applicable health and safety laws while at the Site. These laws include the Occupational Safety and Health Act of 1970 and rules and regulations issued pursuant thereto, and Owner's safety regulations as amended from time to time. Design/Builder shall comply with all Owner directions regarding protective clothing and gear.

2. Design/Builder shall be fully responsible for the safety of its and its Construction General Contractor's, Construction Subcontractors', and Subcontractors', employees, agents and invitees on the Site. Design/Builder shall notify Owner, in writing, of the existence of hazardous conditions, property or equipment at the Site that are not under Design/Builder's control. Design/Builder shall be responsible for taking all the necessary precautions against injury to persons or damage to the property of Design/Builder, Construction General Contractor's, Construction Subcontractors', and Subcontractors', or persons from recognized hazards until the responsible party corrects the hazard.

3. Design/Builder shall confine all persons acting on its or its Construction General Contractor's, Construction Subcontractors', and Subcontractors', behalf to that portion of the Site where Work under the Contract Documents is to be performed: Owner designated routes for ingress and egress thereto and any other Owner designated area. Except those routes for ingress and egress over which Design/Builder has no right of control, within such areas, Design/Builder shall provide safe means of access to all places at which persons may at any time have occasion to be present.

D. Emergencies. In emergencies affecting the safety or protection of persons or Work or property at the Site or adjacent thereto, Design/Builder, without special instruction or authorization from Owner, is obligated to act to prevent threat and damage, injury or loss, until directed otherwise by Owner. Design/Builder shall give Owner prompt written notice if Design/Builder believes that any significant changes in Work or variations from Contract Documents have been caused thereby. If Owner determines that a change in the Contract Documents is required because of the action taken by Design/Builder in response to such an emergency, a Contract Modification or Construction Change Directive will be issued to document the consequences of such action. In the event of disagreement, Design/Builder shall have its rights to make a claim under Article XII.

E. Safety Precautions and Programs

1. Design/Builder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

2. In the event Design/Builder encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) or any other hazardous substance (as defined in paragraph 15.E.4 below) which has not been rendered harmless, Design/Builder shall immediately stop work in the area affected and immediately report the condition to Owner orally and in writing. Work in the affected area shall not thereafter be resumed except by written agreement of Owner and Design/Builder and if in fact the material is asbestos or polychlorinated biphenyl (PCB), or other hazardous substance, after appropriate safety precautions are implemented and the hazardous substance has been remediated by Owner if such remediation is required by law. Contract Time, Substantial Completion Date, and Contract Sum shall be adjusted in accordance with the Contract Documents to the limited extent of the actual additional costs and time lost as a consequence of such stoppage, provided that. Design/Builder believed in good faith that it has encountered a hazardous substance.

3. Immediately upon award of each subcontract, Design/Builder will provide Owner with a Material Safety Data Sheet ("MSDS") for any hazardous substance or mixture (which shall include (i.) petroleum, petroleum based substances, asbestos, asbestos-containing materials, PCBs and

formaldehyde, and (ii.) any substance or material designated as hazardous or toxic or radioactive or other similar term or as presenting a risk to human health or the environment by any present or future federal, state or local statute, regulation or ordinance, as amended from time to time ["Hazardous Materials Laws"]) which is intended to be used in connection with the Work and for which an MSDS is required by the applicable law. The MSDS shall contain all necessary and legally required information concerning such substance, mixture or chemicals, in a format agreed to by Owner or as required by law.

4. Design/Builder shall not permit any Hazardous Substances to be brought onto or stored at or used in the construction of the Work, except for commonly used construction materials or as required by the Contract Documents, provided, however, that all such material shall be handled in full compliance with all applicable governmental rules and regulations and all notices required to be given with respect to such products shall be given by Design/Builder. Design/Builder shall not, nor allow any other person to, release or dispose of Hazardous Substances at the site or into the soil, drains, surface or ground water, or air except for that commonly occurring on construction projects of this nature within acceptable limits as provided by law. Design/Builder shall indemnify, defend, protect and hold Owner harmless from all costs, claims, liabilities, damages, penalties and assessments (including without limitation consultants', experts' and attorneys' fees) arising from or in any way connected to any Hazardous Substance at the site or in the soil, surface or ground water, or air as a result of action or inaction of Design/Builder in violation of this paragraph l5.E.4 and whether or not caused accidentally, negligently or intentionally. "Hazardous Substance" means any substance or material which at the time of the performance of the Work has been or is determined by any state, federal or local governmental authority to be capable of posing a risk of injury to health, safety, property or the environment.

5. For projects that require a Hazard Communication program, Design/Builder represents and warrants that it has a Hazard Communication program that complies with all applicable requirements of the OSHA Hazard Communication Standards (29 CFR sections 1910. 1030 and 1910.1200), and any applicable state and local health and safety regulations. Design/Builder further represents and warrants that before Design/Builder assigns any employee to Owner's facilities, that Design/Builder's employee will be trained in compliance with the requirements of the Hazard Communication Standards, and any applicable state and local health and safety regulations

6. For projects requiring a Confined Space program, Contract represents and warrants that it has a Confined Spaced Program that complies with all applicable requirements of the OSHA Standard for Confined Spaces (29

CFR section 191 0.146), and any applicable state and local safety regulations. Design/Builder further represents and warrants that before Design/Builder assigns any employee to the Work at Owner's facility, that Design/Builder's employee shall be trained in accordance with applicable Confined Spaces procedures and all such training complies with the OSHA Standard for Confined Spaces (29 CFR section 191 0.146), and any applicable state and local safety regulations.

7. For projects requiring a Lockout/Tagout program, Design/Builder represents and warrants that it has a Lockout/Tagout Program that complies with all applicable requirements of the OSHA Standard for Control of Hazardous Energy (29 CFR section 1910.147), and any applicable state and local safety regulations. Design/Builder further represents and warrants that before Design/Builder assigns any employee to the Work at Owner's facility, that Design/Builder's employee shall be trained in accordance with applicable Lockout/Tagout procedures and all such training shall comply with the OSHA Standard for Control of Hazardous Energy (29 CFR section 1910.14 7), and any applicable state and local safety regulations.

F. Use of Roadways and Walkways. Design/Builder shall not unnecessarily interfere with use of any roadway, walkway or other facility for vehicular or pedestrian traffic. Before beginning any interference and only with Owner's prior concurrence, Design/Builder may provide detour or temporary bridge for traffic to pass around or over the interference, which Design/Builder shall maintain in satisfactory condition as long as interference continues. Unless otherwise provided in the Contract Documents, Design/Builder shall bear the cost of these temporary facilities.

G. Equal Employment Opportunity. In connection with the performance of Work under this Contract:

1. Design/Builder will provide services without discrimination on account of race, sex, color, religion, national origin, age, physical or mental disability, or veteran's status. Design/Builder recognizes that as a governmental Design/Builder and Owner are subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action which also may be applicable to Construction General Contractor, Construction Subcontractors, and Subcontractors. Design/Builder, therefore, agrees that any and all applicable equal opportunity and affirmative action clauses shall be incorporated herein as required by federal laws, executive orders, and regulations.

2. In the event of Design/Builder's noncompliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and Design/Builder may be declared

ineligible for further federal government contracts or federally assisted contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

3. Design/Builder shall include the provisions of Paragraphs G. l and G.2 in every agreement with a Construction General Contractor, Construction Subcontractors, Subcontractors, or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Construction General Contractor, Construction Subcontractors, Subcontractors, or vendor. Design/Builder shall take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event Design/Builder becomes involved in, or is threatened with, litigation with a Construction General Contractor, Construction Subcontractors, Subcontractors or vendor as a result of such direction by the administering agency, Design/Builder may request the United States to enter into such litigation to protect the interest of the United States.

H. Union Labor. Construction Subcontractors, Subcontractors, and their sub-tiers and assigns, shall be signatories and/or subject to the appropriate and governing union labor agreements for the locale of the Project, including but not limited to, union agreements covering the major trades, carpenters and any other union having jurisdiction over the Work, the Master Labor Agreements of the local Unions affiliated with the Building and Construction Trades Department (AFL-CIO) or other building trades Unions within the meaning of the National Labor Relation Act (collectively "Building Trades Unions") having jurisdiction over the work performed under the Contract ("Covered Work"). Said requirements shall apply to all trade work performed at the Project Site and to the manufacturing of cabinetry and pre-cast concrete panels offsite that are installed at the Project Site unless said requirements are contrary to any applicable State or Federal laws. Design/Builder, Construction General Contractor, Construction Subcontractors, and its Subcontractors agree that all jurisdictional disputes arising during the course of the Covered Work between Building Trade Unions that have or are claiming to have jurisdiction over the work and are subject to the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry Including Procedural Rules and Regulations shall be settled in accordance with those procedures. Design/Builder, Construction General Contractor, Construction Subcontractors, Subcontractors, their sub-tiers and assigns, agree that Owner shall not be responsible to compensate Design/Builder, Construction General Contractor, Construction Subcontractors, and Subcontractors, their sub-tiers and

assigns for any increase in costs resulting from non-compliance with this Section. Any Design/Builder self-performed construction work shall be performed with union labor meeting the requirements of this paragraph. Design/Builder shall adopt and implement reasonable policies and practices designed to avoid work stoppage, slow downs, disputes and strikes. Should there be any labor disputes, strikes, and/or picketing at the site (including any picketing directed at Owner), Design/Builder shall establish a reserved gate, give appropriate notice to all necessary parties and take other necessary action, and Design/Builder shall continue the performance of its Work without delay. Design/Builder, Construction General Contractor, Construction Subcontractors, and Subcontractors, or any applicable Subcontractor shall not be entitled to any adjustment of the Contract Sum or Contract Time or other additional payments as a result of any Project specific labor dispute involving their own forces and labor practices and shall be responsible to pay, and shall indemnify Owner against, any increased costs to the Work, such as delay costs, telegrams, and other special communications, special entrances or private security guards, resulting from any labor dispute involving Design/Builder's, Construction General Contractor's, Construction Subcontractors', or any Subcontractors' own forces.

I. Fair Labor Standards Certification. Design/Builder shall give a certification in the following words or words substantially equivalent thereto, which will appear on invoices or other documents as required by Owner. "We hereby certify that goods covered by this invoice, or other documents, were produced in compliance with all applicable requirements of the Fair Labor Standards Act as amended, including Sections 206 (Minimum Wage), 207 (Maximum Hours), and 212 (Child Labor Provisions) thereof and of the regulations and orders of the U. S. Department of Labor."

J. Environmental Controls. Design/Builder shall comply with all rules, regulations, ordinances, and statutes that apply to any work performed under the Contract Documents including, without limitation, any applicable toxic, water and soil pollution controls and air pollution controls. Design/Builder shall be responsible for insuring that Design/Builder's employees, Construction General Contractor, Construction Subcontractors, and Subcontractors and the public are protected from exposure to airborne hazards or contaminated water, soil or other toxic materials used during or generated by activities on the Site or associated with the Project.

K. Shoring Safety Plan

1. At least five Days in advance of excavating any trench five feet or more in depth, Design/Builder shall submit to Owner a detailed plan showing the shoring, bracing and sloping design and other provisions to be made for worker protection from the hazard of caving ground during the excavation, as required by Labor Code Section 6705. A civil or structural engineer registered in California shall prepare and sign any plan that varies from the

shoring system standards established by the State Construction Safety Orders.

2. During the course of Work, Design/Builder shall be responsible for determining where sloping, shoring, and/or bracing is necessary and the adequacy of the design, installation, and maintenance of all shoring and bracing for all excavation, including any excavation less than five feet in depth. Design/Builder will be solely responsible for any damage or injuries that may result from excavating or trenching. Owner's acceptance of any drawings showing the shoring or bracing design or work schedule shall not relieve Design/Builder of its responsibilities under this subparagraph.

3. Cal/OSHA Permit: Design/Builder shall comply with Labor Code 6500 and shall obtain, as applicable, a permit as required by Cal/OSHA for each of the following:

   (a) Construction of trenches or excavations that are five feet or more in depth and into which a person is required to descend.

   (b) Construction or demolition of any building, structure, or scaffolding for falsework more than three stories high, or the equivalent height (36 feet).

   (c) Erection or dismantling of vertical shoring systems more than three stories high, or the equivalent height (36 feet). The underground use of diesel engines in mines or tunnels.

END OF DOCUMENT

DOCUMENT 00 73 00

SUPPLEMENTARY CONDITIONS

[*Add as required based on scope of work*]

END OF DOCUMENT

DOCUMENT 00 73 16

INSURANCE REQUIREMENTS

I. GENERAL

Before commencing any Work under the Contract Documents, including but not limited to any Phase One Services, Design/Builder shall furnish to Owner satisfactory proof that Design/Builder has in force continuously for the entire period covered by this Contract the following classes of insurance in the form and with limits specified below.

If the Design/Builder fails to maintain in force at all times the coverages required under the Contract Documents, Owner may declare the Design/Builder in default as provided in these Contract Documents.

II. REQUIRED INSURANCE COVERAGES

A. **Commercial General Liability Insurance**. Design/Builder shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than five million dollars ($5,000,000) per occurrence and ten million dollars ($10,000,000) aggregate for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse and underground property damage hazards.

1. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Design/Builder may use a combination of a general liability policy and excess liability policies to achieve the required coverage limits. In the event such combination is used, the primary insurance policy shall have coverage of not less than $5,000,000 per occurrence. All excess policies must be issued on a “following form” basis to the primary coverage.

3. Design/Builder’s general liability policies shall be primary and shall not seek contribution from Owner’s coverage and be endorsed using Insurance Services Office form CG 20 10 or equivalent to provide that Owner and its officers, officials, employees, and agents shall be additional insureds under such policies.

4. All policies must include endorsements providing completed operations coverage for the additional insured as broad as CG 20 10 (11/85). All coverage and limits available to the named insured under the policy or policies must be available and applicable to any additional insureds.

B. **Business Auto Insurance**. Design/Builder shall maintain automotive liability insurance covering all owned, non-owned, and hired vehicles on and off-site. Such insurance shall provide coverage not less than the standard ISO Comprehensive Automobile Liability policy (CA 00 01, CA 00 05, CA 00 12, CA 00 20), with limits not less than $5,000,000 each accident and $5,000,000 each occurrence for claims subject to the Motor Carrier Act of 1980.

1. If the Work involves transportation of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Design/Builder shall provide pollution auto coverage equivalent to that provided under the ISO pollution liability-broaden coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached.

2. Design/Builder may use a combination of an automotive liability insurance policy and excess liability policies to achieve the required coverage limits. In the event such combination is used, the primary insurance policy shall have coverage of not less than $1,000,000 per occurrence.

3. Any statutorily required "No-Fault" benefits and uninsured/underinsured motorists coverage must be included.

C. **Worker's Compensation and Employers Liability Insurance**. Design/Builder shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars ($1,000,000). Design/Builder shall submit to Owner, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Owner, its officers, agents, employees, and volunteers. If there is an exposure or injury to Design/Builder's employees under the US Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for all such injuries or claims.

D. **Design/Builders Pollution Legal Liability Insurance** covering claims for bodily injury, property damage, including mold and loss of use of damage property or of property that has not been physically injured or destroyed; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims; all in connection with any pollution conditions arising from Design/Builder's operations or completed operations, performed by or on behalf of Design/Builder. The policy shall specifically provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites. Completed operations coverage will remain in effect for no less than 5 years after substantial completion of the work. Such coverage shall be written on an occurrence basis and shall apply to sudden and non-sudden pollution conditions and shall be placed with an insurer and in a form acceptable to Owner. If any pollution liability coverages cannot be obtained on an occurrence form, after using best efforts to do so, such coverages may be

provided on a claims-made basis. The pollution legal liability policy shall be dedicated solely to the specific Project described in the Contract Documents, and shall have limits not less than $1,000,000 million per occurrence and $2,000,000 in the aggregate. Any self-insured retention shall be selected by Owner pursuant to Section 9 of this Document 00 73 16.

E. **Builder's Risk**. Upon commencement of construction and with approval of Owner, Design/Builder shall obtain and maintain Builder's Risk/Course of Construction insurance. Policy shall be provided for replacement value on an "all-risk" basis. Owner shall be named as Loss Payee on the policy and there shall be no coinsurance penalty provision in any such policy. Policy must include: (1) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures, and all other properties constituting a part of the project; (2) coverage with limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site. Such insurance shall be on a form acceptable to Owner to ensure adequacy of terms and limits. Design/Builder shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to Owner.

F. **Professional Liability.** Design/Builder shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of five million dollars ($5,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Design/Builder agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

G. If any aircraft are to be used in the performance of the work, Design/Builder shall provide **Aircraft Liability Insurance** (including owned and non-owned) with the following minimum limits: Bodily Injury – $10 million each occurrence, $2 million each person; Property Damage – $10 million each occurrence.

H. All policies of insurance shall be placed with insurers acceptable to Owner. The insurance underwriter(s) must be duly licensed to do business in the State of California and (other than for Worker's Compensation) must have a rating of A-VII or better in the most recent edition of Best's Insurance Reports or otherwise satisfactory to Owner. Required minimum amounts of insurance may be increased should conditions of Work, in the sole opinion of Owner, warrant such increase. Design/Builder shall increase required insurance amounts upon direction by Owner and Design/Builder shall proceed under Document 01 26 00 (Contract Modification Procedures) with respect to any actual cost increase for required insurance amounts.

III. CERTIFICATES OF INSURANCE

A. Design/Builder shall furnish Owner with certificates of insurance completed by a duly authorized representative evidencing coverage required under Section I of this Document 00 73 16. Such certificates shall be delivered to Owner before any Work hereunder is commenced by Design/Builder and annually thereafter on or before the policy effective dates of Design/Builder's general liability insurance policy, and shall provide that no coverage under the policy shall be terminated, canceled or materially modified unless and until at least thirty (30) days prior written notice has been given to Owner, and ten (10) days' notice for non-payment. Design/Builder shall inform Owner in writing thirty (30) days prior to terminating or materially modifying coverage required in this Document 00 73 16.

B. Failure of Owner to demand such certificate or other evidence of full compliance with these insurance requirements, or failure of Owner to identify a deficiency from evidence provided will not be construed as a waiver of the Design/Builder's obligation to maintain such insurance.

C. Owner's acceptance of delivery of any certificate of insurance evidencing the required coverages and limits does not constitute approval or agreement by Owner that the insurance requirements have been met or that the insurance policy shown in the certificates of insurance are in compliance with the requirements.

D. Owner has the right, but not the obligation, of prohibiting Design/Builder, the Construction General Contractor, Construction Subcontractors, and any Subcontractors from entering the Project site until Owner receives all certificates or other evidence that insurance has been placed in complete compliance with these requirements.

E. If any of the coverages are required to remain in force after Substantial Completion, Design/Builder shall submit an additional certificate evidencing continuation of such coverage with its final billing and at each subsequent renewal of Design/Builder's insurance.

IV. REQUIRED ENDORSEMENTS.

A. Except as provided below, the policies required under of this Document 00 73 16 shall be endorsed, in a form and manner acceptable to Owner, providing as follows:

1. Except with regard to the Professional Liability, Worker's Compensation and Employer's Liability Insurance, Owner and its Board, employees, representatives, consultants, and agents, shall be named as additional insureds, but only with respect to liability arising out of the activities of the named insured. Such additional insured endorsement for Commercial General Liability and excess/umbrella coverages shall be equivalent to ISO form GC 20 10 07 04, together with ISO form GC 20 37 07 04. The additional insured requirement for Commercial General Liability and

excess/umbrella coverages is for the duration of this Agreement and an additional ten (10) years following Substantial Completion of the Work.

2. Except with regard to the Worker's Compensation and Employer's Liability insurance, each policy, including additional insured coverages, shall be primary and no other insurance or self-insured retention carried or held by Owner shall be called upon to contribute to a loss covered by insurance for the named insured.

3. The insurance carriers waive their rights of subrogation against Owner and all additional insureds, as well as other insurance carriers for the Work.

4. Declarations pages required. Design/Builder or its insurance broker shall submit a copy of the declarations page for each policy. The page shall include the name of the carrier, policy number, the types of coverages and limits, the effective dates of the policy, and the broker's name and license number.

B. Certificates of Insurance and Endorsements shall have clearly typed thereon Owner's name and title of the Contract Documents. Written notice of cancellation, non-renewal, or reduction in coverage of any policy shall be mailed to Owner at the address listed at the top of this Document 00 73 16, 30 days in advance of the effective date of the cancellation, non-renewal, or reduction in coverage, and ten (10) days for notice of non-payment. Design/Builder shall maintain insurance in full force and effect during entire period of performance of this Agreement, and such additional periods as required in this Document 00 73 16. At the time of making an application for extension of the Time for Completion, and during all periods exceeding the Time for Completion resulting from any cause, Design/Builder shall submit evidence that insurance policies will be in effect during the requested additional period of time. Upon Owner's written request, Design/Builder shall submit to Owner, within 10 days, copies of the actual insurance policies or renewals or replacements.

V. PROVISIONS APPLICABLE TO ALL POLICIES

A. **Insurance Primary**. All limits and coverage is required of the Design/Builder in this Document 00 73 16 shall be primary over any insurance or self-insurance program carried by Owner and the additional insureds.

B. **Joint ventures**. If the Design/Builder is a joint venture involving two or more entities, each independent entity will satisfy the limits and coverage is specified in this Document 00 73 16 or the joint venture will be named insured under each policy specified.

C. **Waiver of Right to Recovery Including Subrogation**. Design/Builder hereby waives all its rights of recovery and shall require all insurance policies in any way related to the Work secured and maintained by the Design/Builder to include

clauses stating each insurer will waive all rights of recovery, under subrogation or otherwise, against Owner and all tiers of contractors or consultants engaged directly by Owner. Design/Builder and the Construction General Contractor will require all tiers of Construction Subcontractors Subcontractors, vendors and suppliers, by appropriate written agreements, to provide similar waivers each in favor of all parties enumerated in this paragraph.

D. **Cooperation**. Design/Builder shall fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the required policies, in all areas of safety, insurance program administration, claim reporting and investigating, and audit procedures.

E. **Quotes for Project Specific Coverages and Self-insured Retentions**. If Requested by Owner, Design/Builder shall obtain quotes for the Project specific Commercial General Liability, Pollution Legal Liability and umbrella/excess coverages to be procured for the Project on an open book basis, and with self-insured retention amounts requested by Owner. Design/Builder shall also cooperate with Owner in obtaining quotes for such policies through brokers jointly suggested by Design/Builder in Owner.

F. **Deductibles and Self-Insured Retentions**. None of the insurance required of this Document 00 73 16 shall be subject to any deductibles or self-insured retention without Owner's written approval, and Owner shall select the self-insured retention amounts of the Project specific Commercial General Liability, Pollution Legal Liability and umbrella/excess coverages to be procured for the Project after reviewing quotes for these coverages. Pricing of insurance shall be net-of-cost of such insurance procured hereunder, less value (if any) in Design/Builder's bid for self-insurance or reduced bonding costs resulting from placement of such insurance.

G. If injury occurs to any employee of Design/Builder, Construction General Contractor, Construction Subcontractors, Subcontractors, or sub-subcontractor for which the employee, or the employee's dependents in the event of the employee's death, is entitled to compensation from Owner under provisions of the Worker's Compensation Insurance and Safety Act, as amended, or for which compensation of any kind is claimed from Owner, Owner may retain out of sums due Design/Builder under the Contract Documents, an amount sufficient to cover such compensation, as fixed by the Act, as amended, until such compensation is paid, or until it is determined that no compensation is due. If Owner is compelled to pay compensation, Owner may, in its discretion, either deduct and retain from the Contract Price the amount so paid, or require Design/Builder to reimburse Owner.

H. Nothing in this Document 00 73 16 shall be construed as limiting in any way the extent to which Design/Builder, Construction General Contractor, or any Construction Subcontractor or Subcontractor may be held responsible for payment damages resulting from their operations. Design/Builder's obligations to

procure insurance are separate and independent of, and shall not limit Design/Builder's contractual indemnity and defense obligations. Owner does not represent that coverages and limits required in this contract will necessarily be adequate to protect the Design/Builder.

I. Except for Worker's Compensation coverages, Design/Builder shall by appropriate written agreements flow-down the additional insured coverage, certificate, endorsement, waiver of subrogation, and all other requirements of this Document 00 73 16 to Construction General Contractor and all tiers of Construction Subcontractors and Subcontractors for all insurance required of such subcontractors by Design/Builder for the work.

J. Design/Builder shall pay all insurance premiums including any charges for required waivers of subrogation or the endorsement of additional insureds. If Design/Builder fails to maintain insurance, Owner may take out comparable insurance, and deduct and retain amount of premium from any sums due Design/Builder under the Contract Documents. If the aggregate limits on any Design/Builder's insurance policy are no longer available, Design/Builder must notify Owner and immediately, at Design/Builder's expense, purchase replacement coverage to meet the insurance requirements as specified in this Document 00 73 16. Alternatively, the Design/Builder's failure to maintain the required insurance shall be grounds for a termination for default in accordance with the Contract Documents.

END OF DOCUMENT

DOCUMENT 00 73 49

SKILLED AND TRAINED WORKFORCE REQUIREMENTS

I. COMMITMENT TO USE OF A SKILLED AND TRAINED WORKFORCE

This Project is subject to the requirements of Public Contract Code sections 22185 et. seq. and 2600 et. seq. There is no Project Labor Agreement covering this Project. Pursuant to Public Contract Code section 22185(b)(1), a design-build entity shall not be evaluated for selection unless the entity provides an enforceable commitment to the local agency that the entity and its general contractor(s) and subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades, in accordance with Chapter 2.9 (commencing with Section 2600) of Part 1 of the Public Contract Code. By executing the Agreement, Design/Builder, agrees, represents and warrants that:

A. Design/Builder shall comply fully with the requirements of Public Contract Code section 2600 et. seq. and the requirements of this Document 00 73 49.

B. Design/Builder shall cause all general contractor(s)s or subcontractors at every tier to comply fully with the requirements of Public Contract Code section 2600 et. seq. and the requirements of this Document 00 73 49.

C. Design/Builder shall provide to Owner, on a monthly basis while the project or contract is being performed, a report demonstrating compliance with this Public Contract Code section 2600 et. seq. and the requirements of this Document 00 73 49.

D. Design/Builder acknowledges and agrees that Design/Builder's failure to comply with the requirements of Public Contract Code section 2600 et. seq. and the requirements of this Document 00 73 49 are material.

E. If Design/Builder fails to provide the monthly report required by this section, or provides a report that is incomplete, Owner shall withhold further payments until a complete report is provided.

F. If a monthly report does not demonstrate compliance with Public Contract Code section 2600 et. seq. and the requirements of this Document 00 73 49, Owner shall withhold further payments until the Design/Builder provides a plan to achieve substantial compliance with Public Contract Code section 2600 et. seq. and the requirements of this Document 00 73 49, with respect to the relevant apprenticeable occupation, prior to completion of the Project.

II. DEFINITIONS

A. "Apprenticeable occupation" means an occupation for which the Chief of the Division of Apprenticeship Standards of the Department of Industrial Relations had approved an apprenticeship program pursuant to Section 3075 of the Labor Code before January 1, 2014.

B. "Chief" means the Chief of the Division of Apprenticeship Standards of the Department of Industrial Relations.

C. "Graduate of an apprenticeship program" means either of the following:

1. An individual that has been issued a certificate of completion under the authority of the California Apprenticeship Council for completing an apprenticeship program approved by the chief pursuant to Section 3075 of the Labor Code.

2. An individual that has completed an apprenticeship program located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor.

D. "Skilled and trained workforce" means a workforce that meets all of the following conditions:

1. All the workers performing work in an apprenticeable occupation in the building and construction trades are either skilled journeypersons or apprentices registered in an apprenticeship program approved by the chief.

2. For work performed on or after:

(a) January 1, 2017, at least 30 percent of the skilled journeypersons employed to perform work on the contract or project by every contractor and each of its general contractors and subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation. This requirement shall not apply to work performed in the occupation of teamster.

(b) For work performed on or after January 1, 2018, at least 40 percent of the skilled journeypersons employed to perform work on the contract or project by every contractor and each of its general contractors and subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation. This requirement shall not apply to work performed in the following occupations: acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, teamster, terrazzo worker or finisher, and tile layer, setter, or finisher.

(c) For work performed on or after January 1, 2019, at least 50 percent of the skilled journeypersons employed to perform work on the contract or project by every contractor and each of its general contractors and subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation. This requirement shall not apply to work performed in the following occupations: acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, teamster, terrazzo worker or finisher, and tile layer, setter, or finisher.

(d) For work performed on or after January 1, 2020, at least 60 percent of the skilled journeypersons employed to perform work on the contract or project by every contractor and each of its general contractors and subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation. This requirement shall not apply to work performed in the following occupations: acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, teamster, terrazzo worker or finisher, and tile layer, setter, or finisher.

3. For an apprenticeable occupation in which no apprenticeship program had been approved by the chief before January 1, 1995, up to one-half of the graduation percentage requirements of paragraph (2) may be satisfied by skilled journeypersons who commenced working in the apprenticeable occupation before the chief's approval of an apprenticeship program for that occupation in Owner in which the project is located.

4. The apprenticeship graduation percentage requirements of paragraph (2) are satisfied if, in a particular calendar month, either of the following is true:

(a) At least the required percentage of the skilled journeypersons employed by the general contractor or subcontractor to perform work on the contract or project meet the graduation percentage requirement.

(b) For the hours of work performed by skilled journeypersons employed by the general contractor or subcontractor on the contract or project, the percentage of hours performed by skilled journeypersons who met the graduation requirement is at least equal to the required graduation percentage.

5. The general contractor or subcontractor need not meet the apprenticeship graduation requirements of paragraph (2) if, during the calendar month, the general contractor or subcontractor employs skilled journeypersons to perform fewer than 10 hours of work on the contract or project.

6. A general contractor or subcontractor need not meet the apprenticeship graduation requirements of paragraph (2) if both of the following requirements are met:

   (a) The general contractor or subcontractor was not a listed subcontractor under Section 4104 or a substitute for a listed subcontractor.

   (b) The subcontract does not exceed one-half of 1 percent of the price of the prime contract.

E. "Skilled journeyperson" means a worker who either:

1. Graduated from an apprenticeship program for the applicable occupation that was approved by the chief or located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor.

2. Has at least as many hours of on-the-job experience in the applicable occupation as would be required to graduate from an apprenticeship program for the applicable occupation that is approved by the chief.

END OF DOCUMENT

DOCUMENT 00 73 83

CLAIMS AND DISPUTE RESOLUTION

I. SCOPE

A. The claim notice and documentation procedure described in this Document applies to all claims and disputes arising under the Contract Documents, including without limitation any claim or dispute by any Construction General Contractor, Construction Subcontractors, Subcontractors, or material supplier, and any claims arising under tort law as well as contract law. All Construction General Contractor, Construction Subcontractors, Subcontractor, and supplier claims of any type shall be brought only through Design/Builder as provided in this Document. Under no circumstances shall any Construction General Contractor, Construction Subcontractors, Subcontractors or supplier make any direct claim against Owner.

B. "Claim" means a written demand or written assertion by Design/Builder seeking, as a matter of right, the payment of money or the adjustment of time, the adjustment or interpretation of Contract Documents terms, or other relief arising under or relating to Contract Documents. In order to qualify as a "Claim," the written demand must state that it is a Claim submitted under this Document. A voucher, invoice, proposed change, Application for Payment, cost proposal, RFI, Contract Modification request, or other routine or authorized form of request for payment is not a claim under the Contract Documents. If such request is disputed as to liability or amount, then the disputed portion of the submission may be converted to a Claim under the Contract Documents by submitting a separate notice and claim in compliance with claim submission requirements herein.

C. The provisions of this Document 00 73 83 constitute an administrative non-judicial claim settlement procedure, and also step one in a two-step claim presentment procedure by agreement under Section 930.2 of the California Government Code. Specifically, step on is compliance with this contract claims procedure and the filing and administration of timely contract claims in accordance with the Contract Documents. Step two is filing a timely Government Code claim under Section 910 of the California Government Code. Any claims filed under Section 910 of the California Government Code shall be presented in accordance with the Government Code and shall affirmatively indicate Design/Builder's prior compliance with the claims procedure herein and previous dispositions under this Document.

D. The provisions of this Document shall survive termination, breach or completion of the Contract Documents. Design/Builder shall bear all costs incurred in the preparation and submission of a Claim.

E. Procedure

1. Disputed Work. Should any clarification, determination, action or inaction by Owner, any Owner Representative, Work, third party, or any other event whatsoever, in the opinion of Design/Builder, exceed the requirements of or not comply with Contract Documents in any way, or otherwise result in Design/Builder seeking additional compensation in time or money or damages for any reason (collectively "Disputed Work"), then Design/Builder shall so notify Owner. Design/Builder and Owner shall make good faith attempts to resolve informally any and all such issues, claims and/or disputes.

2. Duty to Work During Disputes. Notwithstanding any dispute or Disputed Work, Design/Builder shall continue to prosecute the Work and the Disputed Work in accordance with the determinations of Owner. Design/Builder's sole remedy for Disputed Work is to pursue the remedies in this Document and follow the determinations of Owner.

3. Timely Notice and Review of Disputed Work Required. Before commencing any Disputed Work, or within ten (10) Days after Design/Builder's first knowledge of the Disputed Work, whichever is earlier, Design/Builder shall file a written notice (and within 20 days thereafter, a preliminary cost proposal) for the Disputed Work with Owner stating clearly and in detail its objection and reasons for contending the Disputed Work is outside or in breach of the requirements of Contract Documents. The written notice must identify the Construction General Contractor, Construction Subcontractors, Subcontractors, vendors, suppliers effected, if any, sufficient for Owner to visit the site to inspect the work and/or conduct a telephonic interview of the persons involved, and/or to photograph the work in question; and Design/Builder is encouraged to supply digital photographs by email if possible. The preliminary cost proposal must provide a good faith preliminary estimate of the labor (workers, crews), equipment and/or materials involved, and a corresponding good faith preliminary estimate of cost. If a written notice and preliminary cost proposal for Disputed Work is not issued within this time period, or if Design/Builder proceeds with the Disputed Work without first having given the notice of the Disputed Work, Design/Builder shall waive its rights to further claim on the specific issue.

    (a) The written notice must identify the Construction General Contractor, Construction Subcontractors, Subcontractors, vendors, suppliers effected, if any, sufficient for Owner to visit the site to inspect the work and/or conduct a telephonic interview of the persons involved, and/or to photograph the work in question; and Design/Builder is encouraged to supply digital photographs by email if possible and provide Owner with contract information for all involved Construction General Contractor, Construction

Subcontractors, Subcontractors, and suppliers of any tier, to facilitate prompt “in person“ review at the next job site meeting;

(b) The preliminary cost proposal must provide a good faith preliminary estimate of the labor (workers, crews), equipment and/or materials involved, and a corresponding good faith preliminary estimate of cost. The preliminary cost proposal shall indicate the anticipated number of days of delay, if any, the Design/Builder expects to the critical path of the Project. Reasonable estimates of the potential time impact are required and notations such as “TBD” or “to be determined” are not acceptable.

(c) The written notice and preliminary cost proposal for Disputed Work must be placed, by Design/Builder, as a specific discussion item on the Agenda for the next weekly meeting, where both Owner and Design/Builder shall then make a good-faith effort to review the Disputed Work, involving all Construction General Contractor, Construction Subcontractors, Subcontractors, vendors, and other involved parties.

(d) If discussions at the weekly meeting do not resolve the Disputed Work, then Design/Builder shall update its written notice and preliminary cost proposal based upon the discussions at the weekly meeting, and shall calendar the matter for from discussion at the project executive level to occur within 10 days of the weekly meeting.

(e) If the initially required written notice and preliminary cost proposal for Disputed Work is not issued within the time period required herein, or if Design/Builder proceeds with the Disputed Work without first having given the notice of the Disputed Work, Design/Builder shall be deemed to have waived its rights to further claim on the specific issue.

4. Timely Notice of Potential Claims Required. Owner will review Design/Builder’s timely notice and preliminary cost proposal for Disputed Work at the Project executive level, and provide a decision. If, after receiving the decision, Design/Builder disagrees with it or still considers the Work required of it to be outside of the requirements of Contract Documents, then Design/Builder shall so notify Owner, in writing, within ten (10) Days after receiving the decision, by submitting a notice of potential claim, stating that a formal claim will be issued. (If Owner should fail to act or provide a decision on a notice and preliminary cost proposal within thirty (30) days, then Design/Builder shall submit a notice of potential claim within ten days following the thirtieth (30th) day, i.e., or by the 40th day following the notice and preliminary cost proposal.) In all

cases, Design/Builder shall continue to prosecute the Disputed Work to completion.

5. Quarterly Claims Required. At the end of each calendar year quarter (March 31, June 30, September 30 and December 31) of each year, for each and every notice of potential claim that Design/Builder may have submitted in that quarter, Design/Builder shall submit a formal claim in the form specified herein. Design/Builder may file a single consolidated claim each quarter, or may file separate claims each quarter, as Design/Builder sees fit, provided Design/Builder complies with the requirements below. (Design/Builder may defer until the next reporting period the filing of a formal claim for any notices of potential claim timely issued within the last 15 days of the prior quarter.) The formal claim(s) shall include all arguments, justification, cost or estimates, schedule analysis, and detailed documentation supporting Design/Builder's position, for each notice of potential claim that Design/Builder intends to pursue as a formal claim (further described below).

6. Claim Updates Required. If Disputed Work persists longer than a single calendar quarter, then Design/Builder shall, every quarter until the Disputed Work ceases, submit to Owner a document titled "Claim Update" that shall update and quantify all elements of the claim as completely as possible. Design/Builder's failure to submit a Claim Update or to quantify costs every quarter shall result in waiver of the claim for that period. Claims or Claim Updates stating that damages, total damages (direct and indirect), schedule impact and/or any time extension will be determined at a later date shall not comply with this subparagraph and shall result in Design/Builder waiving its claim(s). Design/Builder shall also maintain a continuing "claims log" that shall list all outstanding claims and their value, and provide such log to Owner quarterly.

7. Claim Negotiations required. Upon receipt of Design/Builder's formal claim(s) including all arguments, justifications, cost or estimates, schedule analysis, and documentation supporting its position as required herein, Owner or its designee will review the claim and the Parties shall proceed as follows:

   (a) Upon receipt of a claim pursuant to this Document, Owner shall conduct a reasonable review of the Claim and, within a period not to exceed 45 days, and shall provide the Design/Builder with a written statement identifying what portion of the Claim is disputed and what portion is undisputed.

   (b) Upon receipt of a Claim, and at any time prior to the expiration of the 45-day period, Owner and the Design/Builder may, by mutual agreement, extend the time 45-day time period.

(c) Design/Builder shall furnish Owner with reasonable documentation in support of each and every Claim.

(d) If Owner requires approval from its Governing Body to provide the Design/Builder with a written statement identifying the disputed portion and the undisputed portion of the claim, and the Governing Body does not meet within the 45-day time period, or, within the mutually agreed upon extension of time (if any), Owner shall have up to three days following the next duly publicly noticed meeting of its Governing Body after the 45-day period, or extension (if any), expires to provide the Design/Builder with a written statement identifying the disputed portion and the undisputed portion of the Claim.

(e) Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after Owner issues its written statement. Amounts not paid in a timely manner as required by this Section I shall bear interest at 7 percent per annum.

(f) Failure by Owner to respond to a Claim within the time periods described in this Document or to otherwise meet the time requirements of this Document shall result in the Claim being deemed rejected in its entirety. A claim that is denied by reason of Owner's failure to have responded to a Claim, or its failure to otherwise meet the time requirements of this Document, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the Design/Builder.

8. 'Meet and Confer' Conference; Mediation

(a) If the Design/Builder disputes Owner's written response, or if Owner fails to respond to a Claim issued pursuant to Section I.B within the time periods prescribed, the Design/Builder may demand in writing an informal conference to meet and confer for settlement of the issues in dispute.

(b) Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, Owner shall schedule a meet and confer conference within 30 days for settlement of the dispute, or as soon as reasonably practical based on the schedules of necessary parties if the conference cannot be set within the 30 day time period.

(c) Within ten (10) business days following the conclusion of any meet and confer conference, if the Claim or any portion of the Claim remains in dispute, Owner shall provide the Design/Builder

with a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed.

(i) Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the public entity issues its written statement. Amounts not paid in a timely manner as required by this Section I shall bear interest at 7 percent per annum.

(ii) Any disputed portion of the Claim, as identified by the Design-Builder in writing, shall be submitted to nonbinding mediation, with Owner and the Design/Builder sharing the associated costs equally.

(iii) Owner and Design/Builder shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing by the Design/Builder.

(iv) If Owner and the Design/Builder cannot agree upon a mediator, each party shall select one mediator of their choice, and those two 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. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to applicable procedures outside this section.

(v) In order to allow Design/Builder and Owner to focus their efforts on Project completion, the mediation procedure in this Section 8.c shall take place no earlier than the date of Final Completion of the Project. The mediation shall include all Claims.

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

F. Claim Format

1. Design/Builder shall submit the formal claim(s) with a cover letter and certification of the accuracy of the formal claim.

2. The formal claim(s) shall list separately each notice of potential claim that Design/Builder intends to pursue as a formal claim(s), and for each such item separately, Design/Builder shall provide the following:

   (a) Summary of the claim, including underlying facts, entitlement, schedule analysis, quantum calculations, contract provisions supporting relief;

   (b) List of documents relating to claim including Specifications, Drawings, clarifications/requests for information, schedules, notices of delay, and any others;

   (c) Chronology of events and correspondence;

   (d) Analysis of claim merit;

   (e) Analysis of claim cost; and

   (f) Attach supporting cost and schedule documents as required in this Article and elsewhere in the Contract Documents (e.g., Section 01 32 00, Progress Schedules and Reports).

3. For each notice of potential claim that Design/Builder intends to pursue as a formal claim, Design/Builder shall establish in the formal claim a direct causal link between the separate item of cost/time requested, the separate notices of potential claim timely issued, and the specific changed Work asserted. Total cost claims shall not be allowed.

4. Claims shall be calculated in the same manner as Contract Modifications per Section 01 26 00 (Contract Modification Procedures). EXCEPT WHERE PROVIDED BY LAW OWNER, OR ELSEWHERE IN THESE CONTRACT DOCUMENTS (IF APPLICABLE), OWNER SHALL NOT BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES, AND DESIGN/BUILDER SHALL NOT INCLUDE THEM IN ITS CLAIMS. DESIGN/BUILDER SHALL BE LIMITED IN ITS RECOVERY ON CLAIMS TO THE CONTRACT MODIFICATION CALCULATIONS SET FORTH IN SECTION 012600 (CONTRACT MODIFICATION PROCEDURES), WHICH SHALL NOT BE CONSTRUED TO INCLUDE SPECIAL OR CONSEQUENTIAL DAMAGES.

G. Construction General Contractor, Construction Subcontractor, and Subcontractor Claims. Design/Builder shall present as its claims all Construction General Contractor, Construction Subcontractors, Subcontractor, sub-Subcontractor and supplier claims of any type, and prove them under the terms of the Contract Documents. Owner shall not be directly liable to the Construction General Contractor, Construction Subcontractors, Subcontractors, any supplier, or any other person or organization, or to any surety for or employee or agent of any of

them, for damages or extra costs of any type arising out of or resulting from the Project.

H. Waiver

1. If Design/Builder fails to comply with this Document as to any claim, then Design/Builder shall waive its rights to such claim.

2. All claim(s), Disputed Work items or issue(s) not raised in a timely notice, timely notice of potential claim and then timely claim submitted under this Document, may not be asserted in any subsequent claim, litigation or legal action.

3. Design/Builder may request an extension of time to comply with the claims procedure herein, but must do so in advance of time periods expiring and Owner must give its approval in writing (which approval may be withheld in Owner discretion.) As to any other feature of the claim procedure herein (and its claims waiver feature), it may not be waived or altered absent a written Contract Modification signed by both parties and approved as to form by their legal counsel.

4. Owner shall not be deemed to waive or alter any provision under this Document, if at Owner's sole discretion, a claim is administered in a manner not in accord with this Document.

5. Upon receipt of a Claim, Owner and the Design/Builder may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action, and;

6. Owner may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this Section I, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

II. CLAIMS FOR $375,000 OR LESS

A. For any Claim by the Design/Builder against Owner for an amount equal to or less than $375,000, the following provisions shall apply. The term "Claim" shall have the same meaning as set forth in Section I.B of this Document.

B. For any Claim subject to this Section II, the following requirements shall apply:

1. The Claim shall be in writing and include the documents necessary to substantiate the Claim. Claims must be filed on or before the date of final payment. Nothing in this Section II is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

2. For Claims of less than fifty thousand dollars ($50,000), Owner shall respond in writing to any written Claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

    (a) If additional information is thereafter required, it shall be requested and provided pursuant to this Section II, upon mutual agreement between Owner and the Design/Builder.

    (b) Owner's written response to the Claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the Design/Builder in producing the additional information, whichever is greater.

3. For Claims equal to or greater than fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), Owner shall respond in writing to all written Claims within 60 days of receipt of the Claim, or may request, in writing, within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to defenses to the claim the local agency may have against the Design/Builder.

    (a) If additional information is thereafter required, it shall be requested and provided pursuant to this Section II, upon mutual agreement between Owner and the Design/Builder.

    (b) Owner's written response to the Claim, as further documented, shall be submitted to the Design/Builder within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the Design/Builder in producing the additional information or requested documentation, whichever is greater.

4. If the Design/Builder disputes Owner's written response, or Owner fails to respond within the time prescribed, the Design/Builder may so notify Owner, in writing, either within 15 days of receipt of Owner's response or within 15 days of Owner's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer to discuss potential settlement of the issues in dispute. Upon a demand, Owner shall schedule a meet and confer conference within 30 days to discuss potential settlement of the dispute.

5. Following the meet and confer conference, if the Claim or any portion remains in dispute, the claimant may file a claim as provided in Section 910 of the Government Code. For purposes of a claim under Section II of

this Document, the running of the period of time within which a claim must be filed shall be tolled from the time the Design/Builder submits its written claim pursuant to Section II.B.1 until the time that Claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

6. This Section II does not apply to tort claims and nothing in this Section II is intended nor shall be construed to change the time periods for filing tort claims or actions specified by 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.

7. Litigation of any Claims subject to this Section II shall proceed as provided in Section V.D below.

III. GOVERNMENT CODE CLAIM REQUIRED

A. Prior to commencing any form of litigation, the Design/Builder shall 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.

B. Any claims presented in accordance with the Government Code must (i) affirmatively indicate the Design/Builder's prior compliance with the claims procedures in this Document and the previous dispositions above of any claims asserted, and (ii) be based on the same facts and circumstances Design/Builder asserted in its claims submitted under the Contract.

IV. LITIGATION

A. Design/Builder agrees that it will comply fully with the requirements of the Contract Documents and shall exhaust all of the requirements of this Document prior to initiating any litigation against Owner arising out of or relating to the Project.

B. Owner and Design/Builder agree that at all times prior to the completion of the Work (as evidenced by the recording of a Notice of Completion), each party's energy is best focused on completion of the Project. Both Owner and Design/Builder therefore agree that, absent extraordinary circumstances, neither will initiate litigation at any point prior to the date that is thirty (30) days after the date a Notice of Completion is recorded.

C. The Agreement and the Contract Documents shall be deemed to have been entered into in the State of California, and shall be governed in all respects by California law (excluding conflicts of laws). Any legal action arising out of or

related to the Project or the Contract Documents shall be commenced in the Superior Court for the County of Riverside.

D. For any Claim by the Design/Builder against Owner for an amount equal to or less than $375,000 (and only for such claims), the following procedures are established for all civil actions filed to resolve Claims:

1. Within 60 days, but no earlier than 30 days, following the filing or filing of responsive pleadings, the court shall submit the matter to nonbinding mediation, unless waived by mutual stipulation of both parties.

2. The mediation process shall provide for the selection, within 15 days by both parties, of a disinterested third person as mediator. Mediation shall commence within 30 days of the submittal of the matter to the mediator, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint a mediator.

3. If, following mediation, the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding, consistent with the rules pertaining to judicial arbitration.

4. Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this Section V.D shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or Owner funds.

5. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo. The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

END OF DOCUMENT

FACILITIES MANAGEMENT SERVICE EXEMPTION FORM

This questionnaire has been designed to assist County of Riverside departments in providing information necessary in the processing of departmental exemption requests.

Departments receiving exemption approval must follow all applicable government codes and existing county guidelines. Exempt departments will be responsible for all department facilities operations including, but not limited to, staffing and oversight of the following selected activities: maintenance, custodial, project management, and real estate.

Riverside University Health System – Behavioral Health (RUHS-BH)

Department/Agency

Exemption Requested:

Custodial (One Site) ☐ Maintenance (One Site) ☒ Project Mgmt ☐ Real Estate

Exemption Term:

☒One-time Project ☐ On-going

Funding Source:

☐Budgeted ☐CIP ☐NCC ☒Other: grant funded

1. **Detailed justification for the requested exemption. If one-time request, state expected cost, timeframe, and type of project**

RUHS–Behavioral Health (RUHS-BH) respectfully requests an exemption from the requirement to utilize County Facilities Management (FM) for project management services for the Youth Wellness Village comprised of approximately 75,000 square feet of ground-up behavioral health campus utilizing a Progressive Design-Build (PDB) delivery model. The estimated Cost is $149,764,466 and the target completion is June 2028.

RUHS-BH has been awarded time-sensitive grant funding for the Youth Wellness Village. The grant imposes strict performance and expenditure deadlines that necessitate an accelerated project delivery method. RUHS-BH intends to utilize a Progressive Design-Build model, which requires the selected developer/contractor to provide a Guaranteed Maximum Price (GMP) and assume responsibility for cost overruns beyond the agreed-upon scope. This delivery method ensures budget certainty through GMP, schedule adherence under grant timelines, transfer of construction cost risk to the contractor, and integrated design and construction coordination.

Under the PDB model, the developer provides comprehensive project management services. Engaging Facilities Management in a parallel project management role would create duplication of effort, extend timelines, and increase administrative costs without adding material value.

2. **Explain the financial and operational impacts or benefits to the County if the exemption is granted. What value will this exemption add county-wide?**

Allowing RUHS-BH to directly manage the Youth Wellness Village will streamline decision-making and approval processes, maintain schedule compliance under grant deadlines, avoid duplicative project management costs, preserve clear lines of accountability, and ensure quality control and regulatory compliance.

The value added county-wide would be the potential savings to the department which would be substantial if exemption is approved allowing RUHS-BH to invest those funds in the mission to improve health and well-being of our patients and community, the vision to lead the transformation of health and inspire wellness, in collaboration with our communities, through and integrated delivery network to bring hope and healing to those we serve.

3. **Explain the financial and operational impacts to the ISF department (Facilities Management) if the exemption is granted.**

RUHS-BH anticipates minimal operational impacts as it relates to the Project Management Office (PMO) for the Youth Wellness Village.

4. **State how the services will be provided and your staff capacity/experience to perform or oversee this work.**

RUHS-BH has developed substantial internal expertise in managing complex, large-scale capital projects. Current internal oversight responsibilities include:

- Development of project scope and design
- Resource allocation and financial oversight
- Day-to-day construction coordination
- HCAI compliance and inspection coordination
- Budget control and schedule monitoring
- Contract administration
- Regulatory and licensing coordination

RUHS-BH is currently managing multiple major ground-up construction projects, including:

- Mead Valley Wellness Village – approximately 450,000 square feet, $580M
- RUHS-BH Wellness Center – approximately 100,000 square feet, $185M

For these projects, RUHS-BH has successfully led:

- Public-Private Partnership structuring
- Real estate negotiations and financing transactions
- Ground lease and facilities lease agreements
- Surplus Land Act coordination and land transfer
- CEQA processing (in collaboration with FM)
- Property management agreement negotiation
- Coordination of tax-exempt financing approvals
- Presentation of all required Form 11s and related items to the Board of Supervisors

RUHS-BH has worked closely with the Executive Office, Fire, TLMA, Environmental Health, Flood Control, and other County departments, as well as external agencies including water districts, civil engineers, tribal partners, and community stakeholders. RUHS-BH also directly coordinates with state licensing entities to ensure regulatory compliance for behavioral health facilities.

5. **Provide a proposed timeline and transition plan for the absorption of facilities operations.**

RUHS-BH is currently overseeing the Youth Wellness Village project and will continue to use FM PMO on a consulting basis, as needed.

6. **Provide your continuing education plan for facilities operation staff. Explain how maintenance of the facility will be done (staffing, third-party etc.), and how your department will assure that the facility is properly maintained and operated in accordance with County and industry guidelines.**

At this time, this RUHS-BH exemption request does not include maintenance.

7. **Submit examples of relevant public works projects that your Department has delivered in the last 3 years which would demonstrate your ability to perform this work. Include listing of each project, total cost, and total timeframe.**

RUHS-BH's demonstrated success managing complex behavioral health infrastructure projects positions the department to effectively deliver this project within budget, on schedule, and in full compliance with County and State requirements.

Description	Status	Timeline	Project Budget
Mead Valley Wellness Village	50% Construction Complete	01/22-Current	$ 585,000,000
RUHS-BH Wellness Center	Pre-Development	01/22-Current	$ 184,584,008
Total			**$ 769,584,008**

8. **Attach existing and proposed org charts for staff performing facilities operations.**

Please see attached.

9. **Will your department agree to continue paying the yearly share of county-wide services to the ISF department (Facilities Management), such as vacant space?**

RUHS will agree to the continuing payment of the Agency's reasonable annual share of county-wide vacant space to Facilities Management.

Department Head or Designee Signature

Behavioral Health Director

Title

2/19/26

Date

Completed requests should be forwarded to the Executive Office Analyst for the department. Exemptions approved by the Executive Office must be submitted to the Board of Supervisors for final approval.

Executive Office Comments:

- ☐ Approve
- ☐ Approve with Condition(s)
- ☐ Disapprove

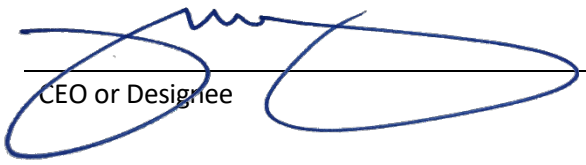
Ruiz Jacqueline

Executive Office Analyst

February 24,2026

Date

- ☐ Approve
- ☐ Approve with Condition(s)
- ☐ Disapprove



CEO or Designee

February 24, 2026

Date

PROGRESSIVE DESIGN BUILD AGREEMENT (PART II)

FOR

YOUTH WELLNESS VILLAGE LOCATE AT

14700 MANZANITA ROAD, BEAUMONT, CA 92223

BETWEEN

COUNTY OF RIVERSIDE THROUGH THE

RIVERSIDE UNIVERSITY HEALTH SYSTEM – BEHAVIORAL HEALTH

AND

PMB BEAUMONT, LLC

DOCUMENT 01 11 50

SUMMARY OF WORK – DESIGN AND PRE-CONSTRUCTION SERVICES

I. SUMMARY

This Document includes summary of work - design services, including General Design Services, Program Verification, Schematic Design Phase, Design Development Phase, Construction Documents Phase, Construction Phase, Operation/Project Close Out, Design/Builder's Responsibility for Finished Construction.

II. GENERAL DESIGN SERVICES

A. Summary of Design and Technical Requirements.

1. Document 00 01 16 (Project Criteria) sets forth the Owner's minimum design and construction requirements for Project that Design/Builder shall meet in preparing designs and construction of Project. Design/Builder shall prepare designs to meet these requirements and submit deliverables as described in this Document 01 11 50. The requirements of this Document 01 11 50 supplement, but do not supersede, the requirements of the Project Criteria.

2. Design/Builder shall submit designs and deliverables meeting the requirements herein for the Drawings and Specifications at completion of the following milestones: (i) Program Verification, (ii) Schematic Design, (iii) 100% Design Development, and (iv) 100% Construction Documents, as required in this Document 01 11 50. Design/Builder may elect to create incremental packages of major building components or activities it deems advantageous towards scheduling or permitting efficiencies.

3. In the event of any conflict between the Project Criteria and any other provision of the Contract Documents, the more stringent requirement providing the Owner with the greater scope of work shall control. Unless specifically and expressly limited, Design/Builder's scope of work shall include all architectural, engineering, procurement and construction services necessary to complete the Project.

4. Design/Builder shall perform the Services in this Document 01 11 50 in connection with its work to prepare a Guaranteed Maximum Price as stated in Document 00 60 01 (Guaranteed Maximum Price Development).

B. Summary of Services.

1. Unless specifically excluded in this Contract, Design/Builder shall provide to Owner all professional architectural and engineering services necessary to perform Design/Builder's obligations under the Contract Documents and to complete the Project (the "Services"). Services will include, but are

not limited to, providing all necessary professional architectural and engineering services, including but not limited to, all architectural services and all civil, electrical, fire protection, mechanical, structural engineering, interior design, landscape, and cost estimating services required to complete Project and to perform Design/Builder's obligations under the Contract Documents.

2. Design/Builder shall perform the Services using the persons and sub-consultants identified in the Staffing Plan provided in accordance with Document 00 54 53 (Design/Builder's Staffing Plan) and may substitute personnel or sub-consultants only upon Owner's written consent, which may be withheld or delayed in Owner's discretion. Design/Builder represents that it and its sub-consultants possess all necessary training, licenses and permits to perform the Services, and that its performance of the Services will conform to the standard of practice of a professional that specializes in performing professional services of like nature and complexity of the Services. Design/Builder's licensed sub-consultants (architectural and engineering) shall perform their Services in accordance with the standard of care, consistent with the duty owed by the Design/Builder to the Owner.

3. Design/Builder and its sub-consultants may rely on the accuracy of the information provided by Owner concerning existing conditions (including but not limited to existing utilities and structures and tie-ins to existing or contemplated facilities) and the adequacy of available design information/technical reports, except to the extent Design/Builder becomes aware of any material inaccuracies in such information. Design/Builder shall conduct such further investigations as are ordinarily performed by design-build professionals exercising the applicable standard of care and shall advise Owner of any further design or other services necessary to complete Project.

4. Design/Builder and its sub-consultants' design shall provide that all surfaces, fixtures and equipment are readily accessible for maintenance, repair or replacement by ladders, power lifts, cat walks, and the like without exceeding the design loads of the floors, roofs, ceilings, and that such access is in conformance with Cal OSHA. All drawings, specifications, structural and electrical design calculations, site data, cost estimates and any other deliverable required by California or federal law shall comply, within the standard of care, with applicable California and federal standards. Design/Builder shall comply with any other requirements of public or private authorities with jurisdiction over Project, the drawings and specifications, or tie-ins to Project. Design/Builder shall comply with the applicable standard of care when preparing drawings and specifications to comply with applicable building codes, ordinances, statutes, laws, standards, governmental regulations and private restrictions, including necessary tie-ins, applicable to Project and the Services,

including, but not limited to, those listed in this Contract, all environmental, energy conservation, energy tie-in, and disabled access requirements, regulations and standards of the Fire Marshal or other AHJs.

5. Design/Builder shall perform all services and activities necessary to comply with all applicable governmental regulations and requirements and to obtain all applicable governmental reviews and approvals for and regarding the Work.

6. Design/Builder shall submit to the Owner's Building Department, the Fire Marshall, and any other required governmental authority, any and all required submittals, and shall obtain all required approvals, as required by Law and the Contract schedule.

7. The Owner at all times shall have the right (but not the duty) to review Design/Builder's design work, schedules, deliverables, and other work product, whether performed by Design/Builder or a sub-consultant of any tier, and whether in a final or preliminary form, to determine progress and conformance to the requirements of the Contract Documents. Such review shall be at the sole discretion of Owner, shall not impose on Owner a duty of care or responsibility for Design/Builder's work or services, and the Owner may conduct such reviews in its sole discretion and for its sole convenience, planning or information.

8. In the event Owner should ever dispute the conformance of any design work (at any stage) with the intent of the Project Criteria, then Owner's determination shall control and Design/Builder and/or its sub-consultants shall perform the disputed design services and/or work to completion in accord with Owner's determination. Design/Builder shall, however, retain its rights under the procedure in Document 00 72 53 (General Conditions - Design Build) Article XII for claims and disputes, and Design/Builder may under that procedure, in its name, advance any claim of any sub-consultant of any tier.

C. Coordination of Architectural and Engineering Sub-consultants/Other Design/Builders.

1. Design/Builder shall fully coordinate all architectural and engineering disciplines and sub-consultants involved in completing the Work. Design/Builder's sub-consultants shall fully coordinate with Design/Builder and all architectural and engineering disciplines and sub-consultants involved in completing the Work.

   (a) Design/Builder shall require its sub-consultants to agree in their subcontracts to coordinate with Design/Builder and other sub-consultants.

(b) Design/Builder shall conduct at least monthly design coordination meetings with all sub-consultants employed by Design/Builder.

2. Similarly, Design/Builder and all of its architectural and engineering disciplines and sub-consultants shall coordinate as required with Design/Builders, designers and other consultants in the other Owner projects identified in Document 01 11 53 (Summary of Work).

D. Coordination with Master Scheduling.

1. Design/Builder shall complete or cause to be completed all services required under this Agreement in accordance with the Contract Time set forth in Document 00 52 53 (Agreement Form – Owner-Design/Builder) or Document 01 11 53 (Summary of Work), as well as all approved Project schedules and updates thereto.

2. As required in Document 01 32 00 (Progress Schedules and Reports), Design/Builder shall provide Owner with a design and construction schedule that outlines dates and time periods for the delivery of Design/Builder's services and requirements for information from Owner for the performance of its services. This schedule shall be updated monthly, and shall meet the following requirements:

(a) The schedule shall fit within and coordinate with the overall Project schedule, including any and all design interfaces referenced in the Project schedule and all updates to the Project schedule.

(b) The schedule shall be in a computer software format acceptable to the Owner.

(c) The schedule shall fit within the requirements of Owner for partial utilization of construction packages, systems, equipment, and areas, as identified in information provided to Design/Builder.

3. Design/Builder shall adjust and cause its retained sub-consultants, the Construction General Contractor, Construction Subcontractors, and Subcontractors to adjust activities, personnel levels, and the sequence, duration and relationship of services to be performed in a manner that will comply with the approved schedules.

4. Design/Builder shall meet with, make written recommendations to, and coordinate with Owner at least once a month, or more frequently if necessary, regarding ongoing design and construction work, with respect to the following subject matters:

(a) Value engineering (including value engineering design, quantity surveys of materials, equipment or labor, or audits or inventories); and,

(b) Constructability (including actual and reasonable constructability in light of Owner's objective to secure a completed Project with the lowest reasonable construction costs).

E. Deliverables Required Under this Document; Generally.

1. All deliverables required under this Document shall be submitted in full compliance with the Contract Documents, shall be submitted in at least triplicate (or such greater number as Owner may reasonably request) and, when contained on electronic media, shall be submitted in printed form as well as on electronic media when requested by Owner.

2. Deficiencies in deliverables and modifications to conform with program requirements and modifications to achieve acceptability of deliverables to Owner, shall be promptly performed, and the cost thereof included in the Contract Price.

F. Phased Design Review. To the extent that Design/Builder completes its design services in a phased sequence, then it shall comply with the requirements of this Document 01 11 50 for each element of the design it completes for review, permitting and construction.

III. PROGRAM VERIFICATION PHASE

A. Period of Service.

1. Upon written authorization from Owner, Design/Builder shall proceed with the performance of Services called for in the Program Verification Phase.

2. Design/Builder shall submit the deliverables required by the Program Verification Phase.

B. Tasks. During the Program Verification Phase, Design/Builder shall:

1. Undertake necessary research and investigation to understand the Project type, the applicable regulatory requirements, the AHJs over the Project, the type and nature of permits required to complete the Project, the time required to secure any required permits, functions required for the Project type, and evaluation of post-occupancy evaluations from similar Projects. Design/Builder shall not be required to perform this work with respect to any Owner Secured Permits.

2. Identify and establish, with the input of Owner, the major Project goals.

3. Gather and obtain information from Owner on activities, work schedules, number of people on the Site from time-to-time, site characteristics, climate, zoning, space criteria, code information, and user profiles.

4. Analyze and diagram processes and relationships that the finished Project must accommodate. The diagrams shall be used to conceptualize abstract design solutions that must be shown in a physical solution.

5. Establish quantitative requirements for the Project, including square footage for Project components, physical footprints for each Project element, and project budget estimates. Work with Owner to evaluate the schedule and program.

6. Document the program to define the scope of work in qualitative and quantitative respects.

C. Deliverables. At the end of the Program Verification Phase, Design/Builder shall deliver to Owner a Program Document that shall include an executive summary, discussion of project vision and goals, strategies to complete the Project, applicable code requirements, AHJs, and required permits, facility standards, visual documentation of the program and any applicable processes and relationships, Project schedules, area requirements, and any other information that Design/Builder needs to communicate about the program.

IV. SCHEMATIC DESIGN PHASE

A. Period of Service.

1. Upon written authorization from Owner, Design/Builder shall proceed with the performance of Services called for in the Schematic Design Phase.

2. Design/Builder shall submit the deliverables required by the Schematic Design Phase.

B. Consultation with Owner.

1. Design/Builder shall consult with Owner to clarify and define the requirements for the work and review available data.

2. Design/Builder shall review Owner's Program for scope, coordination requirements, criteria, budget and constructability.

3. Design/Builder shall identify, analyze and conform to the requirements of governmental and private AHJs to approve the design of Project and participate in consultations with such authorities.

4. At the close of the Schematic Design Phase, Design/Builder shall meet with Owner's user groups to develop, based on information developed in the Schematic design Phase, more specific requirements for Design Development Documents as to locations, placement and layout of spaces, equipment and functions.

C. Site Visits and Other Investigations.

1. Design/Builder shall investigate existing conditions through site visits and other inspections, testing, and review of records, to determine the scope of work and effects on design and construction. Design/Builder shall obtain from Owner all available information on hazardous materials and advise Owner immediately of any other hazardous materials Design/Builder has observed.

2. Design/Builder shall advise Owner as to the necessity of obtaining additional information related to the Site necessary for purposes of design. Such advice and statement of necessity shall be in writing and explain fully the considerations involved. Such information might include, by way of example only: description of property boundaries or as built information, rights of way, topographic, hydrographic, and utility surveys, soil mechanics, seismic and subsoil data, chemical, mechanical and other data logs of borings, etc.

3. Design/Builder shall review all available information regarding existing conditions of any nature (whether supplied by Owner, generated under the Contract, or secured from third parties), and advise Owner whether such data is adequate for purposes of design.

4. Design/Builder shall attend meetings with the community, representatives of Owner, interested parties, governmental entities, as necessary, and provide information and diagrams to fully describe the Project.

D. Schematic Layouts, Sketches, and Conceptual Design Criteria.

1. Design/Builder shall prepare reports containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits.

2. Reports and exhibits shall incorporate the Owner's Program requirements and shall include structural concepts, site utilization plans, floor plans, elevations, sections, study perspectives and other drawings necessary to describe the Project. Schematic reports shall be developed until Owner has approved an acceptable design concept. Design/Builder shall participate in weekly progress meetings with representatives of Owner and shall coordinate with Owner formal design presentations at times indicated on the project schedule.

3. Design/Builder shall prepare and submit to Owner for approval:

(a) Outline specifications including architectural, structural, mechanical, electrical, and instrumentation systems and materials proposed;

(b) Mounted presentation site plan, floor plans, elevations and rendered perspectives at a scale acceptable to Owner necessary to convey the architectural design including electronic copies of presentation package, and,

(c) Tabulation of both gross and assignable floor areas including a comparison to the initial program area requirements.

4. Reports and exhibits shall indicate clearly the considerations involved, including but not limited to applicable requirements of governmental authorities having jurisdiction or private licensing, patent, easements, or other legal restrictions. Reports and exhibits shall indicate any reasonable alternative solutions available to Owner and set forth Design/Builder's findings and recommendations.

5. Design/Builder shall provide a narrative report by each design discipline describing its proposed design philosophy with a description of, and the rationale for, the proposed structural systems, mechanical systems, electrical, geotechnical, electronics and security systems, types of equipment, materials, finishes, site development and landscaping included. The rationale shall include initial costs, lifecycle costs, and life expectancy and maintenance considerations.

E. Present Schematic Documents to Owner. Design/Builder shall present Schematic Design Phase documents to Owner and secure its approval.

V. DESIGN DEVELOPMENT PHASE

A. Period of Service.

1. After acceptance by Owner of Design/Builder's Schematic Design Phase deliverables, and upon written authorization from Owner, Design/Builder shall proceed with the performance of the services called for in the Design Development Phase. The intent of Design/Builder's Design Development Phase submittal is to obtain Owner approval for design revisions, refinements, and concept elaborations produced by Design/Builder during Design Development prior to Construction Document production.

2. Design/Builder shall submit the deliverables required by the Design Development Phase. Design/Builder shall submit at the 50% Design Development stage and again at the 100% Design Development stage.

3. Design/Builder shall at the outset of this Phase make full written disclosure to Owner and obtain Owner's express written approval of any Design/Builder proposed innovative, unique, proprietary, or sole source design features. Owner retains full discretion to disapprove such features.

B. General Scope of Project and Final Design Criteria. After completion of the Schematic Design Phase and consultation with the Owner, Design/Builder shall: determine the scope, extent and character of Project and establish final design criteria; participate in, or initiate periodic reviews or workshops as necessary with the Owner's Project Manager, Owner departmental stakeholders, and their consultants during the Design Development Phase; and at a minimum, participate in biweekly progress meetings with Owner Project Manager and consultants.

C. Design Development Documents.

1. Design/Builder shall prepare documents consisting of final design criteria, Design Development drawings, and outline specifications (together, "Design Development Documents"). Design Development Documents shall include, but are not limited to:

(a) Site plans, architectural, landscape, structural, mechanical and electrical floor plans, elevations, cross sections, room finish schedules, door and window schedules, and other mutually agreed upon Drawings deemed necessary to describe the developed design.

(b) Outline specifications describing the size, character and quality of the entire Project in its essentials as to kinds and locations of materials; type of structural, security, mechanical and electrical systems and equipment.

(c) Two copies of a color schedule, samples of types and size acceptable to Project Manager of textures and finishes of all materials in the Work at Project. The foregoing shall be provided to Owner's Project Manager for Owner approval.

(d) A grading and drainage plan and a site plan from architectural information showing a final development of the site. This Drawing will also include a horizontal and vertical control plan and utility connections to the infrastructure plan. The services described in this subparagraph shall be provided by a professional civil engineer who is to subcontract with Design/Builder.

D. Additional Data or Services. Design/Builder shall advise Owner in writing if additional data or services of the following types are necessary and obtain such data and services as directed in writing by Owner:

1. Borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;

2. Appropriate professional interpretations of the foregoing; and,

3. Other special data or consultations necessary or useful in completion of Project.

E. Report on Additional Permits or Reports. Design/Builder shall advise Owner in writing if any of the following are required:

1. Governmental permits of any type; and,

2. Reports of any type to governmental agencies.

F. Review with Owner. Design/Builder shall prepare, for approval by Owner, written design criteria for mechanical, security, and electrical systems.

G. Review of the Final Design by Owner. Design/Builder shall submit final design to Owner for its acceptance. Design/Builder shall participate and cooperate fully in a review of the Final Design by Owner and any consultants engaged by it, to the extent necessary to satisfy Owner internal design review processes.

VI. CONSTRUCTION DOCUMENTS PHASE

A. Period of Service.

1. After acceptance by Owner of the Design Development Documents and any other required deliverables in the Design Development Phase, and upon written authorization from Owner, Design/Builder shall proceed with the performance of the services called for in the Construction Documents Phase.

2. Design/Builder shall submit the deliverables required by the Construction Documents Phase within the stipulated period required in Project Schedule. Design/Builder shall submit at the 100% Construction Documents stage.

B. Construction Documents. On the basis of Owner-accepted Design Development Documents, Design/Builder shall prepare final Drawings and Specifications (together, “Construction Documents”) to show the work to be furnished and performed by Design/Builder. Construction Documents shall meet the standard of care for detail for construction of all work to be performed by Design/Builder and to obtain all required permits. Construction Documents shall set forth in detail the requirement for construction of all Work to be performed but shall not supersede the Contract Documents where the Contract Documents contain a more stringent requirement.

C. Drawing and Specification Requirements. Design/Builder shall prepare Construction Documents Drawings in accordance with industry standards. Design/Builder shall prepare Construction Documents Specifications in conformance with the current format of the Construction Specification Institute with additional divisions as approved or requested by Owner. Construction

Documents shall provide information customarily required in construction documents for projects of similar size, complexity and quality. Construction Documents shall include information required by applicable building trades to complete construction of the Project, excluding only details customarily developed by others during the actual Construction Phase. Design/Builder shall have complete responsibility to secure timely review by all authorities with jurisdiction. Design/Builder shall prepare all Construction Documents in full compliance with the Contract Documents, applicable building codes, ordinances, standards, governmental regulations and private restrictions, applicable to the Work. The same architectural and engineering team (and team personnel) that prepared the Design Development Documents shall complete the Construction Documents.

D. Special Features. Design/Builder shall make full written disclosure to Owner and obtain Owner's express written approval of any proposed innovative, unique, proprietary, or sole source design features.

E. Warranty. Design/Builder warrants to Owner that the final design, as expressed in the Construction Documents:

1. Will be constructible, workable, watertight, and within Design/Builder's detailed Project schedule (per Document 01 32 00);

2. Will comply in all respects with the requirements of the Contract Documents (including without limitation the Project Criteria);

3. Will not call for the use of hazardous or banned materials; and

4. Will fully comply with applicable building or local standards or codes, ordinances, standards, governmental regulations, and private restrictions applicable to the Work.

F. Draft Presentation. Design/Builder shall prepare and submit draft Construction Documents at the 50% level of completion to Owner for review. Owner shall conduct such review as necessary and shall advise Design/Builder of any necessary modifications, amendments and additions as reasonably required by Owner, but such review shall not limit or modify any Design/Builder obligation under the Contract Documents. Following receipt of Owner's comments, Design/Builder shall complete final Construction Documents. Such complete Construction Documents shall be deemed the Construction Documents for Project.

G. Approvals by Authorities Having Jurisdiction.

1. Design/Builder shall take all steps to secure all required reviews and approvals of the Construction Documents from all AHJs over the Project.

2. The same design team that worked on preparation of the Drawings shall work on coordination and addressing any review comments from AHJs over the Project.

3. Upon completion of Construction Documents, Design/Builder shall submit such plans for approval to Owner's representatives (as Owner shall designate) and any other applicable agency and obtain necessary permits for the construction and operation of Project as specified in the Construction Documents. During the same time period, Design/Builder shall submit to Owner three (3) complete sets of Construction Documents for final approval.

H. Permits. Design/Builder shall assist Owner in securing all necessary permits and approvals, by identifying all necessary permits and approvals, securing necessary forms, and either applying for such permits and approvals in Design/Builder's name or by providing Owner with signature ready completed forms for Owner's review and execution. This duty includes, but is not limited to, providing technical criteria, written descriptions and design data for use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of Project, and engage in consultations with appropriate authorities. Following approval, the Owner will issue required building permits on a 'no cost' basis.

VII. CONSTRUCTION PHASE

A. Notices to Proceed. Upon Owner's acceptance of Design/Builder's Permitted Construction Documents for all or any portions of the Work as Design/Builder and as otherwise provided in the Contract Documents, Owner will provide written notice authorizing Design/Builder to commence construction, and Design/Builder may commence construction of Project.

B. General Administration of Construction. Design/Builder's architectural, design, and engineering sub-consultants shall, within the standard of care, make regular visits to the site at intervals appropriate to the various stages of construction as necessary to determine that construction generally conforms to the final design as approved.

C. Quality Control and Reporting. Design/Builder's architectural, design and engineering sub-consultants shall participate in Design/Builder's required quality control program and within the standard of care shall advise Design/Builder and Owner in writing of any observations of defective work, work not in conformance with Drawings and Specifications, and lack of progress consistent with the schedule of work in areas associated with their services. See Document 01 45 00 (Quality Control).

VIII. OPERATION/PROJECT CLOSE-OUT PHASE

A. Operation/Close Out. During the Operation/Project Close-Out Phase, Design/Builder and Design/Builder's architectural design, and engineering sub-consultants shall, when requested by Owner, provide all necessary architectural, design and engineering services, including services of its architectural, design and engineering sub-consultants, for:

1. Start-up, testing and placing in operation all equipment and systems;

2. Completion of punch list work;

3. Training Owner's staff to operate and maintain all equipment and systems;

4. Assist Owner in developing systems and procedures for control of the operation and maintenance of and record keeping for Project;

5. Prepare electronic record sets and sets of reproducible record prints or Plans showing those changes made during the construction process, based on the marked-up prints, Plans and other data;

6. Together with Owner, visit Project to observe any apparent defects in the completed construction, correct such deficiencies, and supply information as needed regarding replacement, correction, or diminished value of defective work.

IX. DESIGN/BUILDER'S OBLIGATION FOR FINISHED CONSTRUCTION

A. Owner's right to review Design/Builder's design and deliverables, including without limitation Design Development Documents, Construction Documents, shop drawings, samples and Submittals, as specified in the Contract Documents, shall not relieve Design/Builder of its responsibility for a complete design and construction complying with the requirements of the Contract Documents; but rather, such review shall be in furtherance of Owner's monitoring and accepting the design as developed and issued by Design/Builder, consistent with these Contract Documents. Design/Builder's responsibility to design and construct Project in conformance with the Contract Documents including, but not limited to, the applicable performance standards and any fully executed Contract Modifications, shall be absolute. Such duty may not be altered or diminished by any action other than a signed Contract Modification.

B. Auto CAD and Other Electronic Data. Provide Auto CAD files of all Construction Documents including as-bid, as-built, and all record Drawings, in acceptable electronic format and based on/in compliance with Owner's requirements. Design/Builder shall prepare electronic record sets and sets of reproducible record prints or Drawings showing those changes made during the construction process. Electronic data shall conform to Owner requirements for compatibility with Owner equipment and software.

END OF DOCUMENT

DOCUMENT 01 11 53

SUMMARY OF WORK

I. WORK COVERED BY CONTRACT DOCUMENTS

A. Work comprises of the turnkey planning, design, construction, procurement of equipment, start-up, testing and commissioning of the Project shown in the Contract Documents.

B. The Work of this Contract comprises construction of all the Work indicated, described in the Specifications, or otherwise required by the Contract Documents.

C. Furnish all design, planning, engineering, labor, materials, equipment, services, permits, temporary controls and construction facilities, and all general conditions, seismic requirements, general requirements and incidentals required to complete the Work in its entirety as described in the Contract Documents.

D. The Work includes:

1. Fully coordinating all work with ongoing Owner operations, including but not limited to, compliance with existing Owner procedures for shutdown procedures, life safety procedures, wall penetration procedures, utility interference procedures, and work necessary to coordinate the interface of existing and ongoing operations with site logistics, utilities, building to building interface, noise, vibration, and disruptions.

2. Fully coordinate all excavation work, including submittals for advance review and approval of all shoring and underpinning plans, to include coordination with user groups, Owner operational requirements, and necessary assurances that Owner operations will not be subject to interference.

E. Work includes all necessary research, investigations, further soils reports and consultant investigations, design, construction and/or mitigation measures of any type, for all soils conditions including hazardous materials and unforeseen conditions underground, as necessary to complete the Work including all legal and regulatory requirements, that an experienced design-builder building a similar size and nature facility in the geographic locale of the Project should have reasonably anticipated. Design/Builder acknowledges, however, that it has completed all such work necessary for the design and construction of the building foundations and accepts the risk of unexpected conditions for same.

F. Following Substantial Completion of the Project, Design/Builder shall maintain available at the applicable Site, as necessary, its project manager, superintendent, and any other reasonably required personnel to assist Owner with necessary work, warranty work, revisions to the Work, and adjustments or additional work efforts

necessary to achieve final completion and to achieve all permits from all Authorities Having Jurisdiction over the Project.

G. Unless provided otherwise in the Contract Documents, all risk of loss to Work covered by Contract Documents shall rest with Design/Builder until Final Acceptance of the Work.

H. Design/Builder's use of the premises for Work and storage is limited to the area indicated in the Document 00 01 16 (Project Criteria), if any is indicated.

I. Design/Builder shall be solely responsible for all utilities (including without limitation electricity, storm drain, water, natural gas) at the Site and/or required to complete the Work of the Contract Documents.

J. Remove, cut, alter, replace and repair existing road, utilities, and equipment as necessary to install new Work, consistent with Design/Builder's coordination and planning responsibilities, to not interfere with ongoing Owner operations. Except as otherwise shown or specified, do not cut, alter or remove any structural Work, and do not disturb any ducts, plumbing, steam, gas, or electrical Work without approval of Owner. Existing Work (walls, structures, partitions, floors, mechanical and electrical Work, etc.) disturbed or removed as a result of performing required new Work, shall be restored to the original conditions. Existing Work to be altered or extended and that found to be defective in any way, shall be reported to Owner before commencing Work. Materials and workmanship used in restoring Work shall conform or exceed in type and quality that of original existing construction, except as otherwise shown or specified or required by codes or applicable standards.

K. As part of the Work, Design/Builder shall review all existing facilities that are related to this Contract and shall be familiar with all utilities requirements and construction.

II. WORK ITEMS, ALLOWANCES, AND ALTERNATES

A. Any Work Item may be deleted from the Work and Contract Sum, in total or in part, prior to or after award of Contract without compensation in any form or adjustment of other Work Items or prices therefore.

B. Payment of all items is subject to provisions of Contract Documents, including without limitation Document 01 20 53 (Measurement and Payment - Design Build).

C. For all Work Items, furnish and install all work indicated and described in Specifications and all other Contract Documents, including connections to existing systems. Work and requirements applicable to each individual Work Item, or unit of Work, shall be deemed incorporated into the description of each Work item.

III. CONCURRENT AND FUTURE WORK UNDER OTHER CONTRACTS

A. The Work of the Project shall also involve Owner and/or vendor supplied equipment and systems that either Owner, Design/Builder or the respective vendor will install, test, and commission.

B. Design/Builder shall develop the schedule, coordinate, install and/or cooperate, all such work required of the Owner, Design/Builder and respective vendors, as required to complete the Work of the Contract Documents within the Contract Time. Design/Builder shall not be responsible for obtaining licenses issued by DHCS.

IV. WORK SEQUENCE

A. Construct Work in stages and at times to accommodate Owner operation requirements during the construction period; coordinate construction schedule and operations with Owner.

B. Design/Builder acknowledges that shoring may be required to maintain a safe excavation and protect facilities, including both existing and recently constructed under this Contract. All expenses for shoring of excavations shall be included in the Contract prices.

V. WORK DAYS AND HOURS

A. Work days hours are subject to a site by site review and may vary from site to site. Generally, normal working days and hours generally are Monday-Friday inclusive, 7:00 a.m. to 4:00 p.m. local time, or as approved in writing by Owner representative. Owner observes all legal Holidays and Design/Builder shall not schedule or anticipate Owner personnel to work on legal Holidays.

B. Work at the Site on evenings, weekends or holidays is not permitted, unless Design/Builder requests otherwise from Owner in writing at least 48 hours in advance and Owner approves in its sole discretion. In the case of Work by Design/Builder other than normal working hours, Design/Builder shall be responsible for any additional inspection costs incurred by Owner. Such costs may be withheld from any succeeding monthly progress payment.

C. Connections to or Alterations to Existing Facilities. Unless otherwise specified or indicated, Design/Builder shall make all necessary connections or alterations to existing facilities, including structures, drain lines, and utilities such as water, sewer, gas, telephone, and electric. In each case, Design/Builder shall provide advance notice to and receive permission from Owner or the owning utility prior to undertaking any connection or making any alterations.

D. Design/Builder shall protect facilities against harmful substances and damage.

VI. COOPERATION OF DESIGN/BUILDER AND COORDINATION WITH OTHER WORK

A. Design/Builder shall coordinate with Owner and any Owner forces, or other Design/Builders and forces referenced above in Article III, as required by Document 00 72 53 (General Conditions- Design Build), Article VI.

B. Design/Builder shall submit all required Coordination Drawings for the work of its subcontractors as soon as practical to ensure efficient installations and to avoid conflicts. The timing of said submittals may vary depending on the timing of shop drawing approvals and equipment and material submittals, but must be in time to allow for proper review and approval before the start of work associated with the coordination drawings.

C. Design/Builder shall coordinate the construction schedule with the schedule of Owner for normal power service installation.

D. Noise: Construction activities are to comply with applicable local noise ordinance and applicable Cal-OSHA regulations and all contract standards expressed herein, whichever is most stringent.

VII. MAINTENANCE, PRODUCT HANDLING, AND PROTECTION

A. Design/Builder shall transport, deliver, handle, and store materials and equipment at the Site in such a manner as to prevent the breakage, damage or intrusions of foreign matter or moisture, and otherwise to prevent damage. Design/Builder shall arrange for Owner right of inspection or observation of all materials and equipment in fabrication, assembly or transport, which right Owner may exercise in its sole unfettered discretion.

B. Hazardous substance compliance: Design/Builder shall provide Owner with copies of the OSHA Material Safety Data Sheets (MSDS) for all products containing a hazardous substance, for example, adhesives, paints, sealants, and the like.

C. Packaging: Design/Builder shall provide packaged material in manufacturer’s original containers with seals unbroken and labels intact until incorporated into the Work.

D. Design/Builder shall remove all damaged or otherwise unsuitable material and equipment promptly from the Site.

E. Protection: Design/Builder shall protect all finished surfaces.

F. Cost of maintenance of systems and equipment prior to either Substantial Completion or Final Completion will be considered as included in Contract prices and no direct or additional payment will be made therefore.

VIII. PARTIAL OCCUPANCY/UTILIZATION REQUIREMENTS

A. Design/Builder shall allow Owner to take possession of and use any completed or partially completed portion of the Work during the progress of the Work as soon as is possible without interference to the Work.

B. Possession, use of Work, and placement and installation of equipment by Owner shall not in any way evidence the completion of the Work or any part of it.

C. Design/Builder shall not be held responsible for damage to the occupied part of the Work resulting from Owner occupancy.

D. Design/Builder shall make available, in areas occupied, on a 24-hour per day and 7-day per week basis if required, any utility services, heating, and cooling in condition to be put in operation at the time of occupancy.

1. Responsibility for operation and maintenance of said equipment shall remain with Design/Builder.

2. Design/Builder shall make, and Owner shall certify, an itemized list of each piece of equipment so operated with the date operation commences.

3. Itemized list noted above shall be basis for commencement of warranty period for equipment.

4. Owner shall pay for utility cost arising out of occupancy by Owner during construction.

E. Use and occupancy by Owner prior to acceptance of Work does not relieve Design/Builder of its responsibility to maintain insurance and bonds required under the Contract until entire Work is completed and accepted by Owner.

F. Prior to date of Final Acceptance of the Work by Owner, all necessary repairs or renewals in Work or part thereof so used, not due to ordinary wear and tear, but due to defective materials or workmanship or to operations of Design/Builder, shall be made at expense of Design/Builder, as required in Document 00 72 53 (General Conditions- Design Build).

G. Use by Owner of Work or part thereof as contemplated by this Document 00 11 53 shall in no case be construed as constituting acceptance of Work or any part thereof. Such use shall neither relieve Design/Builder of any responsibilities under Contract, nor act as waiver by Owner of any of the conditions thereof.

H. Owner may specify in the Contract Documents that portions of the Work, shall be substantially completed prior to substantial completion of all of the Work or of the applicable Construction Phase. Design/Builder shall notify Owner's Representative in writing when Design/Builder considers any such part of the

Work substantially complete and request Owner to issue a Certificate of Substantial Completion for that part of the Work.

IX. DESIGN/BUILDER USE OF PREMISES AND COORDINATION

A. Design/Builder shall confine operations at Site to areas permitted by Contract Documents, permits, ordinances, and laws.

B. Design/Builder shall not unreasonably encumber Project Site with materials or equipment.

C. Design/Builder shall assume full responsibility for protection and safekeeping of products stored on premises.

D. Design/Builder shall move any stored products that interfere with operations of Owner or other Design/Builder.

E. Parking, storage, staging, and work areas shall be coordinated with Owner, and comply with all other Contract documents requirements.

F. Design/Builder shall understand and use procedures included or referenced in this manual for construction coordination and shall advise Owner of any objections or asserted inconsistencies therein.

G. Design/Builder acknowledges that management of surface and groundwater will be required at the Site, particularly during and after rain. Design/Builder shall take all appropriate measures, including, but not limited to, dewatering, pumping, diversion and removal of surface and ground water from the Site and adjacent property.

X. LINES AND GRADES

A. All Work shall be done to the lines, grades, and elevations indicated on the Drawings.

B. Owner shall provide basic horizontal and vertical control points to be used as datums for the Work, however, all further survey, layout, and measurement work shall be performed by Design/Builder as a part of the Work.

C. Design/Builder shall provide at its cost an experienced California licensed civil engineer or land surveyor, and all required instrument persons, competent assistants, and such instruments, tools, stakes and other materials required to complete the survey, layout, and measurement work. In addition, Design/Builder shall furnish at its cost competent persons and such tools, stakes, and other materials as Owner (and/or any Architect) may require in establishing or designating control points, or in checking survey, layout, and measurement work performed by Design/Builder.

D. Design/Builder shall locate control points before commencing construction Work on any Site, preserve all reference points throughout construction, and promptly replace all points which become lost or destroyed.

E. Design/Builder shall keep Owner informed, a reasonable time in advance, of the times and places at which it wishes to do Work, so that any checking deemed necessary by Owner may be done with minimum inconvenience to Owner and minimum delay to Design/Builder.

F. Design/Builder shall remove and reconstruct Work which is improperly located.

XI. PROTECTION OF EXISTING STRUCTURES AND UTILITIES

A. Owner will continue operations in, around and adjacent to the Project Site and Design/Builder shall perform all work, scheduling and coordination, and give notices and obtain consents, as necessary to allow Owner to continue in full operation during construction.

B. The Drawings may indicate many of the existing above- and below-grade structures, drainage lines, storm drains, sewers, water, gas, electrical, hot water, and other similar items and utilities that are known to Owner. Such information has been recorded in good faith and reflects current information located and available to consultants at the time of preparing the drawings.

C. Owner has made a good-faith effort to locate any other drawings (other than Contract Drawings or materials contained in the Contract Drawings) and materials that may indicate underground (out of sight) utilities. Such drawings (other than Contract Drawings) which may indicate underground (out of sight) utilities have been accumulated and an index of these documents is appended to Document 00 31 19 (Existing Conditions Information). It is the Design/Builder's responsibility to be fully aware of these drawings and the possible underground utilities and/or other installations that may be indicated thereon and Design/Builder shall take necessary measures to protect these utilities or installations throughout the life of the Project. Design/Builder is expected to work with Subcontractors experienced and familiar with these types of facilities and to jointly examine all Drawings and available information to develop the appropriate excavation and underground work strategies for work in this area.

D. Design/Builder shall locate these known existing installations before proceeding with trenching or other operations which may cause damage, shall maintain them in service where appropriate, and shall repair any damage to them caused by the Work, at no increase in Contract Sum.

E. Additional utilities whose locations are unknown to Owner are suspected to exist. Design/Builder must be alert to their existence and, before excavation Work begins, shall develop appropriate safety measures to prevent harm to such additional utilities and then employ those safety measures during the Work. Design/Builder also, before excavation Work begins, shall develop a delay

mitigation strategy to employ if additional utilities are encountered. If additional utilities are encountered, Design/Builder must immediately begin delay mitigation efforts and report to Owner for disposition of the utility and the Work affected by the additional utility discovery.

F. Additional special underground conditions whose locations are unknown to Owner may exist, including without limitation Native American burial sites. Before excavation Work begins, Design/Builder shall develop, submit for review and employ appropriate safety measures during the Work to prevent harm to such special conditions and develop a delay mitigation strategy to employ if such special conditions are. encountered. If such additional special conditions are encountered, Design/Builder must immediately notify Owner, coordinate with Owner as necessary or requested, begin delay mitigation efforts, and report to Owner for disposition of the Work affected by the discovery of the underground condition.

G. In addition to reporting, if a utility or special underground condition is damaged, Design/Builder must take appropriate action as provided in Document 00 72 53 (General Conditions - Design Build).

H. Additional compensation or extension of time on account of utilities or other special underground condition not indicated or otherwise brought to Design/Builder's attention including reasonable action taken to protect or repair damage shall be determined as provided in Document 00 72 53 (General Conditions - Design Build) and Government Code section 4215.

XII. DAMAGE TO EXISTING PROPERTY

A. Design/Builder will be responsible for any damage to existing structures, Work, materials, or equipment because of its operations and shall repair or replace any damaged structures, Work, materials, or equipment to the satisfaction of, and at no additional cost to, Owner.

B. Design/Builder shall protect all existing structures and property from damage and shall provide bracing, shoring, or other work necessary for such protection.

C. Design/Builder shall be responsible for all damage to streets, roads, curbs, sidewalks, highways, shoulders, ditches, embankments, culverts, bridges, or other public or private property, which may be caused by transporting equipment, materials, or workers to or from the Work. Design/Builder shall make satisfactory and acceptable arrangements with the agency having jurisdiction over the damaged property concerning its repair or replacement.

XIII. NOISE CONTROL

A. Noise shall be kept to a minimum in construction operations.

1. Refer to Contract Specifications for specific noise control requirements.

2. The Design/Builder shall conduct its Work in conformance with any noise abatement and control requirements of the Owner.

3. Coredrilling, sawcutting and jackhammering of concrete inside and outside the building, and all construction Work within occupied spaces shall be performed on regular hours, unless otherwise approved .

B. When required by OSHA Standards, construction workers shall be provided with ear protection to operate equipment. All other OSHA requirements as related to noise shall be adhered to.

C. Design/Builder shall take reasonable measures to avoid unnecessary noise. Such measures shall be appropriate for the normal ambient sound levels in the area during working hours. All construction machinery and vehicles shall be equipped with practical sound-muffling devices, and operated in a manner to cause the least noise consistent with efficient performance of the Work. During construction activities on or adjacent to occupied buildings, and when appropriate, Design/Builder shall erect screens or barriers effective in reducing noise in the building and shall conduct its operations to avoid unnecessary noise which might interfere with the activities of building occupants.

D. Design/Builder shall advise Owner of all anticipated noise events that may reasonably interfere with Owner operations in any manner, and coordinate work hours and durations to accommodate Owner operations and construction requirements. If noise is not properly coordinated as to timing and volume, Owner may require additional measures be taken to prevent interference with Owner operations and eliminate unnecessary annoyance. Any additional time or expense caused by noisy operations and remediation of same, are all for the account of the Design/Builder and/or its Subcontractors. No Change Order Request for these issues will be considered by Owner.

E. Design/Builder shall ensure and provide certification to Owner that all construction equipment and vehicles used for the Work are:

1. Maintained in good mechanical condition

2. Equipped with properly installed engine mufflers

XIV. VIBRATION CONTROL

A. Design/Builder shall coordinate with Owner, adjust work hours or means and methods of work, to minimize or control or limit vibration events, to permit construction progress without interference with Owner operations.

B. Design/Builder shalt coordinate its work with Owner so that any operations that may cause vibration (for example, drilling and/or compaction) can be scheduled for specific hours and durations to minimize or eliminate any possible difficulty associated with the effect of vibration.

C. Design/Builder shall take reasonable measures to prevent unnecessary vibration in its operations. Any excess vibration, caused by Design/Builder's operations, that disrupts Owner normal operations may cause Owner to issue a stop work notice for such time that it takes for Design/Builder to provide an acceptable alternate means of accomplishing its work that is acceptable to Owner.

XV. DUST CONTROL

A. Design/Builder shall take reasonable measures to prevent unnecessary dust. The following items shall be specifically implemented to control dust:

1. All construction locations with active excavation shall be watered at least twice daily.

2. Cover all trucks hauling soil, sand, and other loose materials; or require all trucks to maintain at least two feet of freeboard.

3. Pave, apply water daily, or apply non-toxic soil stabilizers on all un-paved access roads, parking areas, and staging areas at construction site.

4. Sweep daily with water sweepers all paved access roads, parking areas, and staging areas at construction sites during earthwork activities.

5. Enclose, cover, water twice daily, or apply non-toxic soil binders to exposed stockpiles (dirt, sand, etc.)

B. Buildings or operating facilities which may be affected adversely by dust shall be adequately protected from dust. Existing and new machinery, motors, instrument panels, or similar equipment shall be protected by suitable dust screens. Proper ventilation shall be included with dust screens.

C. Building Interiors: provide dust barriers, walk-off pads, etc. to minimize dust infiltration in buildings. If required, the Design/Builder will clean interior common areas (for example, corridors, lobbies) at the end of each work day.

XVI. PARKING

A. Vehicle parking directly on Owner property is generally available for Design/Builder's employees, and where necessary, Owner will arrange for parking sites for Design/Builder's employees' parking in the vicinity of the Site. Design/Builder shall verify that planned parking spaces are adequate for the requirements of the Work; and, otherwise, make appropriate provisions in cooperation with the Owner.

XVII. LAYDOWN/STAGING AREA

A. Design/Builder and Owner shall reach agreement regarding Design/Builder's necessary laydown/staging areas. Design/Builder shall utilize such agreed area for

storage of all construction materials, and no other area at or adjacent to the site. The area shall be fenced and locked by Design/Builder for security purposes.

XVIII. INSPECTION AND TESTING

A. Inspection and testing. Design/Builder is responsible for preparing, demonstrating, adjusting and correcting the Work for all inspections and tests, provide necessary labor and schedule and closely coordinate any inspections required by Owner or any Authority Having Jurisdiction over the Project.

B. Design/Builder shall schedule and coordinate all testing and inspections. Because of Design/Builder's responsibility for the Project design, it is anticipated that Design/Builder will have specific knowledge of work, areas systems, materials or equipment that may present challenges for testing and inspection, and will advise the Owner and the project inspectors sufficiently ahead of time to mitigate or avoid project delays.

C. All "material testing" and "special inspections" related to the structure and required by law or Codes to be conducted by the Owner or by other governing authorities, shall be conducted by Owner or under Owner's direction. All other such tests and inspections shall be conducted by Design/Builder within its scope of work, as part of its quality assurance responsibilities, with Owner being advised of such inspections and tests for observation and monitoring (and receiving copies of all materials generated in connection therewith) in its discretion.

D. Design/Builder shall have full responsibility to ascertain all requirements for testing and inspection, show such requirements on the project schedule (including that three-week look ahead schedule reviewed at the weekly project meetings), shall determine and anticipate any inspections or quality requirements that may require special attention or a request for a variance or explanations to avoid the necessity of retesting, and shall closely coordinate with all project inspectors as necessary to maintain schedule and quality requirements.

XIX. PUNCH LIST VERIFICATION

A punch list examination will be performed upon Substantial Completion of Work. One follow-up review of punch list items for each discipline will be provided. If further Site visits are required to review punch list items due to incompleteness of the Work by Design/Builder, Design/Builder shall reimburse Owner for these visits.

XX. UNFAVORABLE CONSTRUCTION CONDITIONS

During unfavorable weather, wet ground, or other unsuitable construction conditions, Design/Builder shall confine its operations to Work which will not be affected adversely by such conditions. No portion of the Work shall be constructed under conditions which would affect adversely the quality or deficiency thereof, unless special means or. precautions are taken by Design/Builder to perform the Work in a proper and satisfactory manner. The Design/Builder

will employ best practices to manage the construction site during inclement weather. Persons performing the Work shall examine surfaces to receive their Work and shall report in writing to Design/Builder, with copy to Owner representative conditions detrimental to the Work. Failure to examine and report discrepancies makes the Design/Builder responsible, at no increase in Contract Sum, for corrections Owner may require. Commencement of Work constitutes acceptance of surface.

XXI. CONSTRUCTION SITE ACCESS

Design/Builder shall at all time limit access to the Site to necessary personnel only. All personnel associated with construction of the Project shall enter the site through Design/Builder's access gate, at the location indicated on the Drawings. Access for construction personnel shall be limited to 7:00 a.m. to 4:00 p.m. local time, or as approved by Owner representative. All mail and deliveries (Federal Express, equipment, etc.) shall be sent to a separate address specifically arranged by Design/Builder for the Project. Design/Builder is responsible for providing adequate signage (subject to Owner approval) to alert delivery persons to the new address. Owner will not receive or forward Design/Builder mail or deliveries.

XXII. SITE ADMINISTRATION

Design/Builder shall be responsible for all areas of the Site used by it and by all Construction General Contractor, Construction Subcontractor, and Subcontractors in the performance of the Work. Design/Builder shall exert full control over the actions of all employees and other persons with respect to the use and preservation of property and existing facilities, except such controls as may be specifically reserved to Owner or others. Design/Builder shall have the right to exclude from the Site all persons who have no purpose related to the Work or its inspection and may require all persons on the Site (except Owner's employees) to observe the same regulations as Design/Builder requires of its employees.

XXIII. TRAFFIC PLAN

A. In addition to the requirements for "Construction Site Access" herein and "Use of Roadways and Walkways" (see Document 00 72 53 General Conditions- Design Build,), the Design/Builder is required to submit a complete project ''Traffic Plan" within 30 days of "Notice to Proceed" and/or prior to start of work, for each Construction Phase, whichever occurs first. This Traffic Plan must address access to and from the Site (as described in more detail below) and provide coverage, mitigation and prevention measures for any disruptions to the flow of traffic in and around the construction site throughout the entire project construction timeframe (including means of egress for Design/Builder's deliveries and vehicles)

B. The Design/Builder's Traffic Plan specifically must include:

1. A clearly defined means of access into the Design/Builder's work area from public streets.

2. A clearly defined means to keep required Fire Access lanes fully accessible.

3. A complete review of pedestrian access to and from the existing facilities and employee parking and proper measures included in the Traffic Plan to avoid any blockage of pedestrian access. (The Design/Builder may propose acceptable, alternate pedestrian access to Owner at which time a revised Plan must be produced.)

C. Any changes or modifications to the approved Traffic Plan must be submitted to and approved by Owner. The Design/Builder is required to submit a revised updated Traffic Plan every time a change in the existing plan occurs.

XXIV. OWNER-FURNISHED PRODUCTS

A. Owner's Responsibilities:

1. Arrange for and deliver Owner-reviewed Shop Drawings, Product Data, and Samples, to Design/Builder.

2. Arrange and pay for delivery to site.

3. On delivery, inspect products jointly with Design/Builder.

4. Submit claims for transportation damage and replace damaged, defective, or deficient items.

5. Arrange for manufacturers' warranties, inspections, and service.

B. Design/Builder's Responsibilities:

1. Review Owner-reviewed Shop Drawings, Product Data, and Samples.

2. Receive and unload products at site; inspect for completeness or damage jointly with Owner.

3. Handle, store onsite, install, and finish products.

4. Repair or replace items damaged after receipt.

5. Install into Project per Contract Documents.

END OF DOCUMENT

DOCUMENT 01 20 53

MEASUREMENT AND PAYMENT

I. SCOPE OF WORK

A. Work under the Contract Documents, or under any Work item, allowance, or Alternate, shall include all labor, materials, taxes, transport, handling, storage, supervision, administration, and all other items necessary for the satisfactory completion of Work, whether or not expressly specified or indicated.

B. Unit Prices shall apply to Work covered by unit prices, regardless of quantity. By executing the Agreement, Design/Builder acknowledges that these unit prices shall remain fixed throughout performance of the Contract, regardless of any incremental cost differentials resulting from variances in any quantity estimates or increased or decreased economies of scale.

II. DETERMINATION OF QUANTITIES

A. Quantity of Work to be paid for under any item for which a unit price is fixed in Contract Documents shall be number, as determined by Owner, of units of Work satisfactorily completed in accordance with Contract Documents or as directed by Owner. Unless otherwise provided, determination of number of units of Work so completed will be based, so far as practicable, on actual measurement or count within prescribed or ordered limits, and no payment will be made for Work done outside of limits.

B. Measurements and computations will be made by methods set forth in Contract Documents, including without limitation this Document 01 20 53. If methods are not so set forth, measurements shall be made in any manner which Owner considers appropriate for class of Work measured (for example., pre-assigned values, percentage completion, units completed or incremental Milestones). Design/Builder must immediately inform Owner of any disputes regarding quantity measurements and shall immediately supply Owner with any documentation supporting the disputed measurements.

III. SCOPE OF PAYMENT

A. Except as otherwise expressly stated in Document 01 11 50 (Summary of Work-Design Services) and Document 01 11 53 (Summary of Work), payment to Design/Builder at the unit price or other price fixed in Contract Documents for performing Work required under any item, or (if the Contract is on a single lump sum price basis) at the lump sum price fixed in the Contract Documents for performing all Work required under Contract Documents, and as either may be adjusted pursuant to any approved Contract Modification, shall be full compensation for completing, in accordance with Contract Documents, all Work required under the item or under Contract Documents, and for all expense

incurred by Design/Builder for any purpose in connection with the performance and completion of said Work, including all incidental Work necessary for completion of the Work.

B. The Contract Sum, whether lump sum, unit price or otherwise, shall be deemed to include all costs necessary to complete required Work, including Design/Builder overhead and profit, all costs (if any) for loss or damage arising from nature of Work or prosecution of the Work, and from action of elements. Unless Contract Documents expressly provide otherwise, the Contract Sum shall be deemed to include:

1. Any and all costs arising from any unforeseen difficulties which may be encountered during, and all risks of any description connected with, prosecution of Work or any Work item (whether lump sum or unit price) until acceptance by Owner;

2. All expenses incurred due to suspension, or discontinuance of Work or any Work item (whether lump sum or unit price) as provided in Contract Documents;

3. Escalation to allow for cost increases between time of Contract Award and completion of Work or any Work item (whether lump sum or unit price).

C. Whenever it is specified herein that Design/Builder is to do Work or furnish materials of any class for which no price is fixed in Contract Documents, it shall be understood that Design/Builder is to do such Work or furnish such materials without extra charge or allowance or direct payment of any sort, and that cost of doing Work or furnishing materials is to be included in Contract price, unless it is expressly specified herein, in particular cases, that Work or material is to be paid for as extra Work.

IV. BASIS OF PAYMENT

A. Unit Price Quantities: When estimated quantity for specific portions of Work is listed in Proposal Form, quantity of Work to be paid for shall be actual number of units satisfactorily completed, as determined by Owner and certified by Design/Builder, in accordance with Contract Documents.

B. Lump Sum: When estimated quantity for specific portion of Work is not indicated and unit is designated as lump sum, payment will be on a lump sum basis for Work satisfactorily completed in accordance with Contract Documents.

C. Allowances: Allowance items (if any) will be paid for as provided in Document 01 11 53 (Summary of Work). Allowances shall be paid at actual cost, plus or minus 8% for Design/Builder's overhead and profit, measured against the allowance amount in Document 00 52 53. Funds authorized for Allowance Work will not be released for Contract payments unless Owner has authorized Allowance Work in writing.

D. Owner does not expressly, or by implication, agree, warrant, or represent in any manner, that actual amount of Work will correspond with amount shown or estimated and reserves right to increase or decrease amount of any class or portion of Work, to leave out entire Work item or items, or to add work not originally included in Contract Documents, when in its judgment such change is in best interest of Owner. No change in Work shall be considered a waiver of any other condition of Contract Documents. No claim shall be made for anticipated profit, for loss of profit, for damages, or for extra payment whatever, except as otherwise expressly provided for in Contract Documents, because of any differences between amount of Work actually done and estimated amount as set forth herein, or for elimination of Work items.

V. REQUIRED WORK BREAKDOWN STRUCTURE/SCHEDULE OF VALUES

A. In order to establish the baseline for measuring performance to accumulate actual cost data, Design/Builder shall record project costs according to a Project specific Work Breakdown Structure/Schedule of Values ("WBS/SOV" or "WBS"). The WBS/SOV shall be in a form as may be further directed by Owner. Design/Builder shall use the WBS/SOV as the basic format for reporting of Project budgets, costs, performance and progress, and also for requesting payment under the Contract Documents. The Project Schedule will not utilize a WBS/SOV level of detail for project costs, commonly known as a cost-loaded schedule. The WBS/SOV of the Project will utilize AIA G702/G703 format.

B. Owner will review each WBS/SOV to ensure that the dollar amounts of the WBS/SOV are, in fact, fair market cost allocations for the Work items listed. Upon favorable review by Owner, Owner will accept the WBS/SOV for use. Owner shall be the sole judge of fair market cost allocations.

C. Owner will reject any attempt to increase the cost of early activities, i.e., "front loading," resulting in an inaccurate reallocation of moneys until such "front loading" is corrected. Repeated attempts at "front loading" may result in suspension or termination of the Work for default or refusal to process progress payments until such time as the WBS/SOV is acceptable to Owner.

VI. PROGRESS PAYMENTS

A. Progress payments will be made monthly in accordance with Public Contract Code section 20104.50.

B. Design/Builder shall establish and maintain records of cost of the Work in accordance with generally accepted accounting practices and the WBS/SOV. Design/Builder applications for payment shall identify, segregate, and separate all costs and payment requests.

C. Design/Builder applications for payment shall conform to the WBS/SOV and shall request payment of a percentage completion of lump sum items, or other agreed schedule for payment of such lump sum items.

D. Applications for Payment:

1. On or before the 20th day of each month, Design/Builder shall submit to Owner a marked up (pencil) copy of an Application for Payment, meeting all Document 01 20 53 requirements, for the value of the Work put in place during the period of the prior month, on a per-Subproject basis. The Owner will review the supplied documentation and inspect and confirm the noted percentages pursuant to the WBS/SOV prepared in accordance with this Document 01 20 53.

2. Design/Builder and Owner shall meet by the 27th of each month per Document 01 31 19 to review any adjustments necessary to the pencil draft. Design/Builder will submit a final Application for Payment on or before the first day of the following month, according to the amounts agreed in the meeting on the 27th of the month. The Owner may elect to submit any notations, questions, or proposed revisions in writing in lieu of the meeting.

3. If Owner determines that portions of the Application for Payment are not proper or not due under the Contract Documents, then Owner may approve the other portions of the Application for Payment, and in the case of disputed items or defective Work not remedied, may withhold up to 150 percent of the disputed amount from the progress payment.

4. The agreed Application for Payment shall be for the total value of all activities completed or partially completed, including approved activity costs, based upon WBS/SOV values of all labor and materials incorporated in the Work up until midnight of the last Day of the payment application period, less the aggregate of previous payments. Accumulated retainage, and any amounts withheld and not previously paid, shall each be shown as a separate item in payment summary.

5. If Design/Builder is late submitting its Application for Payment, it will result in processing of Design/Builder's Application for Payment being delayed on a Day for Day basis.

6. Applications for Payment may include, but are not necessarily limited to the following:

   (a) Cost of material, equipment, and labor incorporated into the Work, less any previous payments for the same;

   (b) For material or equipment not incorporated into the Work:

      (i) Up to 90 percent of the cost of equipment identified, if purchased and delivered to the Site or stored off Site, as may be approved by Owner; and

(ii) Up to 90 percent of the cost of materials identified, specifically fabricated for the Project that are not yet incorporated into the Work, as may be approved by Owner.

(iii) Owner's approval shall not be unreasonably withheld. Design/Builder shall show good cause (for example, steel price fluctuations) for advance procurement more than six months in advance of the scheduled use/installation date.

7. At the time any Application for Payment is submitted, Design/Builder shall certify in writing the accuracy of the Application and that Design/Builder has fulfilled all scheduling requirements of Document 00 72 53 (General Conditions- Design Build) and Document 01 32 00 (Progress Schedules and Reports), including updates and revisions. Design/Builder's Project Representative shall execute the certification.

8. If Design/Builder fails to timely deliver any of the following items, Owner may withhold five percent (5%) of each Application for Payment unless and until received:

(a) Complete Monthly Project Reports required by Document 00 52 50.53 (Construction Management Services)

(b) All required monthly schedule update information required by Document 01 32 00 (Progress Schedules and Reports) or otherwise.

(c) All Project Record Document submittals required by Document 01 78 00 (Project Record Documents) or otherwise.

9. Each Application for Payment shall list each Contract Modification and Change Directive ("CD") executed prior to date of submission, including the Contract Modification/CO Number, and a description of the work activities, consistent with the descriptions of original work activities. Submit a monthly Contract Modification/CO status log to Owner.

10. If Owner requires substantiating data, submit information requested by Owner, Application for Payment number and date, and detailed list of enclosures. Submit one copy of substantiating data and cover letter for each copy of Application for Payment submitted.

11. If Design/Builder fails or refuses to participate in work reconciliations or other construction progress evaluation with Owner, Design/Builder shall not receive current payment until Design/Builder has participated fully in providing construction progress information and schedule update information to Owner.

12. In connection with any Application for Payment to be paid or reimbursed from BHCIP Funds, Design-Builder to prepare the application for disbursement in accordance with the requirements set forth in the Program Funding Agreement, and Owner shall cooperate with Design-Builder as needed to satisfy all conditions of disbursement within Owner's control. Owner shall promptly submit and diligently process each completed BHCIP application for disbursement in accordance with the Program Funding Agreement.

E. Progress Payments

1. As soon as practicable after approval of each Application for Payment for progress payments, and no later than thirty (30) days after such approval, Owner will pay to Design/Builder in manner provided by law, an amount equal to 95 percent of the amounts otherwise due (amounting to a 5% retention) as provided in the Contract Documents, or a lesser amount if so provided in Contract Documents, less an additional five percent of the amounts otherwise due (before taking into account the retention).

2. Payments may at any time be withheld if, in judgment of Owner, Work is not proceeding in accordance with Contract, or Design/Builder is not complying with requirements of Contract, or to comply with stop notices.

3. Before any progress payment or final payment is due or made, Design/Builder shall submit satisfactory evidence that Design/Builder is not delinquent in payments to its Construction General Contractor and its employees, Subcontractors, suppliers, or creditors for labor and materials incorporated into Work. This specifically includes, without limitation, statements from each supplier, Construction General Contractor and Construction Subcontractors providing labor, equipment or services for that time period, that they have submitted conditional lien release forms for the current progress payment and unconditional release forms for past progress payments, except for the preceding month's progress payments, to allow adequate time to pay and collect the unconditional release forms. Design/Builder shall receive such lien release forms, shall represent to Owner that such forms are received, and hold them in trust for the Owner. If Design/Builder does not comply with this obligation, and for good cause, Owner also may elect to pay progress payments by joint check to Design/Builder and any Construction General Contractor or Construction Subcontractor having an interest in that progress payment in such amount. By issuing their bonds, Design/Builder's sureties shall consent to this procedure.

4. Owner reserves and shall have the right to withhold payment for any equipment and/or specifically fabricated materials that, in the sole judgment of Owner, are not adequately and properly protected against weather and/or damage prior to or following incorporation into the Work.

5. Granting of progress payment or payments by Owner, or receipt thereof by Design/Builder, shall not be understood as constituting in any sense acceptance of Work or of any portion thereof, and shall in no way lessen liability of Design/Builder to replace unsatisfactory work or material, though unsatisfactory character of work or material may have been apparent or detected at time payment was made.

6. When Owner shall charge sum of money against Design/Builder under any provision of Contract Documents, amount of charge shall be deducted and retained by Owner from amount of next succeeding progress payment or from any other moneys due or that may become due Design/Builder under Contract. If, on completion or termination of Contract, such moneys due Design/Builder are found insufficient to cover Owner charges against it, Owner shall have right to recover balance from Design/Builder or Sureties.

F. Retention. The issuance of a temporary or conditional certificate of occupancy for a designated portion of the Work as to which Owner has taken beneficial occupancy shall not trigger the retention release provisions under applicable state law.

VII. PROVISIONS FOR MATERIALS AND EQUIPMENT NOT YET INCORPORATED INTO THE WORK

A. Where Design/Builder requests payment on the basis of materials and equipment not incorporated in the Work, Design/Builder must satisfy the following conditions:

1. The materials and/or equipment shall be delivered and suitably stored at the Site or at another local location agreed to in writing, for example, a mutually acceptable bonded and insured warehouse;

2. Full title to the materials and/or equipment shall vest in Owner at the time of delivery to the Site, warehouse or other storage location;

3. Obtain a negotiable warehouse receipt, endorsed over to Owner for materials and/or equipment stored in an off-site warehouse. No payment will be made until such endorsed receipts are delivered to Owner;

4. Stockpiled materials and/or equipment shall be available for Owner inspection, but Owner shall have no obligation to inspect them and its inspection or failure to inspect shall not relieve Design/Builder of any obligations under the Contract Documents. Materials and/or equipment shall be segregated and labeled or tagged to identify these specific Contract Documents;

5. After delivery of materials and/or equipment, if any inherent or acquired defects are discovered, defective materials and/or equipment shall be

removed and replaced with suitable materials and/or equipment at Design/Builder's expense;

6. At Design/Builder's expense, insure the materials and/or equipment against theft, fire, flood, vandalism, and malicious mischief, as well as any other coverages required under the Contract Documents;

7. Design/Builder's Application for Payment shall be accompanied by a bill of sale, invoice or other documentation warranting that Owner has received the materials and equipment free and clear of all liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect Owner interest therein, all of which must be satisfactory to Owner. This documentation shall also include, but not be limited to, suitable evidence that Design/Builder has received and holds in trust for the Owner, conditional releases of mechanics' liens and stop notices from all those providing materials and equipment as to which the Application for Payment relates, as well as unconditional releases of the same from the same as to the previous Application for Payment for which they have not already been provided.

B. Amounts previously paid for materials and equipment prior to incorporation into the Work shall be deducted from amounts otherwise due Design/Builder as they are incorporated.

VIII. FINAL PAYMENT

A. As soon as practicable after all required Work for the Project is completed in accordance with Contract Documents, including commissioning, punch list, testing, record documents and Design/Builder maintenance after Final Acceptance, sufficient to secure a Certificate of Final Completion and following the receipt by the Owner thereof, Owner will pay to Design/Builder, in manner provided by law, unpaid balance of Contract Sum of Work (including without limitation retentions) for the Project, determined in accordance with terms of Contract Documents, less sums determined as follows: 150% of the value of remaining Work, inclusive of remaining punch-list, record document or other items; for stop notices and liens, as may be provided for law full retainage under any provisions of Contract Documents or by law.

B. Prior Project progress payments shall be subject to correction in the final payment. Owner determination of amount due as final payment shall be final and conclusive evidence of amount of Work performed by Design/Builder under Contract Documents and shall be full measure of compensation to be received by Design/Builder. Design/Builder and each assignee under an assignment in effect at time of final payment shall execute and deliver at time of final payment, and as a condition precedent to Owner obligation to make and final payment, Document 00 65 30 (Agreement and Release of Any and All Claims) discharging Owner, its

officers, agents, employees, and consultants of and from liabilities, obligations, and claims arising under Contract Documents relating to the Subproject or Project, as applicable.

C. Final payment shall not be due to Design/Builder until payment is received from the State agency and its agents responsible for processing reimbursements.

IX. BASIS AND EFFECT OF PAYMENT

A. Payment will be made by Owner, based on Owner review of Design/Builder prepared plans and specifications, observations at the Site and the data comprising the Application for Payment. Payment will not be a representation that Owner has:

1. Made exhaustive or continuous on-Site inspections to check the quality or quantity of Work;

2. Thoroughly checked Design/Builder prepared Design Development and/or Contract Documents for compliance with Bridging Documents, code and other agency requirements;

3. Reviewed construction means, methods, techniques, sequences, or procedures;

4. Reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by Owner to substantiate Design/Builder's right to payment; or

B. Made examination to ascertain how or for what purpose Design/Builder has used money previously paid on account of the Contract Sum. Owner does not expressly, or by implication, agree, warrant, or represent in any manner, that actual amount of Work will correspond with amount shown or estimated and reserves right to increase or decrease amount of any class or portion of Work, to leave out entire Work Item or Items, or to add work not originally included in Bid or Contract Documents, when in its judgment such change is in best interest of Owner. No change in Work shall be considered a waiver of any other condition of Contract Documents. No claim shall be made for anticipated profit, for loss of profit, for damages, or for extra payment whatever, except as otherwise expressly provided for in Contract Documents, because of any differences between the amount of work actually done and estimated amount as set forth herein, or for elimination of Work Items.

END OF DOCUMENT

DOCUMENT 01 26 00

CONTRACT MODIFICATION PROCEDURES

I. GENERAL

A. Any change in scope of Work or deviation from the Contract Documents including, without limitation, extra work, or alterations or additions to or deductions from the original Work, shall not invalidate the original Contract, and shall be performed under the terms of the Contract Documents.

B. Only Design/Builder or Owner may initiate changes in scope of Work or a deviation from the Contract Documents.

1. Design/Builder may initiate changes by submitting a Change Proposal Request (CPR), a Notice of Concealed or Unknown Conditions, or a Notice of Hazardous Waste Conditions.

2. Design/Builder shall submit RFIs for clarifications in Owner-prepared Contract Documents in accordance with Document 01 11 50 (Summary of Work - Design Services).

3. Owner may initiate changes in the Work or Contract Time by issuing a Contract Modification (CM) to Design/Builder.

4. Owner may also, by Change Directive (CD), order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with or without adjustment to Contract Sum or Contract Time.

II. PROCEDURES

A. Change Proposal Request (CPR) and Procedures.

1. Whenever Design/Builder elects to or is entitled to submit a CPR, Design/Builder shall prepare and submit to Owner for consideration a CPR using the form attached to this Document 01 26 00.

2. All CPRs must contain a complete breakdown of costs of credits, deducts and extras, itemizing materials, labor, taxes, overhead and profit and any requested changes to Contract Time. All Subcontractor Work shall be so indicated. Individual entries on the CPR form shall include applicable WBS code, with all amounts determined as provided in Sections III and IV of this Document 01 26 00.

3. If Owner accepts a CPR, Owner will prepare a Contract Modification for Owner and Design/Builder signatures.

4. If a CPR is not acceptable to Owner because it does not agree with Design/Builder's proposed cost and/or time, Owner will provide comments thereto. Design/Builder will then, within seven (7) Days (except as otherwise provided in this Document 01 26 00), submit a revised CPR.

5. When a necessity to proceed with a change does not allow Owner sufficient time to conduct a proper check of a CPR (or revised CPR), Owner may issue a Change Directive (CD) as provided below.

B. Requests for Information (RFI):

1. Whenever Design/Builder requires information regarding the Project or Owner-prepared Contract Documents or receives a request for such information from a Subcontractor, Design/Builder may prepare and deliver an RFI to Owner. Design/Builder shall not issue an RFI to Owner solely to clarify Design/Builder–prepared Construction Documents. Design/Builder must submit time critical RFIs at least 30 days before scheduled start date of the affected Work activity. Design/Builder shall reference each RFI to an activity of Progress Schedule and shall note time criticality of the RFI, indicating time within which a response is required. Design/Builder's failure to reference RFI to an activity on the Progress Schedule and note time criticality on the RFI shall constitute Design/Builder's waiver of any claim for time delay or interruption to the Work resulting from any delay in responding to the RFI.

2. Design/Builder shall be responsible for its costs to implement and administer RFIs throughout the Contract duration. Regardless of the number of RFIs submitted, Design/Builder shall not be entitled to additional compensation for the effort required to submit the RFIs. Design/Builder shall be responsible for Owner's administrative costs for answering RFIs where the answer could reasonably be found by reviewing the Contract Documents, as determined by Owner and, at Owner discretion, such costs may be deducted from any progress payment or the final payment.

3. Owner will respond within fourteen (14) Days from receipt of an RFI with a written response to Design/Builder. Design/Builder shall distribute response to all appropriate Subcontractors.

4. If Design/Builder is satisfied with the response and does not request change in Contract Sum or Contract Time, then the response shall be executed without a change.

5. If Design/Builder believes the response is incomplete, Design/Builder shall issue another RFI (with the same RFI number with the letter ".1" indicating it is a follow-up RFI) to Owner clarifying original RFI.

Additionally, Owner may return any RFI requesting additional information should the original RFI be inadequate in describing a condition.

6. If Design/Builder believes that the response results in a change in the Contract Sum or the Contract Time, Design/Builder shall notify Owner with the issuance of a Change Proposal Request (CPR) within seven Days after receiving Owner's response. If Design/Builder requires more time to accurately identify the required changes to Contract Sum or Contract Time, Design/Builder shall provide a preliminary CPR within seven (7) Days after receiving Owner's response, and a final CPR within 21 Days after Owner's response. If Owner agrees with Design/Builder, then Owner will prepare Contract Modification for Owner and Design/Builder signatures. If Owner disagrees with Design/Builder, then Design/Builder may give notice of intent to submit a Claim as provided in Article XII of Document 00 72 53 General Conditions- Design Build), and submit its Claim as provided therein.

7. Design/Builder must submit CPRs or Claims within the time periods required under these Contract Documents. Any failure to do so waives Design/Builder's the right to submit a CPR or file a Claim.

C. Change Directives (CD): If at any time Owner believes in good faith that a timely Contract Modification will not be agreed upon using the foregoing procedures, or at any other time, Owner may issue a CD with its recommended cost and/or time adjustment (if any). Upon receipt of CD, Design/Builder shall promptly proceed with the change of Work involved and respond to Owner within ten (10) Days.

1. Design/Builder's response must be any one of following:

   (a) Return CD signed, thereby accepting Owner response, including adjustment to time and cost (if any); or,

   (b) Submit a (revised if applicable) Change Proposal Request (CPR) with supporting documentation (if applicable, reference original CPR number followed by letter A, B, etc. for each revision), if Owner so requests; or,

   (c) Give notice of intent to submit a claim as described in Article XII of Document 00 72 53 (General Conditions – Design Build), and submit its Claim as provided therein.

2. If the CD provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

   (a) Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation; or,

(b) Cost to be determined in a manner agreed.

3. Change Directive signed by Design/Builder indicates the agreement of Design/Builder therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be finalized as a Contract Modification.

4. If Design/Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by Owner on the basis of reasonable expenditures and savings of those performing the Work attributable to the change including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. If the parties still do not agree on the price for a Change Directive, Design/Builder may file a Claim per Article XII of Document 00 72 53 (General Conditions – Design Build). Design/Builder shall keep and present an itemized accounting in a manner consistent with the WBS, together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this paragraph shall be limited to those provided in Sections III and IV of this Document 01 26 00.

5. Pending final determination of cost to Owner, Design/Builder may include amounts not in dispute in its Applications for Payment. The amount of credit to be allowed by Design/Builder to Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by Owner. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

D. Request for Proposal (RFP):

1. Owner may issue an RFP to Design/Builder. Any RFP will detail all proposed changes in the Work and request a quotation of changes in Contract Sum and Contract Time from Design/Builder. If an RFP requires Design/Builder to prepare architectural or engineering drawings in order to secure quotations from Subcontractors or suppliers, then preparing such design drawings, shall be compensable extra work regardless of Owner's acceptance of the resulting change modification.

2. In response to an RFP, Design/Builder shall furnish a Change Proposal Request (CPR) within twenty-one (21) Business Days of Owner's RFP. Upon approval of CPR, Owner may issue a Change Directive directing Design/Builder to proceed with extra Work. If the parties agree on price and time for the work, the Owner will issue a Contact Modification. If the parties do not agree on the price or time for a CPR, Owner may either issue a CD or decide the issue per Article XII of Document 00 72 53

(General Conditions - Design Build). Design/Builder shall perform the changed Work notwithstanding any claims or disagreements of any nature.

E. Differing Site Conditions and/or Hazardous Waste Conditions. Design/Builder shall submit Notices of Differing Site Conditions and/or Hazardous Waste Conditions to resolve problems regarding differing underground Site conditions encountered in the execution of the Work pursuant to Article XIV of Document 00 72 53 (General Conditions – Design Build). If Owner determines that a change in Contract Sum or Contract Time is justified, Owner will issue RFP or CD.

F. All Changes:

1. Documentation of Change in Contract Sum and Contract Time:

(a) Design/Builder shall document each proposal for a change in cost or time using WBS categories and with sufficient data to allow evaluation of the proposal.

(b) Design/Builder shall, on request, provide additional data to support computations for:

(i) Quantities of products, materials, labor and equipment.

(ii) Taxes, insurance, and bonds.

(iii) Overhead and profit.

(iv) Justification for any change in Contract Time and new Progress Schedule showing revision due, if any.

(v) Credit for deletions from Contract, similarly documented.

(c) Design/Builder shall support each claim for additional cost, and for Work performed on a cost-and-percentage basis, with additional information including:

(i) Credit for deletions from Contract, similarly documented.

(ii) Origin and date of claim.

(iii) Dates and times Work was performed and by whom.

(iv) Time records and wage rates paid.

(v) Invoices and receipts for products, materials, equipment and Subcontracts, similarly documented.

G. Correlation of Other Items:

1. Design/Builder shall revise Application for Payment forms to record each authorized Contract Modification or CD as a separate line item and adjust the Contract Sum as shown thereon prior to the next monthly pay period.

2. Design/Builder shall revise the Progress Schedules prior to the next monthly pay period.

3. Design/Builder shall enter changes in Project Record Documents prior to the next monthly pay period.

H. Responses: For all responses for which the Contract Documents, including without limitation this Document 01 26 00, do not provide a specific time period, recipients shall respond within a reasonable time.

I. Disputes: For all disputes arising from the procedures herein, Design/Builder shall follow Article XII of Document 00 72 53 General Conditions - Design Build.

III. COST DETERMINATION

A. Total cost of extra Work or of Work omitted shall be

1. A mutually agreed upon lump sum for a defined scope of work; or

2. Time and materials, measured as the sum of actually incurred labor costs, material costs and equipment rental costs as defined herein, plus overhead and profit as allowed herein, to include actual additional costs for any additionally required insurance, and bonds, and taxes as defined herein.

3. This measures above stated apply in all cases of claims for extra Work, whether calculating Change Proposal Requests, Contract Modifications or CDs, or calculating claims of all types, and applies even in the event of fault, negligence, strict liability, or tort claims of all kinds, including strict liability or negligence. Design/Builder may recover no other costs arising out of or corrected with the performance of extra Work, of any nature. No special, incidental or consequential damages may be claimed or recovered against Owner, its representatives or agents, whether arising from breach of contract, negligence or strict liability, unless specifically authorized in the Contract Documents.

B. Overhead and Profit Markup.

1. Overhead and profit on labor (whether Subcontractor, Construction General Contractor, Construction Subcontractor, supplier, vendor or Design/Builder) for extra Work shall be fifteen (15%) percent.

2. Overhead and profit on materials (whether Subcontractor, Construction General Contractor, Construction Subcontractor, supplier, vendor or Design/Builder) for extra Work shall be fifteen (15%) percent.

3. Overhead and profit on equipment rental (whether Subcontractor, Construction General Contractor, Construction Subcontractor, supplier, vendor or Design/Builder) for extra Work shall be fifteen (15%) percent.

4. When extra Work is performed by a Subcontractor, Construction General Contractor, Construction Subcontractor, Design/Builder shall receive a fifteen (15%) percent markup on Subcontractors' total costs of extra Work.

5. Under no circumstances shall the total markup on any extra Work exceed twenty (20%) percent of the direct cost, notwithstanding the actual number of contract tiers (Subcontractors, suppliers or vendors).

6. On proposals covering both increases and decreases in Contract Sum, overhead, profit, and commission shall be allowed on the net increase only as determined in this Article III. When the net difference is a deletion, no percentage for overhead profit and commission shall be allowed, but rather an appropriate percentage deduction shall be issued in the amount of the net difference.

7. The markup shall be deemed "all in" to include profit, bonds, insurance, taxes, small tools, cleanup, engineering, supervision, warranties, cost of preparing the cost proposal, jobsite overhead, and home office overhead. No additional costs shall be recognized for taxes, insurance, and bonds.

8. Mark-up shall not include extended superintendent's time, in the event that a change results in compensable time extension under the terms of the Contract Documents.

C. Taxes. All State sales and use taxes, applicable County and applicable Owner sales taxes, shall be included. Federal and Excise tax shall not be included.

D. Owner-Operated Equipment: When equipment owned and operated by Design/Builder, Construction General Contractor, Construction Subcontractor, or any Subcontractor is used to perform extra Work, Design/Builder will be paid for operator as follows:

1. Payment for equipment will be made in accordance with Article IV.C of this Document 01 26 00.

2. Payment for cost of labor will be made at no more than rates of such labor established by collective bargaining agreements for type of worker and location of Work, whether or not owner/operator (i.e., Design/Builder,

Construction General Contractor, Construction Subcontractor, or Subcontractor) is actually covered by such an agreement.

E. Accord and Satisfaction: Every Contract Modification and accepted CD shall constitute a full accord and satisfaction, and release, of all Design/Builder (and if applicable, Construction General Contractor, Construction Subcontractor, Subcontractor) claims for additional time, money or other relief arising from or relating to the subject matter of the change including, without limitation impacts of all types, cumulative impacts, inefficiency, overtime, delay and any other type of claim. Design/Builder may elect to reserve its rights to disputed claims arising from or relating to the changed Work at the time it signs a Contract Modification or approves a CD, but must do so expressly in a writing delivered concurrently with the executed Contract Modification or approved CD, and must also submit a Claim for the reserved disputed items pursuant to Article XII of Document 00 72 53 (General Conditions - Design Build) no later than thirty (30) days of Design/Builder's first written notice of its intent to reserve rights.

IV. COST BREAKDOWN

A. Labor: Design/Builder will be paid cost of labor for workers (including forepersons when authorized by Owner) used in actual and direct performance of extra Work. Labor rates for Construction General Contractor shall be at the fixed rates agreed upon in connection with the Phase Two Guaranteed Maximum Price. Labor rates for all others, whether employer is Design/Builder, Construction Subcontractor, Subcontractor or other forces, will be sum of the following:

1. Actual Wages: Actual wages paid shall include any employer payments to or on behalf of workers for health and welfare, pension, vacation, and similar purposes.

2. Labor surcharge: Payments imposed by local, county, state, and federal laws and ordinances, and other payments made to, or on behalf of, workers, other than actual wages as defined in paragraph IV.A. l of this Document 01 26 00, such as taxes and worker's compensation insurance. Such labor surcharge shall not exceed that set forth in California Department of Transportation official labor surcharges schedule which is in effect on date upon which extra Work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein.

B. Material: Only materials furnished by Design/Builder and necessarily used in performance of extra Work will be paid for. Cost of such materials will be cost, including sales tax, to purchaser (Design/Builder, Construction General Contractor, Construction Subcontractor, Subcontractor- or other forces) from supplier thereof, except as the following are applicable:

1. If cash or trade discount by actual supplier is offered or available to purchaser, it shall be credited to Owner notwithstanding fact that such discount may not have been taken.

2. For materials salvaged upon completion of extra Work, salvage value of materials shall be deducted from cost, less discounts, of materials.

3. If cost of a material is, in opinion of Owner, excessive, then cost of material shall be deemed to be lowest current wholesale price at which material is available in quantities concerned delivered to Site, less any discounts as provided in this Document 01 26 00.

C. Equipment Rental: For Design/Builder-, or Construction General Contractor-, or Construction Subcontractor-, - or Subcontractor-owned equipment, payment will be made at rental rates listed for equipment in California Department of Transportation official equipment rental rate schedule which is in effect on date upon which extra Work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein. If there is no applicable rate for an item of equipment, then payment shall be made for the equipment at rental rate listed in the most recent edition of the Association of Equipment Distributors (AED) book. For rented equipment, payment will be made based on actual rental invoices. Equipment used on extra Work shall be of proper size and type. If, however, equipment of unwarranted size or type and cost is used, cost of use of equipment shall be calculated at rental rate for equipment of proper size and type, as determined by Owner. Rental rates paid shall be deemed to cover cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Unless otherwise specified, manufacturer's ratings, and manufacturer-approved modifications, shall be used to classify equipment for determination of applicable rental rates. Individual pieces of equipment or tools not listed in said publication and having a replacement value of $100 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefor as payment is included in payment for labor. Rental time will not be allowed while equipment is inoperative due to breakdowns.

1. For equipment on Site, rental time to be paid for equipment shall be time equipment is in operation on extra Work being performed or on standby as approved by Owner. The following shall be used in computing rental time of equipment:

   (a) When hourly rates are listed, less than 30 minutes of operation shall be considered to be 1/2 hour of operation.

   (b) When daily rates are listed, less than four hours of operation shall be considered to be a Day of operation.

2. For equipment that must be brought to Site to be used exclusively on extra Work, cost of transporting equipment to Site and its return to its original location shall be determined as follows:

   (a) Owner will pay for costs of loading and unloading equipment.

   (b) Cost of transporting equipment in low bed trailers shall not exceed hourly rates charged by established haulers.

   (c) Cost of transporting equipment shall not exceed applicable minimum established rates of California Public Utilities Commission.

   (d) Owner will not make any payment for transporting and loading and unloading equipment if equipment is used on Work in any other way than upon extra Work.

3. Rental period may begin at time equipment is unloaded at Site of extra Work and terminate at end of the performance of the extra Work or Day on which Owner directs Design/Builder to discontinue use of equipment, whichever first occurs. Excluding Saturdays, Sundays, and legal holidays, unless equipment is used to perform extra Work on such Days, rental time to be paid per Day shall be four hours for zero hours of operation, six hours for four hours of operation and eight hours for eight hours of operation, time being prorated between these parameters. Hours to be paid for equipment that is operated less than eight hours due to breakdowns, shall not exceed eight less number of hours equipment is inoperative due to breakdowns.

V. OWNER-FURNISHED MATERIALS

Owner reserves right to furnish materials as it deems advisable, and Design/Builder shall have no claims for costs and overhead and profit on such materials.

VI. OVERHEAD DEFINED

A. The following constitutes charges that are deemed included in overhead for all Contract Modifications, whether incurred by Design/Builder, Construction General Contractor, Construction Subcontractor, Subcontractors, or suppliers, and Design/Builder shall not invoice or receive payment for these costs separately:

   1. Drawings: field drawings, Shop Drawings, etc., including submissions of drawings (excluding costs compensable per Article II.D above);

   2. Routine field inspection of Work proposed;

   3. General Superintendence;

4. General administration and preparation of cost proposals, schedule analysis, change orders and other supporting documentation as necessary;

5. Computer services;

6. Reproduction services;

7. Salaries of project superintendent, timekeeper, storekeeper and secretaries;

8. Janitorial services;

9. Temporary on-Site facilities:

   (a) Offices;

   (b) Telephones;

   (c) Plumbing;

   (d) Electrical: Power, lighting;

   (e) Platforms;

   (f) Fencing, etc.;

   (g) Water;

10. Home office expenses;

11. Procurement and use of vehicles and fuel used coincidentally in Work otherwise included in the Contract Documents;

12. Surveying;

13. Estimating;

14. Protection of Work;

15. Handling and disposal fees;

16. Final cleanup;

17. Other incidental Work.

VII. RECORDS AND CERTIFICATION

A. All charges shall be recorded daily and summarized in Change Proposal Request form attached hereto. Design/Builder or authorized representative shall complete and sign form each day. Design/Builder shall also provide with the form: the

names and classifications of workers and hours worked by each; an itemization of all materials used; and a list by size type and identification number of equipment and hours operated.

B. Owner shall have the right to audit all records in possession of Design/Builder relating to activities covered by Design/Builder's claims for modification of Contract, including CD Work. This right shall be specifically enforceable, and any failure of Design/Builder to voluntarily comply shall be deemed an irrevocable waiver and release of all claims then pending that were or could have been subject to Article XII of Document 00 72 53 (General Conditions- Design Build).

END OF DOCUMENT

DOCUMENT 01 31 19

PROJECT MEETINGS

I. SUMMARY

A. Section includes description of the required Project meetings for Construction phases of the Work. These meetings include

1. Preconstruction Conference.
2. Schedule Review Meetings
3. Weekly Progress Meetings
4. Progress Schedule and Billing Meetings

II. PRECONSTRUCTION CONFERENCE

A. Owner, its representative, or Design/Builder will call for and administer Preconstruction Conference at time and place to be announced (usually the week prior to start of Work at the Site).

B. Design/Builder, Construction General Contractor, Construction Subcontractors, all major Subcontractors, and major suppliers shall attend Preconstruction Conference.

C. Agenda will include, but not be limited to, the following items.

1. Schedules
2. Personnel and vehicle permit procedures
3. Use of premises
4. Location of the Design/Builder’s on-Site facilities
5. Security
6. Housekeeping
7. Submittal and RFI procedures
8. Inspection and testing procedures, on-Site and off-Site
9. Utility shutdown procedures
10. Control and reference point survey procedures

11. Injury and Illness Prevention Program

12. Design/Builder's Initial Schedule

13. Design/Builder's Schedule of Values

14. Design/Builder's Schedule of Submittals

15. Project Directory

16. Design/Builder's Emergency Contact List

17. Environmental, Safety and Health procedures

D. Owner or its representative will distribute copies of minutes to attendees. Attendees shall have seven (7) Days to submit comments or additions to minutes. Minutes will constitute final memorialization of results of Preconstruction Conference.

III. INITIAL SCHEDULE REVIEW MEETINGS

A. Pre-Construction Review of Initial Draft Schedules. Design/Builder shall meet with Owner prior to Start Date of the Work under Contract Documents and conduct initial review of Design/Builder's draft Shop Drawing and Sample Submittal Schedule, draft Schedule of Values, and Initial Schedule. Authorized representative in Design/Builder's organization, designated in writing, who will be responsible for working and coordinating with Owner relative to preparation and maintenance of Progress Schedule shall attend the initial schedule review meeting.

B. Pre-Payment Review of Second Draft Schedules.

1. Unless otherwise provided in the Contract Documents, at least fifteen (15) Days before submission of the first application for payment, a conference attended by Design/Builder, Owner, and others as appropriate, will be held to review acceptability of the schedules submitted in accordance with this Paragraph, first reviewed at the Preconstruction Conference. Design/Builder shall have an additional seven (7) Days to make corrections and adjustments and to complete and resubmit the schedules. Schedules shall be updated and completed as required by Documents 01 20 53 (Measurement and Payment), 01 32 00 (Progress Schedules and Reports) and 01 33 00 (Submittal Procedures).

2. Design/Builder shall have its manager, superintendent, scheduler, Construction General Contractor, Construction Subcontractors, and key Subcontractor representatives, as required by Owner, in attendance. The meeting will take place over a continuous one (1) Day period. Owner review will be limited to submittal conformance to Contract Documents'

requirements including, but not limited to, coordination requirements. Owner review may also include:

(a) Clarifications of Contract Requirements.

(b) Directions to include activities and information missing from submittal.

(c) Requests of Design/Builder to clarify its schedule.

3. Within five (5) Days of the Schedule Review Meeting, Design/Builder shall respond in writing to all questions and comments expressed by Owner at the meeting.

C. Owner or its representative will administer Schedule Review Meetings and shall distribute minutes of Schedule Review Meetings to attendees. Attendees shall have five (5) Days to submit comments or additions to minutes. Minutes will constitute final memorialization of results of Schedule Review Meetings.

IV. WEEKLY PROGRESS MEETINGS

A. Design/Builder will schedule and administer weekly progress meetings with Construction General Contractor, Construction Subcontractors, Subcontractors and other project participants, as necessary, throughout duration of Work. Progress meetings will be held weekly unless otherwise directed.

1. Meetings shall be held at Design/Builder's on-Site office.

2. A Design/Builder's representative will prepare agenda and distribute it One **(1)** Day in advance of the meeting.

3. Owner shall not attend weekly progress meetings unless mutually agreed by Owner and Design/Builder.

B. Progress meetings shall be attended by Design/Builder's Project Representative, job superintendent, Construction General Contractor, Construction Subcontractors, major Subcontractors and suppliers, and others as appropriate to agenda topics for each meeting, as determined by Design/Builder.

C. Agenda will contain the following items, as appropriate:

1. Review, revise as necessary, and approve previous meeting minutes

2. Review of Work progress since last meeting

3. Status of Construction Work Schedule, delivery schedules, adjustments

4. Submittal, RFI, and Contract Modification status

5. Review of the Design/Builder's safety program activities and results, including report on all serious injury and/or damage accidents

6. Other items affecting progress of Work

V. PROGRESS SCHEDULE AND BILLING MEETINGS

A. A meeting will be held on approximately the 27th of each month or as otherwise agreed to with Owner (but no more than once every thirty (30) days) to review the schedule update submittal and progress payment application.

1. At this meeting, at a minimum, the following items will be reviewed on Design/Builder's pencil copy payment application and progress schedule update submittal:

(a) Percent complete of each activity on the progress schedule;

(b) Time impact evaluations for Contract Modifications and Time Extension Requests;

(c) Actual and anticipated activity sequence changes;

(d) Actual and anticipated duration changes; and

(e) Actual and anticipated Design/Builder delays.

2. These meetings are considered a critical component of overall monthly schedule update submittal and Design/Builder shall have appropriate personnel attend. At a minimum, Design/Builder's General Superintendent shall attend these meetings. Design/Builder shall set aside sufficient time to review the progress schedule and the monthly pay application, and plan on the meeting taking no less than two hours.

VI. SPECIAL MEETINGS

A. Any party may call special meetings by notifying all desired participants and Owner five (5) Days in advance, giving reason for meeting. Special meetings may be held without advance notice in emergency situations.

B. At any time during the progress of Work, Owner shall have authority to require Design/Builder to schedule a meeting with Owner, Construction General Contractor, Construction Subcontractors, and of any or all of the Subcontractors engaged in Work or in other work, to address matters of concern to the Owner.

C. Design/Builder shall schedule and conduct coordination meetings as necessary to discharge coordination responsibilities in Document 00 72 53 (General Conditions - Design Build). Design/Builder shall give Owner five (5) Days written notice of coordination meetings. Design/Builder shall maintain minutes of

coordination meetings. Attendees shall have seven (7) Days to submit comments or additions to minutes. Minutes will constitute final memorialization of results of coordination meetings.

D. Design/Builder to submit minutes of meetings to all attendees within three (3) days of the meeting.

VII. SAFETY MEETINGS

A. Conduct monthly Design/Builder Safety Committee meetings.

B. Conduct weekly toolbox safety talks.

END OF DOCUMENT

DOCUMENT 01 32 00

PROGRESS SCHEDULES AND REPORTS

I. SUMMARY

A. Perform scheduling of Work under this Contract in accordance with requirements of this Document 01 32 00.

1. Development of the Progress Schedule, monthly payment requests, and project status reporting requirements of the Contract Documents shall employ scheduling as required in this Document 01 32 00.

2. Preparation of three week "look ahead" schedules. The three-week look-ahead schedule shall list the trades scheduled for the following three weeks, the approximate resource assignment, and the progress in the past week on trades and work activities for the prior week's three-week lookahead schedule for the prior week. The three-week look-ahead schedule shall be produced and presented at each weekly progress meeting and shall be coordinated with the schedule required under this Document 01 32 00.

3. Submit schedules and reports as specified in Document 00 72 53 (General Conditions – Design/Build).

B. Upon Award of Contract, immediately commence development of Initial Schedule to ensure compliance with schedule submittal requirements.

C. Employ competent scheduling personnel or a schedule consultant with experience performing scheduling required herein on a minimum of two prior, similar projects, and with first-hand knowledge of this Project.

II. GENERAL

A. Progress Schedule shall be based on and shall incorporate milestone and completion dates specified in the Contract Documents.

B. Overall time of completion and time of completion for each milestone shown on Progress Schedule shall adhere to times in Document 00 52 53 (Agreement Form – Owner-Design/Builder), unless an earlier (advanced) time of completion is requested by Design/Builder and agreed to by Owner. A Contract Modification shall formalize any such agreement.

C. The Progress Schedule shall be the basis for evaluating job progress, payment requests, and time extension requests. Responsibility for developing Contract schedule and monitoring actual progress as compared to Progress Schedule rests with Design/Builder.

D. Failure of Progress Schedule to include any element of the Work or any inaccuracy in Progress Schedule will not relieve Design/Builder from responsibility for accomplishing the Work in accordance with the Contract. Owner acceptance of Schedule shall be for its use in monitoring and evaluating job progress, payment requests, and time extension requests, and shall not, in any manner, impose a duty of care upon Owner, or act to relieve Design/Builder of its responsibility for means and methods of construction.

E. Transmit to Owner, no less than monthly, current progress schedule in electronic form, to include the entire electronic file without abridgment, inclusive of all updates.

III. INITIAL AND ORIGINAL PROGRESS SCHEDULE

A. Initial Schedule submitted for review at the Preconstruction Conference shall serve as Design/Builder's schedule for up to thirty (30) Days after the Notice to Proceed.

B. Initial Schedule must indicate detailed plan for the Work to be completed in first thirty (30) Days of the Contract; details of planned mobilization of plant and equipment; sequence of early operations; and procurement of materials and equipment. Show Work beyond thirty (30) Days in summary form.

C. Design/Builder shall submit its final Schedule for review no later than first progress payment. Original Schedule and all updates shall comp a standards herein.

D. All Schedules shall be time-scaled.

E. Except as otherwise expressly provided in this Document 01 32 00, meet with Owner to review and discuss each Schedule (i.e., Initial, Original and monthly updates) within seven (7) Days after each Schedule has been submitted to Owner.

1. Owner review and comment on any Schedule shall be limited to Contract conformance (with sequencing, coordination, and milestone requirements).

2. Design/Builder shall make corrections to Schedule necessary to comply with Contract requirements and shall adjust Schedule to incorporate any missing information requested by Owner. Resubmit Initial Sched e if requested by Owner.

F. Initial Schedule shall all identify the following milestone events:

1. Notice to Proceed date(s)

2. Substantial completion and project completion at each construction phase

3. Start and completion dates for Work in each occupied space

4. Utility connections

5. Inspections

G. Original Schedule and all updates shall identify all Work activities in proper sequence for the completion of the Work. Work activities shall include the following:

1. Major Design/Builder-furnished equipment, materials, and building elements, and scheduled activities requiring submittals or Owner prior approval.

(a) Show dates for the submission, review, and approval of each submittal. Dates shall be shown for the procurement, fabrications, delivery, and installation of major equipment, materials, and building elements, and for scheduled activities designated by Owner.

(b) A minimum of fifteen (15) working days shall be allotted for Owner review for each submittal.

2. System test dates;

3. Dates Design/Builder request designated working spaces, storage areas, access, and other facilities to be provided by Owner;

4. Dates Design/Builder requests orders and decisions from Owner;

5. Dates Design/Builder requests Owner-furnished equipment;

6. Dates Design/Builder requests Owner-furnished utilities;

7. Connection and relocation of existing utilities;

8. Connecting to or penetrating existing structures;

H. If Design/Builder is of the opinion that any of the Work included on its Schedule has been impacted, submit to Owner a written Time Impact Evaluation (TIE) in accordance with Article VIII of this Document 01 32 00. The TIE shall be based on the most current update of the Initial Schedule.

IV. SCHEDULE FORMAT AND LEVEL OF DETAIL

A. Utilize Primavera computer-scheduling software, for all scheduling including schedule updates, and employ scheduling personnel experienced and competent in it. For all activities or impacts shown in schedule, Design/Builder shall complete

all data points in the software to specifically include the activities, their durations, their logic ties and their resources.

B. Each Schedule (Initial, Original and updates) shall indicate all separate fabrication, procurement and field construction activities required for completion of the Work, including but not limited to the following:

1. All Design/Builder, Construction General Contractor, Construction Subcontractor, Subcontractor, and assigned Design/Builder work shall be shown in a logical work sequence that demonstrates a coordinated plan of work for all parties involved in the Work. The intent is to provide a common basis of acceptance, understanding, and communication.

2. Activities related to the delivery of Design/Builder and Owner-furnished equipment to be Design/Builder installed per Contract shall be shown.

3. All activities shall be identified through codes or other identification to indicate the building (i.e. buildings, Site work) and the Design/Builder, Construction General Contractor, Construction Subcontractor, or Subcontractor responsibility to which they pertain.

4. Break up the Work schedule into activities of durations of approximately twenty-one (21) Work Days or less each, except for non-field construction activities or as otherwise deemed acceptable by Owner.

5. Show the critical path in red. For each activity, show early start, late start, early finish, late finish, durations measured in Days, float, predecessor and successor activities, planned workday/week for the activity, and scheduled/actual progress payments.

C. Seasonal weather conditions (which do not constitute a delay as defined herein) shall be considered in the planning and scheduling of all work influenced by high or low ambient temperatures or presence of high moisture for the completion of the Work within the allotted Contract Time.

D. Failure by Design/Builder to include any element of Work required for performance of the Work on the detailed construction schedule shall not excuse Design/Builder from completing all Work required within the Contract Time.

E. A three-week “look ahead,” detailed daily bar chart schedule shall be updated and issued weekly in hard copy and electronically.

V. MONTHLY SCHEDULE UPDATE SUBMITTALS

A. Following acceptance of Design/Builder’s Initial Schedule, Design/Builder shall monitor progress of Work and adjust Schedule each month to reflect actual progress and any anticipated changes to planned activities.

1. Each Schedule update submitted shall be complete, including all information requested for the Initial Schedule and Original Schedule submittal.

2. Each update shall continue to show all Work activities including those already completed. These completed activities shall accurately reflect "as built" information by indicating when activities were actually started and completed, and Design/Builder warrants the accuracy of as-built information as shown.

B. A meeting will be held on approximately the 25th of each month to review the Schedule update submittal and progress payment application.

1. At this meeting, at a minimum, the following items will be reviewed: Percent complete of each activity; Time Impact Evaluation's (TIE)s for Contract Modifications and Time Extension Request; actual and anticipated activity sequence changes; actual and anticipated duration changes; and actual and anticipated Design/Builder delays and critical issues.

2. These meetings are considered a critical component of overall monthly schedule update submittal; have appropriate personnel attend. At a minimum, Design/Builder and the Construction General Contractor's General Superintendent shall attend these meetings.

C. Within five Days after monthly Schedule update meeting, Design/Builder shall submit the updated Schedule, and reports and charts.

D. Within five (5) Days of receipt of above-noted revised submittals, Owner will either accept or reject monthly schedule update submittal.

1. If accepted, percent complete shown in monthly update will be basis for Application for Payment by Design/Builder. The schedule update shall be submitted as part of Design/Builder's Application for Payment and a basis of such payment.

2. If rejected, update shall be corrected and resubmitted by Design/Builder before the Application for Payment is submitted. Owner may withhold five percent of monthly progress payment amount until acceptable schedule update is received.

E. Neither updating, changing or revising of any report, curve, schedule or narrative submitted to Owner by Design/Builder under this Contract, Owner review or acceptance of any such report, curve, schedule or narrative, nor Owner failure to review same, shall have the effect of amending or modifying, in any way, the Contract Substantial Completion date or milestone dates or of modifying or limiting, in any way, Design/Builder's obligations under this Contract. Any Owner review is solely for Owner's internal consideration to reasonably ascertain

likelihood of Design/Builder's achieving applicable Contract milestones, and Design/Builder may not rely thereon.

VI. SCHEDULE REVISIONS

A. Updating the Schedule (Initial and Original) to reflect actual progress shall not be considered revisions to the Schedule. Since scheduling is a dynamic process, however, revisions to activity durations and sequences are expected on a monthly basis.

B. To reflect revisions to the Schedule, provide Owner with a written narrative with a full description and reasons for each Work activity that is revised. For revisions affecting the sequence of Work, provide a schedule diagram that compares the original sequence to the revised sequence of Work. Design/Builder shall clearly show and discuss any changes in the critical path, and provide the written narrative and schedule diagram for revisions three (3) Days in advance of the monthly schedule update meeting.

C. Schedule revisions shall not be incorporated into any schedule update until Owner has reviewed the revisions. Owner may request further information and justification for schedule revisions and, within three (3) Days, provide Owner with a complete written narrative response to Owner request.

D. If Owner does not accept Design/Builder's revision, and Design/Builder disagrees with Owner position, Design/Builder has seven (7) Days from receipt of Owner letter rejecting the revision, to provide a written narrative providing full justification and explanation for the revision. Design/Builder's failure to respond in writing within seven (7) Days of Owner written rejection of a schedule revision shall be contractually interpreted as acceptance of Owner position, and Design/Builder waives its rights to subsequently dispute or file a claim regarding Owner position. If Design/Builder files a timely response as provided in this paragraph, and the parties are still unable to agree, then Owner and Design/Builder's rights shall be as provided in Document 00 72 53 (General Conditions- Design Build), Article XII.

E. At Owner discretion, Design/Builder can be required to provide Subcontractor certifications of performance regarding proposed schedule revisions affecting said Subcontractors.

VII. RECOVERY SCHEDULE

A. If a Schedule update shows a substantial completion date twenty-one (21) Days beyond any Contract Substantial Completion date, Design/Builder shall submit to Owner within seven (7) Days the proposed revisions to recover the lost time. As part of this submittal, Design/Builder shall provide a written narrative for each revision made to recapture the lost time. If the revisions include sequence changes, Design/Builder shall provide a schedule diagram comparing the original sequence to the revised sequence of Work. If Owner requests, Design/Builder

shall show the intended critical path; secure appropriate Construction General Contractor, Construction Subcontractor, and Subcontractor and supplier consent to the recovery Schedule; submit a narrative explaining trade flow and construction flow changes, duration changes, added/deleted activities, critical path changes and identify all near critical paths and man hour loading assumptions for major Subcontractors.

B. The revisions shall not be incorporated into any Schedule update until Owner has reviewed the revisions.

C. If Owner does not accept Design/Builder's revisions, Owner and Design/Builder shall follow the procedures in paragraphs VI.C through VI.E of this Document 01 32 00.

D. At Owner discretion, Design/Builder can be required to provide Subcontractor certifications for revisions affecting said Subcontractors.

VIII. TIME IMPACT EVALUATION FOR CONTRACT MODIFICATIONS AND OTHER DELAYS

A. When Design/Builder is directed to proceed with changed work or otherwise requests a time extension, Design/Builder shall prepare and submit, within fourteen (14) Days from the direction to proceed, a Time Impact Evaluation (TIE) that includes both a written narrative and a schedule diagram depicting how the changed work affects other schedule activities. The schedule diagram shall show how Design/Builder proposes to incorporate the changed work in the schedule, and how it impacts the current Schedule update critical path or otherwise. Design/Builder is also responsible for requesting time extensions based on the TIE's impact on the critical path. The diagram shall be tied to the main sequence of scheduled activities to enable Owner to evaluate the impact of changed work to the scheduled critical path.

B. Comply with the requirements of paragraph VIII.A of this Document 01 32 00 for all types of delays such as, but not limited to, Design/Builder/Subcontractor delays, adverse weather delays, strikes, procurement delays, fabrication delays, etc.

C. Design/Builder is responsible for all costs associated with the preparation of TIEs, and the process of incorporating TIEs into the current schedule update.

D. Once agreement has been reached on a TIE, the Contract Time will be adjusted accordingly. If agreement is not reached on a TIE, the Contract Time may be extended in an amount Owner allows, and Design/Builder may submit a claim for additional time claimed by Design/Builder as provided in Document 00 72 53 (General Conditions - Design Build).

IX. TIME EXTENSIONS

A. Design/Builder is responsible for requesting time extensions for time impacts that, in the opinion of Design/Builder, impact the critical path of the current schedule update. Notice of time impacts shall be given in accordance with Document 00 72 53 (General Conditions - Design Build).

B. Where an event for which Owner is responsible impacts the projected Substantial Completion date, Design/Builder shall provide a written mitigation plan, including a schedule diagram, which explains how (e.g., increase crew size, overtime, etc.) the impact can be mitigated. Design/Builder shall also include a detailed cost breakdown of the labor, equipment, and material Design/Builder would expend to mitigate Owner-caused time impact. Design/Builder shall submit mitigation plan to Owner within fourteen (14) Days from the date of discovery of said impact. Design/Builder is responsible for the cost to prepare the mitigation plan.

C. Failure to request time, provide TIE, or provide the required mitigation plan will result in Design/Builder waiving its right to a time extension and cost to mitigate the delay.

D. No time will be granted under the Contract Documents for cumulative effect of changes.

E. Owner will not be obligated to consider any time extension request unless requirements of Contract Documents are complied with.

F. Failure of Design/Builder to perform in accordance with the current schedule update shall not be excused by submittal of time extension requests.

G. Notwithstanding any other provision of this Document 01 32 00, if Design/Builder does not submit a TIE within the required fourteen (14) Days for any issue, Design/Builder hereby agree that Design/Builder does not require a time extension for that issue.

X. PROJECT STATUS REPORTING

A. In addition to submittal requirements for scheduling identified in this Document 01 32 00, Design/Builder shall provide a monthly project status report (i.e., written narrative report) to be submitted in conjunction with each Schedule as specified herein. Status reporting shall be in form specified in this Article.

B. Design/Builder shall prepare monthly written narrative reports of status of Project for submission to Owner. Written status reports shall include:

1. Status of major Project components (percent complete, amount of time ahead or behind schedule) and an explanation of how Project will be brought back on schedule if delays have occurred.

2. Progress made on critical activities indicated on each Schedule, including inspections.

3. Explanations for any lack of work on critical path activities planned to be performed during last month.

4. Explanations for any schedule changes, including changes to logic or to activity durations.

5. List of critical activities scheduled to be performed during the next month.

6. Status of major material and equipment procurement.

7. Any delays or other problems encountered during reporting period and recommendations for action to prevent such delays or problems from re-occurring.

8. Intentionally omitted.

9. Design/Builder may include any other information pertinent to status of Project. Include additional status information requested by Owner at no additional cost.

10. Status reports, and the information contained therein, shall not .be construed as claims, notice of claims, notice of delay, or requests for changes or compensation.

C. At the close of each workday provide Owner with report of Design/Builder and its Subcontractors' work activities for that day, including trades, equipment, work activities worked on, staff levels, and equipment deliveries. Use form acceptable to Owner.

END OF DOCUMENT

DOCUMENT 01 33 00

SUBMITTAL PROCEDURES

I. SUMMARY

Design/Builder shall present, track, and file submit submittals on the Project to ensure that suitable products and materials are timely identified and ordered for the Work, and that the products and materials incorporated into the Project have been approved by the Owner and the Authorities Having Jurisdiction over the Project.

II. PROCEDURES

A. Submit at Design/Builder's expense the following items (''Submittals") required by the Contract Documents:

1. Schedule of Shop Drawing and Sample Submittals;
2. Safety Plans;
3. Progress Schedule;
4. Product Data;
5. Shop Drawings;
6. Samples;
7. Coordination Drawings;
8. Quality Assurance Control Data;
9. Machine Inventory Sheets;
10. Installation, Operation, and Maintenance Manuals;
11. Computer Programs;
12. Project Record Documents.

B. Design/Builder shall cause all Subcontractors (including Design/Builder for self-performed Work, vendors and suppliers) to forward copies of all Submittals to Owner concurrently with their delivery to Design/Builder (and/or Design/Builder's Architect of Record) in accordance with accepted Submittals schedule. If Owner, in its sole discretion, elects to provide comments on any such Submittal before scheduled time for final approval, Design/Builder shall review, consider and respond to Owner's comments. Any failure to respond to such

Owner comments shall conclusively mean that Owner's comments are accepted and become part of Contract Documents.

C. Design/Builder shall forward copies of all disposition Submittals (i.e., including without limitation Submittals which are approved, rejected, or marked no exceptions taken, make corrections, revise and resubmit, etc.) to Owner concurrently with Design/Builder's return to the submitting party.

D. Each Submittal delivered to Owner shall be accompanied by the appropriate Submittal transmittal form (which form is subject to Owner's reasonable approval). Submittals shall include identify Project, Subproject, Design/Builder, Construction General Contractor, Construction Subcontractor, Subcontractor, major supplier, pertinent Drawing sheet and detail number, and Specification Section number as appropriate. Where manufacturer's standard drawings or data sheets are used, they shall be marked clearly to show those portions of the data that are applicable to this Project. Inapplicable portions shall be marked out. Submittals shall be submitted based on each Specification Section.

E. The data shown on the Submittals shall be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to show Owner the materials and equipment Design/Builder proposes to provide and to enable Owner to review the information for the limited purposes specified in this Document 01 33 00. Submittals shall be identified clearly as to material, supplier, pertinent data such as catalog numbers and the use for which it is intended and otherwise as Owner may require to enable Owner to review the Submittal. The quantity of each Submittal to be delivered will be as required by individual Specification Sections or this Document 01 33 00.

F. Design/Builder shall not approve any Submittal which permits variations from the requirements of the Contract Documents, without Owner's express written approval. Design/Builder is solely responsible for providing Owner with sufficient time to consider any such variance

G. Submittal coordination and verification is Design/Builder's responsibility; this responsibility shall not be delegated in whole or in part to Subcontractors or suppliers. Before approving each Submittal, Design/Builder shall review and coordinate each Submittal with other Submittals and with the requirements of the Work and the Contract Documents, and determine and verify:

1. All field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar information with respect thereto;

2. All materials with respect to intended use, fabrication, shipping, handling, storage, assembly and installation pertaining to the performance of the Work; and

3. All information relative to Design/Builder's sole responsibilities and of means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.

H. Design/Builder's delivery to Owner of a disposed Submittal shall constitute Design/Builder's representation that it has satisfied its obligations under the Contract Documents, and as set forth immediately above in this Article II of Document 01 33 00, with respect to Design/Builder's review and approval of that Submittal.

I. Designation of work "by others," if shown in Submittals, shall mean that work will be responsibility of Design/Builder rather than Subcontractor or supplier who has prepared Submittals.

J. Notwithstanding any other provision of this Document 01 33 00, Owner's receipt of Submittals is solely for Owner's information. Owner shall be under no obligation to review any Submittal, or to do so within any particular time frame. Neither favorable review nor lack of timely review will constitute acceptance by Owner of any responsibility for the accuracy, coordination and completeness of the Submittals. Accuracy, coordination, and completeness of Submittals shall be sole responsibility of Design/Builder, including responsibility to back-check comments, corrections, and modifications before fabrication. Design/Builder, Construction General Contractor, Construction Subcontractor, Subcontractors, or suppliers may prepare Submittals, but Design/Builder shall ascertain that Submittals meet requirements of Contract Documents, while conforming to structural space and access conditions at point of installation. Owner review, if any will be only to assess if the items covered by the Submittals will, after installation or incorporation in the Work, conform to the requirements of the Contract Documents. No Owner review of Submittal, method of work, or information regarding materials and equipment Design/Builder proposes to furnish shall relieve Design/Builder of responsibility for errors therein, nor shall it be regarded as assumption of risks or liability by Owner, or any officer or employee thereof, and Design/Builder shall have no claim under Contract Documents on account of failure or partial failure or inefficiency or insufficiency of any plan or method of work or material and equipment so reviewed.

K. Owner review will not extend to the means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

L. Design/Builder shall reproduce and distribute copies of shop drawings and copies of product data (either hard copy or electronically) which carry the Architect's review stamp to:

1. Jobsite file;

2. Record Documents file;

3. Other affected Design/Builders, if any;

4. Construction General Contractor, Construction Subcontractor, and Subcontractors;

5. Supplier or fabricator. Distribute samples which carry Architect's stamp as directed.

M. Design/Builder shall distribute copies of reviewed Submittals to concerned persons, and instruct recipients to promptly report any inability to comply with provisions.

N. All Submittals shall be number-identified by Design/Builder (or submitting Subcontractor/vendor/supplier) in accordance with the following:

1. Sequentially number each Submittal (i.e., "1", "2", "3", etc.) as the basis for number identification of Submittals.

2. Affix the Submittal number under which each Submittal is made on every copy of each Shop Drawing, product data, sample, certification, etc.

3. Number Installation, Operation, and Maintenance Manuals with original root number of the approved Submittal for the item.

4. If the Submittal is a re-submittal (including without limitation after an initial Submittal is rejected, returned without review or marked 'Revise as Noted and Resubmit'), add the suffix designation "A" (i.e., are-submittal of Submittal 1 would be numbered 1A). Subsequent re-submittals would be identified by the Submittal number and sequential letters (i.e., ''B", "C", "D", etc.).

5. All Submittals shall include all information requested by each Specification Section. Design/Builder shall not allow partial Submittals unless previously authorized by Owner. In the event a partial Submittal is authorized, each subsequent different Submittal (as opposed to re-submittal) is given a new number.

6. Submittals shall contain:

(a) The submittal number.

(b) The date of submission and the dates of any previous submissions.

(c) The Project and Subproject titles and numbers.

(d) Contract identification.

(e) The names of:

(i) Design/Builder.

(ii) Supplier.

(iii) Manufacturer.

(f) Identification of product, with the Specification Section number.

(g) Field dimensions, clearly identified as such.

(h) Relation to adjacent or critical features of the Work or materials.

(i) Applicable standards, such as ASTM or Federal Specification numbers.

(j) Identification of deviations from Drawings and Specifications.

(k) Identification of revision on re-submittals.

(l) An 8-inch x 3-inch blank space for Architect's and/or consultants' stamps.

(m) Design/Builder's stamp, initialed or signed, to clarify review of submittal, verification of products, field dimensions and field construction criteria, and coordination of the information within the submittal with requirements of the work and of the Drawings and Specifications.

O. Submission Requirements:

1. Require Submittals to be delivered no later than required by the Schedule of Submittals.

2. Initial Submittal of installation, Operation, and Maintenance Manuals shall be forty-five (45) Days after the date Submittals that pertain to the applicable portion of the Installation, Operation, and Maintenance Manual is satisfactorily reviewed.

3. The following table lists the number of initial Submittals required from Design/Builder for each type of submission, to whom Design/Builder shall distribute the information, and Owner distribution of reviewed submissions. If Design/Builder needs more copies of reviewed Submittals returned to it, then either submit additional copies or make copies from the returned transparency Submittal. Submittals requiring resubmission will require the same quantity and distribution as an initial Submittal.

4. Accompany Submittals with Submittal transmittal form containing:

(a) Date, revision date, and Submittal log number.

(b) Project and Subproject names and Owner Contract numbers.

(c) Design/Builder's name, address, and job number.

(d) Specification Section number clearly identified.

(e) The quantity of Shop Drawings, Product Data, or Samples submitted.

(f) Notification of approved deviations from Contract Documents.

(g) Materials Safety Data Sheet (MSDS) for each item complying with OSHA Hazard.

(h) Other pertinent data.

P. Design/Builder shall require Submittal issuers to comply with the following resubmission requirements:

1. Shop Drawings:

(a) Revise initial Shop Drawings as required and resubmit as specified for initial Submittals.

(b) Indicate on Shop Drawings any changes that have been made.

2. Product Data and Samples: Submit new Product Data and Samples as required for initial Submittals.

3. Installation, Operation, and Maintenance Manuals: Revise initial Installation, Operation, and Maintenance Manual(s) as required and resubmit as specified for initial Submittals.

III. SCHEDULE OF SHOP DRAWING AND SAMPLE SUBMITTALS

A. Design/Builder shall prepare Schedule of Shop Drawing and Sample Submittals as required by Document 00 72 53 (General Conditions - Design Build). Design/Builder shall submit two copies of final and accepted Schedule of Shop Drawings and Sample Submittals as required by paragraph II.A.1 of this Document 01 33 00.

B. Schedule of Shop Drawing and Sample Submittals may be used by Owner to schedule its activities relating to Submittals. Schedule of Submittals shall indicate a spreading out of Submittals and early Submittals of long-lead-time items and of items that require extensive review.

C. Schedule of Shop Drawing and Sample Submittals will be reviewed by Owner and shall be revised and resubmitted until accepted by Owner.

D. Unless otherwise specified, Design/Builder shall require Subcontractors (including without limitation Design/Builder for self-performed Work) vendors and suppliers to make Submittals in groups containing all associated items to assure that information is available for checking each item when it is received. Design/Builder shall require submitting party to identify on the Submittal which Submittals should be reviewed together.

E. Design/Builder shall prepare the Submittal Schedule and coordinate it with the Contract Schedule. Design/Builder shall not process submittals before the Submittal Schedule has been submitted to and accepted by the Owner, except in such cases where the processing of submittals is required before the acceptance of the Submittal Schedule.

F. In preparing the Submittal Schedule, Design/Builder must first determine from the Contract Schedule the date the particular item is needed for the Work. Working backwards, Design/Builder will add the required number of days for shipment, time for fabrication, and similar items to determine the date of the first submittal.

G. The Submittal Schedule shall be adjusted to meet the needs of the construction process and Contract Schedule. Design/Builder shall submit to Owner the Submittal Schedule after it is completed and each time it is updated by Design/Builder.

IV. SAFETY PROGRAM

Submit the Safety Program specific to these Contract Documents to the Owner. Owner shall review Safety Program and return with any comments. Design/Builder shall continue revising Safety program as necessary until satisfactory to Owner.

V. PROGRESS SCHEDULE

A. See Document 01 32 00 (Progress Schedules and Reports) for schedule and report requirements. Document 01 32 00 shall control in any conflict with Document 01 33 00.

B. Design/Builder shall submit to Owner three (3) print copies of schedule at each of the following times:

1. Initial Progress Schedule at the Preconstruction Conference;

2. Original Schedule within twenty (20) Days of the Notice to Proceed date;

3. Adjustments to the Schedule as required;

4. Schedule updates monthly, seven (7) Days prior to monthly progress meeting.

C. Submit the reports listed in Document 01 32 00 (Progress Schedules and Reports) with:

1. Initial Schedule;

2. Original Schedule;

3. Each monthly Schedule update.

D. Progress Schedules and Reports shall be submitted via email using software described in paragraph IV.A of Document 01 32 00, in addition to hard copies specified in this paragraph V. Electronic files shall be complete copies, including all programs and electronic coding.

VI. PRODUCT DATA

A. Within time provided in Submittals Schedule, Design/Builder shall submit to Owner the complete list of major products proposed for use, with name of manufacturer, telephone number, trade name, and model number of each product. Tabulate product data by Specification Section.

B. For products specified only by reference standards, Product Data Submittals shall give manufacturer, trade name, model or catalog designation, and reference standards.

C. Product or Catalog Data:

1. Manufacturer's standard drawings shall be modified to delete non-applicable data or include applicable data.

2. For manufacturer's catalog sheets, brochures, diagrams, schedules, charts, illustrations and other standard descriptive data, Design/Builder shall:

(a) Mark each copy to identify pertinent materials, products, or models.

(b) Show dimensions and clearances required, performance characteristics and capacities, wiring diagrams and controls.

(c) Include applicable MSDS.

D. Supplemental Data. Design/Builder shall mark each copy to identify applicable products, models, options, and other data, and supplement manufacturer's standard data to provide information unique to Project.

E. Design/Builder shall provide copies tor Project Record Documents described in Document 01 77 00 (Contract Closeout).

VII. SHOP DRAWINGS

A. A. Minimum Sheet Size: 8-1/2 inches by 11 inches. All others: Multiples of 8-1/2 inches by 11 inches, 34 inches by 44 inches maximum.

B. Original sheet will be marked with AOR review comments and returned to submitting party, with copy to Owner, etc. as provided in paragraph II above.

C. The submittal shall identify applicable products, models, options, and other data; supplement manufacturers' standard data to provide information unique to Work.

The submittal shall include manufacturers' installation instructions when required by Specification Section.

D. Shop Drawings shall be drawn to scale and completely dimensioned, giving plan view together with such sectional views as are necessary to clearly show construction detail and methods.

VIII. SAMPLES

A. Design/Builder shall provide full range of manufacturers' standard colors, textures, and patterns for Owner selection.

B. Design/Builder shall deliver samples to illustrate functional and aesthetic characteristics of product, with integral parts and attachment devices. Design/Builder shall coordinate Submittal of different categories for interfacing work.

C. Design/Builder shall include identification on each sample, giving full information.

D. Sizes: Unless otherwise specified, Design/Builder shall provide the following:

1. Paint Chips: Manufacturers' standard.

2. Flat or Sheet Products: Minimum 6 inches square, maximum 12 inches square.

3. Linear Products: Minimum 6 inches, maximum 12 inches long.

4. Bulk Products: Minimum one pint, maximum one gallon.

E. Full size samples may be used in Work upon approval by Owner.

F. Field Samples and Mock-ups (if applicable):

1. Design/Builder shall erect field samples and mock-ups at Site in accordance with requirements of Specification Sections. If testing is conducted, record and certify results and full Contract compliance.

2. Design/Builder shall modify or make additional field samples and mock-ups as required to provide appearance and finishes approved by Owner.

3. Approved field samples and mock-ups may be used in Work upon approval by Owner.

4. Design/Builder shall construct or prepare as many additional Samples as may be required, as directed by Owner, until desired textures, finishes, and/or colors are obtained.

5. Accepted Samples and mock-up shall serve as the standard of quality for the various units of work.

G. No review of a Sample shall be taken in itself to change or modify the requirements in the Contract Documents.

H. Finishes, materials, and workmanship in the completed Work shall match accepted Samples.

I. Remove mock-ups at conclusion of Work.

IX. QUALITY ASSURANCE CONTROL SUBMITTALS

A. Test Reports:

1. Design/Builder shall submit an electronic copy that shall be marked with Owner review comments and returned to Design/Builder.

2. Design/Builder shall indicate that material or product conforms to or exceeds specified requirements.

3. Reports may be from recent or previous tests on material or product, but shall be acceptable to Owner. Comply with requirements of each individual Specification Section.

B. Certificates:

1. Design/Builder shall submit five (5) copies; one (1) copy will be marked with Owner review comments and returned to Design/Builder.

2. Design/Builder shall indicate that material or product conforms to or exceeds specified requirements.

3. Design/Builder shall submit supporting reference data, affidavits, and certifications as appropriate.

4. Certificates may be recent or from previous test results on material or product, but shall be acceptable to Owner.

C. Manufacturers' Instructions. Design/Builder shall:

1. Submit an electronic copy that will be marked with Owner review comments and returned to Design/Builder.

2. Include manufacturers' printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing.

3. Identify conflicts between manufacturers' instructions and Contract Documents.

D. Material Safety Data Sheets:

1. In addition to Material Safety Data Sheets (MSDS) otherwise required by the Contract Documents, Design/Builder shall submit MSDS for any paints, solvents, thinners, varnish, lacquer, glues and adhesives, mastics, or other materials needed for the Project as required by the individual Specification Sections or as otherwise specified in the Contract Documents.

2. MSDS required for a Submittal shall be submitted with product data in order for the Submittal to be reviewed.

X. INSTALLATION, OPERATIONS, AND MAINTENANCE MANUALS

A. A. Sheet Size: 8-1/2 x 11 inch

B. Drawing Size: Design/Builder shall reduce drawings or diagrams to an 8-1/2 x 11 inch or 11 x 17 inch size. However, where reduction is not practical to ensure readability, fold larger drawings separately and place in vinyl envelopes bound into the binder. Identify vinyl envelopes with drawing numbers.

C. Binding: Design/Builder shall bind in stiff, metal-hinged, three-ring binder(s) with standard three-hole punching.

D. Multiple Items: Multiple items may be combined into one binder; tab each section with plastic-coated dividers.

E. Page Protectors: Design/Builder shall provide plastic sheet lifters prior to first page and following last page.

F. Binder title: Design/Builder shall include the following title on front and spine of binder: "COUNTY OF RIVERSIDE, HARMONY HAVEN CHILDREN & YOUTH WELLNESS CENTER, INSTALLATION, OPERATION, AND MAINTENANCE MANUAL, 20__."

G. Contents:

1. Introductory information shall include:

(a) Title page providing the same information as paragraph F above;

(b) Design/Builder's name, address, and telephone number;

(c) Table of Contents.

2. Include, at a minimum, the following detailed information for each item as applicable and as required by individual Specification Sections:

(a) Equipment function, normal operating characteristics, limiting operations.

(b) Assembly, disassembly, installation, alignment, adjustment, and checking instructions.

(c) Operating instructions for startup, routine and normal operation, regulation and control, shutdown, and emergency conditions.

(d) Lubrication and maintenance instructions including specific type and amount of lubricant and recommended lubrication interval.

(e) Guide to "troubleshooting."

(f) Parts list and predicted life of parts subject to wear.

(g) Outline, cross-section, and assembly drawings; engineering data; and electrical diagrams, including elementary diagrams, labeled wiring diagrams, connection diagrams, word description of wiring diagrams and interconnection diagrams.

(h) Test data and performance curves.

(i) A list of recommended spare parts with a price list and a list of spare parts provided under this Contract.

(j) Copies of parts lists or other documents packed with equipment when delivered.

(k) Instrumentation or tag numbers relating the equipment back to the Contract Documents.

3. Index

H. Final Submittal: Upon favorable review of Installation, Operation, and Maintenance Manual(s) by Owner, Design/Builder shall deliver three (3) hard

copies and one (1) electronic media format copy of the final approved Installation, Operation, and Maintenance Manual(s). Electronic media format copy shall include all tables, charts, drawings, codes and all other matters reflected in hard copies. Design/Builder shall complete the Equipment and Tasks lists in digital format for each piece of equipment supplied.

I. Electronic Media Format: Compatible with Microsoft® Word, AutoCAD in drawing format (.DWG), or Adobe (.PDF) unless directed otherwise by Owner. All files shall be delivered in a usable electronic format.

J. Draft Submittal: The Draft Submittal of Installation, Operation, and Maintenance Manuals shall be submitted to Owner prior to equipment startup.

XI. COMPUTER PROGRAMS

When any equipment requires operation by computer programs, Design/Builder shall submit copy of program on appropriate diskette, plus a hard-copy and an electronic copy (Adobe .PDF format) of all user manuals and guides for operating the programs and making changes in the programs for upgrading and expanding the databases. All programs shall be Windows compatible. Design/Builder shall provide required licenses to Owner at no additional cost.

XII. PROJECT RECORD DOCUMENTS

Design/Builder shall submit one (1) copy of each of the Project Record Documents listed in Document 01 77 00 (Contract Closeout).

XIII. DELAY OF SUBMITTALS

Delay of Submittals by Design/Builder is considered avoidable delay.

XIV. OPTIONAL REVIEW MEETING

At the Design/Builder's request, in order to facilitate the timeliness of the review process, Owner may schedule a meeting to review the materials submitted. If this option is exercised, the following requirements apply:

A. Design/Builder shall request a meeting date with Owner at least ten (10) Business Days in advance.

B. Design/Builder shall provide the complete package of Submittal information at least five (5) Business Days in advance of the meeting.

C. The meeting shall take place at Owner office. Owner will provide the authorized staff to review and respond on the Submittal information during the meeting.

D. Design/Builder shall make available for this meeting the job superintendent and/or foreman, Design/Builder's safety officer, and someone knowledgeable of all the items submitted and authorized to make substitutions or changes.

END OF DOCUMENT

DOCUMENT 01 42 53

REFERENCES AND DEFINITIONS

I. DEFINITIONS

A. Wherever any of the words or phrases defined below, or a pronoun used in place thereof, is used in any part of the Contract Documents, it shall have the meaning here set forth. This list is not intended to be comprehensive and definitions of terms may occur within other parts of the Contract Documents. In the Contract Documents, the neuter gender includes the feminine and masculine, and the singular number includes the plural. While Owner has made an effort to identify all defined terms with initial caps, the following definitions shall apply regardless of case unless the context otherwise requires:

1. Agreement (Document 00 52 53): Agreement is the basic contract document that binds the parties to construction Work. Agreement defines relationships and obligations between Owner and Design/Builder and by reference incorporates Conditions of Contract, Drawings, and Specifications and contains Addenda and all Modifications subsequent to execution of Contract Documents.

2. Alternate: Work added to or deducted from the base Contract Sum, if accepted by Owner. (if used)

3. Application for Payment: Written application for monthly or periodic progress or final payment made by Design/Builder complying with the Contract Documents.

4. Approved Equal: Approved in writing by Owner ac; being. of equivalent quality, utility and appearance.

5. Architect or Engineer: If used elsewhere in the Contract Documents, ‘‘Architect” or “Engineer” shall mean a person holding a valid California State Engineer’s or Architect’s license representing the Owner in the administration of the Contract Documents. Architect may be an employee of or an independent consultant to Owner. When Architect is referred to within the Contract Documents and no Architect has in fact been designated, then the matter shall be referred to Owner. The term Architect shall be construed to include employees of Architect and/or employees that Architect supervises. When the designated Architect is an employee of Owner, his or her authorized representatives on the Project will be included under the term Architect. If Architect is an employee of Owner, Architect is the beneficiary of all Design/Builder obligations to Owner, including without limitation, all releases and indemnities. Unless obviously intended, the term “Architect” shall not include any architect or engineer of Design/Builder.

6. Asbestos: Any material that contains more than one percent asbestosis and is friable or is releasing asbestos fibers into the air above current action levels established by OSHA or Cal/ OSHA.

7. AHJ or Authority Having Jurisdiction: Any federal, state, local, or other governmental entity with statutory or regulatory authority over the Project.

8. Business Day: Any Day other than Saturday, Sunday, and days which are designated as holidays by Owner. If a holiday falls on a Saturday, the preceding Friday will be the holiday. If a holiday falls on a Sunday, the following Monday will be the holiday. Refer to the Owner web site for a list of Owner observed holidays.

9. By Others: Work that is outside scope of Work to be performed by Design/Builder under this Contract, which will be performed by Owner, other Design/Builders, or other means.

10. By Owner: Work that will be performed by Owner or its agents at Owner expense.

11. California Building Standards Code: California Code of Regulations Title 24, including without limitation Part 1 (California Building Standards Administrative Code), Part 2 (California Building Code), etc.

12. Change Directive: A written directive from Owner to Design/Builder ordering alterations or modifications that do not result in change in Contract Sum or Contract Time, and do not substantially change Drawings or Specifications. See Document 01 26 00 (Modification Procedures).

13. Change Order: A written order prepared and signed by the Owner directing a change in the Work.

14. Change Directive (“CD”): Is defined in Document 01 26 00 (Modification Procedures).

15. Change Proposal Request (“CPR”): Is defined in Document 01 26 00 (Modification Procedures).

16. Code Inspector: A local or state agency responsible for the enforcement of applicable codes and regulations.

17. Commissioning Agent: See Document 01 91 00 (Commissioning).

18. Concealed: Work not exposed to view in the finished Work, including within or behind various construction elements.

19. Construction Documents: defined in Document 01 11 53 (Summary of Work- Design Build) and Document 01 11 50 (Summary of Work- Design Services).

20. Construction General Contractor: A person or legal entity that has a direct contractual relationship with the Design/Builder to perform, among other things, construction of the Work. The Construction General Contractor shall be Snyder Langston, LLC.

21. Construction Manager: A third-party consultant retained by the Owner to assist in the Owner's administration of the Contract. The Construction Manager does not have legal authority to bind the Owner and does not act as an agent for the Owner in any legal capacity.

22. Construction Subcontract: A written agreement between the Design/Builder and/or the Construction General Contractor and a trade subcontractor licensed by the State of California's Contractors State License Board to perform work, provide labor, materials, fabrication, equipment, or installation of a portion of the Work within a particular specialty trade.

23. Construction Subcontractor: A trade subcontractor licensed by the State of California's Contractors State License Board to perform work, provide labor, fabrication, equipment, or installation of a portion of the Work within a particular specialty trade that enters into a Construction Subcontract.

24. Contract Conditions: Consists of two parts: General Conditions and Supplemental Conditions. General Conditions are general clauses that are common to the Owner Contracts, including Document 00 72 53. Supplemental conditions modify or supplement General Conditions to meet specific requirements for this Contract, Document series 00 73 00.

25. Contract Date: See Document 00 52 53 (Agreement).

26. Contract Documents and Contract: Contract Documents and Contract shall consist of the documents identified as the Contract Documents in Document 00 52 53 (Agreement), plus all changes, addenda, and modifications thereto.

27. Contract Modification ("CM"): a written amendment to Contract signed by Design/Builder and Owner. See Document 01 26 00 (Modification Procedures).

28. Contract Sum: The sum stated in the Agreement and, including authorized adjustments, the total amount payable by Owner to Design/Builder for performance of the Work and the Contract Documents. The Contract Sum

is also sometimes referred to as the Contract Price or the Contract Amount.

29. Contract Time: The number or numbers of Days or the dates stated in the Agreement to achieve Substantial Completion of the Work or designated milestones, or, to complete the Work so that it is ready for final payment and is accepted.

30. Design/Builder: The person or entity identified as such in the Agreement and referred to throughout the Contract Documents as if singular in number and neutral in gender. The term "Design/Builder" means the Design/Builder or its authorized representative. The Design/Builder entity shall be PMB Beaumont LLC.

31. Design/Builder's Employees: Persons engaged in execution of Work under Contract as direct employees of Design/Builder, of Construction General Contractor, of Construction Subcontractors, or of Subcontractors.

32. Design/Builder's Representative (or Design/Builder's Project Representative)(s): See Document 00 52 53 (Agreement).

33. County: The County of Riverside, California.

34. Day: One calendar day of 24 hours measured from midnight to the next midnight, unless the word "day'' is specifically modified to the contrary.

35. Design Development Documents: defined in Document 01 11 50 (Summary of Work – Design Services).

36. Defective: An adjective which, when modifying the word "Work," refers to Work that is unsatisfactory or unsuited for the use intended, faulty, or deficient, that does not conform to the Contract Documents, or docs not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents (including but not limited to approval of samples and "or equal" items), or has been damaged prior to final payment (unless responsibility for the protection thereof has been assumed by Owner). Owner is the judge of whether Work is defective.

37. Drawings: The graphic and pictorial portions of Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

38. Equal: Equal in opinion of Owner. Burden of proof of equality is responsibility of Design/Builder.

39. Exposed: Work exposed to view in the finished Work, including behind louvers, grilles, registers and various other construction elements.

40. Final Acceptance or Final Completion: Owner acceptance of the Work of the Project as satisfactorily completed in accordance with Contract Documents. Requirements for Final Acceptance/Final Completion include, but are not limited to: All systems having been tested and accepted as having met requirements of Contract Documents; All required instructions and training sessions having been given by Design/Builder; All Project Record Documents having been submitted by Design/Builder, reviewed by Owner and accepted by Owner; All punch list work, as directed by Owner, having been completed by Design/Builder; Generally all Work, except Design/Builder maintenance after Final Acceptance, having been completed to satisfaction of Owner.

41. Force Account: Work directed to be performed without prior agreement as to lump sum or unit price cost thereof, and which is to be billed at cost for labor, materials, equipment, taxes, and other costs, plus a specified percentage for overhead and profit.

42. Furnish: Supply only, do not install.

43. Hazardous Materials Laws: See Document 00 73 05 (Supplemental General Conditions - Hazardous Materials) (if used).

44. Governing Body: The Project Owner's elected or appointed board, council, or supervisors.

45. Indicated: Shown or noted on the Drawings.

46. Install: Install or apply only, do not furnish.

47. Latent: Not apparent by reasonable inspection, including but not limited to, the inspections and research required as a condition to executing the Agreement.

48. Law: Unless otherwise limited, all applicable laws including without limitation all federal, state, and local laws, statutes, standards, rules, regulations, ordinances, and judicial and administrative decisions.

49. Material: This word shall be construed to embrace machinery, manufactured articles, materials of construction (fabricated or otherwise), and any other classes of material to be furnished in connection with Contract, except where a more limited meaning is indicated by context.

50. Milestone: A principal event specified in Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all Work.

51. Modification: Same as Contract Modification.

52. Naturally Occurring Asbestos (NOA): Asbestos naturally contained in serpentine or other rock, which may be released from the rock and become airborne when the rock is disturbed. See Document series 00 73 01 (Supplemental General Conditions- Naturally Occurring Asbestos) (if used).

53. Not in Contract: Work that is outside the scope of Work to be performed by Design/Builder under Contract Documents.

54. Notice of Completion: Shall have the meaning provided in California Civil Code Section 3093, and any successor statute.

55. Off Site: Outside geographical location of the Project.

56. Owner: The County of Riverside.

57. Owner Secured Permits: Licenses and permits from State regulatory agencies that are required to operate the facility and that will be procured by Owner. Does not include licenses and permits required for Design/Builder's performance of the Work.

58. Owner-Furnished, Design/Builder-Installed: Items furnished by Owner at its cost for installation by Design/Builder at its cost under Contract Documents.

59. Owner Representative(s): See Document 00 52 53 (Agreement).

60. Partial Utilization: Use by Owner of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all of the Work.

61. Phase: A specified portion of the Work (if any) specifically identified as a Phase in Document 00 52 53 (Agreement) or Document 0 11153 (Summary of Work - Design Build) or Document 011 150 (Summary of Work- Design Services) .

62. Product Data: That information (including brochures, catalogue cuts, MSDS, etc.) supplied by the vendor describing the technical and commercial characteristics of the supplier equipment or materials, and accompanying commercial terms such as warranties, instructions and manuals.

63. Progress Report: A periodic report submitted by Design/Builder to Owner with progress payment invoices accompanying actual work accomplished to the Progress Schedule. Sec Document 01 32 00 (Progress Schedules and Reports) and Document 00 72 53 (General Conditions - Design Build).

64. Project: Total construction of which Work performed under Contract Documents may be whole or part.

65. Project Criteria (Document 00 01 16): See Document 00 01 16.

66. Project Manager: See Document 00 52 53 (Agreement) (if this term is used).

67. Project Manual: Project Manual consists of Agreement, Bonds, Certificates, Contract Conditions, and Specifications.

68. Project Record Documents: All Project deliverables required under Documents 01 77 00 and 01 78 00, including without limitation, as-built drawings, operations and maintenance manuals, Installation, Operation, and Maintenance Manuals, and Machine Inventory Sheets.

69. Provide: Furnish and install.

70. Request for Information ("RFI"): A document prepared by Design/Builder requesting information regarding the Project or Contract Documents as provided in Document 01 26 00 (Modification Procedures). The RFI system is also a means for Owner to submit Contract Document clarifications or supplements to Design/Builder.

71. Request for Proposals ("RFP"): A document issued by Owner to Design/Builder whereby Owner may initiate changes in the Work or Contract Time as provided in Contract Documents. See Document 01 26 00 (Modification Procedures).

72. Request for Qualifications ("RFQ"): The documents issued by the Owner to request qualifications from design-build entities to solicit progressive design-build services for the Project.

73. Request for Substitution ("RFS"): A document prepared by Design/Builder requesting substitution of materials as permitted and to the extent permitted in Contract Documents. See Document 01 60 00 (Product Requirements).

74. RFI-Reply: A document consisting of supplementary details, instructions, or information issued by Owner that clarifies or supplements Contract Documents, and with which Design/Builder shall comply. RFI-Replies do not constitute changes in Contract Sum or Contract Time except as otherwise agreed in writing by Owner. RFI-Replies will be issued through the RFI administrative system.

75. Samples: Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

76. Services: See Document 00 52 50.53 (Construction Management Services) (if this term is used).

77. Shop Drawings: All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for Design/Builder and submitted by Design/Builder to illustrate some portion of the Work or as otherwise required by Code.

78. Shown: As indicated on Drawings.

79. Site: The particular geographical location of Work performed pursuant to Contract Documents.

80. Specifications: The written portion of the Contract Documents consisting of requirements for materials, equipment, construction systems, standards, and workmanship for the Work; performance of related services; and are contained in Divisions I through 16 (or higher, if used.)

81. Specified: As written in Specifications.

82. Subcontractor: A person or entity that has a direct contract with Design/Builder to perform a portion of the Work, except that "Subcontractor" shall not include the "Construction General Contractor", or the "Construction Subcontractors".

83. Substantial Completion: The Work (or a specified part thereof) has progressed to the point where, in the opinion of Owner as evidenced by a Certificate of Substantial Completion, the Work is sufficiently complete, in accordance with Contract Documents and in compliance with applicable Codes. The terms "Substantially Complete" and "Substantially Completed" as applied to all or part of the Work refer to Substantial Completion thereof.

84. Technical Specifications: Specification Divisions 2 through 16 (or higher if used), of the Contract Documents.

85. Testing and Special Inspection Agency: An independent entity engaged by Owner to inspect and/or test the workmanship, materials, or manner of construction of buildings or portions of buildings, to determine if such construction complies with the Contract Documents and applicable codes.

86. Title 24: Except where obviously referring to other portions thereof, the California Building Standards Administrative. Code, being Part I of California Code of Regulations Title 24, California Building Standards Code.

87. Underground Facilities: All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and

any encasements containing such facilities that have been installed underground to furnish any of the following services or materials: Electricity, gases, chemicals, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

88. Unit Price Work: Shall be the portions of the Work for which a unit price is provided in Document 00 52 53 (Agreement) or Document 011 153 (Summary of Work - Design Build) or Document 01 11 50 (Summary of Work - Design Services).

89. WBS or WBS/SOV: Work Breakdown Structure/Schedule of Values-see Document 012053 (Measurement and Payment- Design Build).

90. Work: The entire completed construction, or the various separately identifiable parts thereof, required to be furnished under the Contract Documents within the Contract Time. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents including everything shown in the Drawings and set forth in the Specifications. Wherever the word “work” is used, rather than the word “Work,” it shall be understood to have its ordinary and customary meaning.

B. Wherever words “as directed,” “as required,” “as permitted,” or words of like effect are used, it shall be understood that direction, requirements, or permission of Owner is intended. Words “sufficient,” “necessary,” “proper,” and the like shall mean sufficient, necessary, or proper in judgment of Owner. Words “approved,” “acceptable,” “satisfactory,” “favorably reviewed,” or words of like import, shall mean approved by, or acceptable to, or satisfactory to, or favorably reviewed by Owner.

C. Wherever the word “may” or “ought” is used, the action to which it refers is discretionary. Wherever the word “shall” or “will” is used, the action to which it refers is mandatory.

END OF DOCUMENT

DOCUMENT 01 45 00

QUALITY CONTROL

I. SCOPE

A. Design/Builder shall develop a Quality Control ("QC") program to qualify all Work through personal review of the Work, assuring complete and accurate installation of all materials, products and equipment in accordance with the approved Contract Documents. Such reviews shall be the precursor to all inspections performed by the Owner or any Authorities Having Jurisdiction over the Project.

B. Design/Builder's QC program shall be staffed with individuals sufficiently learned in specific trade specialties as to recognize any and all deficiencies in the Work. The QC staff shall assure all Work is in accordance with the approved Contract Documents prior to submitting an Inspection Request to any Authority Having Jurisdiction over the Project. All aspects of the Work, including product verification, appropriate product installation and application, shall be qualified as meeting the requirements of applicable codes and the approved Contract Documents.

C. The QC program objective is to confirm quality work, log any and all deficiencies in Work, coordinate all corrective work, and arrange for all inspections, including but not limited to the AHJ over the Project.

D. As used in this Document 01 45 00, the term "Inspector" shall mean either the Owner's Building Official (or their designee) or an AHJ over the Project, as the case may be.

E. Owner and Design/Builder agree that inspection of the Work is required by, among other laws, Title 24 of the California Code of Regulations and is necessary for the preservation of life and safety and compliance with local, state, and federal laws.

F. Design/Builder acknowledges and agrees that inspection of the Work by Owner Building Officials and other Authorities Having Jurisdiction over the Project is a necessary requirement of any construction project, and that understanding the scope and timing of required inspections is the responsibility of the Design/Builder, and that Design/Builder is solely responsible for ensuring that all of the Work is installed in accordance with the plans and specifications and applicable laws.

II. IMPLEMENTATION

A. Subcontractors and/or venders complete the Work, or portions of the Work, in accordance with the approved Contract Documents. Design/Builder's QC

representative shall review and qualify the Work as meeting all Contract Documents requirements.

B. Should the QC representative determine that the Subcontractor or vendor's materials and/or installation is deficient, Design/Builder shall issue a written notice advising the offender of the infraction, accompanied with detailed instructions for appropriate correction.

C. The Subcontractor and/or vendor shall take appropriate action as per the QC representative's directive, so as to bring the Work deemed deficient to a measure acceptable to the QC representative and as so specified in the approved Contract Documents.

D. Upon the QC representative's determination that the Work, or portions of the Work, is correct and in accordance with the approved Contract Documents, the representative shall issue a request for inspection, as required, by the Owner or by the Authorities Having Jurisdiction over the Project. Inspections performed by Owner Building Officials shall be requested as so specified by the Building Officials.

E. Inspection Requests (IRs) shall be made in a specific format to be discussed prior to commencement of construction. Each request shall specify the date, time, location of the item, test or area to be inspected, Subcontractor or trade, and description of the relative work. All IRs will be identified with a distinct number and shall run chronologically. Said numbers shall identify specific systems or trades and will have the capacity of displaying a sub alphanumeric indicator representing re-inspections or repeat inspections.

F. A minimum of 48 hours' notice is required, after the issuance of an IR for the performance of an inspection by the Owner's Building Officials. Other Authorities Having Jurisdiction over the Project may require longer periods of notice and Design/Builder is responsible for determining such lead times prior to commencing construction.

G. The Inspector will review the Work specified in the IR and accept or reject the Work as being in or not in conformance with the approved Contract Documents.

1. When the Inspector determines that the Work is in conformance with the approved Contract Documents the Inspector will so note that decision in writing.

2. When the Inspector determines that the Work is not in conformance with the approved Contract Documents a specific notation shall be so indicated on the IR. The IR will be returned to the QC representative who in tum will repeat the process as so indicated in this Article II.

3. Repeat inspections or re-inspections shall be indicated on the IR via a sub alphanumeric indicator accompanying the original distinct number.

Subsequent repeat inspections or re-inspections relative to the original IR and its original number shall run chronologically.

4. IRs reporting deficiencies and which are not resolved within a timely manner, shall be detailed on an Outstanding Issues Log (OIL) and distributed by Design/Builder to the Owner and the project team. The OIL shall be reviewed and discussed at each Owner required regular project meeting.

5. Special Inspections and Deputy Inspections, as performed by personnel from the Owner's Materials Testing Laboratory and Geotechnical Engineer/Laboratory, shall be scheduled and coordinated following the same procedures as outlined herein for all other inspections. The QC representative shall provide suitable storage facilities for laboratory test specimens (i.e., concrete test cylinders, borings, masonry prisms, fireproofing samples, etc.), as required to assure their integrity.

END OF DOCUMENT

DOCUMENT 01 60 00

PRODUCT REQUIREMENTS

I. PRODUCTS AND PRODUCT LIST

A. Products: Term includes new material, machinery, components, equipment, fixtures, and systems forming the Work. Term does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.

B. Design/Builder shall not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents. For similar components, Design/Builder shall provide interchangeable components of the same manufacturer.

C. Tabulate products by Specification Section number and title.

D. For products specified only by reference standards, list each such product:

1. Name and address of manufacturer;

2. Trade name;

3. Model or catalog designation;

4. Manufacturer's data, including reference standards and performance test data.

II. PRODUCT OPTIONS AND SUBSTITUTIONS

A. Summary: This Article II describes procedures for selecting products and requesting substitutions of unlisted materials in lieu of materials named in the Specifications. All substitution requests must be made in writing regardless of when requested.

B. Design/Builder's Options:

1. For products specified only by reference standard: Select any product meeting that standard.

2. For products specified by naming one or more products or manufacturers: either select products of any named manufacturer meeting specifications, or, if product becomes unavailable due to no fault of Design/Builder, submit Request for Substitution (RFS), including all information contained in this Document 01 60 00.

C. Substitutions:

1. With respect to “or equal” items Owner will consider Design/Builder’s substitution requests only when product becomes unavailable due to no fault of Design/Builder, or if the product specified no longer complies with local regulations or laws.

2. Catalog numbers and specific brands or trade names followed by the designation “or approved equal” are used in conjunction with material and equipment required by the Specifications to establish the standard of quality, utility, and appearance required. Substitutions which are equal in quality, utility, and appearance to those specified may be accepted subject to the following provisions.

   (a) Failure of Design/Builder to submit proposed substitutions for approval in the manner described above and within the time prescribed shall be sufficient cause for disapproval by Owner of any substitutions otherwise proposed

   (b) Such acceptance shall not relieve Design/Builder from complying with the requirements of the Drawings and Specifications.

   (c) Wherever more than one (1) manufacturer’s product is specified, the first-named product is the basis for the project design and the use of alternative named manufacturer’s products or substitutes may require modifications in the project design and construction. If such alternatives are proposed by Design/Builder and are favorably reviewed by Owner, Design/Builder shall be responsible for all costs of any changes resulting from Design/Builder’s proposed substitutions which affect other parts of the Work or the work of separate Design/Builders, including the cost of testing, permits, etc. thereby made necessary

   (d) Requests for review of proposed substitute items will not be accepted from anyone other than Design/Builder. The RFS shall state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice Design/Builder’s achievement of Substantial Completion on time, and whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for work on the Project).

3. Design/Builder shall submit a separate RFS for each product and support each request with: product identification; manufacturer’s literature; samples, as applicable; name and address of similar projects on which product has been used, and dates of installation; name, address, and telephone number of manufacturer’s representative or sales engineer; for construction methods: Detailed description of proposed method; drawings illustrating methods.

4. Where required, Design/Builder shall itemize a comparison of the proposed substitution with product specified and list significant variations including, but not limited to dimensions, weights, service requirements, and functional differences. If variation from product specified is not pointed out in submittal, variation will be rejected even though submittal was favorably reviewed. Identify all variations of the proposed substitute from that specified in the RFS and indicate available maintenance, repair, and replacement service.

5. Design/Builder shall state whether the substitute will require a change in any of the Contract Documents (or provisions of any other direct contract with Owner for work on the Project) to adapt the design of the proposed substitute, and whether or not incorporation or use of the substitute in connection with Work is subject to payment of any license fee or royalty. Submit data relating to changes in construction schedule.

6. Design/Builder shall include accurate cost data comparing proposed substitution with product and amount of net change in Contract Sum including, but not limited to, an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other Design/Builders affected by the resulting change, all of which will be considered by Owner in evaluating the proposed substitute. Owner may require Design/Builder to furnish additional data about the proposed substitute.

7. Owner will not consider substitutions for acceptance (or, in Owner's sole discretion, Owner may make Design/Builder solely responsible for all resulting costs, expenses and other consequences) when a substitution:

   (a) Results in delay meeting construction Milestones or completion dates.

   (b) Is indicated or implied on submittals without formal request from Design/Builder.

   (c) Is requested directly by Subcontractor or supplier.

   (d) Acceptance will require substantial revision of Contract Documents.

   (e) Disrupts Design/Builder's job rhythm or ability to perform efficiently.

8. Substitute products shall not be ordered without written acceptance of Owner. Owner will determine acceptability of proposed substitutions and reserve right to reject proposals due to insufficient information.

9. Accepted substitutions will be evidenced by a Contract Modification. All Contract Documents requirements apply to Work involving substitutions.

D. Design/Builder's Representation and Warranty: Design/Builder's RFS constitute a representation and warranty that Design/Builder:

1. Has investigated proposed product and determined that it meets or exceeds, in all respects, specified product.

2. Will provide the same warranty for substitution as for specified product.

3. Will coordinate installation and make other changes that may be required for Work to be complete in all respects.

4. Waives claims for additional costs which may subsequently become apparent

5. Will compensate Owner for additional redesign costs associated with substitution.

6. Will be responsible for Construction Schedule slippage due to substitution.

7. Will be responsible for Construction Schedule delay due to late ordering of available specified products caused by requests for substitution that are subsequently rejected by Owner.

8. Will compensate Owner for all costs, including extra costs of performing Work under Contract Documents, extra cost to other Design/Builders, and any claims brought against Owner, caused by late requests for substitutions or late ordering of products.

E. Administrative Requirements: Specified products, materials, or systems for Project may include Architectural or Engineering or on-file standards required by the regulatory agency. Design/Builder's substitution of products, materials or systems may require additional Architectural or Engineering, testing, reviews, approvals, assurances, or other information for compliance with regulatory agency requirements or both. Design/Builder shall provide all agency approvals or other additional information required and pay additional costs for required Owner services made necessary by the substitution at no increase in Contract Sum or Contract Time, and as a part of substitution proposal.

III. PRODUCT DELIVERY REQUIREMENTS

Design/Builder shall deliver products in accordance with manufacturer's instructions and promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.

IV. SHIPPING REQUIREMENTS

A. Preparation for Shipment. All equipment shall be suitably packaged to facilitate handling and to protect against damage during transit and storage. All equipment shall be boxed, crated, or otherwise completely enclosed and protected during shipment, handling, and storage. All equipment shall be protected from exposure to the elements and shall be kept dry at all times. Painted and coated surfaces shall be protected against impact, abrasion, discoloration, and other damage. Painted and coated surfaces which are damaged prior to acceptance of equipment shall be repainted to the satisfaction of Owner. Grease and lubricating oil shall be applied to all bearings and similar items.

B. Shipping. Before shipping each item of equipment shall be tagged or marked as identified in the delivery schedule or on the Shop Drawings. Complete packing lists and bills of material shall be included with each shipment.

C. Design/Builder shall store products only in staging area per provisions of Document 01 11 00 (Summary of Work).

D. Handle, store, and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate-controlled enclosures.

E. For exterior storage of fabricated products, place on appropriate supports, above ground.

F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.

G. Store loose granular materials on solid flat surfaces in a well-drained area.

H. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.

I. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.

J. Without limiting the foregoing:

1. Design/Builder shall bear the responsibility for delivery of equipment, spare parts, special tools, and materials to the Site and shall comply with the requirements specified herein and provide required information concerning the shipment and delivery of the materials specified in Contract Documents. These requirements also apply to any sub-suppliers making direct shipments to the Site. Acceptance of the equipment shall be made only after it is installed, tested, placed in operation and found to comply with all the specified requirements.

2. All items shall be checked against packing lists immediately on delivery to the Site for damage and for shortages. Damage and shortages shall be remedied with the minimum of delay.

3. No metalwork (miscellaneous steel shapes and reinforcing steel) shall be stored directly on the ground. Masonry products shall be handled and stored in a manner to hold breakage, chipping, cracking, and spalling to a minimum. Cement, lime, and similar products shall be stored off the ground on pallets and shall be covered and kept completely dry at all times. Pipe fittings and valves may be stored out of doors but must be placed on wooden blocking. PVC pipe, geomembranes, plastic liner, and other plastic materials shall be stored on the ground on pallets and protected from direct sunlight.

4. Electrical equipment, and all equipment with antifriction or sleeve bearings shall be stored in weathertight structures maintained at a temperature above 60° F. Electrical equipment, controls, and insulation shall be protected against moisture and water damage. All space heaters furnished in equipment shall be connected and operated continuously.

5. Equipment having moving parts such as gears, bearings, and seals, shall be stored fully lubricated with oil, grease, etc., unless otherwise instructed by the manufacturer. Manufacturer's storage instructions shall be carefully followed by Design/Builder.

6. When required by the equipment manufacturer, moving parts shall be rotated a minimum of twice a month to ensure proper lubrication and to avoid metal to metal "welding". Upon installation of the equipment, Design/Builder shall, at the discretion of Owner, start the equipment at one-half load for an adequate period of time to ensure that the equipment does not deteriorate from lack of use.

7. When required by the equipment manufacturer, lubricant shall be changed upon completion of installation and as frequently as required thereafter during the period between installation and acceptance. New lubricants shall be put into the equipment by Design/Builder at the time of acceptance.

8. Equipment and materials shall not show any pitting, rust, decay, or other deleterious effects of storage when installed in the Work.

9. In addition to the protection specified for prolonged storage, the packaging of spare units and spare parts shall be for export packing and shall be suitable for long-term storage in a damp location. Each spare item shall be packed separately and shall be completely identified on the outside of the container.

10. Handling. Stored items shall be laid out to facilitate their retrieval for use in the Work. Care shall be taken when removing the equipment for use to ensure the precise piece of equipment is removed and that it is handled in a manner than does not damage the equipment.

END OF DOCUMENT

DOCUMENT 01 73 29

CUTTING AND PATCHING

I. DESCRIPTION

A. Execute Cutting and Patching as required in Document 00 72 53 (General Conditions- Design Build) and as specified hereinafter.

B. Do all cutting, coring, fitting, and patching as required to complete the work and/or to:

1. Make its several parts fit together properly.

2. Uncover work to provide for installation of ill-timed work.

3. Remove and replace defective Work.

4. Remove and replace work not conforming to requirements of Contract Documents.

5. Remove samples of installed Work as specified for testing.

6. Provide routine penetrations of non-structural surfaces for installation of piping and electrical

7. conduit.

8. Patch and repair fireproofing damaged after installation of other Work.

9. Remove and finish construction at connections to other structures.

10. Remove existing roofing where required by new Work, and patching work shall be identical with

11. the existing roofing system in materials, system and construction.

II. RELATED REQUIREMENTS

Include all requirements as specified in other Specifications Sections of this Project.

III. SUBMITTALS

A. Submit a written request to Owner and copy to Architect ten (10) working days in advance prior to executing any cutting or alteration which affects:

1. Work of the Owner and/or any separate Design/Builder.

2. Structural value or integrity of any element of the Project.

3. Integrity or effectiveness of weather-exposed or moisture-resistant elements or systems.

4. Efficiency, operational life, maintenance, or safety of operational elements.

5. Visual qualities of sight-exposed elements.

B. Request shall include:

1. Identification of the Project.

2. Description of affected work.

3. The necessity for cutting and alteration.

4. Effect on work of Owner or any separate Design/Builder or on structural integrity of Project.

5. Description of Proposed Work:

(a) Scope of cutting, patching, or alteration.

(b) Trades who will execute the work.

(c) Products proposed to be used.

(d) Extent of refinishing to be done.

6. Alternatives to cutting and patching.

7. Cost proposal when available.

8. Written permission of any separate Design/Builder whose work will be affected.

C. Submit written notice to Owner and copy to the Architect designating the date and the time the work will be uncovered.

IV. MATERIALS

Comply with Specifications and standards for each specified product involved. Where Specifications are not included for items requiring patching, provide materials of equal or better quality than existing materials.

V. EXECUTION

A. Inspection

1. Inspect existing conditions of Project, including elements subject to damage or to be removed during cutting and patching.

2. After uncovering work, inspect conditions affecting installation of products or performance of work.

3. Report unsatisfactory or questionable conditions to Owner in writing; do not proceed with work until Owner has provided further instructions or approval.

B. Preparation. Provide adequate temporary support as necessary to assure structural value or integrity of affected portion of work.

C. Performance.

1. Execute cutting and demolition by methods which will prevent damage to other work and will provide proper surfaces to receive installation of repairs.

2. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances, and finishes.

3. Restore work which has been cut or removed; install new products to provide complete work in accordance with requirements of the Contract Documents.

4. Fit work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

5. At penetrations of fire-rated wall, ceiling, or floor construction, completely seal voids with fire-rated material, full thickness of the construction element.

6. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes. For continuous surfaces, refinish to nearest intersection. For an assembly, refinish entire unit.

END OF DOCUMENT

DOCUMENT 01 74 00

CLEANING

I. PROGRESS CLEANING

A. Design/Builder shall perform periodic cleaning to ensure that any streets and other Owner and public properties are maintained free from accumulation of waste materials, dust, mud, and debris.

B. Where required, Design/Builder shall wet down surfaces to lay dust and .prevent the blowing of dust to nearby residences or public properties .

C. Design/Builder shall keep all paved roads clean and free of dust, mud, and debris resulting from Design/Builder's operations. Daily cleanup throughout the job will be necessary as Design/Builder progresses with its Work, but extra attention to cleanup shall be made prior to weekends and holidays. Without limiting the foregoing, Design/Builder shall remove trench spoil along traveled ways daily; grade and vacuum broom surfaces initially where applicable and later water flush with high-pressure sprays, being careful to avoid downstream contamination.

D. All dust, mud, spoils, and construction debris shall be removed daily from all roadways, ditches, shoulders, and private property (fills or spoils placed on private property at private property Owner's written request excepted).

E. Disposal of Materials:

1. As part of the scope of Work included within the Contract Sum, Design/Builder shall be fully responsible for disposing of all construction debris, dirt and spoils resulting from the Work.

2. All waste materials, debris, dirt and rubbish shall be disposed of at sites to be chosen by Design/Builder in accordance with applicable local, state, and federal regulations.

3. Design/Builder is cautioned that Owner and the Owner have regulations governing the disposal of rubble, broken pavement, and similar materials.

4. Design/Builder shall become familiarized with the requirements of the agency having jurisdiction over any contemplated disposal site and shall comply with all such requirements.

5. Design/Builder will estimate and report to Owner, an estimate of quantities (e.g. tonnage) of waste materials disposed of for compliance with AB75. Reporting requirements include the nature of materials, destination, volume and tonnage.

F. All excess soil from performance of Work shall be disposed at sites to be chosen by Design/Builder in accordance with applicable local, state, and federal regulations. If Design/Builder elects to dispose of soil on any private property, prior to any dumping, a letter allowing such dumping shall be obtained from the property Owner and presented to Owner. Design/Builder is advised that the property Owner is required to obtain a fill permit from the applicable government agency(ies). In addition, placement of fill in wetland areas is subject to permit procedures of the US Army Corps of Engineers. At the completion of Work, a letter from each affected property Owner will be required releasing Design/Builder, Owner and any Owner consultant from future liability.

G. If Design/Builder does not properly clean the Site, in the opinion of Owner, then Owner shall have the option of using outside equipment to perform the cleanup and such cost will be withheld from the Contract Sum.

II. FINAL CLEANING

A. Design/Builder shall execute final cleaning prior to final inspection of each Subproject, using only properly skilled workers.

B. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from exposed interior and exterior finished surfaces.

C. Repair, patch, and touch up marred surfaces to match adjacent finishes.

D. Clean interior and exterior surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.

E. Clean equipment and fixtures to a sanitary condition, clean or replace filters of mechanical equipment operated during construction, clean ducts, blowers and coils of units operated without filters during construction.

F. Clean Site; mechanically sweep paved areas.

G. Remove waste and surplus materials, rubbish, and construction facilities from Site.

END OF DOCUMENT

DOCUMENT 01 77 00

CONTRACT CLOSEOUT

I. REMOVAL OF TEMPORARY CONSTRUCTION FACILITIES

A. Remove temporary materials, equipment, services, and construction prior to Substantial Completion inspection.

B. Clean and repair damage caused by installation or use of temporary facilities.

C. Restore permanent facilities used during construction to specified condition.

II. SUBSTANTIAL COMPLETION

A. When Design/Builder considers Work or designated portion of the Work as Substantially Complete, submit written notice to Owner Representative, with list of items remaining to be completed or corrected.

B. Within reasonable time, Owner Representative will inspect to determine status of completion.

C. Should Owner determine that Work is not Substantially Complete, Owner will promptly notify Design/Builder in writing, listing all defects and omissions.

D. Remedy deficiencies and send a second written notice of Substantial Completion. Owner will re-inspect the Work. If deficiencies previously noted are not corrected on re-inspection, then Design/Builder shall pay Owner cost of the re-inspection.

E. When Owner concurs that Work is Substantially Complete, Owner will issue a Certificate of Substantial Completion, accompanied by Design/Builder's list of items to be completed or corrected as verified by Owner.

F. Manufactured units, equipment and systems that require startup must have been started up and run for periods prescribed by Owner before a Certificate of Substantial Completion will be issued.

G. A punch list examination will be performed upon Substantial Completion. One follow-up review of punch list items for each discipline will be provided. If further Site visits are required to review punch list items due to incompleteness of the Work by Design/Builder, Design/Builder will reimburse Owner for costs associated with these visits.

III. FINAL COMPLETION

A. Final Completion occurs when Work meets requirements for Owner Final Acceptance. When Design/Builder considers Work is Finally Complete, submit written certification that:

1. Design/Builder has inspected Work for compliance with Contract Documents, and all requirements for Final Acceptance have been met.

2. Except for Design/Builder maintenance after Final Acceptance, Work has been completed in accordance with Contract Documents and deficiencies listed with Certificate of Substantial Completion have been corrected. Equipment and systems have been tested in the presence of Owner, and are operative.

3. Work is complete and ready for final inspection.

4. Work has been completed in accordance with Contract Documents.

5. Equipment and systems have been tested in presence of Owner's Representative and are operational.

B. In addition to submittals required by Contract Documents, provide submittals required by governing authorities and submit final statement of accounting giving total adjusted Contract Sum, previous payments, and sum remaining due.

C. Within seven (7) days from receipt of the "Design/Builder's Notice of Completion," Owner shall make an inspection of the Work and note any deficiencies.

D. When Owner finds Work is acceptable and final closeout submittals are complete, Owner will issue final Contract Modification reflecting approved adjustments to Contract Sum not previously made by Contract Modification. Should Owner determine that Work is incomplete or defective:

1. Owner promptly will so notify Design/Builder, in writing, listing the incomplete or Defective items.

2. Promptly remedy the deficiencies and notify Owner when it is ready for re-inspection.

3. When Owner determines that the Work is acceptable under the Contract Documents, Owner will request Design/Builder to make closeout submittals.

E. Final adjustments of accounts: Owner shall prepare a final Contract Modification for submittal to Design/Builder, showing adjustments to the Contract Sum that were not previously made into a Contract Modification.

IV. FINAL CLEANING

Design/Builder shall comply with all applicable requirements in Document 017400 (Cleaning).

V. MATERIAL, EQUIPMENT AND FINISH DATA

Submit two sets of data for primary materials, equipment, and finishes as required under each Specification Section prior to final inspection, bound in 8-1/2 inch by 11 inch three-ring binders with durable plastic covers to Owner for Owner records.

VI. PROJECT GUARANTEE

A. Requirements for Design/Builder's guarantee of completed Work are included in Article IX of Document 00 72 53 (General Conditions- Design Build). Guarantee Work done under Contract against failures, leaks, or breaks or other unsatisfactory conditions due to Defective equipment, materials, or workmanship, and perform repair work or replacement required, at Design/Builder's sole expense, for period of one year from date of Substantial Completion.

B. Neither recordation of Substantial Completion nor final certificate for payment nor provisions of the Contract nor partial or entire use or occupancy of premises by Owner shall constitute acceptance of Work not done in accordance with Contract Documents nor relieve Design/Builder of liability in respect to express warranties or responsibility for faulty materials or workmanship.

C. Owner may make repairs to Defective Work as set forth in Document 00 72 53 (General Conditions Design/Build).

D. If, after installation, operation, or use of materials or equipment to be provided under Contract proves to be unsatisfactory to Owner, Owner shall have right to operate and use materials or equipment until said materials and equipment can, without damage to Owner, be taken out of service for correction or replacement. Period of use of Defective materials or equipment pending correction or replacement shall in no way decrease guarantee period required for acceptable corrected or replaced items of materials or equipment.

E. Nothing in this Document 01 77 00 shall be construed to limit, relieve, or release Design/Builder's, the Construction General Contractor's, any Construction Subcontractors', or any Subcontractors', and equipment suppliers' liability to Owner for damages sustained as result of latent defects in equipment caused by negligence of suppliers' agents, employees, or Subcontractors. Stated in another manner, warranty contained in the Contract Documents shall not amount to, nor shall it be deemed to be, waiver by Owner of any rights or remedies (or time limits in which to enforce such rights or remedies). it may have for Defective workmanship or Defective materials under laws of this State pertaining to acts of negligence.

VII. WARRANTIES

A. Execute Design/Builder's Submittals and assemble warranty documents, and Installation, Operations and Maintenance manuals described in Document 01 33 00 (Submittal Procedures), executed or supplied by Subcontractors, suppliers, and manufacturers.

1. Provide table of contents and assemble in 8-1/2 inch by 11 inch three-ring binder with durable plastic cover, appropriately separated and organized.

2. Include contact names and phone numbers for Owner personnel to call during warranty period.

3. Assemble in Specification Section order.

B. Submit material prior to final Application for Payment.

1. For equipment put into use with Owner permission during construction, submit within fourteen (14) Days after first operation.

2. For items of Work delayed materially beyond date of Substantial Completion, provide updated Submittal within fourteen (14) Days after acceptance, listing date of acceptance as start of warranty period.

C. Warranties are intended to protect Owner against failure of Work and against deficient, defective and faulty materials and workmanship, regardless of sources.

D. Limitations: Warranties are not intended to cover failures that result from the following:

1. Unusual or abnormal phenomena of the elements.

2. Vandalism after Substantial Completion.

3. Insurrection or acts of aggression including war.

E. Related Damages and Losses: Remove and replace Work which is damaged as result of Defective Work, or which must be removed and replaced to provide access for correction of warranted Work.

F. Replacement Cost: Replace or restore failing warranted items without regard to anticipated useful service lives.

G. Warranty Forms: Submit drafts to Owner for approval prior to execution. Forms shall not detract from or confuse requirements or interpretations of Contract Documents.

1. Warranty shall be countersigned by manufacturers.

2. Where specified, warranty shall be countersigned by Subcontractors and installers.

H. Rejection of Warranties: Owner reserves right to reject unsolicited and coincidental product warranties that detract from or confuse requirements or interpretations of Contract Documents.

I. Term of Warranties: For materials, equipment, systems, and workmanship, warranty period shall be one year minimum from date of Substantial Completion of entire Work except where:

1. Detailed Specifications for certain materials, equipment or systems require longer warranty periods.

2. Materials, equipment or systems are put into beneficial use of Owner prior to Substantial Completion as agreed to in writing by Owner.

J. Warranty of Title: No material, supplies, or equipment for Work under Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by seller or supplier. Design/Builder warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver premises, together with improvements and appurtenances constructed or placed thereon by Design/Builder, to Owner free from any claim, liens, security interest, or charges, and further agrees that neither Design/Builder nor any person, firm, or corporation furnishing any materials or labor for any Work covered by Contract shall have right to lien upon premises or improvement or appurtenances thereon. Nothing contained in this paragraph, however, shall defeat or impair right of persons furnishing materials or labor under bond given by Design/Builder for their protection or any rights under law permitting persons to look to funds due Design/Builder in hands of the Owner

VIII. TURN-IN

A. Upon acceptance of the Work by Owner, and prior to final payment and before Owner issues a Final Certificate for Payment issued in accordance with the General Conditions, the following shall be submitted as directed by Project Manager:

1. Keys;

2. Guarantee and equipment warranties as required by the Contract Documents (organized in three ring binders);

3. Operating and Maintenance Manuals;

4. As Built Drawings.

B. Contract Documents will not be closed out and final payment will not be made until all personnel Identification Media, vehicle permits, keys issued to Design/Builder during prosecution of Work, and letters from property owners pursuant to Document 01 74 00 (Cleaning), are turned into Owner.

IX. INSPECTION COORDINATION

Coordinate and assist Owner with fire inspection by local fire marshal and any other applicable jurisdiction, and secure sufficient notice to Owner to permit convenient scheduling. Coordinate and assist Owner with final inspection for the purpose of obtaining an occupancy certificate.

END OF DOCUMENT

DOCUMENT 01 78 00

PROJECT RECORD DOCUMENTS

I. PROJECT RECORD DRAWINGS

A. Mark-up Procedure: During the construction period, maintain a set of blueline or blackline prints of Contract Drawings, Coordination Drawings and Shop Drawings for Project Record Document purposes. Do not permanently conceal any Work until required information has been recorded.

B. Mark these Drawings to indicate the actual installation where the installation varies from the installation shown originally. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:

1. Dimensional changes to the Drawings
2. Revisions to details shown on the Drawings
3. Depths of various elements of foundation in relation to main floor level or survey datum.
4. Horizontal and vertical location of underground duct banks, utilities and appurtenances referenced to permanent surface improvements.
5. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
6. Establish locations of underground work, points of connection with existing utilities, changes in direction, valves, manholes, catch basins, capped stubouts, invert elevations, and similar items.
7. Provide actual numbering of each electrical circuit.
8. Field changes of dimension and detail.
9. Revisions to routing of piping and conduits
10. Revisions to electrical circuitry
11. Actual equipment locations
12. Duct size and routing
13. Changes made by Contract Modification
14. Details not on original Contract Drawings

C. Mark completely and accurately Project Record Drawing prints of Contract Drawings or Shop Drawings, whichever is the most capable of showing actual physical conditions. Where Shop Drawings are marked, show cross-reference on Contract Drawings location.

D. Mark Project Record Drawing sets with red erasable colored pencil; use other colors to distinguish between changes for different categories of the Work at the same location.

E. Mark important additional information that was either shown schematically or omitted from original Drawings.

F. Note Construction Change Directive numbers; alternate numbers; Contract Modification numbers and similar identification.

G. Responsibility for Mark-up: Where feasible, the individual or entity who obtained Project Record Drawing data, whether the individual or entity is the installer, subcontractor, or similar entity, is required to prepare the mark-up on Project Record Drawings. Accurately record information in an understandable and legible drawing technique. Record data as soon as possible after it has been obtained. In the case of concealed installations, record and check the mark-up prior to concealment.

H. Preparation of final Record Drawings: Immediately prior to inspection for Certification of Substantial Completion, review completed marked-up Project Record Drawings with Owner. When authorized, prepare a full set of corrected AutoCAD files and prints of Contract Drawings and Shop Drawings.

1. Incorporate changes and additional information previously marked on print sets. Delete, cloud, redraw, and add details and notations where applicable. Identify and date each Drawing; include the printed designation ‘PROJECT RECORD DRAWINGS’ in a prominent location on each Drawing. Submit AutoCAD files and two sets of prints for review.

2. Refer instances of uncertainty to Owner for resolution.

3. Distribution: Whether or not changes and additional information were recorded, organize and bind original marked-up set of prints that were maintained during the construction period into manageable sets. Bind the set with durable paper cover sheets, with appropriate identification, including titles, dates and other information on cover sheets. Submit the marked-up Project Record Drawings set to Owner.

I. Shop Drawings and Samples: Maintain as record documents; legibly annotate Shop Drawings and Samples to record changes made after review.

II. PROJECT RECORD SPECIFICATIONS

A. During the construction period, Design/Builder shall maintain one copy of the Project Specifications, including addenda and modifications issued, for Project Record Document purposes.

B. Mark the Project Record Specifications to indicate the actual installation where the installation varies substantially from that indicated in Specifications and Modifications issued. Note related Project Record Drawing information, where applicable. Give particular attention to substitutions, selection of product options, change order work, and information on concealed installation that would be difficult to identify or measure and record Inter.

1. In each Specification Section where products, materials or units of equipment are specified or scheduled, mark the copy with. the proprietary name and model number of the product furnished.

2. Record the name of the manufacturer, catalog number, supplier and installer, and other information necessary to provide a record of selections made and to document coordination with Project Record Product Data submittals and maintenance manuals.

3. Note related Project Record Product Data, where applicable, for each principal product specified, indicate whether Project Record Product Data has been submitted in maintenance manual instead of submitted as Project Record Product Data.

C. Upon completion of mark-up, submit Project Record Specifications to Owner for Owner records.

III. PROJECT RECORD PRODUCT DATA

A. During the construction period, Design/Builder shall maintain one (1) copy of each Project Record Product Data submittal for Project Record Document purposes.

1. Mark Project Record Product Data to indicate the actual product installation where the installation varies from that indicated in Project Record Product Data submitted. Include significant changes in the product delivered to the site, and changes. in manufacturer’s instructions and recommendations for installation.

2. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.

3. Note related Contract Modifications and mark-up of Project Record Drawings, where applicable.

4. Upon completion of mark-up, submit a complete set of Project Record Product Data to Owner for Owner records.

5. Where Project Record Product Data is required as part of maintenance manuals, submit marked-up Project Record Product Data as an insert in the manual, instead of submittal as Project Record Product Data.

6. The prime Design/Builder is responsible for mark-up and submittal of record Project Record Product Data for its own Work.

B. Material, Equipment and Finish Data

1. Provide data for primary materials, equipment and finishes as required under each specification section.

2. Submit two (2) sets prior to final inspection, bold in 8-1/2 inch by 11 inch three-ring binders with durable plastic covers; provide typewritten table of contents for each volume.

3. Arrange by Specification division and give names, addresses, and telephone numbers of subcontractors and suppliers. List:

(a) Trade names.

(b) Model or type numbers.

(c) Assembly diagrams.

(d) Operating instructions.

(e) Cleaning instructions.

(f) Maintenance instructions.

(g) Recommended spare parts.

(h) Product data.

IV. MISCELLANEOUS PROJECT RECORD SUBMITTALS

Refer to other Specification Sections for miscellaneous record keeping requirements and submittals in connection with various construction activities. Immediately prior to Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for use and reference. Submit to Owner for Owner records. Categories of requirements resulting in miscellaneous records include, but are not limited to the following:

1. Field records on excavations and foundation

2. Field records on underground construction and similar work

3. Survey showing locations and elevations of underground lines

4. Invert elevations of drainage piping
5. Surveys establishing building lines and levels
6. Authorized measurements utilizing unit prices or allowances
7. Records of plant treatment
8. Ambient and substrate condition tests
9. Certifications received in lieu of labels on bulk products
10. Batch mixing and bulk delivery records
11. Testing and qualification of tradespersons
12. Documented qualification of installation firms
13. Load and performance testing
14. n. Inspections and certifications by governing authorities
15. Leakage and water-penetration tests
16. Fire resistance and flame spread test results
17. Final inspection and correction procedures

V. RECORDING

Post changes and modifications to the Project Record Documents as they occur. Do not wait until the end of the Project. Owner may periodically review Project Record Documents to assure compliance with this requirement and withhold five percent of any monthly progress payment until Project Record Documents are current. At completion of Subproject or Project, deliver remaining record documents to Owner. Accompany submittal with transmittal Letter containing:

1. Dates
2. Subproject and Project title and number
3. Design/Builder's name and address
4. Number and title of each record document
5. Certification that each document as submitted is complete and accurate, and signature of
6. Design/Builder, or Design/Builder's authorized representative.

END OF DOCUMENT

FACILITIES MANAGEMENT SERVICE EXEMPTION FORM

This questionnaire has been designed to assist County of Riverside departments in providing information necessary in the processing of departmental exemption requests.

Departments receiving exemption approval must follow all applicable government codes and existing county guidelines. Exempt departments will be responsible for all department facilities operations including, but not limited to, staffing and oversight of the following selected activities: maintenance, custodial, project management, and real estate.

Riverside University Health System – Behavioral Health (RUHS-BH)

Department/Agency

Exemption Requested:

Custodial (One Site) ☐ Maintenance (One Site) ☒ Project Mgmt ☐ Real Estate

Exemption Term:

☒One-time Project ☐ On-going

Funding Source:

☐Budgeted ☐CIP ☐NCC ☒Other: grant funded

1. **Detailed justification for the requested exemption. If one-time request, state expected cost, timeframe, and type of project**

RUHS–Behavioral Health (RUHS-BH) respectfully requests an exemption from the requirement to utilize County Facilities Management (FM) for project management services for the Youth Wellness Village comprised of approximately 75,000 square feet of ground-up behavioral health campus utilizing a Progressive Design-Build (PDB) delivery model. The estimated Cost is $149,764,466 and the target completion is June 2028.

RUHS-BH has been awarded time-sensitive grant funding for the Youth Wellness Village. The grant imposes strict performance and expenditure deadlines that necessitate an accelerated project delivery method. RUHS-BH intends to utilize a Progressive Design-Build model, which requires the selected developer/contractor to provide a Guaranteed Maximum Price (GMP) and assume responsibility for cost overruns beyond the agreed-upon scope. This delivery method ensures budget certainty through GMP, schedule adherence under grant timelines, transfer of construction cost risk to the contractor, and integrated design and construction coordination.

Under the PDB model, the developer provides comprehensive project management services. Engaging Facilities Management in a parallel project management role would create duplication of effort, extend timelines, and increase administrative costs without adding material value.

2. **Explain the financial and operational impacts or benefits to the County if the exemption is granted. What value will this exemption add county-wide?**

Allowing RUHS-BH to directly manage the Youth Wellness Village will streamline decision-making and approval processes, maintain schedule compliance under grant deadlines, avoid duplicative project management costs, preserve clear lines of accountability, and ensure quality control and regulatory compliance.

The value added county-wide would be the potential savings to the department which would be substantial if exemption is approved allowing RUHS-BH to invest those funds in the mission to improve health and well-being of our patients and community, the vision to lead the transformation of health and inspire wellness, in collaboration with our communities, through and integrated delivery network to bring hope and healing to those we serve.

3. **Explain the financial and operational impacts to the ISF department (Facilities Management) if the exemption is granted.**

RUHS-BH anticipates minimal operational impacts as it relates to the Project Management Office (PMO) for the Youth Wellness Village.

4. **State how the services will be provided and your staff capacity/experience to perform or oversee this work.**

RUHS-BH has developed substantial internal expertise in managing complex, large-scale capital projects. Current internal oversight responsibilities include:

- Development of project scope and design
- Resource allocation and financial oversight
- Day-to-day construction coordination
- HCAI compliance and inspection coordination
- Budget control and schedule monitoring
- Contract administration
- Regulatory and licensing coordination

RUHS-BH is currently managing multiple major ground-up construction projects, including:

- Mead Valley Wellness Village – approximately 450,000 square feet, $580M
- RUHS-BH Wellness Center – approximately 100,000 square feet, $185M

For these projects, RUHS-BH has successfully led:

- Public-Private Partnership structuring
- Real estate negotiations and financing transactions
- Ground lease and facilities lease agreements
- Surplus Land Act coordination and land transfer
- CEQA processing (in collaboration with FM)
- Property management agreement negotiation
- Coordination of tax-exempt financing approvals
- Presentation of all required Form 11s and related items to the Board of Supervisors

RUHS-BH has worked closely with the Executive Office, Fire, TLMA, Environmental Health, Flood Control, and other County departments, as well as external agencies including water districts, civil engineers, tribal partners, and community stakeholders. RUHS-BH also directly coordinates with state licensing entities to ensure regulatory compliance for behavioral health facilities.

5. **Provide a proposed timeline and transition plan for the absorption of facilities operations.**

RUHS-BH is currently overseeing the Youth Wellness Village project and will continue to use FM PMO on a consulting basis, as needed.

6. **Provide your continuing education plan for facilities operation staff. Explain how maintenance of the facility will be done (staffing, third-party etc.), and how your department will assure that the facility is properly maintained and operated in accordance with County and industry guidelines.**

At this time, this RUHS-BH exemption request does not include maintenance.

7. **Submit examples of relevant public works projects that your Department has delivered in the last 3 years which would demonstrate your ability to perform this work. Include listing of each project, total cost, and total timeframe.**

RUHS-BH's demonstrated success managing complex behavioral health infrastructure projects positions the department to effectively deliver this project within budget, on schedule, and in full compliance with County and State requirements.

Description	Status	Timeline	Project Budget
Mead Valley Wellness Village	50% Construction Complete	01/22-Current	$ 585,000,000
RUHS-BH Wellness Center	Pre-Development	01/22-Current	$ 184,584,008
Total			**$ 769,584,008**

8. **Attach existing and proposed org charts for staff performing facilities operations.**

Please see attached.

9. **Will your department agree to continue paying the yearly share of county-wide services to the ISF department (Facilities Management), such as vacant space?**

RUHS will agree to the continuing payment of the Agency's reasonable annual share of county-wide vacant space to Facilities Management.

Department Head or Designee Signature

Behavioral Health Director

Title

2/19/26

Date

Completed requests should be forwarded to the Executive Office Analyst for the department. Exemptions approved by the Executive Office must be submitted to the Board of Supervisors for final approval.

Executive Office Comments:

- ☐ Approve
- ☐ Approve with Condition(s)
- ☐ Disapprove

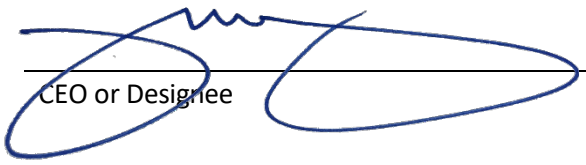
Ruiz Jacqueline

Executive Office Analyst

February 24,2026

Date

- ☐ Approve
- ☐ Approve with Condition(s)
- ☐ Disapprove



CEO or Designee

February 24, 2026

Date

PROGRESSIVE DESIGN BUILD AGREEMENT (PART II)

FOR

YOUTH WELLNESS VILLAGE LOCATE AT

14700 MANZANITA ROAD, BEAUMONT, CA 92223

BETWEEN

COUNTY OF RIVERSIDE THROUGH THE

RIVERSIDE UNIVERSITY HEALTH SYSTEM – BEHAVIORAL HEALTH

AND

PMB BEAUMONT, LLC

DOCUMENT 01 11 50

SUMMARY OF WORK – DESIGN AND PRE-CONSTRUCTION SERVICES

I. SUMMARY

This Document includes summary of work - design services, including General Design Services, Program Verification, Schematic Design Phase, Design Development Phase, Construction Documents Phase, Construction Phase, Operation/Project Close Out, Design/Builder's Responsibility for Finished Construction.

II. GENERAL DESIGN SERVICES

A. Summary of Design and Technical Requirements.

1. Document 00 01 16 (Project Criteria) sets forth the Owner's minimum design and construction requirements for Project that Design/Builder shall meet in preparing designs and construction of Project. Design/Builder shall prepare designs to meet these requirements and submit deliverables as described in this Document 01 11 50. The requirements of this Document 01 11 50 supplement, but do not supersede, the requirements of the Project Criteria.

2. Design/Builder shall submit designs and deliverables meeting the requirements herein for the Drawings and Specifications at completion of the following milestones: (i) Program Verification, (ii) Schematic Design, (iii) 100% Design Development, and (iv) 100% Construction Documents, as required in this Document 01 11 50. Design/Builder may elect to create incremental packages of major building components or activities it deems advantageous towards scheduling or permitting efficiencies.

3. In the event of any conflict between the Project Criteria and any other provision of the Contract Documents, the more stringent requirement providing the Owner with the greater scope of work shall control. Unless specifically and expressly limited, Design/Builder's scope of work shall include all architectural, engineering, procurement and construction services necessary to complete the Project.

4. Design/Builder shall perform the Services in this Document 01 11 50 in connection with its work to prepare a Guaranteed Maximum Price as stated in Document 00 60 01 (Guaranteed Maximum Price Development).

B. Summary of Services.

1. Unless specifically excluded in this Contract, Design/Builder shall provide to Owner all professional architectural and engineering services necessary to perform Design/Builder's obligations under the Contract Documents and to complete the Project (the "Services"). Services will include, but are

not limited to, providing all necessary professional architectural and engineering services, including but not limited to, all architectural services and all civil, electrical, fire protection, mechanical, structural engineering, interior design, landscape, and cost estimating services required to complete Project and to perform Design/Builder's obligations under the Contract Documents.

2. Design/Builder shall perform the Services using the persons and sub-consultants identified in the Staffing Plan provided in accordance with Document 00 54 53 (Design/Builder's Staffing Plan) and may substitute personnel or sub-consultants only upon Owner's written consent, which may be withheld or delayed in Owner's discretion. Design/Builder represents that it and its sub-consultants possess all necessary training, licenses and permits to perform the Services, and that its performance of the Services will conform to the standard of practice of a professional that specializes in performing professional services of like nature and complexity of the Services. Design/Builder's licensed sub-consultants (architectural and engineering) shall perform their Services in accordance with the standard of care, consistent with the duty owed by the Design/Builder to the Owner.

3. Design/Builder and its sub-consultants may rely on the accuracy of the information provided by Owner concerning existing conditions (including but not limited to existing utilities and structures and tie-ins to existing or contemplated facilities) and the adequacy of available design information/technical reports, except to the extent Design/Builder becomes aware of any material inaccuracies in such information. Design/Builder shall conduct such further investigations as are ordinarily performed by design-build professionals exercising the applicable standard of care and shall advise Owner of any further design or other services necessary to complete Project.

4. Design/Builder and its sub-consultants' design shall provide that all surfaces, fixtures and equipment are readily accessible for maintenance, repair or replacement by ladders, power lifts, cat walks, and the like without exceeding the design loads of the floors, roofs, ceilings, and that such access is in conformance with Cal OSHA. All drawings, specifications, structural and electrical design calculations, site data, cost estimates and any other deliverable required by California or federal law shall comply, within the standard of care, with applicable California and federal standards. Design/Builder shall comply with any other requirements of public or private authorities with jurisdiction over Project, the drawings and specifications, or tie-ins to Project. Design/Builder shall comply with the applicable standard of care when preparing drawings and specifications to comply with applicable building codes, ordinances, statutes, laws, standards, governmental regulations and private restrictions, including necessary tie-ins, applicable to Project and the Services,

including, but not limited to, those listed in this Contract, all environmental, energy conservation, energy tie-in, and disabled access requirements, regulations and standards of the Fire Marshal or other AHJs.

5. Design/Builder shall perform all services and activities necessary to comply with all applicable governmental regulations and requirements and to obtain all applicable governmental reviews and approvals for and regarding the Work.

6. Design/Builder shall submit to the Owner's Building Department, the Fire Marshall, and any other required governmental authority, any and all required submittals, and shall obtain all required approvals, as required by Law and the Contract schedule.

7. The Owner at all times shall have the right (but not the duty) to review Design/Builder's design work, schedules, deliverables, and other work product, whether performed by Design/Builder or a sub-consultant of any tier, and whether in a final or preliminary form, to determine progress and conformance to the requirements of the Contract Documents. Such review shall be at the sole discretion of Owner, shall not impose on Owner a duty of care or responsibility for Design/Builder's work or services, and the Owner may conduct such reviews in its sole discretion and for its sole convenience, planning or information.

8. In the event Owner should ever dispute the conformance of any design work (at any stage) with the intent of the Project Criteria, then Owner's determination shall control and Design/Builder and/or its sub-consultants shall perform the disputed design services and/or work to completion in accord with Owner's determination. Design/Builder shall, however, retain its rights under the procedure in Document 00 72 53 (General Conditions - Design Build) Article XII for claims and disputes, and Design/Builder may under that procedure, in its name, advance any claim of any sub-consultant of any tier.

C. Coordination of Architectural and Engineering Sub-consultants/Other Design/Builders.

1. Design/Builder shall fully coordinate all architectural and engineering disciplines and sub-consultants involved in completing the Work. Design/Builder's sub-consultants shall fully coordinate with Design/Builder and all architectural and engineering disciplines and sub-consultants involved in completing the Work.

   (a) Design/Builder shall require its sub-consultants to agree in their subcontracts to coordinate with Design/Builder and other sub-consultants.

(b) Design/Builder shall conduct at least monthly design coordination meetings with all sub-consultants employed by Design/Builder.

2. Similarly, Design/Builder and all of its architectural and engineering disciplines and sub-consultants shall coordinate as required with Design/Builders, designers and other consultants in the other Owner projects identified in Document 01 11 53 (Summary of Work).

D. Coordination with Master Scheduling.

1. Design/Builder shall complete or cause to be completed all services required under this Agreement in accordance with the Contract Time set forth in Document 00 52 53 (Agreement Form – Owner-Design/Builder) or Document 01 11 53 (Summary of Work), as well as all approved Project schedules and updates thereto.

2. As required in Document 01 32 00 (Progress Schedules and Reports), Design/Builder shall provide Owner with a design and construction schedule that outlines dates and time periods for the delivery of Design/Builder's services and requirements for information from Owner for the performance of its services. This schedule shall be updated monthly, and shall meet the following requirements:

(a) The schedule shall fit within and coordinate with the overall Project schedule, including any and all design interfaces referenced in the Project schedule and all updates to the Project schedule.

(b) The schedule shall be in a computer software format acceptable to the Owner.

(c) The schedule shall fit within the requirements of Owner for partial utilization of construction packages, systems, equipment, and areas, as identified in information provided to Design/Builder.

3. Design/Builder shall adjust and cause its retained sub-consultants, the Construction General Contractor, Construction Subcontractors, and Subcontractors to adjust activities, personnel levels, and the sequence, duration and relationship of services to be performed in a manner that will comply with the approved schedules.

4. Design/Builder shall meet with, make written recommendations to, and coordinate with Owner at least once a month, or more frequently if necessary, regarding ongoing design and construction work, with respect to the following subject matters:

(a) Value engineering (including value engineering design, quantity surveys of materials, equipment or labor, or audits or inventories); and,

(b) Constructability (including actual and reasonable constructability in light of Owner's objective to secure a completed Project with the lowest reasonable construction costs).

E. Deliverables Required Under this Document; Generally.

1. All deliverables required under this Document shall be submitted in full compliance with the Contract Documents, shall be submitted in at least triplicate (or such greater number as Owner may reasonably request) and, when contained on electronic media, shall be submitted in printed form as well as on electronic media when requested by Owner.

2. Deficiencies in deliverables and modifications to conform with program requirements and modifications to achieve acceptability of deliverables to Owner, shall be promptly performed, and the cost thereof included in the Contract Price.

F. Phased Design Review. To the extent that Design/Builder completes its design services in a phased sequence, then it shall comply with the requirements of this Document 01 11 50 for each element of the design it completes for review, permitting and construction.

III. PROGRAM VERIFICATION PHASE

A. Period of Service.

1. Upon written authorization from Owner, Design/Builder shall proceed with the performance of Services called for in the Program Verification Phase.

2. Design/Builder shall submit the deliverables required by the Program Verification Phase.

B. Tasks. During the Program Verification Phase, Design/Builder shall:

1. Undertake necessary research and investigation to understand the Project type, the applicable regulatory requirements, the AHJs over the Project, the type and nature of permits required to complete the Project, the time required to secure any required permits, functions required for the Project type, and evaluation of post-occupancy evaluations from similar Projects. Design/Builder shall not be required to perform this work with respect to any Owner Secured Permits.

2. Identify and establish, with the input of Owner, the major Project goals.

3. Gather and obtain information from Owner on activities, work schedules, number of people on the Site from time-to-time, site characteristics, climate, zoning, space criteria, code information, and user profiles.

4. Analyze and diagram processes and relationships that the finished Project must accommodate. The diagrams shall be used to conceptualize abstract design solutions that must be shown in a physical solution.

5. Establish quantitative requirements for the Project, including square footage for Project components, physical footprints for each Project element, and project budget estimates. Work with Owner to evaluate the schedule and program.

6. Document the program to define the scope of work in qualitative and quantitative respects.

C. Deliverables. At the end of the Program Verification Phase, Design/Builder shall deliver to Owner a Program Document that shall include an executive summary, discussion of project vision and goals, strategies to complete the Project, applicable code requirements, AHJs, and required permits, facility standards, visual documentation of the program and any applicable processes and relationships, Project schedules, area requirements, and any other information that Design/Builder needs to communicate about the program.

IV. SCHEMATIC DESIGN PHASE

A. Period of Service.

1. Upon written authorization from Owner, Design/Builder shall proceed with the performance of Services called for in the Schematic Design Phase.

2. Design/Builder shall submit the deliverables required by the Schematic Design Phase.

B. Consultation with Owner.

1. Design/Builder shall consult with Owner to clarify and define the requirements for the work and review available data.

2. Design/Builder shall review Owner's Program for scope, coordination requirements, criteria, budget and constructability.

3. Design/Builder shall identify, analyze and conform to the requirements of governmental and private AHJs to approve the design of Project and participate in consultations with such authorities.

4. At the close of the Schematic Design Phase, Design/Builder shall meet with Owner's user groups to develop, based on information developed in the Schematic design Phase, more specific requirements for Design Development Documents as to locations, placement and layout of spaces, equipment and functions.

C. Site Visits and Other Investigations.

1. Design/Builder shall investigate existing conditions through site visits and other inspections, testing, and review of records, to determine the scope of work and effects on design and construction. Design/Builder shall obtain from Owner all available information on hazardous materials and advise Owner immediately of any other hazardous materials Design/Builder has observed.

2. Design/Builder shall advise Owner as to the necessity of obtaining additional information related to the Site necessary for purposes of design. Such advice and statement of necessity shall be in writing and explain fully the considerations involved. Such information might include, by way of example only: description of property boundaries or as built information, rights of way, topographic, hydrographic, and utility surveys, soil mechanics, seismic and subsoil data, chemical, mechanical and other data logs of borings, etc.

3. Design/Builder shall review all available information regarding existing conditions of any nature (whether supplied by Owner, generated under the Contract, or secured from third parties), and advise Owner whether such data is adequate for purposes of design.

4. Design/Builder shall attend meetings with the community, representatives of Owner, interested parties, governmental entities, as necessary, and provide information and diagrams to fully describe the Project.

D. Schematic Layouts, Sketches, and Conceptual Design Criteria.

1. Design/Builder shall prepare reports containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits.

2. Reports and exhibits shall incorporate the Owner's Program requirements and shall include structural concepts, site utilization plans, floor plans, elevations, sections, study perspectives and other drawings necessary to describe the Project. Schematic reports shall be developed until Owner has approved an acceptable design concept. Design/Builder shall participate in weekly progress meetings with representatives of Owner and shall coordinate with Owner formal design presentations at times indicated on the project schedule.

3. Design/Builder shall prepare and submit to Owner for approval:

(a) Outline specifications including architectural, structural, mechanical, electrical, and instrumentation systems and materials proposed;

(b) Mounted presentation site plan, floor plans, elevations and rendered perspectives at a scale acceptable to Owner necessary to convey the architectural design including electronic copies of presentation package, and,

(c) Tabulation of both gross and assignable floor areas including a comparison to the initial program area requirements.

4. Reports and exhibits shall indicate clearly the considerations involved, including but not limited to applicable requirements of governmental authorities having jurisdiction or private licensing, patent, easements, or other legal restrictions. Reports and exhibits shall indicate any reasonable alternative solutions available to Owner and set forth Design/Builder's findings and recommendations.

5. Design/Builder shall provide a narrative report by each design discipline describing its proposed design philosophy with a description of, and the rationale for, the proposed structural systems, mechanical systems, electrical, geotechnical, electronics and security systems, types of equipment, materials, finishes, site development and landscaping included. The rationale shall include initial costs, lifecycle costs, and life expectancy and maintenance considerations.

E. Present Schematic Documents to Owner. Design/Builder shall present Schematic Design Phase documents to Owner and secure its approval.

V. DESIGN DEVELOPMENT PHASE

A. Period of Service.

1. After acceptance by Owner of Design/Builder's Schematic Design Phase deliverables, and upon written authorization from Owner, Design/Builder shall proceed with the performance of the services called for in the Design Development Phase. The intent of Design/Builder's Design Development Phase submittal is to obtain Owner approval for design revisions, refinements, and concept elaborations produced by Design/Builder during Design Development prior to Construction Document production.

2. Design/Builder shall submit the deliverables required by the Design Development Phase. Design/Builder shall submit at the 50% Design Development stage and again at the 100% Design Development stage.

3. Design/Builder shall at the outset of this Phase make full written disclosure to Owner and obtain Owner's express written approval of any Design/Builder proposed innovative, unique, proprietary, or sole source design features. Owner retains full discretion to disapprove such features.

B. General Scope of Project and Final Design Criteria. After completion of the Schematic Design Phase and consultation with the Owner, Design/Builder shall: determine the scope, extent and character of Project and establish final design criteria; participate in, or initiate periodic reviews or workshops as necessary with the Owner's Project Manager, Owner departmental stakeholders, and their consultants during the Design Development Phase; and at a minimum, participate in biweekly progress meetings with Owner Project Manager and consultants.

C. Design Development Documents.

1. Design/Builder shall prepare documents consisting of final design criteria, Design Development drawings, and outline specifications (together, "Design Development Documents"). Design Development Documents shall include, but are not limited to:

(a) Site plans, architectural, landscape, structural, mechanical and electrical floor plans, elevations, cross sections, room finish schedules, door and window schedules, and other mutually agreed upon Drawings deemed necessary to describe the developed design.

(b) Outline specifications describing the size, character and quality of the entire Project in its essentials as to kinds and locations of materials; type of structural, security, mechanical and electrical systems and equipment.

(c) Two copies of a color schedule, samples of types and size acceptable to Project Manager of textures and finishes of all materials in the Work at Project. The foregoing shall be provided to Owner's Project Manager for Owner approval.

(d) A grading and drainage plan and a site plan from architectural information showing a final development of the site. This Drawing will also include a horizontal and vertical control plan and utility connections to the infrastructure plan. The services described in this subparagraph shall be provided by a professional civil engineer who is to subcontract with Design/Builder.

D. Additional Data or Services. Design/Builder shall advise Owner in writing if additional data or services of the following types are necessary and obtain such data and services as directed in writing by Owner:

1. Borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;

2. Appropriate professional interpretations of the foregoing; and,

3. Other special data or consultations necessary or useful in completion of Project.

E. Report on Additional Permits or Reports. Design/Builder shall advise Owner in writing if any of the following are required:

1. Governmental permits of any type; and,

2. Reports of any type to governmental agencies.

F. Review with Owner. Design/Builder shall prepare, for approval by Owner, written design criteria for mechanical, security, and electrical systems.

G. Review of the Final Design by Owner. Design/Builder shall submit final design to Owner for its acceptance. Design/Builder shall participate and cooperate fully in a review of the Final Design by Owner and any consultants engaged by it, to the extent necessary to satisfy Owner internal design review processes.

VI. CONSTRUCTION DOCUMENTS PHASE

A. Period of Service.

1. After acceptance by Owner of the Design Development Documents and any other required deliverables in the Design Development Phase, and upon written authorization from Owner, Design/Builder shall proceed with the performance of the services called for in the Construction Documents Phase.

2. Design/Builder shall submit the deliverables required by the Construction Documents Phase within the stipulated period required in Project Schedule. Design/Builder shall submit at the 100% Construction Documents stage.

B. Construction Documents. On the basis of Owner-accepted Design Development Documents, Design/Builder shall prepare final Drawings and Specifications (together, “Construction Documents”) to show the work to be furnished and performed by Design/Builder. Construction Documents shall meet the standard of care for detail for construction of all work to be performed by Design/Builder and to obtain all required permits. Construction Documents shall set forth in detail the requirement for construction of all Work to be performed but shall not supersede the Contract Documents where the Contract Documents contain a more stringent requirement.

C. Drawing and Specification Requirements. Design/Builder shall prepare Construction Documents Drawings in accordance with industry standards. Design/Builder shall prepare Construction Documents Specifications in conformance with the current format of the Construction Specification Institute with additional divisions as approved or requested by Owner. Construction

Documents shall provide information customarily required in construction documents for projects of similar size, complexity and quality. Construction Documents shall include information required by applicable building trades to complete construction of the Project, excluding only details customarily developed by others during the actual Construction Phase. Design/Builder shall have complete responsibility to secure timely review by all authorities with jurisdiction. Design/Builder shall prepare all Construction Documents in full compliance with the Contract Documents, applicable building codes, ordinances, standards, governmental regulations and private restrictions, applicable to the Work. The same architectural and engineering team (and team personnel) that prepared the Design Development Documents shall complete the Construction Documents.

D. Special Features. Design/Builder shall make full written disclosure to Owner and obtain Owner's express written approval of any proposed innovative, unique, proprietary, or sole source design features.

E. Warranty. Design/Builder warrants to Owner that the final design, as expressed in the Construction Documents:

1. Will be constructible, workable, watertight, and within Design/Builder's detailed Project schedule (per Document 01 32 00);

2. Will comply in all respects with the requirements of the Contract Documents (including without limitation the Project Criteria);

3. Will not call for the use of hazardous or banned materials; and

4. Will fully comply with applicable building or local standards or codes, ordinances, standards, governmental regulations, and private restrictions applicable to the Work.

F. Draft Presentation. Design/Builder shall prepare and submit draft Construction Documents at the 50% level of completion to Owner for review. Owner shall conduct such review as necessary and shall advise Design/Builder of any necessary modifications, amendments and additions as reasonably required by Owner, but such review shall not limit or modify any Design/Builder obligation under the Contract Documents. Following receipt of Owner's comments, Design/Builder shall complete final Construction Documents. Such complete Construction Documents shall be deemed the Construction Documents for Project.

G. Approvals by Authorities Having Jurisdiction.

1. Design/Builder shall take all steps to secure all required reviews and approvals of the Construction Documents from all AHJs over the Project.

2. The same design team that worked on preparation of the Drawings shall work on coordination and addressing any review comments from AHJs over the Project.

3. Upon completion of Construction Documents, Design/Builder shall submit such plans for approval to Owner's representatives (as Owner shall designate) and any other applicable agency and obtain necessary permits for the construction and operation of Project as specified in the Construction Documents. During the same time period, Design/Builder shall submit to Owner three (3) complete sets of Construction Documents for final approval.

H. Permits. Design/Builder shall assist Owner in securing all necessary permits and approvals, by identifying all necessary permits and approvals, securing necessary forms, and either applying for such permits and approvals in Design/Builder's name or by providing Owner with signature ready completed forms for Owner's review and execution. This duty includes, but is not limited to, providing technical criteria, written descriptions and design data for use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of Project, and engage in consultations with appropriate authorities. Following approval, the Owner will issue required building permits on a 'no cost' basis.

VII. CONSTRUCTION PHASE

A. Notices to Proceed. Upon Owner's acceptance of Design/Builder's Permitted Construction Documents for all or any portions of the Work as Design/Builder and as otherwise provided in the Contract Documents, Owner will provide written notice authorizing Design/Builder to commence construction, and Design/Builder may commence construction of Project.

B. General Administration of Construction. Design/Builder's architectural, design, and engineering sub-consultants shall, within the standard of care, make regular visits to the site at intervals appropriate to the various stages of construction as necessary to determine that construction generally conforms to the final design as approved.

C. Quality Control and Reporting. Design/Builder's architectural, design and engineering sub-consultants shall participate in Design/Builder's required quality control program and within the standard of care shall advise Design/Builder and Owner in writing of any observations of defective work, work not in conformance with Drawings and Specifications, and lack of progress consistent with the schedule of work in areas associated with their services. See Document 01 45 00 (Quality Control).

VIII. OPERATION/PROJECT CLOSE-OUT PHASE

A. Operation/Close Out. During the Operation/Project Close-Out Phase, Design/Builder and Design/Builder's architectural design, and engineering sub-consultants shall, when requested by Owner, provide all necessary architectural, design and engineering services, including services of its architectural, design and engineering sub-consultants, for:

1. Start-up, testing and placing in operation all equipment and systems;

2. Completion of punch list work;

3. Training Owner's staff to operate and maintain all equipment and systems;

4. Assist Owner in developing systems and procedures for control of the operation and maintenance of and record keeping for Project;

5. Prepare electronic record sets and sets of reproducible record prints or Plans showing those changes made during the construction process, based on the marked-up prints, Plans and other data;

6. Together with Owner, visit Project to observe any apparent defects in the completed construction, correct such deficiencies, and supply information as needed regarding replacement, correction, or diminished value of defective work.

IX. DESIGN/BUILDER'S OBLIGATION FOR FINISHED CONSTRUCTION

A. Owner's right to review Design/Builder's design and deliverables, including without limitation Design Development Documents, Construction Documents, shop drawings, samples and Submittals, as specified in the Contract Documents, shall not relieve Design/Builder of its responsibility for a complete design and construction complying with the requirements of the Contract Documents; but rather, such review shall be in furtherance of Owner's monitoring and accepting the design as developed and issued by Design/Builder, consistent with these Contract Documents. Design/Builder's responsibility to design and construct Project in conformance with the Contract Documents including, but not limited to, the applicable performance standards and any fully executed Contract Modifications, shall be absolute. Such duty may not be altered or diminished by any action other than a signed Contract Modification.

B. Auto CAD and Other Electronic Data. Provide Auto CAD files of all Construction Documents including as-bid, as-built, and all record Drawings, in acceptable electronic format and based on/in compliance with Owner's requirements. Design/Builder shall prepare electronic record sets and sets of reproducible record prints or Drawings showing those changes made during the construction process. Electronic data shall conform to Owner requirements for compatibility with Owner equipment and software.

END OF DOCUMENT

DOCUMENT 01 11 53

SUMMARY OF WORK

I. WORK COVERED BY CONTRACT DOCUMENTS

A. Work comprises of the turnkey planning, design, construction, procurement of equipment, start-up, testing and commissioning of the Project shown in the Contract Documents.

B. The Work of this Contract comprises construction of all the Work indicated, described in the Specifications, or otherwise required by the Contract Documents.

C. Furnish all design, planning, engineering, labor, materials, equipment, services, permits, temporary controls and construction facilities, and all general conditions, seismic requirements, general requirements and incidentals required to complete the Work in its entirety as described in the Contract Documents.

D. The Work includes:

1. Fully coordinating all work with ongoing Owner operations, including but not limited to, compliance with existing Owner procedures for shutdown procedures, life safety procedures, wall penetration procedures, utility interference procedures, and work necessary to coordinate the interface of existing and ongoing operations with site logistics, utilities, building to building interface, noise, vibration, and disruptions.

2. Fully coordinate all excavation work, including submittals for advance review and approval of all shoring and underpinning plans, to include coordination with user groups, Owner operational requirements, and necessary assurances that Owner operations will not be subject to interference.

E. Work includes all necessary research, investigations, further soils reports and consultant investigations, design, construction and/or mitigation measures of any type, for all soils conditions including hazardous materials and unforeseen conditions underground, as necessary to complete the Work including all legal and regulatory requirements, that an experienced design-builder building a similar size and nature facility in the geographic locale of the Project should have reasonably anticipated. Design/Builder acknowledges, however, that it has completed all such work necessary for the design and construction of the building foundations and accepts the risk of unexpected conditions for same.

F. Following Substantial Completion of the Project, Design/Builder shall maintain available at the applicable Site, as necessary, its project manager, superintendent, and any other reasonably required personnel to assist Owner with necessary work, warranty work, revisions to the Work, and adjustments or additional work efforts

necessary to achieve final completion and to achieve all permits from all Authorities Having Jurisdiction over the Project.

G. Unless provided otherwise in the Contract Documents, all risk of loss to Work covered by Contract Documents shall rest with Design/Builder until Final Acceptance of the Work.

H. Design/Builder's use of the premises for Work and storage is limited to the area indicated in the Document 00 01 16 (Project Criteria), if any is indicated.

I. Design/Builder shall be solely responsible for all utilities (including without limitation electricity, storm drain, water, natural gas) at the Site and/or required to complete the Work of the Contract Documents.

J. Remove, cut, alter, replace and repair existing road, utilities, and equipment as necessary to install new Work, consistent with Design/Builder's coordination and planning responsibilities, to not interfere with ongoing Owner operations. Except as otherwise shown or specified, do not cut, alter or remove any structural Work, and do not disturb any ducts, plumbing, steam, gas, or electrical Work without approval of Owner. Existing Work (walls, structures, partitions, floors, mechanical and electrical Work, etc.) disturbed or removed as a result of performing required new Work, shall be restored to the original conditions. Existing Work to be altered or extended and that found to be defective in any way, shall be reported to Owner before commencing Work. Materials and workmanship used in restoring Work shall conform or exceed in type and quality that of original existing construction, except as otherwise shown or specified or required by codes or applicable standards.

K. As part of the Work, Design/Builder shall review all existing facilities that are related to this Contract and shall be familiar with all utilities requirements and construction.

II. WORK ITEMS, ALLOWANCES, AND ALTERNATES

A. Any Work Item may be deleted from the Work and Contract Sum, in total or in part, prior to or after award of Contract without compensation in any form or adjustment of other Work Items or prices therefore.

B. Payment of all items is subject to provisions of Contract Documents, including without limitation Document 01 20 53 (Measurement and Payment - Design Build).

C. For all Work Items, furnish and install all work indicated and described in Specifications and all other Contract Documents, including connections to existing systems. Work and requirements applicable to each individual Work Item, or unit of Work, shall be deemed incorporated into the description of each Work item.

III. CONCURRENT AND FUTURE WORK UNDER OTHER CONTRACTS

A. The Work of the Project shall also involve Owner and/or vendor supplied equipment and systems that either Owner, Design/Builder or the respective vendor will install, test, and commission.

B. Design/Builder shall develop the schedule, coordinate, install and/or cooperate, all such work required of the Owner, Design/Builder and respective vendors, as required to complete the Work of the Contract Documents within the Contract Time. Design/Builder shall not be responsible for obtaining licenses issued by DHCS.

IV. WORK SEQUENCE

A. Construct Work in stages and at times to accommodate Owner operation requirements during the construction period; coordinate construction schedule and operations with Owner.

B. Design/Builder acknowledges that shoring may be required to maintain a safe excavation and protect facilities, including both existing and recently constructed under this Contract. All expenses for shoring of excavations shall be included in the Contract prices.

V. WORK DAYS AND HOURS

A. Work days hours are subject to a site by site review and may vary from site to site. Generally, normal working days and hours generally are Monday-Friday inclusive, 7:00 a.m. to 4:00 p.m. local time, or as approved in writing by Owner representative. Owner observes all legal Holidays and Design/Builder shall not schedule or anticipate Owner personnel to work on legal Holidays.

B. Work at the Site on evenings, weekends or holidays is not permitted, unless Design/Builder requests otherwise from Owner in writing at least 48 hours in advance and Owner approves in its sole discretion. In the case of Work by Design/Builder other than normal working hours, Design/Builder shall be responsible for any additional inspection costs incurred by Owner. Such costs may be withheld from any succeeding monthly progress payment.

C. Connections to or Alterations to Existing Facilities. Unless otherwise specified or indicated, Design/Builder shall make all necessary connections or alterations to existing facilities, including structures, drain lines, and utilities such as water, sewer, gas, telephone, and electric. In each case, Design/Builder shall provide advance notice to and receive permission from Owner or the owning utility prior to undertaking any connection or making any alterations.

D. Design/Builder shall protect facilities against harmful substances and damage.

VI. COOPERATION OF DESIGN/BUILDER AND COORDINATION WITH OTHER WORK

A. Design/Builder shall coordinate with Owner and any Owner forces, or other Design/Builders and forces referenced above in Article III, as required by Document 00 72 53 (General Conditions- Design Build), Article VI.

B. Design/Builder shall submit all required Coordination Drawings for the work of its subcontractors as soon as practical to ensure efficient installations and to avoid conflicts. The timing of said submittals may vary depending on the timing of shop drawing approvals and equipment and material submittals, but must be in time to allow for proper review and approval before the start of work associated with the coordination drawings.

C. Design/Builder shall coordinate the construction schedule with the schedule of Owner for normal power service installation.

D. Noise: Construction activities are to comply with applicable local noise ordinance and applicable Cal-OSHA regulations and all contract standards expressed herein, whichever is most stringent.

VII. MAINTENANCE, PRODUCT HANDLING, AND PROTECTION

A. Design/Builder shall transport, deliver, handle, and store materials and equipment at the Site in such a manner as to prevent the breakage, damage or intrusions of foreign matter or moisture, and otherwise to prevent damage. Design/Builder shall arrange for Owner right of inspection or observation of all materials and equipment in fabrication, assembly or transport, which right Owner may exercise in its sole unfettered discretion.

B. Hazardous substance compliance: Design/Builder shall provide Owner with copies of the OSHA Material Safety Data Sheets (MSDS) for all products containing a hazardous substance, for example, adhesives, paints, sealants, and the like.

C. Packaging: Design/Builder shall provide packaged material in manufacturer’s original containers with seals unbroken and labels intact until incorporated into the Work.

D. Design/Builder shall remove all damaged or otherwise unsuitable material and equipment promptly from the Site.

E. Protection: Design/Builder shall protect all finished surfaces.

F. Cost of maintenance of systems and equipment prior to either Substantial Completion or Final Completion will be considered as included in Contract prices and no direct or additional payment will be made therefore.

VIII. PARTIAL OCCUPANCY/UTILIZATION REQUIREMENTS

A. Design/Builder shall allow Owner to take possession of and use any completed or partially completed portion of the Work during the progress of the Work as soon as is possible without interference to the Work.

B. Possession, use of Work, and placement and installation of equipment by Owner shall not in any way evidence the completion of the Work or any part of it.

C. Design/Builder shall not be held responsible for damage to the occupied part of the Work resulting from Owner occupancy.

D. Design/Builder shall make available, in areas occupied, on a 24-hour per day and 7-day per week basis if required, any utility services, heating, and cooling in condition to be put in operation at the time of occupancy.

1. Responsibility for operation and maintenance of said equipment shall remain with Design/Builder.

2. Design/Builder shall make, and Owner shall certify, an itemized list of each piece of equipment so operated with the date operation commences.

3. Itemized list noted above shall be basis for commencement of warranty period for equipment.

4. Owner shall pay for utility cost arising out of occupancy by Owner during construction.

E. Use and occupancy by Owner prior to acceptance of Work does not relieve Design/Builder of its responsibility to maintain insurance and bonds required under the Contract until entire Work is completed and accepted by Owner.

F. Prior to date of Final Acceptance of the Work by Owner, all necessary repairs or renewals in Work or part thereof so used, not due to ordinary wear and tear, but due to defective materials or workmanship or to operations of Design/Builder, shall be made at expense of Design/Builder, as required in Document 00 72 53 (General Conditions- Design Build).

G. Use by Owner of Work or part thereof as contemplated by this Document 00 11 53 shall in no case be construed as constituting acceptance of Work or any part thereof. Such use shall neither relieve Design/Builder of any responsibilities under Contract, nor act as waiver by Owner of any of the conditions thereof.

H. Owner may specify in the Contract Documents that portions of the Work, shall be substantially completed prior to substantial completion of all of the Work or of the applicable Construction Phase. Design/Builder shall notify Owner's Representative in writing when Design/Builder considers any such part of the

Work substantially complete and request Owner to issue a Certificate of Substantial Completion for that part of the Work.

IX. DESIGN/BUILDER USE OF PREMISES AND COORDINATION

A. Design/Builder shall confine operations at Site to areas permitted by Contract Documents, permits, ordinances, and laws.

B. Design/Builder shall not unreasonably encumber Project Site with materials or equipment.

C. Design/Builder shall assume full responsibility for protection and safekeeping of products stored on premises.

D. Design/Builder shall move any stored products that interfere with operations of Owner or other Design/Builder.

E. Parking, storage, staging, and work areas shall be coordinated with Owner, and comply with all other Contract documents requirements.

F. Design/Builder shall understand and use procedures included or referenced in this manual for construction coordination and shall advise Owner of any objections or asserted inconsistencies therein.

G. Design/Builder acknowledges that management of surface and groundwater will be required at the Site, particularly during and after rain. Design/Builder shall take all appropriate measures, including, but not limited to, dewatering, pumping, diversion and removal of surface and ground water from the Site and adjacent property.

X. LINES AND GRADES

A. All Work shall be done to the lines, grades, and elevations indicated on the Drawings.

B. Owner shall provide basic horizontal and vertical control points to be used as datums for the Work, however, all further survey, layout, and measurement work shall be performed by Design/Builder as a part of the Work.

C. Design/Builder shall provide at its cost an experienced California licensed civil engineer or land surveyor, and all required instrument persons, competent assistants, and such instruments, tools, stakes and other materials required to complete the survey, layout, and measurement work. In addition, Design/Builder shall furnish at its cost competent persons and such tools, stakes, and other materials as Owner (and/or any Architect) may require in establishing or designating control points, or in checking survey, layout, and measurement work performed by Design/Builder.

D. Design/Builder shall locate control points before commencing construction Work on any Site, preserve all reference points throughout construction, and promptly replace all points which become lost or destroyed.

E. Design/Builder shall keep Owner informed, a reasonable time in advance, of the times and places at which it wishes to do Work, so that any checking deemed necessary by Owner may be done with minimum inconvenience to Owner and minimum delay to Design/Builder.

F. Design/Builder shall remove and reconstruct Work which is improperly located.

XI. PROTECTION OF EXISTING STRUCTURES AND UTILITIES

A. Owner will continue operations in, around and adjacent to the Project Site and Design/Builder shall perform all work, scheduling and coordination, and give notices and obtain consents, as necessary to allow Owner to continue in full operation during construction.

B. The Drawings may indicate many of the existing above- and below-grade structures, drainage lines, storm drains, sewers, water, gas, electrical, hot water, and other similar items and utilities that are known to Owner. Such information has been recorded in good faith and reflects current information located and available to consultants at the time of preparing the drawings.

C. Owner has made a good-faith effort to locate any other drawings (other than Contract Drawings or materials contained in the Contract Drawings) and materials that may indicate underground (out of sight) utilities. Such drawings (other than Contract Drawings) which may indicate underground (out of sight) utilities have been accumulated and an index of these documents is appended to Document 00 31 19 (Existing Conditions Information). It is the Design/Builder's responsibility to be fully aware of these drawings and the possible underground utilities and/or other installations that may be indicated thereon and Design/Builder shall take necessary measures to protect these utilities or installations throughout the life of the Project. Design/Builder is expected to work with Subcontractors experienced and familiar with these types of facilities and to jointly examine all Drawings and available information to develop the appropriate excavation and underground work strategies for work in this area.

D. Design/Builder shall locate these known existing installations before proceeding with trenching or other operations which may cause damage, shall maintain them in service where appropriate, and shall repair any damage to them caused by the Work, at no increase in Contract Sum.

E. Additional utilities whose locations are unknown to Owner are suspected to exist. Design/Builder must be alert to their existence and, before excavation Work begins, shall develop appropriate safety measures to prevent harm to such additional utilities and then employ those safety measures during the Work. Design/Builder also, before excavation Work begins, shall develop a delay

mitigation strategy to employ if additional utilities are encountered. If additional utilities are encountered, Design/Builder must immediately begin delay mitigation efforts and report to Owner for disposition of the utility and the Work affected by the additional utility discovery.

F. Additional special underground conditions whose locations are unknown to Owner may exist, including without limitation Native American burial sites. Before excavation Work begins, Design/Builder shall develop, submit for review and employ appropriate safety measures during the Work to prevent harm to such special conditions and develop a delay mitigation strategy to employ if such special conditions are. encountered. If such additional special conditions are encountered, Design/Builder must immediately notify Owner, coordinate with Owner as necessary or requested, begin delay mitigation efforts, and report to Owner for disposition of the Work affected by the discovery of the underground condition.

G. In addition to reporting, if a utility or special underground condition is damaged, Design/Builder must take appropriate action as provided in Document 00 72 53 (General Conditions - Design Build).

H. Additional compensation or extension of time on account of utilities or other special underground condition not indicated or otherwise brought to Design/Builder's attention including reasonable action taken to protect or repair damage shall be determined as provided in Document 00 72 53 (General Conditions - Design Build) and Government Code section 4215.

XII. DAMAGE TO EXISTING PROPERTY

A. Design/Builder will be responsible for any damage to existing structures, Work, materials, or equipment because of its operations and shall repair or replace any damaged structures, Work, materials, or equipment to the satisfaction of, and at no additional cost to, Owner.

B. Design/Builder shall protect all existing structures and property from damage and shall provide bracing, shoring, or other work necessary for such protection.

C. Design/Builder shall be responsible for all damage to streets, roads, curbs, sidewalks, highways, shoulders, ditches, embankments, culverts, bridges, or other public or private property, which may be caused by transporting equipment, materials, or workers to or from the Work. Design/Builder shall make satisfactory and acceptable arrangements with the agency having jurisdiction over the damaged property concerning its repair or replacement.

XIII. NOISE CONTROL

A. Noise shall be kept to a minimum in construction operations.

1. Refer to Contract Specifications for specific noise control requirements.

2. The Design/Builder shall conduct its Work in conformance with any noise abatement and control requirements of the Owner.

3. Coredrilling, sawcutting and jackhammering of concrete inside and outside the building, and all construction Work within occupied spaces shall be performed on regular hours, unless otherwise approved .

B. When required by OSHA Standards, construction workers shall be provided with ear protection to operate equipment. All other OSHA requirements as related to noise shall be adhered to.

C. Design/Builder shall take reasonable measures to avoid unnecessary noise. Such measures shall be appropriate for the normal ambient sound levels in the area during working hours. All construction machinery and vehicles shall be equipped with practical sound-muffling devices, and operated in a manner to cause the least noise consistent with efficient performance of the Work. During construction activities on or adjacent to occupied buildings, and when appropriate, Design/Builder shall erect screens or barriers effective in reducing noise in the building and shall conduct its operations to avoid unnecessary noise which might interfere with the activities of building occupants.

D. Design/Builder shall advise Owner of all anticipated noise events that may reasonably interfere with Owner operations in any manner, and coordinate work hours and durations to accommodate Owner operations and construction requirements. If noise is not properly coordinated as to timing and volume, Owner may require additional measures be taken to prevent interference with Owner operations and eliminate unnecessary annoyance. Any additional time or expense caused by noisy operations and remediation of same, are all for the account of the Design/Builder and/or its Subcontractors. No Change Order Request for these issues will be considered by Owner.

E. Design/Builder shall ensure and provide certification to Owner that all construction equipment and vehicles used for the Work are:

1. Maintained in good mechanical condition

2. Equipped with properly installed engine mufflers

XIV. VIBRATION CONTROL

A. Design/Builder shall coordinate with Owner, adjust work hours or means and methods of work, to minimize or control or limit vibration events, to permit construction progress without interference with Owner operations.

B. Design/Builder shalt coordinate its work with Owner so that any operations that may cause vibration (for example, drilling and/or compaction) can be scheduled for specific hours and durations to minimize or eliminate any possible difficulty associated with the effect of vibration.

C. Design/Builder shall take reasonable measures to prevent unnecessary vibration in its operations. Any excess vibration, caused by Design/Builder's operations, that disrupts Owner normal operations may cause Owner to issue a stop work notice for such time that it takes for Design/Builder to provide an acceptable alternate means of accomplishing its work that is acceptable to Owner.

XV. DUST CONTROL

A. Design/Builder shall take reasonable measures to prevent unnecessary dust. The following items shall be specifically implemented to control dust:

1. All construction locations with active excavation shall be watered at least twice daily.

2. Cover all trucks hauling soil, sand, and other loose materials; or require all trucks to maintain at least two feet of freeboard.

3. Pave, apply water daily, or apply non-toxic soil stabilizers on all un-paved access roads, parking areas, and staging areas at construction site.

4. Sweep daily with water sweepers all paved access roads, parking areas, and staging areas at construction sites during earthwork activities.

5. Enclose, cover, water twice daily, or apply non-toxic soil binders to exposed stockpiles (dirt, sand, etc.)

B. Buildings or operating facilities which may be affected adversely by dust shall be adequately protected from dust. Existing and new machinery, motors, instrument panels, or similar equipment shall be protected by suitable dust screens. Proper ventilation shall be included with dust screens.

C. Building Interiors: provide dust barriers, walk-off pads, etc. to minimize dust infiltration in buildings. If required, the Design/Builder will clean interior common areas (for example, corridors, lobbies) at the end of each work day.

XVI. PARKING

A. Vehicle parking directly on Owner property is generally available for Design/Builder's employees, and where necessary, Owner will arrange for parking sites for Design/Builder's employees' parking in the vicinity of the Site. Design/Builder shall verify that planned parking spaces are adequate for the requirements of the Work; and, otherwise, make appropriate provisions in cooperation with the Owner.

XVII. LAYDOWN/STAGING AREA

A. Design/Builder and Owner shall reach agreement regarding Design/Builder's necessary laydown/staging areas. Design/Builder shall utilize such agreed area for

storage of all construction materials, and no other area at or adjacent to the site. The area shall be fenced and locked by Design/Builder for security purposes.

XVIII. INSPECTION AND TESTING

A. Inspection and testing. Design/Builder is responsible for preparing, demonstrating, adjusting and correcting the Work for all inspections and tests, provide necessary labor and schedule and closely coordinate any inspections required by Owner or any Authority Having Jurisdiction over the Project.

B. Design/Builder shall schedule and coordinate all testing and inspections. Because of Design/Builder's responsibility for the Project design, it is anticipated that Design/Builder will have specific knowledge of work, areas systems, materials or equipment that may present challenges for testing and inspection, and will advise the Owner and the project inspectors sufficiently ahead of time to mitigate or avoid project delays.

C. All "material testing" and "special inspections" related to the structure and required by law or Codes to be conducted by the Owner or by other governing authorities, shall be conducted by Owner or under Owner's direction. All other such tests and inspections shall be conducted by Design/Builder within its scope of work, as part of its quality assurance responsibilities, with Owner being advised of such inspections and tests for observation and monitoring (and receiving copies of all materials generated in connection therewith) in its discretion.

D. Design/Builder shall have full responsibility to ascertain all requirements for testing and inspection, show such requirements on the project schedule (including that three-week look ahead schedule reviewed at the weekly project meetings), shall determine and anticipate any inspections or quality requirements that may require special attention or a request for a variance or explanations to avoid the necessity of retesting, and shall closely coordinate with all project inspectors as necessary to maintain schedule and quality requirements.

XIX. PUNCH LIST VERIFICATION

A punch list examination will be performed upon Substantial Completion of Work. One follow-up review of punch list items for each discipline will be provided. If further Site visits are required to review punch list items due to incompleteness of the Work by Design/Builder, Design/Builder shall reimburse Owner for these visits.

XX. UNFAVORABLE CONSTRUCTION CONDITIONS

During unfavorable weather, wet ground, or other unsuitable construction conditions, Design/Builder shall confine its operations to Work which will not be affected adversely by such conditions. No portion of the Work shall be constructed under conditions which would affect adversely the quality or deficiency thereof, unless special means or. precautions are taken by Design/Builder to perform the Work in a proper and satisfactory manner. The Design/Builder

will employ best practices to manage the construction site during inclement weather. Persons performing the Work shall examine surfaces to receive their Work and shall report in writing to Design/Builder, with copy to Owner representative conditions detrimental to the Work. Failure to examine and report discrepancies makes the Design/Builder responsible, at no increase in Contract Sum, for corrections Owner may require. Commencement of Work constitutes acceptance of surface.

XXI. CONSTRUCTION SITE ACCESS

Design/Builder shall at all time limit access to the Site to necessary personnel only. All personnel associated with construction of the Project shall enter the site through Design/Builder's access gate, at the location indicated on the Drawings. Access for construction personnel shall be limited to 7:00 a.m. to 4:00 p.m. local time, or as approved by Owner representative. All mail and deliveries (Federal Express, equipment, etc.) shall be sent to a separate address specifically arranged by Design/Builder for the Project. Design/Builder is responsible for providing adequate signage (subject to Owner approval) to alert delivery persons to the new address. Owner will not receive or forward Design/Builder mail or deliveries.

XXII. SITE ADMINISTRATION

Design/Builder shall be responsible for all areas of the Site used by it and by all Construction General Contractor, Construction Subcontractor, and Subcontractors in the performance of the Work. Design/Builder shall exert full control over the actions of all employees and other persons with respect to the use and preservation of property and existing facilities, except such controls as may be specifically reserved to Owner or others. Design/Builder shall have the right to exclude from the Site all persons who have no purpose related to the Work or its inspection and may require all persons on the Site (except Owner's employees) to observe the same regulations as Design/Builder requires of its employees.

XXIII. TRAFFIC PLAN

A. In addition to the requirements for "Construction Site Access" herein and "Use of Roadways and Walkways" (see Document 00 72 53 General Conditions- Design Build,), the Design/Builder is required to submit a complete project ''Traffic Plan" within 30 days of "Notice to Proceed" and/or prior to start of work, for each Construction Phase, whichever occurs first. This Traffic Plan must address access to and from the Site (as described in more detail below) and provide coverage, mitigation and prevention measures for any disruptions to the flow of traffic in and around the construction site throughout the entire project construction timeframe (including means of egress for Design/Builder's deliveries and vehicles)

B. The Design/Builder's Traffic Plan specifically must include:

1. A clearly defined means of access into the Design/Builder's work area from public streets.

2. A clearly defined means to keep required Fire Access lanes fully accessible.

3. A complete review of pedestrian access to and from the existing facilities and employee parking and proper measures included in the Traffic Plan to avoid any blockage of pedestrian access. (The Design/Builder may propose acceptable, alternate pedestrian access to Owner at which time a revised Plan must be produced.)

C. Any changes or modifications to the approved Traffic Plan must be submitted to and approved by Owner. The Design/Builder is required to submit a revised updated Traffic Plan every time a change in the existing plan occurs.

XXIV. OWNER-FURNISHED PRODUCTS

A. Owner's Responsibilities:

1. Arrange for and deliver Owner-reviewed Shop Drawings, Product Data, and Samples, to Design/Builder.

2. Arrange and pay for delivery to site.

3. On delivery, inspect products jointly with Design/Builder.

4. Submit claims for transportation damage and replace damaged, defective, or deficient items.

5. Arrange for manufacturers' warranties, inspections, and service.

B. Design/Builder's Responsibilities:

1. Review Owner-reviewed Shop Drawings, Product Data, and Samples.

2. Receive and unload products at site; inspect for completeness or damage jointly with Owner.

3. Handle, store onsite, install, and finish products.

4. Repair or replace items damaged after receipt.

5. Install into Project per Contract Documents.

END OF DOCUMENT

DOCUMENT 01 20 53

MEASUREMENT AND PAYMENT

I. SCOPE OF WORK

A. Work under the Contract Documents, or under any Work item, allowance, or Alternate, shall include all labor, materials, taxes, transport, handling, storage, supervision, administration, and all other items necessary for the satisfactory completion of Work, whether or not expressly specified or indicated.

B. Unit Prices shall apply to Work covered by unit prices, regardless of quantity. By executing the Agreement, Design/Builder acknowledges that these unit prices shall remain fixed throughout performance of the Contract, regardless of any incremental cost differentials resulting from variances in any quantity estimates or increased or decreased economies of scale.

II. DETERMINATION OF QUANTITIES

A. Quantity of Work to be paid for under any item for which a unit price is fixed in Contract Documents shall be number, as determined by Owner, of units of Work satisfactorily completed in accordance with Contract Documents or as directed by Owner. Unless otherwise provided, determination of number of units of Work so completed will be based, so far as practicable, on actual measurement or count within prescribed or ordered limits, and no payment will be made for Work done outside of limits.

B. Measurements and computations will be made by methods set forth in Contract Documents, including without limitation this Document 01 20 53. If methods are not so set forth, measurements shall be made in any manner which Owner considers appropriate for class of Work measured (for example., pre-assigned values, percentage completion, units completed or incremental Milestones). Design/Builder must immediately inform Owner of any disputes regarding quantity measurements and shall immediately supply Owner with any documentation supporting the disputed measurements.

III. SCOPE OF PAYMENT

A. Except as otherwise expressly stated in Document 01 11 50 (Summary of Work-Design Services) and Document 01 11 53 (Summary of Work), payment to Design/Builder at the unit price or other price fixed in Contract Documents for performing Work required under any item, or (if the Contract is on a single lump sum price basis) at the lump sum price fixed in the Contract Documents for performing all Work required under Contract Documents, and as either may be adjusted pursuant to any approved Contract Modification, shall be full compensation for completing, in accordance with Contract Documents, all Work required under the item or under Contract Documents, and for all expense

incurred by Design/Builder for any purpose in connection with the performance and completion of said Work, including all incidental Work necessary for completion of the Work.

B. The Contract Sum, whether lump sum, unit price or otherwise, shall be deemed to include all costs necessary to complete required Work, including Design/Builder overhead and profit, all costs (if any) for loss or damage arising from nature of Work or prosecution of the Work, and from action of elements. Unless Contract Documents expressly provide otherwise, the Contract Sum shall be deemed to include:

1. Any and all costs arising from any unforeseen difficulties which may be encountered during, and all risks of any description connected with, prosecution of Work or any Work item (whether lump sum or unit price) until acceptance by Owner;

2. All expenses incurred due to suspension, or discontinuance of Work or any Work item (whether lump sum or unit price) as provided in Contract Documents;

3. Escalation to allow for cost increases between time of Contract Award and completion of Work or any Work item (whether lump sum or unit price).

C. Whenever it is specified herein that Design/Builder is to do Work or furnish materials of any class for which no price is fixed in Contract Documents, it shall be understood that Design/Builder is to do such Work or furnish such materials without extra charge or allowance or direct payment of any sort, and that cost of doing Work or furnishing materials is to be included in Contract price, unless it is expressly specified herein, in particular cases, that Work or material is to be paid for as extra Work.

IV. BASIS OF PAYMENT

A. Unit Price Quantities: When estimated quantity for specific portions of Work is listed in Proposal Form, quantity of Work to be paid for shall be actual number of units satisfactorily completed, as determined by Owner and certified by Design/Builder, in accordance with Contract Documents.

B. Lump Sum: When estimated quantity for specific portion of Work is not indicated and unit is designated as lump sum, payment will be on a lump sum basis for Work satisfactorily completed in accordance with Contract Documents.

C. Allowances: Allowance items (if any) will be paid for as provided in Document 01 11 53 (Summary of Work). Allowances shall be paid at actual cost, plus or minus 8% for Design/Builder's overhead and profit, measured against the allowance amount in Document 00 52 53. Funds authorized for Allowance Work will not be released for Contract payments unless Owner has authorized Allowance Work in writing.

D. Owner does not expressly, or by implication, agree, warrant, or represent in any manner, that actual amount of Work will correspond with amount shown or estimated and reserves right to increase or decrease amount of any class or portion of Work, to leave out entire Work item or items, or to add work not originally included in Contract Documents, when in its judgment such change is in best interest of Owner. No change in Work shall be considered a waiver of any other condition of Contract Documents. No claim shall be made for anticipated profit, for loss of profit, for damages, or for extra payment whatever, except as otherwise expressly provided for in Contract Documents, because of any differences between amount of Work actually done and estimated amount as set forth herein, or for elimination of Work items.

V. REQUIRED WORK BREAKDOWN STRUCTURE/SCHEDULE OF VALUES

A. In order to establish the baseline for measuring performance to accumulate actual cost data, Design/Builder shall record project costs according to a Project specific Work Breakdown Structure/Schedule of Values ("WBS/SOV" or "WBS"). The WBS/SOV shall be in a form as may be further directed by Owner. Design/Builder shall use the WBS/SOV as the basic format for reporting of Project budgets, costs, performance and progress, and also for requesting payment under the Contract Documents. The Project Schedule will not utilize a WBS/SOV level of detail for project costs, commonly known as a cost-loaded schedule. The WBS/SOV of the Project will utilize AIA G702/G703 format.

B. Owner will review each WBS/SOV to ensure that the dollar amounts of the WBS/SOV are, in fact, fair market cost allocations for the Work items listed. Upon favorable review by Owner, Owner will accept the WBS/SOV for use. Owner shall be the sole judge of fair market cost allocations.

C. Owner will reject any attempt to increase the cost of early activities, i.e., "front loading," resulting in an inaccurate reallocation of moneys until such "front loading" is corrected. Repeated attempts at "front loading" may result in suspension or termination of the Work for default or refusal to process progress payments until such time as the WBS/SOV is acceptable to Owner.

VI. PROGRESS PAYMENTS

A. Progress payments will be made monthly in accordance with Public Contract Code section 20104.50.

B. Design/Builder shall establish and maintain records of cost of the Work in accordance with generally accepted accounting practices and the WBS/SOV. Design/Builder applications for payment shall identify, segregate, and separate all costs and payment requests.

C. Design/Builder applications for payment shall conform to the WBS/SOV and shall request payment of a percentage completion of lump sum items, or other agreed schedule for payment of such lump sum items.

D. Applications for Payment:

1. On or before the 20th day of each month, Design/Builder shall submit to Owner a marked up (pencil) copy of an Application for Payment, meeting all Document 01 20 53 requirements, for the value of the Work put in place during the period of the prior month, on a per-Subproject basis. The Owner will review the supplied documentation and inspect and confirm the noted percentages pursuant to the WBS/SOV prepared in accordance with this Document 01 20 53.

2. Design/Builder and Owner shall meet by the 27th of each month per Document 01 31 19 to review any adjustments necessary to the pencil draft. Design/Builder will submit a final Application for Payment on or before the first day of the following month, according to the amounts agreed in the meeting on the 27th of the month. The Owner may elect to submit any notations, questions, or proposed revisions in writing in lieu of the meeting.

3. If Owner determines that portions of the Application for Payment are not proper or not due under the Contract Documents, then Owner may approve the other portions of the Application for Payment, and in the case of disputed items or defective Work not remedied, may withhold up to 150 percent of the disputed amount from the progress payment.

4. The agreed Application for Payment shall be for the total value of all activities completed or partially completed, including approved activity costs, based upon WBS/SOV values of all labor and materials incorporated in the Work up until midnight of the last Day of the payment application period, less the aggregate of previous payments. Accumulated retainage, and any amounts withheld and not previously paid, shall each be shown as a separate item in payment summary.

5. If Design/Builder is late submitting its Application for Payment, it will result in processing of Design/Builder's Application for Payment being delayed on a Day for Day basis.

6. Applications for Payment may include, but are not necessarily limited to the following:

   (a) Cost of material, equipment, and labor incorporated into the Work, less any previous payments for the same;

   (b) For material or equipment not incorporated into the Work:

      (i) Up to 90 percent of the cost of equipment identified, if purchased and delivered to the Site or stored off Site, as may be approved by Owner; and

(ii) Up to 90 percent of the cost of materials identified, specifically fabricated for the Project that are not yet incorporated into the Work, as may be approved by Owner.

(iii) Owner's approval shall not be unreasonably withheld. Design/Builder shall show good cause (for example, steel price fluctuations) for advance procurement more than six months in advance of the scheduled use/installation date.

7. At the time any Application for Payment is submitted, Design/Builder shall certify in writing the accuracy of the Application and that Design/Builder has fulfilled all scheduling requirements of Document 00 72 53 (General Conditions- Design Build) and Document 01 32 00 (Progress Schedules and Reports), including updates and revisions. Design/Builder's Project Representative shall execute the certification.

8. If Design/Builder fails to timely deliver any of the following items, Owner may withhold five percent (5%) of each Application for Payment unless and until received:

(a) Complete Monthly Project Reports required by Document 00 52 50.53 (Construction Management Services)

(b) All required monthly schedule update information required by Document 01 32 00 (Progress Schedules and Reports) or otherwise.

(c) All Project Record Document submittals required by Document 01 78 00 (Project Record Documents) or otherwise.

9. Each Application for Payment shall list each Contract Modification and Change Directive ("CD") executed prior to date of submission, including the Contract Modification/CO Number, and a description of the work activities, consistent with the descriptions of original work activities. Submit a monthly Contract Modification/CO status log to Owner.

10. If Owner requires substantiating data, submit information requested by Owner, Application for Payment number and date, and detailed list of enclosures. Submit one copy of substantiating data and cover letter for each copy of Application for Payment submitted.

11. If Design/Builder fails or refuses to participate in work reconciliations or other construction progress evaluation with Owner, Design/Builder shall not receive current payment until Design/Builder has participated fully in providing construction progress information and schedule update information to Owner.

12. In connection with any Application for Payment to be paid or reimbursed from BHCIP Funds, Design-Builder to prepare the application for disbursement in accordance with the requirements set forth in the Program Funding Agreement, and Owner shall cooperate with Design-Builder as needed to satisfy all conditions of disbursement within Owner's control. Owner shall promptly submit and diligently process each completed BHCIP application for disbursement in accordance with the Program Funding Agreement.

E. Progress Payments

1. As soon as practicable after approval of each Application for Payment for progress payments, and no later than thirty (30) days after such approval, Owner will pay to Design/Builder in manner provided by law, an amount equal to 95 percent of the amounts otherwise due (amounting to a 5% retention) as provided in the Contract Documents, or a lesser amount if so provided in Contract Documents, less an additional five percent of the amounts otherwise due (before taking into account the retention).

2. Payments may at any time be withheld if, in judgment of Owner, Work is not proceeding in accordance with Contract, or Design/Builder is not complying with requirements of Contract, or to comply with stop notices.

3. Before any progress payment or final payment is due or made, Design/Builder shall submit satisfactory evidence that Design/Builder is not delinquent in payments to its Construction General Contractor and its employees, Subcontractors, suppliers, or creditors for labor and materials incorporated into Work. This specifically includes, without limitation, statements from each supplier, Construction General Contractor and Construction Subcontractors providing labor, equipment or services for that time period, that they have submitted conditional lien release forms for the current progress payment and unconditional release forms for past progress payments, except for the preceding month's progress payments, to allow adequate time to pay and collect the unconditional release forms. Design/Builder shall receive such lien release forms, shall represent to Owner that such forms are received, and hold them in trust for the Owner. If Design/Builder does not comply with this obligation, and for good cause, Owner also may elect to pay progress payments by joint check to Design/Builder and any Construction General Contractor or Construction Subcontractor having an interest in that progress payment in such amount. By issuing their bonds, Design/Builder's sureties shall consent to this procedure.

4. Owner reserves and shall have the right to withhold payment for any equipment and/or specifically fabricated materials that, in the sole judgment of Owner, are not adequately and properly protected against weather and/or damage prior to or following incorporation into the Work.

5. Granting of progress payment or payments by Owner, or receipt thereof by Design/Builder, shall not be understood as constituting in any sense acceptance of Work or of any portion thereof, and shall in no way lessen liability of Design/Builder to replace unsatisfactory work or material, though unsatisfactory character of work or material may have been apparent or detected at time payment was made.

6. When Owner shall charge sum of money against Design/Builder under any provision of Contract Documents, amount of charge shall be deducted and retained by Owner from amount of next succeeding progress payment or from any other moneys due or that may become due Design/Builder under Contract. If, on completion or termination of Contract, such moneys due Design/Builder are found insufficient to cover Owner charges against it, Owner shall have right to recover balance from Design/Builder or Sureties.

F. Retention. The issuance of a temporary or conditional certificate of occupancy for a designated portion of the Work as to which Owner has taken beneficial occupancy shall not trigger the retention release provisions under applicable state law.

VII. PROVISIONS FOR MATERIALS AND EQUIPMENT NOT YET INCORPORATED INTO THE WORK

A. Where Design/Builder requests payment on the basis of materials and equipment not incorporated in the Work, Design/Builder must satisfy the following conditions:

1. The materials and/or equipment shall be delivered and suitably stored at the Site or at another local location agreed to in writing, for example, a mutually acceptable bonded and insured warehouse;

2. Full title to the materials and/or equipment shall vest in Owner at the time of delivery to the Site, warehouse or other storage location;

3. Obtain a negotiable warehouse receipt, endorsed over to Owner for materials and/or equipment stored in an off-site warehouse. No payment will be made until such endorsed receipts are delivered to Owner;

4. Stockpiled materials and/or equipment shall be available for Owner inspection, but Owner shall have no obligation to inspect them and its inspection or failure to inspect shall not relieve Design/Builder of any obligations under the Contract Documents. Materials and/or equipment shall be segregated and labeled or tagged to identify these specific Contract Documents;

5. After delivery of materials and/or equipment, if any inherent or acquired defects are discovered, defective materials and/or equipment shall be

removed and replaced with suitable materials and/or equipment at Design/Builder's expense;

6. At Design/Builder's expense, insure the materials and/or equipment against theft, fire, flood, vandalism, and malicious mischief, as well as any other coverages required under the Contract Documents;

7. Design/Builder's Application for Payment shall be accompanied by a bill of sale, invoice or other documentation warranting that Owner has received the materials and equipment free and clear of all liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect Owner interest therein, all of which must be satisfactory to Owner. This documentation shall also include, but not be limited to, suitable evidence that Design/Builder has received and holds in trust for the Owner, conditional releases of mechanics' liens and stop notices from all those providing materials and equipment as to which the Application for Payment relates, as well as unconditional releases of the same from the same as to the previous Application for Payment for which they have not already been provided.

B. Amounts previously paid for materials and equipment prior to incorporation into the Work shall be deducted from amounts otherwise due Design/Builder as they are incorporated.

VIII. FINAL PAYMENT

A. As soon as practicable after all required Work for the Project is completed in accordance with Contract Documents, including commissioning, punch list, testing, record documents and Design/Builder maintenance after Final Acceptance, sufficient to secure a Certificate of Final Completion and following the receipt by the Owner thereof, Owner will pay to Design/Builder, in manner provided by law, unpaid balance of Contract Sum of Work (including without limitation retentions) for the Project, determined in accordance with terms of Contract Documents, less sums determined as follows: 150% of the value of remaining Work, inclusive of remaining punch-list, record document or other items; for stop notices and liens, as may be provided for law full retainage under any provisions of Contract Documents or by law.

B. Prior Project progress payments shall be subject to correction in the final payment. Owner determination of amount due as final payment shall be final and conclusive evidence of amount of Work performed by Design/Builder under Contract Documents and shall be full measure of compensation to be received by Design/Builder. Design/Builder and each assignee under an assignment in effect at time of final payment shall execute and deliver at time of final payment, and as a condition precedent to Owner obligation to make and final payment, Document 00 65 30 (Agreement and Release of Any and All Claims) discharging Owner, its

officers, agents, employees, and consultants of and from liabilities, obligations, and claims arising under Contract Documents relating to the Subproject or Project, as applicable.

C. Final payment shall not be due to Design/Builder until payment is received from the State agency and its agents responsible for processing reimbursements.

IX. BASIS AND EFFECT OF PAYMENT

A. Payment will be made by Owner, based on Owner review of Design/Builder prepared plans and specifications, observations at the Site and the data comprising the Application for Payment. Payment will not be a representation that Owner has:

1. Made exhaustive or continuous on-Site inspections to check the quality or quantity of Work;

2. Thoroughly checked Design/Builder prepared Design Development and/or Contract Documents for compliance with Bridging Documents, code and other agency requirements;

3. Reviewed construction means, methods, techniques, sequences, or procedures;

4. Reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by Owner to substantiate Design/Builder's right to payment; or

B. Made examination to ascertain how or for what purpose Design/Builder has used money previously paid on account of the Contract Sum. Owner does not expressly, or by implication, agree, warrant, or represent in any manner, that actual amount of Work will correspond with amount shown or estimated and reserves right to increase or decrease amount of any class or portion of Work, to leave out entire Work Item or Items, or to add work not originally included in Bid or Contract Documents, when in its judgment such change is in best interest of Owner. No change in Work shall be considered a waiver of any other condition of Contract Documents. No claim shall be made for anticipated profit, for loss of profit, for damages, or for extra payment whatever, except as otherwise expressly provided for in Contract Documents, because of any differences between the amount of work actually done and estimated amount as set forth herein, or for elimination of Work Items.

END OF DOCUMENT

DOCUMENT 01 26 00

CONTRACT MODIFICATION PROCEDURES

I. GENERAL

A. Any change in scope of Work or deviation from the Contract Documents including, without limitation, extra work, or alterations or additions to or deductions from the original Work, shall not invalidate the original Contract, and shall be performed under the terms of the Contract Documents.

B. Only Design/Builder or Owner may initiate changes in scope of Work or a deviation from the Contract Documents.

1. Design/Builder may initiate changes by submitting a Change Proposal Request (CPR), a Notice of Concealed or Unknown Conditions, or a Notice of Hazardous Waste Conditions.

2. Design/Builder shall submit RFIs for clarifications in Owner-prepared Contract Documents in accordance with Document 01 11 50 (Summary of Work - Design Services).

3. Owner may initiate changes in the Work or Contract Time by issuing a Contract Modification (CM) to Design/Builder.

4. Owner may also, by Change Directive (CD), order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with or without adjustment to Contract Sum or Contract Time.

II. PROCEDURES

A. Change Proposal Request (CPR) and Procedures.

1. Whenever Design/Builder elects to or is entitled to submit a CPR, Design/Builder shall prepare and submit to Owner for consideration a CPR using the form attached to this Document 01 26 00.

2. All CPRs must contain a complete breakdown of costs of credits, deducts and extras, itemizing materials, labor, taxes, overhead and profit and any requested changes to Contract Time. All Subcontractor Work shall be so indicated. Individual entries on the CPR form shall include applicable WBS code, with all amounts determined as provided in Sections III and IV of this Document 01 26 00.

3. If Owner accepts a CPR, Owner will prepare a Contract Modification for Owner and Design/Builder signatures.

4. If a CPR is not acceptable to Owner because it does not agree with Design/Builder's proposed cost and/or time, Owner will provide comments thereto. Design/Builder will then, within seven (7) Days (except as otherwise provided in this Document 01 26 00), submit a revised CPR.

5. When a necessity to proceed with a change does not allow Owner sufficient time to conduct a proper check of a CPR (or revised CPR), Owner may issue a Change Directive (CD) as provided below.

B. Requests for Information (RFI):

1. Whenever Design/Builder requires information regarding the Project or Owner-prepared Contract Documents or receives a request for such information from a Subcontractor, Design/Builder may prepare and deliver an RFI to Owner. Design/Builder shall not issue an RFI to Owner solely to clarify Design/Builder–prepared Construction Documents. Design/Builder must submit time critical RFIs at least 30 days before scheduled start date of the affected Work activity. Design/Builder shall reference each RFI to an activity of Progress Schedule and shall note time criticality of the RFI, indicating time within which a response is required. Design/Builder's failure to reference RFI to an activity on the Progress Schedule and note time criticality on the RFI shall constitute Design/Builder's waiver of any claim for time delay or interruption to the Work resulting from any delay in responding to the RFI.

2. Design/Builder shall be responsible for its costs to implement and administer RFIs throughout the Contract duration. Regardless of the number of RFIs submitted, Design/Builder shall not be entitled to additional compensation for the effort required to submit the RFIs. Design/Builder shall be responsible for Owner's administrative costs for answering RFIs where the answer could reasonably be found by reviewing the Contract Documents, as determined by Owner and, at Owner discretion, such costs may be deducted from any progress payment or the final payment.

3. Owner will respond within fourteen (14) Days from receipt of an RFI with a written response to Design/Builder. Design/Builder shall distribute response to all appropriate Subcontractors.

4. If Design/Builder is satisfied with the response and does not request change in Contract Sum or Contract Time, then the response shall be executed without a change.

5. If Design/Builder believes the response is incomplete, Design/Builder shall issue another RFI (with the same RFI number with the letter ".1" indicating it is a follow-up RFI) to Owner clarifying original RFI.

Additionally, Owner may return any RFI requesting additional information should the original RFI be inadequate in describing a condition.

6. If Design/Builder believes that the response results in a change in the Contract Sum or the Contract Time, Design/Builder shall notify Owner with the issuance of a Change Proposal Request (CPR) within seven Days after receiving Owner's response. If Design/Builder requires more time to accurately identify the required changes to Contract Sum or Contract Time, Design/Builder shall provide a preliminary CPR within seven (7) Days after receiving Owner's response, and a final CPR within 21 Days after Owner's response. If Owner agrees with Design/Builder, then Owner will prepare Contract Modification for Owner and Design/Builder signatures. If Owner disagrees with Design/Builder, then Design/Builder may give notice of intent to submit a Claim as provided in Article XII of Document 00 72 53 General Conditions- Design Build), and submit its Claim as provided therein.

7. Design/Builder must submit CPRs or Claims within the time periods required under these Contract Documents. Any failure to do so waives Design/Builder's the right to submit a CPR or file a Claim.

C. Change Directives (CD): If at any time Owner believes in good faith that a timely Contract Modification will not be agreed upon using the foregoing procedures, or at any other time, Owner may issue a CD with its recommended cost and/or time adjustment (if any). Upon receipt of CD, Design/Builder shall promptly proceed with the change of Work involved and respond to Owner within ten (10) Days.

1. Design/Builder's response must be any one of following:

   (a) Return CD signed, thereby accepting Owner response, including adjustment to time and cost (if any); or,

   (b) Submit a (revised if applicable) Change Proposal Request (CPR) with supporting documentation (if applicable, reference original CPR number followed by letter A, B, etc. for each revision), if Owner so requests; or,

   (c) Give notice of intent to submit a claim as described in Article XII of Document 00 72 53 (General Conditions – Design Build), and submit its Claim as provided therein.

2. If the CD provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

   (a) Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation; or,

(b) Cost to be determined in a manner agreed.

3. Change Directive signed by Design/Builder indicates the agreement of Design/Builder therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be finalized as a Contract Modification.

4. If Design/Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by Owner on the basis of reasonable expenditures and savings of those performing the Work attributable to the change including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. If the parties still do not agree on the price for a Change Directive, Design/Builder may file a Claim per Article XII of Document 00 72 53 (General Conditions – Design Build). Design/Builder shall keep and present an itemized accounting in a manner consistent with the WBS, together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this paragraph shall be limited to those provided in Sections III and IV of this Document 01 26 00.

5. Pending final determination of cost to Owner, Design/Builder may include amounts not in dispute in its Applications for Payment. The amount of credit to be allowed by Design/Builder to Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by Owner. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

D. Request for Proposal (RFP):

1. Owner may issue an RFP to Design/Builder. Any RFP will detail all proposed changes in the Work and request a quotation of changes in Contract Sum and Contract Time from Design/Builder. If an RFP requires Design/Builder to prepare architectural or engineering drawings in order to secure quotations from Subcontractors or suppliers, then preparing such design drawings, shall be compensable extra work regardless of Owner's acceptance of the resulting change modification.

2. In response to an RFP, Design/Builder shall furnish a Change Proposal Request (CPR) within twenty-one (21) Business Days of Owner's RFP. Upon approval of CPR, Owner may issue a Change Directive directing Design/Builder to proceed with extra Work. If the parties agree on price and time for the work, the Owner will issue a Contact Modification. If the parties do not agree on the price or time for a CPR, Owner may either issue a CD or decide the issue per Article XII of Document 00 72 53

(General Conditions - Design Build). Design/Builder shall perform the changed Work notwithstanding any claims or disagreements of any nature.

E. Differing Site Conditions and/or Hazardous Waste Conditions. Design/Builder shall submit Notices of Differing Site Conditions and/or Hazardous Waste Conditions to resolve problems regarding differing underground Site conditions encountered in the execution of the Work pursuant to Article XIV of Document 00 72 53 (General Conditions – Design Build). If Owner determines that a change in Contract Sum or Contract Time is justified, Owner will issue RFP or CD.

F. All Changes:

1. Documentation of Change in Contract Sum and Contract Time:

(a) Design/Builder shall document each proposal for a change in cost or time using WBS categories and with sufficient data to allow evaluation of the proposal.

(b) Design/Builder shall, on request, provide additional data to support computations for:

(i) Quantities of products, materials, labor and equipment.

(ii) Taxes, insurance, and bonds.

(iii) Overhead and profit.

(iv) Justification for any change in Contract Time and new Progress Schedule showing revision due, if any.

(v) Credit for deletions from Contract, similarly documented.

(c) Design/Builder shall support each claim for additional cost, and for Work performed on a cost-and-percentage basis, with additional information including:

(i) Credit for deletions from Contract, similarly documented.

(ii) Origin and date of claim.

(iii) Dates and times Work was performed and by whom.

(iv) Time records and wage rates paid.

(v) Invoices and receipts for products, materials, equipment and Subcontracts, similarly documented.

G. Correlation of Other Items:

1. Design/Builder shall revise Application for Payment forms to record each authorized Contract Modification or CD as a separate line item and adjust the Contract Sum as shown thereon prior to the next monthly pay period.

2. Design/Builder shall revise the Progress Schedules prior to the next monthly pay period.

3. Design/Builder shall enter changes in Project Record Documents prior to the next monthly pay period.

H. Responses: For all responses for which the Contract Documents, including without limitation this Document 01 26 00, do not provide a specific time period, recipients shall respond within a reasonable time.

I. Disputes: For all disputes arising from the procedures herein, Design/Builder shall follow Article XII of Document 00 72 53 General Conditions - Design Build.

III. COST DETERMINATION

A. Total cost of extra Work or of Work omitted shall be

1. A mutually agreed upon lump sum for a defined scope of work; or

2. Time and materials, measured as the sum of actually incurred labor costs, material costs and equipment rental costs as defined herein, plus overhead and profit as allowed herein, to include actual additional costs for any additionally required insurance, and bonds, and taxes as defined herein.

3. This measures above stated apply in all cases of claims for extra Work, whether calculating Change Proposal Requests, Contract Modifications or CDs, or calculating claims of all types, and applies even in the event of fault, negligence, strict liability, or tort claims of all kinds, including strict liability or negligence. Design/Builder may recover no other costs arising out of or corrected with the performance of extra Work, of any nature. No special, incidental or consequential damages may be claimed or recovered against Owner, its representatives or agents, whether arising from breach of contract, negligence or strict liability, unless specifically authorized in the Contract Documents.

B. Overhead and Profit Markup.

1. Overhead and profit on labor (whether Subcontractor, Construction General Contractor, Construction Subcontractor, supplier, vendor or Design/Builder) for extra Work shall be fifteen (15%) percent.

2. Overhead and profit on materials (whether Subcontractor, Construction General Contractor, Construction Subcontractor, supplier, vendor or Design/Builder) for extra Work shall be fifteen (15%) percent.

3. Overhead and profit on equipment rental (whether Subcontractor, Construction General Contractor, Construction Subcontractor, supplier, vendor or Design/Builder) for extra Work shall be fifteen (15%) percent.

4. When extra Work is performed by a Subcontractor, Construction General Contractor, Construction Subcontractor, Design/Builder shall receive a fifteen (15%) percent markup on Subcontractors' total costs of extra Work.

5. Under no circumstances shall the total markup on any extra Work exceed twenty (20%) percent of the direct cost, notwithstanding the actual number of contract tiers (Subcontractors, suppliers or vendors).

6. On proposals covering both increases and decreases in Contract Sum, overhead, profit, and commission shall be allowed on the net increase only as determined in this Article III. When the net difference is a deletion, no percentage for overhead profit and commission shall be allowed, but rather an appropriate percentage deduction shall be issued in the amount of the net difference.

7. The markup shall be deemed "all in" to include profit, bonds, insurance, taxes, small tools, cleanup, engineering, supervision, warranties, cost of preparing the cost proposal, jobsite overhead, and home office overhead. No additional costs shall be recognized for taxes, insurance, and bonds.

8. Mark-up shall not include extended superintendent's time, in the event that a change results in compensable time extension under the terms of the Contract Documents.

C. Taxes. All State sales and use taxes, applicable County and applicable Owner sales taxes, shall be included. Federal and Excise tax shall not be included.

D. Owner-Operated Equipment: When equipment owned and operated by Design/Builder, Construction General Contractor, Construction Subcontractor, or any Subcontractor is used to perform extra Work, Design/Builder will be paid for operator as follows:

1. Payment for equipment will be made in accordance with Article IV.C of this Document 01 26 00.

2. Payment for cost of labor will be made at no more than rates of such labor established by collective bargaining agreements for type of worker and location of Work, whether or not owner/operator (i.e., Design/Builder,

Construction General Contractor, Construction Subcontractor, or Subcontractor) is actually covered by such an agreement.

E. Accord and Satisfaction: Every Contract Modification and accepted CD shall constitute a full accord and satisfaction, and release, of all Design/Builder (and if applicable, Construction General Contractor, Construction Subcontractor, Subcontractor) claims for additional time, money or other relief arising from or relating to the subject matter of the change including, without limitation impacts of all types, cumulative impacts, inefficiency, overtime, delay and any other type of claim. Design/Builder may elect to reserve its rights to disputed claims arising from or relating to the changed Work at the time it signs a Contract Modification or approves a CD, but must do so expressly in a writing delivered concurrently with the executed Contract Modification or approved CD, and must also submit a Claim for the reserved disputed items pursuant to Article XII of Document 00 72 53 (General Conditions - Design Build) no later than thirty (30) days of Design/Builder's first written notice of its intent to reserve rights.

IV. COST BREAKDOWN

A. Labor: Design/Builder will be paid cost of labor for workers (including forepersons when authorized by Owner) used in actual and direct performance of extra Work. Labor rates for Construction General Contractor shall be at the fixed rates agreed upon in connection with the Phase Two Guaranteed Maximum Price. Labor rates for all others, whether employer is Design/Builder, Construction Subcontractor, Subcontractor or other forces, will be sum of the following:

1. Actual Wages: Actual wages paid shall include any employer payments to or on behalf of workers for health and welfare, pension, vacation, and similar purposes.

2. Labor surcharge: Payments imposed by local, county, state, and federal laws and ordinances, and other payments made to, or on behalf of, workers, other than actual wages as defined in paragraph IV.A. l of this Document 01 26 00, such as taxes and worker's compensation insurance. Such labor surcharge shall not exceed that set forth in California Department of Transportation official labor surcharges schedule which is in effect on date upon which extra Work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein.

B. Material: Only materials furnished by Design/Builder and necessarily used in performance of extra Work will be paid for. Cost of such materials will be cost, including sales tax, to purchaser (Design/Builder, Construction General Contractor, Construction Subcontractor, Subcontractor- or other forces) from supplier thereof, except as the following are applicable:

1. If cash or trade discount by actual supplier is offered or available to purchaser, it shall be credited to Owner notwithstanding fact that such discount may not have been taken.

2. For materials salvaged upon completion of extra Work, salvage value of materials shall be deducted from cost, less discounts, of materials.

3. If cost of a material is, in opinion of Owner, excessive, then cost of material shall be deemed to be lowest current wholesale price at which material is available in quantities concerned delivered to Site, less any discounts as provided in this Document 01 26 00.

C. Equipment Rental: For Design/Builder-, or Construction General Contractor-, or Construction Subcontractor-, - or Subcontractor-owned equipment, payment will be made at rental rates listed for equipment in California Department of Transportation official equipment rental rate schedule which is in effect on date upon which extra Work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein. If there is no applicable rate for an item of equipment, then payment shall be made for the equipment at rental rate listed in the most recent edition of the Association of Equipment Distributors (AED) book. For rented equipment, payment will be made based on actual rental invoices. Equipment used on extra Work shall be of proper size and type. If, however, equipment of unwarranted size or type and cost is used, cost of use of equipment shall be calculated at rental rate for equipment of proper size and type, as determined by Owner. Rental rates paid shall be deemed to cover cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Unless otherwise specified, manufacturer's ratings, and manufacturer-approved modifications, shall be used to classify equipment for determination of applicable rental rates. Individual pieces of equipment or tools not listed in said publication and having a replacement value of $100 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefor as payment is included in payment for labor. Rental time will not be allowed while equipment is inoperative due to breakdowns.

1. For equipment on Site, rental time to be paid for equipment shall be time equipment is in operation on extra Work being performed or on standby as approved by Owner. The following shall be used in computing rental time of equipment:

   (a) When hourly rates are listed, less than 30 minutes of operation shall be considered to be 1/2 hour of operation.

   (b) When daily rates are listed, less than four hours of operation shall be considered to be a Day of operation.

2. For equipment that must be brought to Site to be used exclusively on extra Work, cost of transporting equipment to Site and its return to its original location shall be determined as follows:

   (a) Owner will pay for costs of loading and unloading equipment.

   (b) Cost of transporting equipment in low bed trailers shall not exceed hourly rates charged by established haulers.

   (c) Cost of transporting equipment shall not exceed applicable minimum established rates of California Public Utilities Commission.

   (d) Owner will not make any payment for transporting and loading and unloading equipment if equipment is used on Work in any other way than upon extra Work.

3. Rental period may begin at time equipment is unloaded at Site of extra Work and terminate at end of the performance of the extra Work or Day on which Owner directs Design/Builder to discontinue use of equipment, whichever first occurs. Excluding Saturdays, Sundays, and legal holidays, unless equipment is used to perform extra Work on such Days, rental time to be paid per Day shall be four hours for zero hours of operation, six hours for four hours of operation and eight hours for eight hours of operation, time being prorated between these parameters. Hours to be paid for equipment that is operated less than eight hours due to breakdowns, shall not exceed eight less number of hours equipment is inoperative due to breakdowns.

V. OWNER-FURNISHED MATERIALS

Owner reserves right to furnish materials as it deems advisable, and Design/Builder shall have no claims for costs and overhead and profit on such materials.

VI. OVERHEAD DEFINED

A. The following constitutes charges that are deemed included in overhead for all Contract Modifications, whether incurred by Design/Builder, Construction General Contractor, Construction Subcontractor, Subcontractors, or suppliers, and Design/Builder shall not invoice or receive payment for these costs separately:

   1. Drawings: field drawings, Shop Drawings, etc., including submissions of drawings (excluding costs compensable per Article II.D above);

   2. Routine field inspection of Work proposed;

   3. General Superintendence;

4. General administration and preparation of cost proposals, schedule analysis, change orders and other supporting documentation as necessary;

5. Computer services;

6. Reproduction services;

7. Salaries of project superintendent, timekeeper, storekeeper and secretaries;

8. Janitorial services;

9. Temporary on-Site facilities:

   (a) Offices;

   (b) Telephones;

   (c) Plumbing;

   (d) Electrical: Power, lighting;

   (e) Platforms;

   (f) Fencing, etc.;

   (g) Water;

10. Home office expenses;

11. Procurement and use of vehicles and fuel used coincidentally in Work otherwise included in the Contract Documents;

12. Surveying;

13. Estimating;

14. Protection of Work;

15. Handling and disposal fees;

16. Final cleanup;

17. Other incidental Work.

VII. RECORDS AND CERTIFICATION

A. All charges shall be recorded daily and summarized in Change Proposal Request form attached hereto. Design/Builder or authorized representative shall complete and sign form each day. Design/Builder shall also provide with the form: the

names and classifications of workers and hours worked by each; an itemization of all materials used; and a list by size type and identification number of equipment and hours operated.

B. Owner shall have the right to audit all records in possession of Design/Builder relating to activities covered by Design/Builder's claims for modification of Contract, including CD Work. This right shall be specifically enforceable, and any failure of Design/Builder to voluntarily comply shall be deemed an irrevocable waiver and release of all claims then pending that were or could have been subject to Article XII of Document 00 72 53 (General Conditions- Design Build).

END OF DOCUMENT

DOCUMENT 01 31 19

PROJECT MEETINGS

I. SUMMARY

A. Section includes description of the required Project meetings for Construction phases of the Work. These meetings include

1. Preconstruction Conference.
2. Schedule Review Meetings
3. Weekly Progress Meetings
4. Progress Schedule and Billing Meetings

II. PRECONSTRUCTION CONFERENCE

A. Owner, its representative, or Design/Builder will call for and administer Preconstruction Conference at time and place to be announced (usually the week prior to start of Work at the Site).

B. Design/Builder, Construction General Contractor, Construction Subcontractors, all major Subcontractors, and major suppliers shall attend Preconstruction Conference.

C. Agenda will include, but not be limited to, the following items.

1. Schedules
2. Personnel and vehicle permit procedures
3. Use of premises
4. Location of the Design/Builder’s on-Site facilities
5. Security
6. Housekeeping
7. Submittal and RFI procedures
8. Inspection and testing procedures, on-Site and off-Site
9. Utility shutdown procedures
10. Control and reference point survey procedures

11. Injury and Illness Prevention Program

12. Design/Builder's Initial Schedule

13. Design/Builder's Schedule of Values

14. Design/Builder's Schedule of Submittals

15. Project Directory

16. Design/Builder's Emergency Contact List

17. Environmental, Safety and Health procedures

D. Owner or its representative will distribute copies of minutes to attendees. Attendees shall have seven (7) Days to submit comments or additions to minutes. Minutes will constitute final memorialization of results of Preconstruction Conference.

III. INITIAL SCHEDULE REVIEW MEETINGS

A. Pre-Construction Review of Initial Draft Schedules. Design/Builder shall meet with Owner prior to Start Date of the Work under Contract Documents and conduct initial review of Design/Builder's draft Shop Drawing and Sample Submittal Schedule, draft Schedule of Values, and Initial Schedule. Authorized representative in Design/Builder's organization, designated in writing, who will be responsible for working and coordinating with Owner relative to preparation and maintenance of Progress Schedule shall attend the initial schedule review meeting.

B. Pre-Payment Review of Second Draft Schedules.

1. Unless otherwise provided in the Contract Documents, at least fifteen (15) Days before submission of the first application for payment, a conference attended by Design/Builder, Owner, and others as appropriate, will be held to review acceptability of the schedules submitted in accordance with this Paragraph, first reviewed at the Preconstruction Conference. Design/Builder shall have an additional seven (7) Days to make corrections and adjustments and to complete and resubmit the schedules. Schedules shall be updated and completed as required by Documents 01 20 53 (Measurement and Payment), 01 32 00 (Progress Schedules and Reports) and 01 33 00 (Submittal Procedures).

2. Design/Builder shall have its manager, superintendent, scheduler, Construction General Contractor, Construction Subcontractors, and key Subcontractor representatives, as required by Owner, in attendance. The meeting will take place over a continuous one (1) Day period. Owner review will be limited to submittal conformance to Contract Documents'

requirements including, but not limited to, coordination requirements. Owner review may also include:

(a) Clarifications of Contract Requirements.

(b) Directions to include activities and information missing from submittal.

(c) Requests of Design/Builder to clarify its schedule.

3. Within five (5) Days of the Schedule Review Meeting, Design/Builder shall respond in writing to all questions and comments expressed by Owner at the meeting.

C. Owner or its representative will administer Schedule Review Meetings and shall distribute minutes of Schedule Review Meetings to attendees. Attendees shall have five (5) Days to submit comments or additions to minutes. Minutes will constitute final memorialization of results of Schedule Review Meetings.

IV. WEEKLY PROGRESS MEETINGS

A. Design/Builder will schedule and administer weekly progress meetings with Construction General Contractor, Construction Subcontractors, Subcontractors and other project participants, as necessary, throughout duration of Work. Progress meetings will be held weekly unless otherwise directed.

1. Meetings shall be held at Design/Builder's on-Site office.

2. A Design/Builder's representative will prepare agenda and distribute it One **(1)** Day in advance of the meeting.

3. Owner shall not attend weekly progress meetings unless mutually agreed by Owner and Design/Builder.

B. Progress meetings shall be attended by Design/Builder's Project Representative, job superintendent, Construction General Contractor, Construction Subcontractors, major Subcontractors and suppliers, and others as appropriate to agenda topics for each meeting, as determined by Design/Builder.

C. Agenda will contain the following items, as appropriate:

1. Review, revise as necessary, and approve previous meeting minutes

2. Review of Work progress since last meeting

3. Status of Construction Work Schedule, delivery schedules, adjustments

4. Submittal, RFI, and Contract Modification status

5. Review of the Design/Builder's safety program activities and results, including report on all serious injury and/or damage accidents

6. Other items affecting progress of Work

V. PROGRESS SCHEDULE AND BILLING MEETINGS

A. A meeting will be held on approximately the 27th of each month or as otherwise agreed to with Owner (but no more than once every thirty (30) days) to review the schedule update submittal and progress payment application.

1. At this meeting, at a minimum, the following items will be reviewed on Design/Builder's pencil copy payment application and progress schedule update submittal:

(a) Percent complete of each activity on the progress schedule;

(b) Time impact evaluations for Contract Modifications and Time Extension Requests;

(c) Actual and anticipated activity sequence changes;

(d) Actual and anticipated duration changes; and

(e) Actual and anticipated Design/Builder delays.

2. These meetings are considered a critical component of overall monthly schedule update submittal and Design/Builder shall have appropriate personnel attend. At a minimum, Design/Builder's General Superintendent shall attend these meetings. Design/Builder shall set aside sufficient time to review the progress schedule and the monthly pay application, and plan on the meeting taking no less than two hours.

VI. SPECIAL MEETINGS

A. Any party may call special meetings by notifying all desired participants and Owner five (5) Days in advance, giving reason for meeting. Special meetings may be held without advance notice in emergency situations.

B. At any time during the progress of Work, Owner shall have authority to require Design/Builder to schedule a meeting with Owner, Construction General Contractor, Construction Subcontractors, and of any or all of the Subcontractors engaged in Work or in other work, to address matters of concern to the Owner.

C. Design/Builder shall schedule and conduct coordination meetings as necessary to discharge coordination responsibilities in Document 00 72 53 (General Conditions - Design Build). Design/Builder shall give Owner five (5) Days written notice of coordination meetings. Design/Builder shall maintain minutes of

coordination meetings. Attendees shall have seven (7) Days to submit comments or additions to minutes. Minutes will constitute final memorialization of results of coordination meetings.

D. Design/Builder to submit minutes of meetings to all attendees within three (3) days of the meeting.

VII. SAFETY MEETINGS

A. Conduct monthly Design/Builder Safety Committee meetings.

B. Conduct weekly toolbox safety talks.

END OF DOCUMENT

DOCUMENT 01 32 00

PROGRESS SCHEDULES AND REPORTS

I. SUMMARY

A. Perform scheduling of Work under this Contract in accordance with requirements of this Document 01 32 00.

1. Development of the Progress Schedule, monthly payment requests, and project status reporting requirements of the Contract Documents shall employ scheduling as required in this Document 01 32 00.

2. Preparation of three week "look ahead" schedules. The three-week look-ahead schedule shall list the trades scheduled for the following three weeks, the approximate resource assignment, and the progress in the past week on trades and work activities for the prior week's three-week lookahead schedule for the prior week. The three-week look-ahead schedule shall be produced and presented at each weekly progress meeting and shall be coordinated with the schedule required under this Document 01 32 00.

3. Submit schedules and reports as specified in Document 00 72 53 (General Conditions – Design/Build).

B. Upon Award of Contract, immediately commence development of Initial Schedule to ensure compliance with schedule submittal requirements.

C. Employ competent scheduling personnel or a schedule consultant with experience performing scheduling required herein on a minimum of two prior, similar projects, and with first-hand knowledge of this Project.

II. GENERAL

A. Progress Schedule shall be based on and shall incorporate milestone and completion dates specified in the Contract Documents.

B. Overall time of completion and time of completion for each milestone shown on Progress Schedule shall adhere to times in Document 00 52 53 (Agreement Form – Owner-Design/Builder), unless an earlier (advanced) time of completion is requested by Design/Builder and agreed to by Owner. A Contract Modification shall formalize any such agreement.

C. The Progress Schedule shall be the basis for evaluating job progress, payment requests, and time extension requests. Responsibility for developing Contract schedule and monitoring actual progress as compared to Progress Schedule rests with Design/Builder.

D. Failure of Progress Schedule to include any element of the Work or any inaccuracy in Progress Schedule will not relieve Design/Builder from responsibility for accomplishing the Work in accordance with the Contract. Owner acceptance of Schedule shall be for its use in monitoring and evaluating job progress, payment requests, and time extension requests, and shall not, in any manner, impose a duty of care upon Owner, or act to relieve Design/Builder of its responsibility for means and methods of construction.

E. Transmit to Owner, no less than monthly, current progress schedule in electronic form, to include the entire electronic file without abridgment, inclusive of all updates.

III. INITIAL AND ORIGINAL PROGRESS SCHEDULE

A. Initial Schedule submitted for review at the Preconstruction Conference shall serve as Design/Builder's schedule for up to thirty (30) Days after the Notice to Proceed.

B. Initial Schedule must indicate detailed plan for the Work to be completed in first thirty (30) Days of the Contract; details of planned mobilization of plant and equipment; sequence of early operations; and procurement of materials and equipment. Show Work beyond thirty (30) Days in summary form.

C. Design/Builder shall submit its final Schedule for review no later than first progress payment. Original Schedule and all updates shall comp a standards herein.

D. All Schedules shall be time-scaled.

E. Except as otherwise expressly provided in this Document 01 32 00, meet with Owner to review and discuss each Schedule (i.e., Initial, Original and monthly updates) within seven (7) Days after each Schedule has been submitted to Owner.

1. Owner review and comment on any Schedule shall be limited to Contract conformance (with sequencing, coordination, and milestone requirements).

2. Design/Builder shall make corrections to Schedule necessary to comply with Contract requirements and shall adjust Schedule to incorporate any missing information requested by Owner. Resubmit Initial Sched e if requested by Owner.

F. Initial Schedule shall all identify the following milestone events:

1. Notice to Proceed date(s)

2. Substantial completion and project completion at each construction phase

3. Start and completion dates for Work in each occupied space

4. Utility connections

5. Inspections

G. Original Schedule and all updates shall identify all Work activities in proper sequence for the completion of the Work. Work activities shall include the following:

1. Major Design/Builder-furnished equipment, materials, and building elements, and scheduled activities requiring submittals or Owner prior approval.

(a) Show dates for the submission, review, and approval of each submittal. Dates shall be shown for the procurement, fabrications, delivery, and installation of major equipment, materials, and building elements, and for scheduled activities designated by Owner.

(b) A minimum of fifteen (15) working days shall be allotted for Owner review for each submittal.

2. System test dates;

3. Dates Design/Builder request designated working spaces, storage areas, access, and other facilities to be provided by Owner;

4. Dates Design/Builder requests orders and decisions from Owner;

5. Dates Design/Builder requests Owner-furnished equipment;

6. Dates Design/Builder requests Owner-furnished utilities;

7. Connection and relocation of existing utilities;

8. Connecting to or penetrating existing structures;

H. If Design/Builder is of the opinion that any of the Work included on its Schedule has been impacted, submit to Owner a written Time Impact Evaluation (TIE) in accordance with Article VIII of this Document 01 32 00. The TIE shall be based on the most current update of the Initial Schedule.

IV. SCHEDULE FORMAT AND LEVEL OF DETAIL

A. Utilize Primavera computer-scheduling software, for all scheduling including schedule updates, and employ scheduling personnel experienced and competent in it. For all activities or impacts shown in schedule, Design/Builder shall complete

all data points in the software to specifically include the activities, their durations, their logic ties and their resources.

B. Each Schedule (Initial, Original and updates) shall indicate all separate fabrication, procurement and field construction activities required for completion of the Work, including but not limited to the following:

1. All Design/Builder, Construction General Contractor, Construction Subcontractor, Subcontractor, and assigned Design/Builder work shall be shown in a logical work sequence that demonstrates a coordinated plan of work for all parties involved in the Work. The intent is to provide a common basis of acceptance, understanding, and communication.

2. Activities related to the delivery of Design/Builder and Owner-furnished equipment to be Design/Builder installed per Contract shall be shown.

3. All activities shall be identified through codes or other identification to indicate the building (i.e. buildings, Site work) and the Design/Builder, Construction General Contractor, Construction Subcontractor, or Subcontractor responsibility to which they pertain.

4. Break up the Work schedule into activities of durations of approximately twenty-one (21) Work Days or less each, except for non-field construction activities or as otherwise deemed acceptable by Owner.

5. Show the critical path in red. For each activity, show early start, late start, early finish, late finish, durations measured in Days, float, predecessor and successor activities, planned workday/week for the activity, and scheduled/actual progress payments.

C. Seasonal weather conditions (which do not constitute a delay as defined herein) shall be considered in the planning and scheduling of all work influenced by high or low ambient temperatures or presence of high moisture for the completion of the Work within the allotted Contract Time.

D. Failure by Design/Builder to include any element of Work required for performance of the Work on the detailed construction schedule shall not excuse Design/Builder from completing all Work required within the Contract Time.

E. A three-week “look ahead,” detailed daily bar chart schedule shall be updated and issued weekly in hard copy and electronically.

V. MONTHLY SCHEDULE UPDATE SUBMITTALS

A. Following acceptance of Design/Builder’s Initial Schedule, Design/Builder shall monitor progress of Work and adjust Schedule each month to reflect actual progress and any anticipated changes to planned activities.

1. Each Schedule update submitted shall be complete, including all information requested for the Initial Schedule and Original Schedule submittal.

2. Each update shall continue to show all Work activities including those already completed. These completed activities shall accurately reflect "as built" information by indicating when activities were actually started and completed, and Design/Builder warrants the accuracy of as-built information as shown.

B. A meeting will be held on approximately the 25th of each month to review the Schedule update submittal and progress payment application.

1. At this meeting, at a minimum, the following items will be reviewed: Percent complete of each activity; Time Impact Evaluation's (TIE)s for Contract Modifications and Time Extension Request; actual and anticipated activity sequence changes; actual and anticipated duration changes; and actual and anticipated Design/Builder delays and critical issues.

2. These meetings are considered a critical component of overall monthly schedule update submittal; have appropriate personnel attend. At a minimum, Design/Builder and the Construction General Contractor's General Superintendent shall attend these meetings.

C. Within five Days after monthly Schedule update meeting, Design/Builder shall submit the updated Schedule, and reports and charts.

D. Within five (5) Days of receipt of above-noted revised submittals, Owner will either accept or reject monthly schedule update submittal.

1. If accepted, percent complete shown in monthly update will be basis for Application for Payment by Design/Builder. The schedule update shall be submitted as part of Design/Builder's Application for Payment and a basis of such payment.

2. If rejected, update shall be corrected and resubmitted by Design/Builder before the Application for Payment is submitted. Owner may withhold five percent of monthly progress payment amount until acceptable schedule update is received.

E. Neither updating, changing or revising of any report, curve, schedule or narrative submitted to Owner by Design/Builder under this Contract, Owner review or acceptance of any such report, curve, schedule or narrative, nor Owner failure to review same, shall have the effect of amending or modifying, in any way, the Contract Substantial Completion date or milestone dates or of modifying or limiting, in any way, Design/Builder's obligations under this Contract. Any Owner review is solely for Owner's internal consideration to reasonably ascertain

likelihood of Design/Builder's achieving applicable Contract milestones, and Design/Builder may not rely thereon.

VI. SCHEDULE REVISIONS

A. Updating the Schedule (Initial and Original) to reflect actual progress shall not be considered revisions to the Schedule. Since scheduling is a dynamic process, however, revisions to activity durations and sequences are expected on a monthly basis.

B. To reflect revisions to the Schedule, provide Owner with a written narrative with a full description and reasons for each Work activity that is revised. For revisions affecting the sequence of Work, provide a schedule diagram that compares the original sequence to the revised sequence of Work. Design/Builder shall clearly show and discuss any changes in the critical path, and provide the written narrative and schedule diagram for revisions three (3) Days in advance of the monthly schedule update meeting.

C. Schedule revisions shall not be incorporated into any schedule update until Owner has reviewed the revisions. Owner may request further information and justification for schedule revisions and, within three (3) Days, provide Owner with a complete written narrative response to Owner request.

D. If Owner does not accept Design/Builder's revision, and Design/Builder disagrees with Owner position, Design/Builder has seven (7) Days from receipt of Owner letter rejecting the revision, to provide a written narrative providing full justification and explanation for the revision. Design/Builder's failure to respond in writing within seven (7) Days of Owner written rejection of a schedule revision shall be contractually interpreted as acceptance of Owner position, and Design/Builder waives its rights to subsequently dispute or file a claim regarding Owner position. If Design/Builder files a timely response as provided in this paragraph, and the parties are still unable to agree, then Owner and Design/Builder's rights shall be as provided in Document 00 72 53 (General Conditions- Design Build), Article XII.

E. At Owner discretion, Design/Builder can be required to provide Subcontractor certifications of performance regarding proposed schedule revisions affecting said Subcontractors.

VII. RECOVERY SCHEDULE

A. If a Schedule update shows a substantial completion date twenty-one (21) Days beyond any Contract Substantial Completion date, Design/Builder shall submit to Owner within seven (7) Days the proposed revisions to recover the lost time. As part of this submittal, Design/Builder shall provide a written narrative for each revision made to recapture the lost time. If the revisions include sequence changes, Design/Builder shall provide a schedule diagram comparing the original sequence to the revised sequence of Work. If Owner requests, Design/Builder

shall show the intended critical path; secure appropriate Construction General Contractor, Construction Subcontractor, and Subcontractor and supplier consent to the recovery Schedule; submit a narrative explaining trade flow and construction flow changes, duration changes, added/deleted activities, critical path changes and identify all near critical paths and man hour loading assumptions for major Subcontractors.

B. The revisions shall not be incorporated into any Schedule update until Owner has reviewed the revisions.

C. If Owner does not accept Design/Builder's revisions, Owner and Design/Builder shall follow the procedures in paragraphs VI.C through VI.E of this Document 01 32 00.

D. At Owner discretion, Design/Builder can be required to provide Subcontractor certifications for revisions affecting said Subcontractors.

VIII. TIME IMPACT EVALUATION FOR CONTRACT MODIFICATIONS AND OTHER DELAYS

A. When Design/Builder is directed to proceed with changed work or otherwise requests a time extension, Design/Builder shall prepare and submit, within fourteen (14) Days from the direction to proceed, a Time Impact Evaluation (TIE) that includes both a written narrative and a schedule diagram depicting how the changed work affects other schedule activities. The schedule diagram shall show how Design/Builder proposes to incorporate the changed work in the schedule, and how it impacts the current Schedule update critical path or otherwise. Design/Builder is also responsible for requesting time extensions based on the TIE's impact on the critical path. The diagram shall be tied to the main sequence of scheduled activities to enable Owner to evaluate the impact of changed work to the scheduled critical path.

B. Comply with the requirements of paragraph VIII.A of this Document 01 32 00 for all types of delays such as, but not limited to, Design/Builder/Subcontractor delays, adverse weather delays, strikes, procurement delays, fabrication delays, etc.

C. Design/Builder is responsible for all costs associated with the preparation of TIEs, and the process of incorporating TIEs into the current schedule update.

D. Once agreement has been reached on a TIE, the Contract Time will be adjusted accordingly. If agreement is not reached on a TIE, the Contract Time may be extended in an amount Owner allows, and Design/Builder may submit a claim for additional time claimed by Design/Builder as provided in Document 00 72 53 (General Conditions - Design Build).

IX. TIME EXTENSIONS

A. Design/Builder is responsible for requesting time extensions for time impacts that, in the opinion of Design/Builder, impact the critical path of the current schedule update. Notice of time impacts shall be given in accordance with Document 00 72 53 (General Conditions - Design Build).

B. Where an event for which Owner is responsible impacts the projected Substantial Completion date, Design/Builder shall provide a written mitigation plan, including a schedule diagram, which explains how (e.g., increase crew size, overtime, etc.) the impact can be mitigated. Design/Builder shall also include a detailed cost breakdown of the labor, equipment, and material Design/Builder would expend to mitigate Owner-caused time impact. Design/Builder shall submit mitigation plan to Owner within fourteen (14) Days from the date of discovery of said impact. Design/Builder is responsible for the cost to prepare the mitigation plan.

C. Failure to request time, provide TIE, or provide the required mitigation plan will result in Design/Builder waiving its right to a time extension and cost to mitigate the delay.

D. No time will be granted under the Contract Documents for cumulative effect of changes.

E. Owner will not be obligated to consider any time extension request unless requirements of Contract Documents are complied with.

F. Failure of Design/Builder to perform in accordance with the current schedule update shall not be excused by submittal of time extension requests.

G. Notwithstanding any other provision of this Document 01 32 00, if Design/Builder does not submit a TIE within the required fourteen (14) Days for any issue, Design/Builder hereby agree that Design/Builder does not require a time extension for that issue.

X. PROJECT STATUS REPORTING

A. In addition to submittal requirements for scheduling identified in this Document 01 32 00, Design/Builder shall provide a monthly project status report (i.e., written narrative report) to be submitted in conjunction with each Schedule as specified herein. Status reporting shall be in form specified in this Article.

B. Design/Builder shall prepare monthly written narrative reports of status of Project for submission to Owner. Written status reports shall include:

1. Status of major Project components (percent complete, amount of time ahead or behind schedule) and an explanation of how Project will be brought back on schedule if delays have occurred.

2. Progress made on critical activities indicated on each Schedule, including inspections.

3. Explanations for any lack of work on critical path activities planned to be performed during last month.

4. Explanations for any schedule changes, including changes to logic or to activity durations.

5. List of critical activities scheduled to be performed during the next month.

6. Status of major material and equipment procurement.

7. Any delays or other problems encountered during reporting period and recommendations for action to prevent such delays or problems from re-occurring.

8. Intentionally omitted.

9. Design/Builder may include any other information pertinent to status of Project. Include additional status information requested by Owner at no additional cost.

10. Status reports, and the information contained therein, shall not .be construed as claims, notice of claims, notice of delay, or requests for changes or compensation.

C. At the close of each workday provide Owner with report of Design/Builder and its Subcontractors' work activities for that day, including trades, equipment, work activities worked on, staff levels, and equipment deliveries. Use form acceptable to Owner.

END OF DOCUMENT

DOCUMENT 01 33 00

SUBMITTAL PROCEDURES

I. SUMMARY

Design/Builder shall present, track, and file submit submittals on the Project to ensure that suitable products and materials are timely identified and ordered for the Work, and that the products and materials incorporated into the Project have been approved by the Owner and the Authorities Having Jurisdiction over the Project.

II. PROCEDURES

A. Submit at Design/Builder's expense the following items (''Submittals") required by the Contract Documents:

1. Schedule of Shop Drawing and Sample Submittals;
2. Safety Plans;
3. Progress Schedule;
4. Product Data;
5. Shop Drawings;
6. Samples;
7. Coordination Drawings;
8. Quality Assurance Control Data;
9. Machine Inventory Sheets;
10. Installation, Operation, and Maintenance Manuals;
11. Computer Programs;
12. Project Record Documents.

B. Design/Builder shall cause all Subcontractors (including Design/Builder for self-performed Work, vendors and suppliers) to forward copies of all Submittals to Owner concurrently with their delivery to Design/Builder (and/or Design/Builder's Architect of Record) in accordance with accepted Submittals schedule. If Owner, in its sole discretion, elects to provide comments on any such Submittal before scheduled time for final approval, Design/Builder shall review, consider and respond to Owner's comments. Any failure to respond to such

Owner comments shall conclusively mean that Owner's comments are accepted and become part of Contract Documents.

C. Design/Builder shall forward copies of all disposition Submittals (i.e., including without limitation Submittals which are approved, rejected, or marked no exceptions taken, make corrections, revise and resubmit, etc.) to Owner concurrently with Design/Builder's return to the submitting party.

D. Each Submittal delivered to Owner shall be accompanied by the appropriate Submittal transmittal form (which form is subject to Owner's reasonable approval). Submittals shall include identify Project, Subproject, Design/Builder, Construction General Contractor, Construction Subcontractor, Subcontractor, major supplier, pertinent Drawing sheet and detail number, and Specification Section number as appropriate. Where manufacturer's standard drawings or data sheets are used, they shall be marked clearly to show those portions of the data that are applicable to this Project. Inapplicable portions shall be marked out. Submittals shall be submitted based on each Specification Section.

E. The data shown on the Submittals shall be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to show Owner the materials and equipment Design/Builder proposes to provide and to enable Owner to review the information for the limited purposes specified in this Document 01 33 00. Submittals shall be identified clearly as to material, supplier, pertinent data such as catalog numbers and the use for which it is intended and otherwise as Owner may require to enable Owner to review the Submittal. The quantity of each Submittal to be delivered will be as required by individual Specification Sections or this Document 01 33 00.

F. Design/Builder shall not approve any Submittal which permits variations from the requirements of the Contract Documents, without Owner's express written approval. Design/Builder is solely responsible for providing Owner with sufficient time to consider any such variance

G. Submittal coordination and verification is Design/Builder's responsibility; this responsibility shall not be delegated in whole or in part to Subcontractors or suppliers. Before approving each Submittal, Design/Builder shall review and coordinate each Submittal with other Submittals and with the requirements of the Work and the Contract Documents, and determine and verify:

1. All field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar information with respect thereto;

2. All materials with respect to intended use, fabrication, shipping, handling, storage, assembly and installation pertaining to the performance of the Work; and

3. All information relative to Design/Builder's sole responsibilities and of means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.

H. Design/Builder's delivery to Owner of a disposed Submittal shall constitute Design/Builder's representation that it has satisfied its obligations under the Contract Documents, and as set forth immediately above in this Article II of Document 01 33 00, with respect to Design/Builder's review and approval of that Submittal.

I. Designation of work "by others," if shown in Submittals, shall mean that work will be responsibility of Design/Builder rather than Subcontractor or supplier who has prepared Submittals.

J. Notwithstanding any other provision of this Document 01 33 00, Owner's receipt of Submittals is solely for Owner's information. Owner shall be under no obligation to review any Submittal, or to do so within any particular time frame. Neither favorable review nor lack of timely review will constitute acceptance by Owner of any responsibility for the accuracy, coordination and completeness of the Submittals. Accuracy, coordination, and completeness of Submittals shall be sole responsibility of Design/Builder, including responsibility to back-check comments, corrections, and modifications before fabrication. Design/Builder, Construction General Contractor, Construction Subcontractor, Subcontractors, or suppliers may prepare Submittals, but Design/Builder shall ascertain that Submittals meet requirements of Contract Documents, while conforming to structural space and access conditions at point of installation. Owner review, if any will be only to assess if the items covered by the Submittals will, after installation or incorporation in the Work, conform to the requirements of the Contract Documents. No Owner review of Submittal, method of work, or information regarding materials and equipment Design/Builder proposes to furnish shall relieve Design/Builder of responsibility for errors therein, nor shall it be regarded as assumption of risks or liability by Owner, or any officer or employee thereof, and Design/Builder shall have no claim under Contract Documents on account of failure or partial failure or inefficiency or insufficiency of any plan or method of work or material and equipment so reviewed.

K. Owner review will not extend to the means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

L. Design/Builder shall reproduce and distribute copies of shop drawings and copies of product data (either hard copy or electronically) which carry the Architect's review stamp to:

1. Jobsite file;

2. Record Documents file;

3. Other affected Design/Builders, if any;

4. Construction General Contractor, Construction Subcontractor, and Subcontractors;

5. Supplier or fabricator. Distribute samples which carry Architect's stamp as directed.

M. Design/Builder shall distribute copies of reviewed Submittals to concerned persons, and instruct recipients to promptly report any inability to comply with provisions.

N. All Submittals shall be number-identified by Design/Builder (or submitting Subcontractor/vendor/supplier) in accordance with the following:

1. Sequentially number each Submittal (i.e., "1", "2", "3", etc.) as the basis for number identification of Submittals.

2. Affix the Submittal number under which each Submittal is made on every copy of each Shop Drawing, product data, sample, certification, etc.

3. Number Installation, Operation, and Maintenance Manuals with original root number of the approved Submittal for the item.

4. If the Submittal is a re-submittal (including without limitation after an initial Submittal is rejected, returned without review or marked 'Revise as Noted and Resubmit'), add the suffix designation "A" (i.e., are-submittal of Submittal 1 would be numbered 1A). Subsequent re-submittals would be identified by the Submittal number and sequential letters (i.e., ''B", "C", "D", etc.).

5. All Submittals shall include all information requested by each Specification Section. Design/Builder shall not allow partial Submittals unless previously authorized by Owner. In the event a partial Submittal is authorized, each subsequent different Submittal (as opposed to re-submittal) is given a new number.

6. Submittals shall contain:

(a) The submittal number.

(b) The date of submission and the dates of any previous submissions.

(c) The Project and Subproject titles and numbers.

(d) Contract identification.

(e) The names of:

(i) Design/Builder.

(ii) Supplier.

(iii) Manufacturer.

(f) Identification of product, with the Specification Section number.

(g) Field dimensions, clearly identified as such.

(h) Relation to adjacent or critical features of the Work or materials.

(i) Applicable standards, such as ASTM or Federal Specification numbers.

(j) Identification of deviations from Drawings and Specifications.

(k) Identification of revision on re-submittals.

(l) An 8-inch x 3-inch blank space for Architect's and/or consultants' stamps.

(m) Design/Builder's stamp, initialed or signed, to clarify review of submittal, verification of products, field dimensions and field construction criteria, and coordination of the information within the submittal with requirements of the work and of the Drawings and Specifications.

O. Submission Requirements:

1. Require Submittals to be delivered no later than required by the Schedule of Submittals.

2. Initial Submittal of installation, Operation, and Maintenance Manuals shall be forty-five (45) Days after the date Submittals that pertain to the applicable portion of the Installation, Operation, and Maintenance Manual is satisfactorily reviewed.

3. The following table lists the number of initial Submittals required from Design/Builder for each type of submission, to whom Design/Builder shall distribute the information, and Owner distribution of reviewed submissions. If Design/Builder needs more copies of reviewed Submittals returned to it, then either submit additional copies or make copies from the returned transparency Submittal. Submittals requiring resubmission will require the same quantity and distribution as an initial Submittal.

4. Accompany Submittals with Submittal transmittal form containing:

(a) Date, revision date, and Submittal log number.

(b) Project and Subproject names and Owner Contract numbers.

(c) Design/Builder's name, address, and job number.

(d) Specification Section number clearly identified.

(e) The quantity of Shop Drawings, Product Data, or Samples submitted.

(f) Notification of approved deviations from Contract Documents.

(g) Materials Safety Data Sheet (MSDS) for each item complying with OSHA Hazard.

(h) Other pertinent data.

P. Design/Builder shall require Submittal issuers to comply with the following resubmission requirements:

1. Shop Drawings:

(a) Revise initial Shop Drawings as required and resubmit as specified for initial Submittals.

(b) Indicate on Shop Drawings any changes that have been made.

2. Product Data and Samples: Submit new Product Data and Samples as required for initial Submittals.

3. Installation, Operation, and Maintenance Manuals: Revise initial Installation, Operation, and Maintenance Manual(s) as required and resubmit as specified for initial Submittals.

III. SCHEDULE OF SHOP DRAWING AND SAMPLE SUBMITTALS

A. Design/Builder shall prepare Schedule of Shop Drawing and Sample Submittals as required by Document 00 72 53 (General Conditions - Design Build). Design/Builder shall submit two copies of final and accepted Schedule of Shop Drawings and Sample Submittals as required by paragraph II.A.1 of this Document 01 33 00.

B. Schedule of Shop Drawing and Sample Submittals may be used by Owner to schedule its activities relating to Submittals. Schedule of Submittals shall indicate a spreading out of Submittals and early Submittals of long-lead-time items and of items that require extensive review.

C. Schedule of Shop Drawing and Sample Submittals will be reviewed by Owner and shall be revised and resubmitted until accepted by Owner.

D. Unless otherwise specified, Design/Builder shall require Subcontractors (including without limitation Design/Builder for self-performed Work) vendors and suppliers to make Submittals in groups containing all associated items to assure that information is available for checking each item when it is received. Design/Builder shall require submitting party to identify on the Submittal which Submittals should be reviewed together.

E. Design/Builder shall prepare the Submittal Schedule and coordinate it with the Contract Schedule. Design/Builder shall not process submittals before the Submittal Schedule has been submitted to and accepted by the Owner, except in such cases where the processing of submittals is required before the acceptance of the Submittal Schedule.

F. In preparing the Submittal Schedule, Design/Builder must first determine from the Contract Schedule the date the particular item is needed for the Work. Working backwards, Design/Builder will add the required number of days for shipment, time for fabrication, and similar items to determine the date of the first submittal.

G. The Submittal Schedule shall be adjusted to meet the needs of the construction process and Contract Schedule. Design/Builder shall submit to Owner the Submittal Schedule after it is completed and each time it is updated by Design/Builder.

IV. SAFETY PROGRAM

Submit the Safety Program specific to these Contract Documents to the Owner. Owner shall review Safety Program and return with any comments. Design/Builder shall continue revising Safety program as necessary until satisfactory to Owner.

V. PROGRESS SCHEDULE

A. See Document 01 32 00 (Progress Schedules and Reports) for schedule and report requirements. Document 01 32 00 shall control in any conflict with Document 01 33 00.

B. Design/Builder shall submit to Owner three (3) print copies of schedule at each of the following times:

1. Initial Progress Schedule at the Preconstruction Conference;

2. Original Schedule within twenty (20) Days of the Notice to Proceed date;

3. Adjustments to the Schedule as required;

4. Schedule updates monthly, seven (7) Days prior to monthly progress meeting.

C. Submit the reports listed in Document 01 32 00 (Progress Schedules and Reports) with:

1. Initial Schedule;

2. Original Schedule;

3. Each monthly Schedule update.

D. Progress Schedules and Reports shall be submitted via email using software described in paragraph IV.A of Document 01 32 00, in addition to hard copies specified in this paragraph V. Electronic files shall be complete copies, including all programs and electronic coding.

VI. PRODUCT DATA

A. Within time provided in Submittals Schedule, Design/Builder shall submit to Owner the complete list of major products proposed for use, with name of manufacturer, telephone number, trade name, and model number of each product. Tabulate product data by Specification Section.

B. For products specified only by reference standards, Product Data Submittals shall give manufacturer, trade name, model or catalog designation, and reference standards.

C. Product or Catalog Data:

1. Manufacturer's standard drawings shall be modified to delete non-applicable data or include applicable data.

2. For manufacturer's catalog sheets, brochures, diagrams, schedules, charts, illustrations and other standard descriptive data, Design/Builder shall:

(a) Mark each copy to identify pertinent materials, products, or models.

(b) Show dimensions and clearances required, performance characteristics and capacities, wiring diagrams and controls.

(c) Include applicable MSDS.

D. Supplemental Data. Design/Builder shall mark each copy to identify applicable products, models, options, and other data, and supplement manufacturer's standard data to provide information unique to Project.

E. Design/Builder shall provide copies tor Project Record Documents described in Document 01 77 00 (Contract Closeout).

VII. SHOP DRAWINGS

A. A. Minimum Sheet Size: 8-1/2 inches by 11 inches. All others: Multiples of 8-1/2 inches by 11 inches, 34 inches by 44 inches maximum.

B. Original sheet will be marked with AOR review comments and returned to submitting party, with copy to Owner, etc. as provided in paragraph II above.

C. The submittal shall identify applicable products, models, options, and other data; supplement manufacturers' standard data to provide information unique to Work.

The submittal shall include manufacturers' installation instructions when required by Specification Section.

D. Shop Drawings shall be drawn to scale and completely dimensioned, giving plan view together with such sectional views as are necessary to clearly show construction detail and methods.

VIII. SAMPLES

A. Design/Builder shall provide full range of manufacturers' standard colors, textures, and patterns for Owner selection.

B. Design/Builder shall deliver samples to illustrate functional and aesthetic characteristics of product, with integral parts and attachment devices. Design/Builder shall coordinate Submittal of different categories for interfacing work.

C. Design/Builder shall include identification on each sample, giving full information.

D. Sizes: Unless otherwise specified, Design/Builder shall provide the following:

1. Paint Chips: Manufacturers' standard.

2. Flat or Sheet Products: Minimum 6 inches square, maximum 12 inches square.

3. Linear Products: Minimum 6 inches, maximum 12 inches long.

4. Bulk Products: Minimum one pint, maximum one gallon.

E. Full size samples may be used in Work upon approval by Owner.

F. Field Samples and Mock-ups (if applicable):

1. Design/Builder shall erect field samples and mock-ups at Site in accordance with requirements of Specification Sections. If testing is conducted, record and certify results and full Contract compliance.

2. Design/Builder shall modify or make additional field samples and mock-ups as required to provide appearance and finishes approved by Owner.

3. Approved field samples and mock-ups may be used in Work upon approval by Owner.

4. Design/Builder shall construct or prepare as many additional Samples as may be required, as directed by Owner, until desired textures, finishes, and/or colors are obtained.

5. Accepted Samples and mock-up shall serve as the standard of quality for the various units of work.

G. No review of a Sample shall be taken in itself to change or modify the requirements in the Contract Documents.

H. Finishes, materials, and workmanship in the completed Work shall match accepted Samples.

I. Remove mock-ups at conclusion of Work.

IX. QUALITY ASSURANCE CONTROL SUBMITTALS

A. Test Reports:

1. Design/Builder shall submit an electronic copy that shall be marked with Owner review comments and returned to Design/Builder.

2. Design/Builder shall indicate that material or product conforms to or exceeds specified requirements.

3. Reports may be from recent or previous tests on material or product, but shall be acceptable to Owner. Comply with requirements of each individual Specification Section.

B. Certificates:

1. Design/Builder shall submit five (5) copies; one (1) copy will be marked with Owner review comments and returned to Design/Builder.

2. Design/Builder shall indicate that material or product conforms to or exceeds specified requirements.

3. Design/Builder shall submit supporting reference data, affidavits, and certifications as appropriate.

4. Certificates may be recent or from previous test results on material or product, but shall be acceptable to Owner.

C. Manufacturers' Instructions. Design/Builder shall:

1. Submit an electronic copy that will be marked with Owner review comments and returned to Design/Builder.

2. Include manufacturers' printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing.

3. Identify conflicts between manufacturers' instructions and Contract Documents.

D. Material Safety Data Sheets:

1. In addition to Material Safety Data Sheets (MSDS) otherwise required by the Contract Documents, Design/Builder shall submit MSDS for any paints, solvents, thinners, varnish, lacquer, glues and adhesives, mastics, or other materials needed for the Project as required by the individual Specification Sections or as otherwise specified in the Contract Documents.

2. MSDS required for a Submittal shall be submitted with product data in order for the Submittal to be reviewed.

X. INSTALLATION, OPERATIONS, AND MAINTENANCE MANUALS

A. A. Sheet Size: 8-1/2 x 11 inch

B. Drawing Size: Design/Builder shall reduce drawings or diagrams to an 8-1/2 x 11 inch or 11 x 17 inch size. However, where reduction is not practical to ensure readability, fold larger drawings separately and place in vinyl envelopes bound into the binder. Identify vinyl envelopes with drawing numbers.

C. Binding: Design/Builder shall bind in stiff, metal-hinged, three-ring binder(s) with standard three-hole punching.

D. Multiple Items: Multiple items may be combined into one binder; tab each section with plastic-coated dividers.

E. Page Protectors: Design/Builder shall provide plastic sheet lifters prior to first page and following last page.

F. Binder title: Design/Builder shall include the following title on front and spine of binder: "COUNTY OF RIVERSIDE, HARMONY HAVEN CHILDREN & YOUTH WELLNESS CENTER, INSTALLATION, OPERATION, AND MAINTENANCE MANUAL, 20__."

G. Contents:

1. Introductory information shall include:

(a) Title page providing the same information as paragraph F above;

(b) Design/Builder's name, address, and telephone number;

(c) Table of Contents.

2. Include, at a minimum, the following detailed information for each item as applicable and as required by individual Specification Sections:

(a) Equipment function, normal operating characteristics, limiting operations.

(b) Assembly, disassembly, installation, alignment, adjustment, and checking instructions.

(c) Operating instructions for startup, routine and normal operation, regulation and control, shutdown, and emergency conditions.

(d) Lubrication and maintenance instructions including specific type and amount of lubricant and recommended lubrication interval.

(e) Guide to "troubleshooting."

(f) Parts list and predicted life of parts subject to wear.

(g) Outline, cross-section, and assembly drawings; engineering data; and electrical diagrams, including elementary diagrams, labeled wiring diagrams, connection diagrams, word description of wiring diagrams and interconnection diagrams.

(h) Test data and performance curves.

(i) A list of recommended spare parts with a price list and a list of spare parts provided under this Contract.

(j) Copies of parts lists or other documents packed with equipment when delivered.

(k) Instrumentation or tag numbers relating the equipment back to the Contract Documents.

3. Index

H. Final Submittal: Upon favorable review of Installation, Operation, and Maintenance Manual(s) by Owner, Design/Builder shall deliver three (3) hard

copies and one (1) electronic media format copy of the final approved Installation, Operation, and Maintenance Manual(s). Electronic media format copy shall include all tables, charts, drawings, codes and all other matters reflected in hard copies. Design/Builder shall complete the Equipment and Tasks lists in digital format for each piece of equipment supplied.

I. Electronic Media Format: Compatible with Microsoft® Word, AutoCAD in drawing format (.DWG), or Adobe (.PDF) unless directed otherwise by Owner. All files shall be delivered in a usable electronic format.

J. Draft Submittal: The Draft Submittal of Installation, Operation, and Maintenance Manuals shall be submitted to Owner prior to equipment startup.

XI. COMPUTER PROGRAMS

When any equipment requires operation by computer programs, Design/Builder shall submit copy of program on appropriate diskette, plus a hard-copy and an electronic copy (Adobe .PDF format) of all user manuals and guides for operating the programs and making changes in the programs for upgrading and expanding the databases. All programs shall be Windows compatible. Design/Builder shall provide required licenses to Owner at no additional cost.

XII. PROJECT RECORD DOCUMENTS

Design/Builder shall submit one (1) copy of each of the Project Record Documents listed in Document 01 77 00 (Contract Closeout).

XIII. DELAY OF SUBMITTALS

Delay of Submittals by Design/Builder is considered avoidable delay.

XIV. OPTIONAL REVIEW MEETING

At the Design/Builder's request, in order to facilitate the timeliness of the review process, Owner may schedule a meeting to review the materials submitted. If this option is exercised, the following requirements apply:

A. Design/Builder shall request a meeting date with Owner at least ten (10) Business Days in advance.

B. Design/Builder shall provide the complete package of Submittal information at least five (5) Business Days in advance of the meeting.

C. The meeting shall take place at Owner office. Owner will provide the authorized staff to review and respond on the Submittal information during the meeting.

D. Design/Builder shall make available for this meeting the job superintendent and/or foreman, Design/Builder's safety officer, and someone knowledgeable of all the items submitted and authorized to make substitutions or changes.

END OF DOCUMENT

DOCUMENT 01 42 53

REFERENCES AND DEFINITIONS

I. DEFINITIONS

A. Wherever any of the words or phrases defined below, or a pronoun used in place thereof, is used in any part of the Contract Documents, it shall have the meaning here set forth. This list is not intended to be comprehensive and definitions of terms may occur within other parts of the Contract Documents. In the Contract Documents, the neuter gender includes the feminine and masculine, and the singular number includes the plural. While Owner has made an effort to identify all defined terms with initial caps, the following definitions shall apply regardless of case unless the context otherwise requires:

1. Agreement (Document 00 52 53): Agreement is the basic contract document that binds the parties to construction Work. Agreement defines relationships and obligations between Owner and Design/Builder and by reference incorporates Conditions of Contract, Drawings, and Specifications and contains Addenda and all Modifications subsequent to execution of Contract Documents.

2. Alternate: Work added to or deducted from the base Contract Sum, if accepted by Owner. (if used)

3. Application for Payment: Written application for monthly or periodic progress or final payment made by Design/Builder complying with the Contract Documents.

4. Approved Equal: Approved in writing by Owner ac; being. of equivalent quality, utility and appearance.

5. Architect or Engineer: If used elsewhere in the Contract Documents, ‘‘Architect” or “Engineer” shall mean a person holding a valid California State Engineer’s or Architect’s license representing the Owner in the administration of the Contract Documents. Architect may be an employee of or an independent consultant to Owner. When Architect is referred to within the Contract Documents and no Architect has in fact been designated, then the matter shall be referred to Owner. The term Architect shall be construed to include employees of Architect and/or employees that Architect supervises. When the designated Architect is an employee of Owner, his or her authorized representatives on the Project will be included under the term Architect. If Architect is an employee of Owner, Architect is the beneficiary of all Design/Builder obligations to Owner, including without limitation, all releases and indemnities. Unless obviously intended, the term “Architect” shall not include any architect or engineer of Design/Builder.

6. Asbestos: Any material that contains more than one percent asbestosis and is friable or is releasing asbestos fibers into the air above current action levels established by OSHA or Cal/ OSHA.

7. AHJ or Authority Having Jurisdiction: Any federal, state, local, or other governmental entity with statutory or regulatory authority over the Project.

8. Business Day: Any Day other than Saturday, Sunday, and days which are designated as holidays by Owner. If a holiday falls on a Saturday, the preceding Friday will be the holiday. If a holiday falls on a Sunday, the following Monday will be the holiday. Refer to the Owner web site for a list of Owner observed holidays.

9. By Others: Work that is outside scope of Work to be performed by Design/Builder under this Contract, which will be performed by Owner, other Design/Builders, or other means.

10. By Owner: Work that will be performed by Owner or its agents at Owner expense.

11. California Building Standards Code: California Code of Regulations Title 24, including without limitation Part 1 (California Building Standards Administrative Code), Part 2 (California Building Code), etc.

12. Change Directive: A written directive from Owner to Design/Builder ordering alterations or modifications that do not result in change in Contract Sum or Contract Time, and do not substantially change Drawings or Specifications. See Document 01 26 00 (Modification Procedures).

13. Change Order: A written order prepared and signed by the Owner directing a change in the Work.

14. Change Directive (“CD”): Is defined in Document 01 26 00 (Modification Procedures).

15. Change Proposal Request (“CPR”): Is defined in Document 01 26 00 (Modification Procedures).

16. Code Inspector: A local or state agency responsible for the enforcement of applicable codes and regulations.

17. Commissioning Agent: See Document 01 91 00 (Commissioning).

18. Concealed: Work not exposed to view in the finished Work, including within or behind various construction elements.

19. Construction Documents: defined in Document 01 11 53 (Summary of Work- Design Build) and Document 01 11 50 (Summary of Work- Design Services).

20. Construction General Contractor: A person or legal entity that has a direct contractual relationship with the Design/Builder to perform, among other things, construction of the Work. The Construction General Contractor shall be Snyder Langston, LLC.

21. Construction Manager: A third-party consultant retained by the Owner to assist in the Owner's administration of the Contract. The Construction Manager does not have legal authority to bind the Owner and does not act as an agent for the Owner in any legal capacity.

22. Construction Subcontract: A written agreement between the Design/Builder and/or the Construction General Contractor and a trade subcontractor licensed by the State of California's Contractors State License Board to perform work, provide labor, materials, fabrication, equipment, or installation of a portion of the Work within a particular specialty trade.

23. Construction Subcontractor: A trade subcontractor licensed by the State of California's Contractors State License Board to perform work, provide labor, fabrication, equipment, or installation of a portion of the Work within a particular specialty trade that enters into a Construction Subcontract.

24. Contract Conditions: Consists of two parts: General Conditions and Supplemental Conditions. General Conditions are general clauses that are common to the Owner Contracts, including Document 00 72 53. Supplemental conditions modify or supplement General Conditions to meet specific requirements for this Contract, Document series 00 73 00.

25. Contract Date: See Document 00 52 53 (Agreement).

26. Contract Documents and Contract: Contract Documents and Contract shall consist of the documents identified as the Contract Documents in Document 00 52 53 (Agreement), plus all changes, addenda, and modifications thereto.

27. Contract Modification ("CM"): a written amendment to Contract signed by Design/Builder and Owner. See Document 01 26 00 (Modification Procedures).

28. Contract Sum: The sum stated in the Agreement and, including authorized adjustments, the total amount payable by Owner to Design/Builder for performance of the Work and the Contract Documents. The Contract Sum

is also sometimes referred to as the Contract Price or the Contract Amount.

29. Contract Time: The number or numbers of Days or the dates stated in the Agreement to achieve Substantial Completion of the Work or designated milestones, or, to complete the Work so that it is ready for final payment and is accepted.

30. Design/Builder: The person or entity identified as such in the Agreement and referred to throughout the Contract Documents as if singular in number and neutral in gender. The term "Design/Builder" means the Design/Builder or its authorized representative. The Design/Builder entity shall be PMB Beaumont LLC.

31. Design/Builder's Employees: Persons engaged in execution of Work under Contract as direct employees of Design/Builder, of Construction General Contractor, of Construction Subcontractors, or of Subcontractors.

32. Design/Builder's Representative (or Design/Builder's Project Representative)(s): See Document 00 52 53 (Agreement).

33. County: The County of Riverside, California.

34. Day: One calendar day of 24 hours measured from midnight to the next midnight, unless the word "day'' is specifically modified to the contrary.

35. Design Development Documents: defined in Document 01 11 50 (Summary of Work – Design Services).

36. Defective: An adjective which, when modifying the word "Work," refers to Work that is unsatisfactory or unsuited for the use intended, faulty, or deficient, that does not conform to the Contract Documents, or docs not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents (including but not limited to approval of samples and "or equal" items), or has been damaged prior to final payment (unless responsibility for the protection thereof has been assumed by Owner). Owner is the judge of whether Work is defective.

37. Drawings: The graphic and pictorial portions of Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

38. Equal: Equal in opinion of Owner. Burden of proof of equality is responsibility of Design/Builder.

39. Exposed: Work exposed to view in the finished Work, including behind louvers, grilles, registers and various other construction elements.

40. Final Acceptance or Final Completion: Owner acceptance of the Work of the Project as satisfactorily completed in accordance with Contract Documents. Requirements for Final Acceptance/Final Completion include, but are not limited to: All systems having been tested and accepted as having met requirements of Contract Documents; All required instructions and training sessions having been given by Design/Builder; All Project Record Documents having been submitted by Design/Builder, reviewed by Owner and accepted by Owner; All punch list work, as directed by Owner, having been completed by Design/Builder; Generally all Work, except Design/Builder maintenance after Final Acceptance, having been completed to satisfaction of Owner.

41. Force Account: Work directed to be performed without prior agreement as to lump sum or unit price cost thereof, and which is to be billed at cost for labor, materials, equipment, taxes, and other costs, plus a specified percentage for overhead and profit.

42. Furnish: Supply only, do not install.

43. Hazardous Materials Laws: See Document 00 73 05 (Supplemental General Conditions - Hazardous Materials) (if used).

44. Governing Body: The Project Owner's elected or appointed board, council, or supervisors.

45. Indicated: Shown or noted on the Drawings.

46. Install: Install or apply only, do not furnish.

47. Latent: Not apparent by reasonable inspection, including but not limited to, the inspections and research required as a condition to executing the Agreement.

48. Law: Unless otherwise limited, all applicable laws including without limitation all federal, state, and local laws, statutes, standards, rules, regulations, ordinances, and judicial and administrative decisions.

49. Material: This word shall be construed to embrace machinery, manufactured articles, materials of construction (fabricated or otherwise), and any other classes of material to be furnished in connection with Contract, except where a more limited meaning is indicated by context.

50. Milestone: A principal event specified in Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all Work.

51. Modification: Same as Contract Modification.

52. Naturally Occurring Asbestos (NOA): Asbestos naturally contained in serpentine or other rock, which may be released from the rock and become airborne when the rock is disturbed. See Document series 00 73 01 (Supplemental General Conditions- Naturally Occurring Asbestos) (if used).

53. Not in Contract: Work that is outside the scope of Work to be performed by Design/Builder under Contract Documents.

54. Notice of Completion: Shall have the meaning provided in California Civil Code Section 3093, and any successor statute.

55. Off Site: Outside geographical location of the Project.

56. Owner: The County of Riverside.

57. Owner Secured Permits: Licenses and permits from State regulatory agencies that are required to operate the facility and that will be procured by Owner. Does not include licenses and permits required for Design/Builder's performance of the Work.

58. Owner-Furnished, Design/Builder-Installed: Items furnished by Owner at its cost for installation by Design/Builder at its cost under Contract Documents.

59. Owner Representative(s): See Document 00 52 53 (Agreement).

60. Partial Utilization: Use by Owner of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all of the Work.

61. Phase: A specified portion of the Work (if any) specifically identified as a Phase in Document 00 52 53 (Agreement) or Document 0 11153 (Summary of Work - Design Build) or Document 011 150 (Summary of Work- Design Services) .

62. Product Data: That information (including brochures, catalogue cuts, MSDS, etc.) supplied by the vendor describing the technical and commercial characteristics of the supplier equipment or materials, and accompanying commercial terms such as warranties, instructions and manuals.

63. Progress Report: A periodic report submitted by Design/Builder to Owner with progress payment invoices accompanying actual work accomplished to the Progress Schedule. Sec Document 01 32 00 (Progress Schedules and Reports) and Document 00 72 53 (General Conditions - Design Build).

64. Project: Total construction of which Work performed under Contract Documents may be whole or part.

65. Project Criteria (Document 00 01 16): See Document 00 01 16.

66. Project Manager: See Document 00 52 53 (Agreement) (if this term is used).

67. Project Manual: Project Manual consists of Agreement, Bonds, Certificates, Contract Conditions, and Specifications.

68. Project Record Documents: All Project deliverables required under Documents 01 77 00 and 01 78 00, including without limitation, as-built drawings, operations and maintenance manuals, Installation, Operation, and Maintenance Manuals, and Machine Inventory Sheets.

69. Provide: Furnish and install.

70. Request for Information ("RFI"): A document prepared by Design/Builder requesting information regarding the Project or Contract Documents as provided in Document 01 26 00 (Modification Procedures). The RFI system is also a means for Owner to submit Contract Document clarifications or supplements to Design/Builder.

71. Request for Proposals ("RFP"): A document issued by Owner to Design/Builder whereby Owner may initiate changes in the Work or Contract Time as provided in Contract Documents. See Document 01 26 00 (Modification Procedures).

72. Request for Qualifications ("RFQ"): The documents issued by the Owner to request qualifications from design-build entities to solicit progressive design-build services for the Project.

73. Request for Substitution ("RFS"): A document prepared by Design/Builder requesting substitution of materials as permitted and to the extent permitted in Contract Documents. See Document 01 60 00 (Product Requirements).

74. RFI-Reply: A document consisting of supplementary details, instructions, or information issued by Owner that clarifies or supplements Contract Documents, and with which Design/Builder shall comply. RFI-Replies do not constitute changes in Contract Sum or Contract Time except as otherwise agreed in writing by Owner. RFI-Replies will be issued through the RFI administrative system.

75. Samples: Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

76. Services: See Document 00 52 50.53 (Construction Management Services) (if this term is used).

77. Shop Drawings: All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for Design/Builder and submitted by Design/Builder to illustrate some portion of the Work or as otherwise required by Code.

78. Shown: As indicated on Drawings.

79. Site: The particular geographical location of Work performed pursuant to Contract Documents.

80. Specifications: The written portion of the Contract Documents consisting of requirements for materials, equipment, construction systems, standards, and workmanship for the Work; performance of related services; and are contained in Divisions I through 16 (or higher, if used.)

81. Specified: As written in Specifications.

82. Subcontractor: A person or entity that has a direct contract with Design/Builder to perform a portion of the Work, except that "Subcontractor" shall not include the "Construction General Contractor", or the "Construction Subcontractors".

83. Substantial Completion: The Work (or a specified part thereof) has progressed to the point where, in the opinion of Owner as evidenced by a Certificate of Substantial Completion, the Work is sufficiently complete, in accordance with Contract Documents and in compliance with applicable Codes. The terms "Substantially Complete" and "Substantially Completed" as applied to all or part of the Work refer to Substantial Completion thereof.

84. Technical Specifications: Specification Divisions 2 through 16 (or higher if used), of the Contract Documents.

85. Testing and Special Inspection Agency: An independent entity engaged by Owner to inspect and/or test the workmanship, materials, or manner of construction of buildings or portions of buildings, to determine if such construction complies with the Contract Documents and applicable codes.

86. Title 24: Except where obviously referring to other portions thereof, the California Building Standards Administrative. Code, being Part I of California Code of Regulations Title 24, California Building Standards Code.

87. Underground Facilities: All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and

any encasements containing such facilities that have been installed underground to furnish any of the following services or materials: Electricity, gases, chemicals, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

88. Unit Price Work: Shall be the portions of the Work for which a unit price is provided in Document 00 52 53 (Agreement) or Document 011 153 (Summary of Work - Design Build) or Document 01 11 50 (Summary of Work - Design Services).

89. WBS or WBS/SOV: Work Breakdown Structure/Schedule of Values-see Document 012053 (Measurement and Payment- Design Build).

90. Work: The entire completed construction, or the various separately identifiable parts thereof, required to be furnished under the Contract Documents within the Contract Time. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents including everything shown in the Drawings and set forth in the Specifications. Wherever the word “work” is used, rather than the word “Work,” it shall be understood to have its ordinary and customary meaning.

B. Wherever words “as directed,” “as required,” “as permitted,” or words of like effect are used, it shall be understood that direction, requirements, or permission of Owner is intended. Words “sufficient,” “necessary,” “proper,” and the like shall mean sufficient, necessary, or proper in judgment of Owner. Words “approved,” “acceptable,” “satisfactory,” “favorably reviewed,” or words of like import, shall mean approved by, or acceptable to, or satisfactory to, or favorably reviewed by Owner.

C. Wherever the word “may” or “ought” is used, the action to which it refers is discretionary. Wherever the word “shall” or “will” is used, the action to which it refers is mandatory.

END OF DOCUMENT

DOCUMENT 01 45 00

QUALITY CONTROL

I. SCOPE

A. Design/Builder shall develop a Quality Control ("QC") program to qualify all Work through personal review of the Work, assuring complete and accurate installation of all materials, products and equipment in accordance with the approved Contract Documents. Such reviews shall be the precursor to all inspections performed by the Owner or any Authorities Having Jurisdiction over the Project.

B. Design/Builder's QC program shall be staffed with individuals sufficiently learned in specific trade specialties as to recognize any and all deficiencies in the Work. The QC staff shall assure all Work is in accordance with the approved Contract Documents prior to submitting an Inspection Request to any Authority Having Jurisdiction over the Project. All aspects of the Work, including product verification, appropriate product installation and application, shall be qualified as meeting the requirements of applicable codes and the approved Contract Documents.

C. The QC program objective is to confirm quality work, log any and all deficiencies in Work, coordinate all corrective work, and arrange for all inspections, including but not limited to the AHJ over the Project.

D. As used in this Document 01 45 00, the term "Inspector" shall mean either the Owner's Building Official (or their designee) or an AHJ over the Project, as the case may be.

E. Owner and Design/Builder agree that inspection of the Work is required by, among other laws, Title 24 of the California Code of Regulations and is necessary for the preservation of life and safety and compliance with local, state, and federal laws.

F. Design/Builder acknowledges and agrees that inspection of the Work by Owner Building Officials and other Authorities Having Jurisdiction over the Project is a necessary requirement of any construction project, and that understanding the scope and timing of required inspections is the responsibility of the Design/Builder, and that Design/Builder is solely responsible for ensuring that all of the Work is installed in accordance with the plans and specifications and applicable laws.

II. IMPLEMENTATION

A. Subcontractors and/or venders complete the Work, or portions of the Work, in accordance with the approved Contract Documents. Design/Builder's QC

representative shall review and qualify the Work as meeting all Contract Documents requirements.

B. Should the QC representative determine that the Subcontractor or vendor's materials and/or installation is deficient, Design/Builder shall issue a written notice advising the offender of the infraction, accompanied with detailed instructions for appropriate correction.

C. The Subcontractor and/or vendor shall take appropriate action as per the QC representative's directive, so as to bring the Work deemed deficient to a measure acceptable to the QC representative and as so specified in the approved Contract Documents.

D. Upon the QC representative's determination that the Work, or portions of the Work, is correct and in accordance with the approved Contract Documents, the representative shall issue a request for inspection, as required, by the Owner or by the Authorities Having Jurisdiction over the Project. Inspections performed by Owner Building Officials shall be requested as so specified by the Building Officials.

E. Inspection Requests (IRs) shall be made in a specific format to be discussed prior to commencement of construction. Each request shall specify the date, time, location of the item, test or area to be inspected, Subcontractor or trade, and description of the relative work. All IRs will be identified with a distinct number and shall run chronologically. Said numbers shall identify specific systems or trades and will have the capacity of displaying a sub alphanumeric indicator representing re-inspections or repeat inspections.

F. A minimum of 48 hours' notice is required, after the issuance of an IR for the performance of an inspection by the Owner's Building Officials. Other Authorities Having Jurisdiction over the Project may require longer periods of notice and Design/Builder is responsible for determining such lead times prior to commencing construction.

G. The Inspector will review the Work specified in the IR and accept or reject the Work as being in or not in conformance with the approved Contract Documents.

1. When the Inspector determines that the Work is in conformance with the approved Contract Documents the Inspector will so note that decision in writing.

2. When the Inspector determines that the Work is not in conformance with the approved Contract Documents a specific notation shall be so indicated on the IR. The IR will be returned to the QC representative who in tum will repeat the process as so indicated in this Article II.

3. Repeat inspections or re-inspections shall be indicated on the IR via a sub alphanumeric indicator accompanying the original distinct number.

Subsequent repeat inspections or re-inspections relative to the original IR and its original number shall run chronologically.

4. IRs reporting deficiencies and which are not resolved within a timely manner, shall be detailed on an Outstanding Issues Log (OIL) and distributed by Design/Builder to the Owner and the project team. The OIL shall be reviewed and discussed at each Owner required regular project meeting.

5. Special Inspections and Deputy Inspections, as performed by personnel from the Owner's Materials Testing Laboratory and Geotechnical Engineer/Laboratory, shall be scheduled and coordinated following the same procedures as outlined herein for all other inspections. The QC representative shall provide suitable storage facilities for laboratory test specimens (i.e., concrete test cylinders, borings, masonry prisms, fireproofing samples, etc.), as required to assure their integrity.

END OF DOCUMENT

DOCUMENT 01 60 00

PRODUCT REQUIREMENTS

I. PRODUCTS AND PRODUCT LIST

A. Products: Term includes new material, machinery, components, equipment, fixtures, and systems forming the Work. Term does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.

B. Design/Builder shall not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents. For similar components, Design/Builder shall provide interchangeable components of the same manufacturer.

C. Tabulate products by Specification Section number and title.

D. For products specified only by reference standards, list each such product:

1. Name and address of manufacturer;

2. Trade name;

3. Model or catalog designation;

4. Manufacturer's data, including reference standards and performance test data.

II. PRODUCT OPTIONS AND SUBSTITUTIONS

A. Summary: This Article II describes procedures for selecting products and requesting substitutions of unlisted materials in lieu of materials named in the Specifications. All substitution requests must be made in writing regardless of when requested.

B. Design/Builder's Options:

1. For products specified only by reference standard: Select any product meeting that standard.

2. For products specified by naming one or more products or manufacturers: either select products of any named manufacturer meeting specifications, or, if product becomes unavailable due to no fault of Design/Builder, submit Request for Substitution (RFS), including all information contained in this Document 01 60 00.

C. Substitutions:

1. With respect to “or equal” items Owner will consider Design/Builder’s substitution requests only when product becomes unavailable due to no fault of Design/Builder, or if the product specified no longer complies with local regulations or laws.

2. Catalog numbers and specific brands or trade names followed by the designation “or approved equal” are used in conjunction with material and equipment required by the Specifications to establish the standard of quality, utility, and appearance required. Substitutions which are equal in quality, utility, and appearance to those specified may be accepted subject to the following provisions.

   (a) Failure of Design/Builder to submit proposed substitutions for approval in the manner described above and within the time prescribed shall be sufficient cause for disapproval by Owner of any substitutions otherwise proposed

   (b) Such acceptance shall not relieve Design/Builder from complying with the requirements of the Drawings and Specifications.

   (c) Wherever more than one (1) manufacturer’s product is specified, the first-named product is the basis for the project design and the use of alternative named manufacturer’s products or substitutes may require modifications in the project design and construction. If such alternatives are proposed by Design/Builder and are favorably reviewed by Owner, Design/Builder shall be responsible for all costs of any changes resulting from Design/Builder’s proposed substitutions which affect other parts of the Work or the work of separate Design/Builders, including the cost of testing, permits, etc. thereby made necessary

   (d) Requests for review of proposed substitute items will not be accepted from anyone other than Design/Builder. The RFS shall state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice Design/Builder’s achievement of Substantial Completion on time, and whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for work on the Project).

3. Design/Builder shall submit a separate RFS for each product and support each request with: product identification; manufacturer’s literature; samples, as applicable; name and address of similar projects on which product has been used, and dates of installation; name, address, and telephone number of manufacturer’s representative or sales engineer; for construction methods: Detailed description of proposed method; drawings illustrating methods.

4. Where required, Design/Builder shall itemize a comparison of the proposed substitution with product specified and list significant variations including, but not limited to dimensions, weights, service requirements, and functional differences. If variation from product specified is not pointed out in submittal, variation will be rejected even though submittal was favorably reviewed. Identify all variations of the proposed substitute from that specified in the RFS and indicate available maintenance, repair, and replacement service.

5. Design/Builder shall state whether the substitute will require a change in any of the Contract Documents (or provisions of any other direct contract with Owner for work on the Project) to adapt the design of the proposed substitute, and whether or not incorporation or use of the substitute in connection with Work is subject to payment of any license fee or royalty. Submit data relating to changes in construction schedule.

6. Design/Builder shall include accurate cost data comparing proposed substitution with product and amount of net change in Contract Sum including, but not limited to, an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other Design/Builders affected by the resulting change, all of which will be considered by Owner in evaluating the proposed substitute. Owner may require Design/Builder to furnish additional data about the proposed substitute.

7. Owner will not consider substitutions for acceptance (or, in Owner's sole discretion, Owner may make Design/Builder solely responsible for all resulting costs, expenses and other consequences) when a substitution:

   (a) Results in delay meeting construction Milestones or completion dates.

   (b) Is indicated or implied on submittals without formal request from Design/Builder.

   (c) Is requested directly by Subcontractor or supplier.

   (d) Acceptance will require substantial revision of Contract Documents.

   (e) Disrupts Design/Builder's job rhythm or ability to perform efficiently.

8. Substitute products shall not be ordered without written acceptance of Owner. Owner will determine acceptability of proposed substitutions and reserve right to reject proposals due to insufficient information.

9. Accepted substitutions will be evidenced by a Contract Modification. All Contract Documents requirements apply to Work involving substitutions.

D. Design/Builder's Representation and Warranty: Design/Builder's RFS constitute a representation and warranty that Design/Builder:

1. Has investigated proposed product and determined that it meets or exceeds, in all respects, specified product.

2. Will provide the same warranty for substitution as for specified product.

3. Will coordinate installation and make other changes that may be required for Work to be complete in all respects.

4. Waives claims for additional costs which may subsequently become apparent

5. Will compensate Owner for additional redesign costs associated with substitution.

6. Will be responsible for Construction Schedule slippage due to substitution.

7. Will be responsible for Construction Schedule delay due to late ordering of available specified products caused by requests for substitution that are subsequently rejected by Owner.

8. Will compensate Owner for all costs, including extra costs of performing Work under Contract Documents, extra cost to other Design/Builders, and any claims brought against Owner, caused by late requests for substitutions or late ordering of products.

E. Administrative Requirements: Specified products, materials, or systems for Project may include Architectural or Engineering or on-file standards required by the regulatory agency. Design/Builder's substitution of products, materials or systems may require additional Architectural or Engineering, testing, reviews, approvals, assurances, or other information for compliance with regulatory agency requirements or both. Design/Builder shall provide all agency approvals or other additional information required and pay additional costs for required Owner services made necessary by the substitution at no increase in Contract Sum or Contract Time, and as a part of substitution proposal.

III. PRODUCT DELIVERY REQUIREMENTS

Design/Builder shall deliver products in accordance with manufacturer's instructions and promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.

IV. SHIPPING REQUIREMENTS

A. Preparation for Shipment. All equipment shall be suitably packaged to facilitate handling and to protect against damage during transit and storage. All equipment shall be boxed, crated, or otherwise completely enclosed and protected during shipment, handling, and storage. All equipment shall be protected from exposure to the elements and shall be kept dry at all times. Painted and coated surfaces shall be protected against impact, abrasion, discoloration, and other damage. Painted and coated surfaces which are damaged prior to acceptance of equipment shall be repainted to the satisfaction of Owner. Grease and lubricating oil shall be applied to all bearings and similar items.

B. Shipping. Before shipping each item of equipment shall be tagged or marked as identified in the delivery schedule or on the Shop Drawings. Complete packing lists and bills of material shall be included with each shipment.

C. Design/Builder shall store products only in staging area per provisions of Document 01 11 00 (Summary of Work).

D. Handle, store, and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate-controlled enclosures.

E. For exterior storage of fabricated products, place on appropriate supports, above ground.

F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.

G. Store loose granular materials on solid flat surfaces in a well-drained area.

H. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.

I. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.

J. Without limiting the foregoing:

1. Design/Builder shall bear the responsibility for delivery of equipment, spare parts, special tools, and materials to the Site and shall comply with the requirements specified herein and provide required information concerning the shipment and delivery of the materials specified in Contract Documents. These requirements also apply to any sub-suppliers making direct shipments to the Site. Acceptance of the equipment shall be made only after it is installed, tested, placed in operation and found to comply with all the specified requirements.

2. All items shall be checked against packing lists immediately on delivery to the Site for damage and for shortages. Damage and shortages shall be remedied with the minimum of delay.

3. No metalwork (miscellaneous steel shapes and reinforcing steel) shall be stored directly on the ground. Masonry products shall be handled and stored in a manner to hold breakage, chipping, cracking, and spalling to a minimum. Cement, lime, and similar products shall be stored off the ground on pallets and shall be covered and kept completely dry at all times. Pipe fittings and valves may be stored out of doors but must be placed on wooden blocking. PVC pipe, geomembranes, plastic liner, and other plastic materials shall be stored on the ground on pallets and protected from direct sunlight.

4. Electrical equipment, and all equipment with antifriction or sleeve bearings shall be stored in weathertight structures maintained at a temperature above 60° F. Electrical equipment, controls, and insulation shall be protected against moisture and water damage. All space heaters furnished in equipment shall be connected and operated continuously.

5. Equipment having moving parts such as gears, bearings, and seals, shall be stored fully lubricated with oil, grease, etc., unless otherwise instructed by the manufacturer. Manufacturer's storage instructions shall be carefully followed by Design/Builder.

6. When required by the equipment manufacturer, moving parts shall be rotated a minimum of twice a month to ensure proper lubrication and to avoid metal to metal "welding". Upon installation of the equipment, Design/Builder shall, at the discretion of Owner, start the equipment at one-half load for an adequate period of time to ensure that the equipment does not deteriorate from lack of use.

7. When required by the equipment manufacturer, lubricant shall be changed upon completion of installation and as frequently as required thereafter during the period between installation and acceptance. New lubricants shall be put into the equipment by Design/Builder at the time of acceptance.

8. Equipment and materials shall not show any pitting, rust, decay, or other deleterious effects of storage when installed in the Work.

9. In addition to the protection specified for prolonged storage, the packaging of spare units and spare parts shall be for export packing and shall be suitable for long-term storage in a damp location. Each spare item shall be packed separately and shall be completely identified on the outside of the container.

10. Handling. Stored items shall be laid out to facilitate their retrieval for use in the Work. Care shall be taken when removing the equipment for use to ensure the precise piece of equipment is removed and that it is handled in a manner than does not damage the equipment.

END OF DOCUMENT

DOCUMENT 01 73 29

CUTTING AND PATCHING

I. DESCRIPTION

A. Execute Cutting and Patching as required in Document 00 72 53 (General Conditions- Design Build) and as specified hereinafter.

B. Do all cutting, coring, fitting, and patching as required to complete the work and/or to:

1. Make its several parts fit together properly.

2. Uncover work to provide for installation of ill-timed work.

3. Remove and replace defective Work.

4. Remove and replace work not conforming to requirements of Contract Documents.

5. Remove samples of installed Work as specified for testing.

6. Provide routine penetrations of non-structural surfaces for installation of piping and electrical

7. conduit.

8. Patch and repair fireproofing damaged after installation of other Work.

9. Remove and finish construction at connections to other structures.

10. Remove existing roofing where required by new Work, and patching work shall be identical with

11. the existing roofing system in materials, system and construction.

II. RELATED REQUIREMENTS

Include all requirements as specified in other Specifications Sections of this Project.

III. SUBMITTALS

A. Submit a written request to Owner and copy to Architect ten (10) working days in advance prior to executing any cutting or alteration which affects:

1. Work of the Owner and/or any separate Design/Builder.

2. Structural value or integrity of any element of the Project.

3. Integrity or effectiveness of weather-exposed or moisture-resistant elements or systems.

4. Efficiency, operational life, maintenance, or safety of operational elements.

5. Visual qualities of sight-exposed elements.

B. Request shall include:

1. Identification of the Project.

2. Description of affected work.

3. The necessity for cutting and alteration.

4. Effect on work of Owner or any separate Design/Builder or on structural integrity of Project.

5. Description of Proposed Work:

(a) Scope of cutting, patching, or alteration.

(b) Trades who will execute the work.

(c) Products proposed to be used.

(d) Extent of refinishing to be done.

6. Alternatives to cutting and patching.

7. Cost proposal when available.

8. Written permission of any separate Design/Builder whose work will be affected.

C. Submit written notice to Owner and copy to the Architect designating the date and the time the work will be uncovered.

IV. MATERIALS

Comply with Specifications and standards for each specified product involved. Where Specifications are not included for items requiring patching, provide materials of equal or better quality than existing materials.

V. EXECUTION

A. Inspection

1. Inspect existing conditions of Project, including elements subject to damage or to be removed during cutting and patching.

2. After uncovering work, inspect conditions affecting installation of products or performance of work.

3. Report unsatisfactory or questionable conditions to Owner in writing; do not proceed with work until Owner has provided further instructions or approval.

B. Preparation. Provide adequate temporary support as necessary to assure structural value or integrity of affected portion of work.

C. Performance.

1. Execute cutting and demolition by methods which will prevent damage to other work and will provide proper surfaces to receive installation of repairs.

2. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances, and finishes.

3. Restore work which has been cut or removed; install new products to provide complete work in accordance with requirements of the Contract Documents.

4. Fit work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

5. At penetrations of fire-rated wall, ceiling, or floor construction, completely seal voids with fire-rated material, full thickness of the construction element.

6. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes. For continuous surfaces, refinish to nearest intersection. For an assembly, refinish entire unit.

END OF DOCUMENT

DOCUMENT 01 74 00

CLEANING

I. PROGRESS CLEANING

A. Design/Builder shall perform periodic cleaning to ensure that any streets and other Owner and public properties are maintained free from accumulation of waste materials, dust, mud, and debris.

B. Where required, Design/Builder shall wet down surfaces to lay dust and .prevent the blowing of dust to nearby residences or public properties .

C. Design/Builder shall keep all paved roads clean and free of dust, mud, and debris resulting from Design/Builder's operations. Daily cleanup throughout the job will be necessary as Design/Builder progresses with its Work, but extra attention to cleanup shall be made prior to weekends and holidays. Without limiting the foregoing, Design/Builder shall remove trench spoil along traveled ways daily; grade and vacuum broom surfaces initially where applicable and later water flush with high-pressure sprays, being careful to avoid downstream contamination.

D. All dust, mud, spoils, and construction debris shall be removed daily from all roadways, ditches, shoulders, and private property (fills or spoils placed on private property at private property Owner's written request excepted).

E. Disposal of Materials:

1. As part of the scope of Work included within the Contract Sum, Design/Builder shall be fully responsible for disposing of all construction debris, dirt and spoils resulting from the Work.

2. All waste materials, debris, dirt and rubbish shall be disposed of at sites to be chosen by Design/Builder in accordance with applicable local, state, and federal regulations.

3. Design/Builder is cautioned that Owner and the Owner have regulations governing the disposal of rubble, broken pavement, and similar materials.

4. Design/Builder shall become familiarized with the requirements of the agency having jurisdiction over any contemplated disposal site and shall comply with all such requirements.

5. Design/Builder will estimate and report to Owner, an estimate of quantities (e.g. tonnage) of waste materials disposed of for compliance with AB75. Reporting requirements include the nature of materials, destination, volume and tonnage.

F. All excess soil from performance of Work shall be disposed at sites to be chosen by Design/Builder in accordance with applicable local, state, and federal regulations. If Design/Builder elects to dispose of soil on any private property, prior to any dumping, a letter allowing such dumping shall be obtained from the property Owner and presented to Owner. Design/Builder is advised that the property Owner is required to obtain a fill permit from the applicable government agency(ies). In addition, placement of fill in wetland areas is subject to permit procedures of the US Army Corps of Engineers. At the completion of Work, a letter from each affected property Owner will be required releasing Design/Builder, Owner and any Owner consultant from future liability.

G. If Design/Builder does not properly clean the Site, in the opinion of Owner, then Owner shall have the option of using outside equipment to perform the cleanup and such cost will be withheld from the Contract Sum.

II. FINAL CLEANING

A. Design/Builder shall execute final cleaning prior to final inspection of each Subproject, using only properly skilled workers.

B. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from exposed interior and exterior finished surfaces.

C. Repair, patch, and touch up marred surfaces to match adjacent finishes.

D. Clean interior and exterior surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.

E. Clean equipment and fixtures to a sanitary condition, clean or replace filters of mechanical equipment operated during construction, clean ducts, blowers and coils of units operated without filters during construction.

F. Clean Site; mechanically sweep paved areas.

G. Remove waste and surplus materials, rubbish, and construction facilities from Site.

END OF DOCUMENT

DOCUMENT 01 77 00

CONTRACT CLOSEOUT

I. REMOVAL OF TEMPORARY CONSTRUCTION FACILITIES

A. Remove temporary materials, equipment, services, and construction prior to Substantial Completion inspection.

B. Clean and repair damage caused by installation or use of temporary facilities.

C. Restore permanent facilities used during construction to specified condition.

II. SUBSTANTIAL COMPLETION

A. When Design/Builder considers Work or designated portion of the Work as Substantially Complete, submit written notice to Owner Representative, with list of items remaining to be completed or corrected.

B. Within reasonable time, Owner Representative will inspect to determine status of completion.

C. Should Owner determine that Work is not Substantially Complete, Owner will promptly notify Design/Builder in writing, listing all defects and omissions.

D. Remedy deficiencies and send a second written notice of Substantial Completion. Owner will re-inspect the Work. If deficiencies previously noted are not corrected on re-inspection, then Design/Builder shall pay Owner cost of the re-inspection.

E. When Owner concurs that Work is Substantially Complete, Owner will issue a Certificate of Substantial Completion, accompanied by Design/Builder's list of items to be completed or corrected as verified by Owner.

F. Manufactured units, equipment and systems that require startup must have been started up and run for periods prescribed by Owner before a Certificate of Substantial Completion will be issued.

G. A punch list examination will be performed upon Substantial Completion. One follow-up review of punch list items for each discipline will be provided. If further Site visits are required to review punch list items due to incompleteness of the Work by Design/Builder, Design/Builder will reimburse Owner for costs associated with these visits.

III. FINAL COMPLETION

A. Final Completion occurs when Work meets requirements for Owner Final Acceptance. When Design/Builder considers Work is Finally Complete, submit written certification that:

1. Design/Builder has inspected Work for compliance with Contract Documents, and all requirements for Final Acceptance have been met.

2. Except for Design/Builder maintenance after Final Acceptance, Work has been completed in accordance with Contract Documents and deficiencies listed with Certificate of Substantial Completion have been corrected. Equipment and systems have been tested in the presence of Owner, and are operative.

3. Work is complete and ready for final inspection.

4. Work has been completed in accordance with Contract Documents.

5. Equipment and systems have been tested in presence of Owner's Representative and are operational.

B. In addition to submittals required by Contract Documents, provide submittals required by governing authorities and submit final statement of accounting giving total adjusted Contract Sum, previous payments, and sum remaining due.

C. Within seven (7) days from receipt of the "Design/Builder's Notice of Completion," Owner shall make an inspection of the Work and note any deficiencies.

D. When Owner finds Work is acceptable and final closeout submittals are complete, Owner will issue final Contract Modification reflecting approved adjustments to Contract Sum not previously made by Contract Modification. Should Owner determine that Work is incomplete or defective:

1. Owner promptly will so notify Design/Builder, in writing, listing the incomplete or Defective items.

2. Promptly remedy the deficiencies and notify Owner when it is ready for re-inspection.

3. When Owner determines that the Work is acceptable under the Contract Documents, Owner will request Design/Builder to make closeout submittals.

E. Final adjustments of accounts: Owner shall prepare a final Contract Modification for submittal to Design/Builder, showing adjustments to the Contract Sum that were not previously made into a Contract Modification.

IV. FINAL CLEANING

Design/Builder shall comply with all applicable requirements in Document 017400 (Cleaning).

V. MATERIAL, EQUIPMENT AND FINISH DATA

Submit two sets of data for primary materials, equipment, and finishes as required under each Specification Section prior to final inspection, bound in 8-1/2 inch by 11 inch three-ring binders with durable plastic covers to Owner for Owner records.

VI. PROJECT GUARANTEE

A. Requirements for Design/Builder's guarantee of completed Work are included in Article IX of Document 00 72 53 (General Conditions- Design Build). Guarantee Work done under Contract against failures, leaks, or breaks or other unsatisfactory conditions due to Defective equipment, materials, or workmanship, and perform repair work or replacement required, at Design/Builder's sole expense, for period of one year from date of Substantial Completion.

B. Neither recordation of Substantial Completion nor final certificate for payment nor provisions of the Contract nor partial or entire use or occupancy of premises by Owner shall constitute acceptance of Work not done in accordance with Contract Documents nor relieve Design/Builder of liability in respect to express warranties or responsibility for faulty materials or workmanship.

C. Owner may make repairs to Defective Work as set forth in Document 00 72 53 (General Conditions Design/Build).

D. If, after installation, operation, or use of materials or equipment to be provided under Contract proves to be unsatisfactory to Owner, Owner shall have right to operate and use materials or equipment until said materials and equipment can, without damage to Owner, be taken out of service for correction or replacement. Period of use of Defective materials or equipment pending correction or replacement shall in no way decrease guarantee period required for acceptable corrected or replaced items of materials or equipment.

E. Nothing in this Document 01 77 00 shall be construed to limit, relieve, or release Design/Builder's, the Construction General Contractor's, any Construction Subcontractors', or any Subcontractors', and equipment suppliers' liability to Owner for damages sustained as result of latent defects in equipment caused by negligence of suppliers' agents, employees, or Subcontractors. Stated in another manner, warranty contained in the Contract Documents shall not amount to, nor shall it be deemed to be, waiver by Owner of any rights or remedies (or time limits in which to enforce such rights or remedies). it may have for Defective workmanship or Defective materials under laws of this State pertaining to acts of negligence.

VII. WARRANTIES

A. Execute Design/Builder's Submittals and assemble warranty documents, and Installation, Operations and Maintenance manuals described in Document 01 33 00 (Submittal Procedures), executed or supplied by Subcontractors, suppliers, and manufacturers.

1. Provide table of contents and assemble in 8-1/2 inch by 11 inch three-ring binder with durable plastic cover, appropriately separated and organized.

2. Include contact names and phone numbers for Owner personnel to call during warranty period.

3. Assemble in Specification Section order.

B. Submit material prior to final Application for Payment.

1. For equipment put into use with Owner permission during construction, submit within fourteen (14) Days after first operation.

2. For items of Work delayed materially beyond date of Substantial Completion, provide updated Submittal within fourteen (14) Days after acceptance, listing date of acceptance as start of warranty period.

C. Warranties are intended to protect Owner against failure of Work and against deficient, defective and faulty materials and workmanship, regardless of sources.

D. Limitations: Warranties are not intended to cover failures that result from the following:

1. Unusual or abnormal phenomena of the elements.

2. Vandalism after Substantial Completion.

3. Insurrection or acts of aggression including war.

E. Related Damages and Losses: Remove and replace Work which is damaged as result of Defective Work, or which must be removed and replaced to provide access for correction of warranted Work.

F. Replacement Cost: Replace or restore failing warranted items without regard to anticipated useful service lives.

G. Warranty Forms: Submit drafts to Owner for approval prior to execution. Forms shall not detract from or confuse requirements or interpretations of Contract Documents.

1. Warranty shall be countersigned by manufacturers.

2. Where specified, warranty shall be countersigned by Subcontractors and installers.

H. Rejection of Warranties: Owner reserves right to reject unsolicited and coincidental product warranties that detract from or confuse requirements or interpretations of Contract Documents.

I. Term of Warranties: For materials, equipment, systems, and workmanship, warranty period shall be one year minimum from date of Substantial Completion of entire Work except where:

1. Detailed Specifications for certain materials, equipment or systems require longer warranty periods.

2. Materials, equipment or systems are put into beneficial use of Owner prior to Substantial Completion as agreed to in writing by Owner.

J. Warranty of Title: No material, supplies, or equipment for Work under Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by seller or supplier. Design/Builder warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver premises, together with improvements and appurtenances constructed or placed thereon by Design/Builder, to Owner free from any claim, liens, security interest, or charges, and further agrees that neither Design/Builder nor any person, firm, or corporation furnishing any materials or labor for any Work covered by Contract shall have right to lien upon premises or improvement or appurtenances thereon. Nothing contained in this paragraph, however, shall defeat or impair right of persons furnishing materials or labor under bond given by Design/Builder for their protection or any rights under law permitting persons to look to funds due Design/Builder in hands of the Owner

VIII. TURN-IN

A. Upon acceptance of the Work by Owner, and prior to final payment and before Owner issues a Final Certificate for Payment issued in accordance with the General Conditions, the following shall be submitted as directed by Project Manager:

1. Keys;

2. Guarantee and equipment warranties as required by the Contract Documents (organized in three ring binders);

3. Operating and Maintenance Manuals;

4. As Built Drawings.

B. Contract Documents will not be closed out and final payment will not be made until all personnel Identification Media, vehicle permits, keys issued to Design/Builder during prosecution of Work, and letters from property owners pursuant to Document 01 74 00 (Cleaning), are turned into Owner.

IX. INSPECTION COORDINATION

Coordinate and assist Owner with fire inspection by local fire marshal and any other applicable jurisdiction, and secure sufficient notice to Owner to permit convenient scheduling. Coordinate and assist Owner with final inspection for the purpose of obtaining an occupancy certificate.

END OF DOCUMENT

DOCUMENT 01 78 00

PROJECT RECORD DOCUMENTS

I. PROJECT RECORD DRAWINGS

A. Mark-up Procedure: During the construction period, maintain a set of blueline or blackline prints of Contract Drawings, Coordination Drawings and Shop Drawings for Project Record Document purposes. Do not permanently conceal any Work until required information has been recorded.

B. Mark these Drawings to indicate the actual installation where the installation varies from the installation shown originally. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:

1. Dimensional changes to the Drawings
2. Revisions to details shown on the Drawings
3. Depths of various elements of foundation in relation to main floor level or survey datum.
4. Horizontal and vertical location of underground duct banks, utilities and appurtenances referenced to permanent surface improvements.
5. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
6. Establish locations of underground work, points of connection with existing utilities, changes in direction, valves, manholes, catch basins, capped stubouts, invert elevations, and similar items.
7. Provide actual numbering of each electrical circuit.
8. Field changes of dimension and detail.
9. Revisions to routing of piping and conduits
10. Revisions to electrical circuitry
11. Actual equipment locations
12. Duct size and routing
13. Changes made by Contract Modification
14. Details not on original Contract Drawings

C. Mark completely and accurately Project Record Drawing prints of Contract Drawings or Shop Drawings, whichever is the most capable of showing actual physical conditions. Where Shop Drawings are marked, show cross-reference on Contract Drawings location.

D. Mark Project Record Drawing sets with red erasable colored pencil; use other colors to distinguish between changes for different categories of the Work at the same location.

E. Mark important additional information that was either shown schematically or omitted from original Drawings.

F. Note Construction Change Directive numbers; alternate numbers; Contract Modification numbers and similar identification.

G. Responsibility for Mark-up: Where feasible, the individual or entity who obtained Project Record Drawing data, whether the individual or entity is the installer, subcontractor, or similar entity, is required to prepare the mark-up on Project Record Drawings. Accurately record information in an understandable and legible drawing technique. Record data as soon as possible after it has been obtained. In the case of concealed installations, record and check the mark-up prior to concealment.

H. Preparation of final Record Drawings: Immediately prior to inspection for Certification of Substantial Completion, review completed marked-up Project Record Drawings with Owner. When authorized, prepare a full set of corrected AutoCAD files and prints of Contract Drawings and Shop Drawings.

1. Incorporate changes and additional information previously marked on print sets. Delete, cloud, redraw, and add details and notations where applicable. Identify and date each Drawing; include the printed designation ‘PROJECT RECORD DRAWINGS’ in a prominent location on each Drawing. Submit AutoCAD files and two sets of prints for review.

2. Refer instances of uncertainty to Owner for resolution.

3. Distribution: Whether or not changes and additional information were recorded, organize and bind original marked-up set of prints that were maintained during the construction period into manageable sets. Bind the set with durable paper cover sheets, with appropriate identification, including titles, dates and other information on cover sheets. Submit the marked-up Project Record Drawings set to Owner.

I. Shop Drawings and Samples: Maintain as record documents; legibly annotate Shop Drawings and Samples to record changes made after review.

II. PROJECT RECORD SPECIFICATIONS

A. During the construction period, Design/Builder shall maintain one copy of the Project Specifications, including addenda and modifications issued, for Project Record Document purposes.

B. Mark the Project Record Specifications to indicate the actual installation where the installation varies substantially from that indicated in Specifications and Modifications issued. Note related Project Record Drawing information, where applicable. Give particular attention to substitutions, selection of product options, change order work, and information on concealed installation that would be difficult to identify or measure and record Inter.

1. In each Specification Section where products, materials or units of equipment are specified or scheduled, mark the copy with. the proprietary name and model number of the product furnished.

2. Record the name of the manufacturer, catalog number, supplier and installer, and other information necessary to provide a record of selections made and to document coordination with Project Record Product Data submittals and maintenance manuals.

3. Note related Project Record Product Data, where applicable, for each principal product specified, indicate whether Project Record Product Data has been submitted in maintenance manual instead of submitted as Project Record Product Data.

C. Upon completion of mark-up, submit Project Record Specifications to Owner for Owner records.

III. PROJECT RECORD PRODUCT DATA

A. During the construction period, Design/Builder shall maintain one (1) copy of each Project Record Product Data submittal for Project Record Document purposes.

1. Mark Project Record Product Data to indicate the actual product installation where the installation varies from that indicated in Project Record Product Data submitted. Include significant changes in the product delivered to the site, and changes. in manufacturer’s instructions and recommendations for installation.

2. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.

3. Note related Contract Modifications and mark-up of Project Record Drawings, where applicable.

4. Upon completion of mark-up, submit a complete set of Project Record Product Data to Owner for Owner records.

5. Where Project Record Product Data is required as part of maintenance manuals, submit marked-up Project Record Product Data as an insert in the manual, instead of submittal as Project Record Product Data.

6. The prime Design/Builder is responsible for mark-up and submittal of record Project Record Product Data for its own Work.

B. Material, Equipment and Finish Data

1. Provide data for primary materials, equipment and finishes as required under each specification section.

2. Submit two (2) sets prior to final inspection, bold in 8-1/2 inch by 11 inch three-ring binders with durable plastic covers; provide typewritten table of contents for each volume.

3. Arrange by Specification division and give names, addresses, and telephone numbers of subcontractors and suppliers. List:

(a) Trade names.

(b) Model or type numbers.

(c) Assembly diagrams.

(d) Operating instructions.

(e) Cleaning instructions.

(f) Maintenance instructions.

(g) Recommended spare parts.

(h) Product data.

IV. MISCELLANEOUS PROJECT RECORD SUBMITTALS

Refer to other Specification Sections for miscellaneous record keeping requirements and submittals in connection with various construction activities. Immediately prior to Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for use and reference. Submit to Owner for Owner records. Categories of requirements resulting in miscellaneous records include, but are not limited to the following:

1. Field records on excavations and foundation

2. Field records on underground construction and similar work

3. Survey showing locations and elevations of underground lines

4. Invert elevations of drainage piping
5. Surveys establishing building lines and levels
6. Authorized measurements utilizing unit prices or allowances
7. Records of plant treatment
8. Ambient and substrate condition tests
9. Certifications received in lieu of labels on bulk products
10. Batch mixing and bulk delivery records
11. Testing and qualification of tradespersons
12. Documented qualification of installation firms
13. Load and performance testing
14. n. Inspections and certifications by governing authorities
15. Leakage and water-penetration tests
16. Fire resistance and flame spread test results
17. Final inspection and correction procedures

V. RECORDING

Post changes and modifications to the Project Record Documents as they occur. Do not wait until the end of the Project. Owner may periodically review Project Record Documents to assure compliance with this requirement and withhold five percent of any monthly progress payment until Project Record Documents are current. At completion of Subproject or Project, deliver remaining record documents to Owner. Accompany submittal with transmittal Letter containing:

1. Dates
2. Subproject and Project title and number
3. Design/Builder's name and address
4. Number and title of each record document
5. Certification that each document as submitted is complete and accurate, and signature of
6. Design/Builder, or Design/Builder's authorized representative.

END OF DOCUMENT