Request for Statements of Qualifications
Mechanical / Electrical / Plumbing
Security Electronic / Detention Equipment
Contractors for San Mateo County
Replacement Correctional Facility

San Mateo County Sheriff's Office
Issued: December 17, 2012
RFSOQ Due: January 24, 2013 at 2:00 pm

Lieutenant Deborah Bazan, Project Executive,
San Mateo County Sheriff's Office
Jail Planning Unit
400 County Center, 3rd floor
Redwood City, CA 94063
Telephone: (650) 508-6728
Email: **dbazan@smcgov.org**

PART 1 – INTRODUCTION

1.01 The County of San Mateo ("County") invites submittals of "Statements of Qualifications" from highly qualified **trade** contracting firms ("Prospective Bidders") interested in contracting with the County to provide **mechanical, electrical, plumbing, and security electronics, detention equipment** contracting services (refer to section 2.01) with a lump sum price for the County's Replacement Correctional Facility ("Project").

1.02 This Request for Statements of Qualifications ("RFSOQ") is **for the construction of San Mateo County Replacement Correctional Facility**.

1.03 This RFSOQ of the selected Prospective Bidder will be included in the contract for the project following award.

PART 2–SUBMISSION OF STATEMENT OF PREQUALIFICATION'S

2.01 Prospective Bidders are requested to submit an original, signed RFSOQ, together with ten (10) copies, and one (1) electronic copy, **no later than 2:00 PM on January 24, 2013 to:**

Lieutenant Deborah Bazan, Project Executive
San Mateo County Sheriff's Office
Jail Planning Unit
400 County Center, 3rd floor
Redwood City, CA 94063
Telephone: (650) 508-6728
Email: dbazan@smcgov.org

BID PACKAGE	RFSOQ DUE DATE	BID DUE DATE
BP 8.02 DESIGN BUILD SECURITY DOORS, SECURITY HARDWARE, DETENTION EQUIP. & SECURITY GLAZING	January 24, 2013	March 7, 2013
BP 21.01 DESIGN BUILD FIRE SPRINKLERS	January 24, 2013	March 7, 2013
BP 22.01 DESIGN BUILD PLUMBING	January 24, 2013	March 7, 2013
BP 23.01 DESIGN BUILD HVAC	January 24, 2013	March 7, 2013
BP 23.02 TEST & BALANCE	January 24, 2013	March 7, 2013
BP 23.03 DESIGN BUILD CONTROLS	January 24, 2013	March 7, 2013
BP 26.01 DESIGN BUILD ELECTRICAL	January 24, 2013	March 7, 2013
BP 27.01 DESIGN BUILD COMMUNICATIONS	January 24, 2013	March 7, 2013
BP 28.01 DESIGN BUILD FIRE ALARM	January 24, 2013	March 7, 2013

All RFSOQ submissions must be to the Jail Planning Unit as listed above. If a mail service or carrier is utilized it is the responsibility of the responder to ensure their response is

delivered to correct location and not the mailroom or any other office within a County building.

2.02 The RFSOQ should have complete information regarding the experience and qualifications of Prospective Bidder.

2.03 The signed, original RFSOQ' should include a statement signed by an owner, officer, or authorized agent of the Prospective Bidder, acknowledging and accepting the terms and conditions of this RFSOQ.

2.04 ANTICIPATED SCHEDULE OF EVENTS FOR RFSOQ PROCESS

Sheriff Issues RFSOQ	**December 17, 2012**
Questions via email due: **by 2:00 pm**	**January 10, 2013**
Responses to Questions Posted on Sheriff's Webpage	**January 17, 2013**
Statement of Qualifications submittals due: **2:00 pm**	**January 24, 2013**
Review Statement of Qualifications submittals	**January 24 – 31, 2013**
Selection committee produces short listed Respondents	**January 31, 2013**
Notice of pre-qualified Respondents posted	**January 31, 2013**
Request for Proposals shall be sent to pre-qualified Respondents	**February 1, 2013**
Questions regarding RFP due: **2:00 PM**	**February 14, 2013**
Responses and Addendum posted	**February 21, 2013**
Bid Proposals due: **2:00** pm	**March 7, 2013**
Bid Review	**March 7 - 21, 2013**
Finalist Notification	**March 21, 2013**
Board of Supervisors approves contract	**April 9, 2013**

County reserves the right to modify this schedule at any time at its sole discretion.

PART 3 – SHERIFF'S OFFICE BACKGROUND

3.01 The San Mateo County Sheriff's Office is managed by a Sheriff who is directly elected for a four-year term. In addition to overseeing all adult correctional facilities in San Mateo County, the Sheriff is responsible for patrol services in both unincorporated areas of the county and contract cities, investigations, custody, security in the courts, and various administrative functions.

3.02 The incumbent Sheriff is Greg Munks. Overseeing this RFSOQ is the Jail Planning Lieutenant Deborah Bazan, Project Executive.

3.03 Project demolition and project preparations have commenced and will be complete December 31, 2012.

PART 4 – STATEMENT OF QUALIFICATIONS

4.01 San Mateo County Sheriff Greg Munks is seeking responses from qualified contracting firms who have demonstrated the ability to provide services for scope of work noted in bid packages listed in section 5.01.

4.02 Prospective Bidders should address every item listed in this RFSOQ, even if the item was addressed previously in the RFSOQ. Brevity and clarity are of utmost importance. RFSOQ's that are comprised of standard marketing materials that do not specifically address the items below will not be evaluated; however, Prospective Bidders may include seven (7) bound copies of their marketing materials, as long as they are not permanently attached to the RFSOQ. RFSOQ's that do not comply with all applicable requirements will not be considered.

PART 5 – BASIC SCOPE AND CHARACTER OF PROJECT AND SERVICES REQUIRED

5.01 SCOPE OF PROJECT: Construction of a New San Mateo County Replacement Correctional Facility located in Redwood City on the corner of Blomquist and Maple Street on an existing 5.09 acre site. The project consists of 93,250 square feet (sf) of Administration & Support Space, 20,000 sf of Transitional Housing and 139,132 sf of Detention Center. The estimated value of the overall project is $125M and is estimated to start construction Spring 2013 and open for services Spring 2015. Project to achieve a minimum of LEED Silver certification.

BID PACKAGE	DESCRIPTION OF WORK	ESTIMATED VALUE RANGE
BP 8.02 DESIGN BUILD SECURITY DOORS, SECURITY HARDWARE, DETENTION EQUIP. & SECURITY GLAZING	Provide design build services for security electronics, security hardware, detention equipment and security glazing.	$8M
BP 21.01 DESIGN BUILD FIRE SPRINKLERS	Provide design build services for fire sprinkler systems.	$1.5M
BP 22.01 DESIGN BUILD PLUMBING	Provide design build services for domestic, water, sanitary waste, and storm waste systems.	$10M
BP 23.01 DESIGN BUILD HVAC	Provide design build services for HVAC and hydronics systems.	$18M
BP 23.02 TEST & BALANCE	Provide testing and balance of air and water systems.	$435K
BP 23.03 DESIGN BUILD CONTROLS	Provide design build services for Jail Building Management System Controls.	$760K
BP 26.01 DESIGN BUILD ELECTRICAL	Provide design build services for electrical systems.	$10.5M
BP 27.01 DESIGN BUILD COMMUNICATIONS	Provide design build services for communication.	$1M
BP 28.01 DESIGN BUILD FIRE ALARM	Provide design build services for fire alarm system.	$1M

County reserves the right to modify the bid packages at any time at its sole discretion.

5.02 This project has a Project Labor Agreement (PLA), which has been attached to this RFSOQ, with a Letter of Assent that must be signed by all respondents.

PART 6 – FORMAT FOR THE STATEMENT OF QUALIFICATIONS

6.01 The RFSOQ should be bound and printed vertically ("portrait" orientation) on standard 8-½" by 11" paper. The RFSOQ's should not exceed 25 pages, double sided (excluding forms, resumes, and list of projects), but will preferably be much shorter. Type size should be no smaller than 10 point, but preferably larger. An electronic version shall also be provided in PDF format on a CD disk. Bidders may submit financial or confidential information as defined in part 9, item 9.06 of this RFSOQ in a separate sealed envelope marked confidential.

6.02 The top of page one of the RFSOQ should state the Prospective Bidder's name, address, phone number, fax number, e-mail address, and contact name. No cover letter is necessary.

PART 7 – ADMINISTRATIVE REQUIREMENTS AND POLICIES

7.01 Prospective Bidders will be required to comply with all nondiscrimination employment regulations, including:

A. No person shall, on the grounds of race, color, creed, national origin, religious affiliation or non-affiliation, sex, sexual orientation, marital status, age (over 40), disability, medical condition (including but not limited to AIDS, HIV positive diagnosis or cancer), political affiliation or union membership be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this Agreement.

B. Prospective Bidders shall ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under any contract that may result from this submittal. Prospective Bidders' personnel policies shall be made available to County upon request.

C. Prospective Bidders shall assure compliance with section 504 of the Rehabilitation Act of 1973 by submitting a signed letter of compliance. Prospective Bidders shall be prepared to submit a self-evaluation and compliance plan to County upon request within one (1) year of the execution of any agreement that may result from this submittal.

D. Prospective Bidders must comply with the County Ordinance Code with respect to the provision on employee benefits. As set forth in the ordinance, such Prospective Bidders are prohibited from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

7.02 The County reserves the right to accept or reject any or all RFSOQ's submitted, or to request clarification or additional information or an alternative presentation of data from any Prospective Bidder, at the County's sole discretion. Further, while every effort has been made to ensure the information presented in the RFSOQ is accurate and thorough, the County accepts no responsibility or liability for any unintentional errors or omissions in this document. Should a Prospective Bidder realize during the review process that there has been a substantive error or omission in its submittal, which does not alter basic services and has not already resulted in disqualification from participating in the RFSOQ process for other reasons, said Prospective Bidder is invited to submit to the Project Executive a written request and explanation of Prospective Bidder's desire to correct its

submittal. It shall be at the sole discretion of the County's selection committee to decide whether to grant Prospective Bidder's request to correct its RFSOQ submittal.

7.04 All submittals become the property of the County and as such become public documents available to be reviewed by the public upon request. The Government Code Sections 6250 et. seq., the Public Records Act, define public record as any writing containing information relating to the conduct of public business. This applies to submittals pursuant to this RFSOQ. The Public Records Act provides that public records shall be disclosed upon written request, and that any citizen has the right to inspect any public record, unless the document is exempted from the disclosure requirements. The County cannot represent or guarantee that any information submitted in response to the RFSOQ will be confidential.

If the County receives a request for any document submitted in response to this RFSOQ, it will not assert any privileges that may exist on behalf of the person or business submitting the RFSOQ. Rather, the County will notify the party whose RFSOQ is being sought. In the event that a party who has submitted a RFSOQ wishes to prevent disclosure, it is the sole responsibility of that party to assert any applicable privileges or reasons why the document should not be produced, and to obtain a court order prohibiting disclosure.

7.05 Successful and unsuccessful Prospective Bidders will receive a written notification of whether their submittal was elevated to the next phase of finalist evaluation. The written notification will be sent to the name and address of the authorized officer of the firm provided in the RFSOQ submittal. The timing of written notification to Prospective Bidder is entirely at the County's sole discretion.

PART 8 – REVIEW PROCESS

8.01 Review of RFSOQ's

A. The County will evaluate the information based on materials submitted in response to this RFSOQ.

B. Prospective Bidders should prepare their response according to the RFSOQ format, i.e., by section and paragraph of this RFSOQ. The County reserves the right to reject any RFSOQ not submitted within the required timeframe; reject any incomplete RFSOQ submitted; contact client references; require further information; and/or require interviews with any Prospective Bidder. All costs related to the preparation, submittal, and/or presentation of an RFSOQ are the responsibility of the Prospective Bidder and will not be assumed in full or in part by the County.

C. Following a review of the submitted RFSOQ's, the Sheriff will inform each Prospective Bidder in writing as to whether it is qualified to submit a bid.

8.02 Appeal of Disqualification

Prospective Bidder may dispute its disqualification as follows: The Prospective Bidder may, within two business days of receipt of the County's letter of disqualification, rebut in writing any evidence used as a basis for disqualification and present written evidence as to why the Prospective Bidder should be found qualified. The Sheriff, or his designee, will review the Prospective Bidder's letter and make a final determination within fourteen calendar days of receipt. The Sheriff's decision shall be made at least one day prior to the closing time for receipt of bids and shall be final. Written appeals

should be addressed directly to Sheriff Greg Munks at 400 County Center, Redwood City, CA 94063. Appeals received after the deadline will not be accepted.

PART 9 – GENERAL CONDITIONS

9.01 The RFSOQ should be clear and concise to enable the County to make a thorough evaluation and arrive at a sound determination as to whether the RFSOQ meets the County's requirements. To this end, each RFSOQ should be specific, detailed, and complete as to clearly and fully demonstrate that the Prospective Bidder has a thorough understanding of and has demonstrated knowledge of the requirements to perform the work (or applicable portion thereof). The RFSOQ must be verified under oath by the Prospective Bidder and each of its members.

9.02 Any explanation or question from a Prospective Bidder regarding the meaning or interpretation of this RFSOQ must be requested in writing, using the form provided, by email only to Lieutenant Deborah Bazan, Project Executive (dbazan@smcgov.org) by **2:00 PM, January 10, 2013**. Responses to submitted questions will be posted on the Sheriff's Office Jail Planning webpage by **January 17, 2013**. Do not contact staff or consultants with questions or clarifications. **It is the responsibility of the responder to check the Jail Planning web site for questions and answers as well as any Addendums that have been made:**

http://www.smcsheriff.com/jail-planning/announcements

9.03 The submission of a RFSOQ does not commit County to award a contract for the Project, to pay costs incurred in the preparation of a RFSOQ or to procure or contract for any services. Costs for preparing the RFSOQ will be paid entirely by the Prospective Bidders.

9.04 County reserves the right to interpret or change any provision of this RFSOQ at any time prior to the RFSOQ submission date. Such interpretations or changes shall be in the form of addenda to this RFSOQ and posted on the Sheriff's Office webpage. County, in its sole discretion, may determine that a time extension is required for submission of RFSOQ's, in which case such addenda shall indicate a new RFSOQ submission deadline. County reserves the right to waive inconsequential deviations from stated requirements.

9.05 County retains the right to reject any and all RFSOQ's, to contract work with whomever and in whatever manner County decides, or to abandon the work entirely. County shall make final decisions regarding a Prospective Bidder's qualifications as of Bid day. All decisions concerning Prospective Bidder selection shall be made in County's best interests.

9.06 County has made a determination in accordance with Section 6255 of the Government Code that all RFSOQ's submitted in response to this RFSOQ shall not be made public by County until after County issues a notice of intent to enter into a Contract with the successful Prospective Bidder. In addition, County has made a determination in accordance with Section 6255 of the Government Code that all Prospective Bidder proprietary financial information submitted in response to this RFSOQ and specifically identified by the Prospective Bidder as "confidential" will not be made public by County and will be returned to each Prospective Bidder, unless otherwise required by law. In the event a Prospective Bidder wishes to claim other portions of its RFSOQ exempt from disclosure under the Public Records Act, Prospective Bidder should clearly identify those portions with the word "confidential" printed on the lower right-hand corner of the page,

along with a written justification as to why such information should be exempt from disclosure. Blanket designations of "confidential" shall not be effective. However, County will make a decision based upon applicable law.

A. County will notify the applicable Prospective Bidders of any requests for disclosure under the Public Records Act. Prospective Bidders agree to defend and indemnify County from any claims and/or litigation arising from such requests.

B. Proprietary or confidential data should be readily separable from the RFSOQ in order to facilitate eventual public inspection of the non-confidential portion of the RFSOQ. Confidential data is normally restricted to confidential financial information. The price of products offered or the cost of services shall not be designated as proprietary or confidential information.

PART 10 – PROJECT EXECUTIVE

10.01 All written inquiries and requests for additional information pertaining to this RFSOQ, any Addendum, or any matter relating to the subcontractor selection process, must, unless otherwise identified in an Addendum, be directed to the following designated Project Executive:

Lieutenant Deborah Bazan, Project Executive
San Mateo County Sheriff's Office
Jail Planning Unit
400 County Center 3rd floor
Redwood City, CA 94063
Telephone: (650) 508-6728
Email: dbazan@smcgov.org

PART 11 – CONTENT OF STATEMENTS OF QUALIFICATIONS

The RFSOQ's should include complete responses to the Prequalification Questionnaire set forth in Part 11, Part 12, and Part 13, and include the following information regarding the Prospective Bidder:

CONTACT INFORMATION

Firm Name: _____ Check One: ☐ Corporation
(as it appears on license) ☐ Partnership
☐ Sole Prop.

Contact Person: _____

Address: _____

Phone: _____ Fax: _____

If firm is a sole proprietor or partnership:

Owner(s) of Company _____

Contractor's License Number(s):

_____

_____

_____

Email address: _____

(If the above information is not fully provided the Bidder/Proposer is immediately disqualified)

PART 12 - INFORMATION ABOUT THE PROSPECTIVE BIDDER

ORGANIZATION, HISTORY, ORGANIZATIONAL PERFORMANCE, COMPLIANCE WITH CIVIL AND CRIMINAL LAWS

A. Current Organization and Structure of the Business

For Firms That Are Corporations:

1a. Date incorporated: _____

1b. Under the laws of what state: _____

1c. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten per cent of the corporation's stock.

Name	Position	Years with Co.	% Ownership

1d. Identify every construction firm that any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, "owner" and "partner" refer to ownership of ten per cent or more of the business, or 10 per cent or more of its stock, if the business is a corporation.

Person's Name	Construction Firm(s)	Dates of Person's Participation with Firm(s)

For Firms That Are Partnerships:

1a. Date of formation: _____

1b. Under the laws of what state: _____

1c. Provide all the following information for each partner who owns 10 per cent or more of the firm.

Name	Position	Years with Co.	% Ownership

1d. Identify every construction company that any partner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, "owner" and "partner" refer to ownership of ten per cent or more of the business, or ten per cent or more of its stock, if the business is a corporation.

Person's Name	Construction Company(ies)	Dates of Person's Participation with Company(ies)

For Firms That Are Sole Proprietorships:

1a. Date of commencement of business. _____

1b. Social security number of company owner: _____

1c. Identify every construction firm that the business owner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, "owner" and "partner" refer to ownership of ten per cent or more of the business, or ten per cent or more of its stock, if the business is a corporation.

Person's Name	Construction Company	Dates of Person's Participation with Company

For Firms That Intend to Make a Bid as Part of a Joint Venture:

1a. Date of commencement of joint venture. _____

1b. Provide all of the following information for each firm that is a member of the joint venture that expects to bid on one or more projects:

Name of firm	% Ownership of Joint Venture

B. History of the Business and Organizational Performance

1. Has there been any change in ownership of the firm at any time during the last three years?
NOTE: A corporation whose shares are publicly traded is not required to answer this question.

☐ Yes ☐ No

If "yes," explain on a separate signed page.

2. Is the firm a subsidiary, parent, holding company or affiliate of another construction firm?
NOTE: Include information about other firms if one firm owns 50 per cent or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.

☐ Yes ☐ No

If "yes," explain on a separate signed page.

3. Are any corporate officers, partners or owners connected to any other construction firms? NOTE: Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm.

☐ Yes ☐ No

If "yes," explain on a separate signed page.

4. If any of your firm's license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the CSLB records who meet(s) the experience and examination requirements for each license.

_____

_____

5. Has your firm changed names or license number in the past five years?

☐ Yes ☐ No

If "yes," explain on a separate signed page, including the reason for the change.

6. Has any owner, partner or (for corporations) officer of your firm operated a construction firm under any other name in the last five years?

☐ Yes ☐ No

If "yes," explain on a separate signed page, including the reason for the change.

(If the above information is not fully provided the Bidder/Proposer is immediately disqualified)

PART 13 - SCORABLE QUESTIONS

Scorable questions arise in three different areas:

(I) Additional questions for immediate disqualification

(II) History of the business and organizational performance;

(II) Compliance with occupational safety and health laws, workers' compensation and other labor legislation; and

(III) Completion of recent projects and quality of performance.

The Scores Needed for Prequalification:

To prequalify, a Prospective Bidder is required to have a passing grade within each of the three large categories referred to above.

For Section I, "Questions for immediate disqualification," immediate disqualification is determined based on responses to the questions as described therein.

For Section II, "History of the business and organizational performance," a passing score of **70** on this portion of the questionnaire (of a maximum score of **87** on this portion of the questionnaire).

For Section III, "Compliance with occupational safety and health laws, workers' compensation and other labor legislation," a passing score of **60** on this portion of the questionnaire (of a maximum score of **75** points on this portion of the questionnaire).

For Section IIV, "Completion of recent projects and quality of performance," a passing score of **132** on this portion of the questionnaire (of a maximum score of **165** points on this portion of the questionnaire).

Total maximum score: **327** points. Total minimum score: **262** points.

Section I. Questions for immediate disqualification

1. List all California construction license numbers, classifications and expiration dates of the California contractor licenses held by your firm:

   _____

   _____

   _____

   (If No California license Bidder/Proposer is immediately disqualified. Check CSLB for complaints or citations against license. Validated citations against the license may also be grounds for immediate disqualification)

2. Has the PLA Assent form been signed?

   (If No signed Assent form is attached the Bidder/Proposer is immediately disqualified)

3. Provide a notarized of letter from your insurance company stating you have a liability insurance policy with a policy limit of at least $**2,000,000** per occurrence and $**4,000,000** aggregate.

   (If No notarized letter is attached Bidder/Proposer is immediately disqualified)

4. **Financial Statements and Supplemental Information**

   Financial prequalification will be established by determining capacity to perform the County of San Mateo contract in the following manner:

a. Working capital is determined from the most recent balance sheet submitted, by subtracting the current liabilities from current assets.

b. Available lines of credit or other credit facilities are then added to the working capital, and then the sum is multiplied by ten (10).

c. Uncompleted work on current contracts, which have been awarded to your organization (backlog), will be subtracted from the amount determined in paragraph "b" above.

d. Any positive numbers resulting from paragraph "c" above is the maximum County contract that can be awarded to the submitting organization.

Should your organization not qualify on the basis of the above calculation, the County may consider other alternative information you can provide that, in its sole judgment, indicates clearly your ability to meet the financial requirements of the anticipated County contract. This information must include the required data described below, and sufficient supplemental analysis and description as needed to clearly present your position. This information must be submitted with your AFP. It is your responsibility to make the above described calculation and determine if additional information will be required to demonstrate your ability to perform the project.

Information you must submit includes:

1. Full set of financial statements for your most recent three (3) complete fiscal years, accompanied by either an audit or review report by an independent Certified Public Accountant. ***Complied or internally prepared financial statements will not be accepted.*** Statements, which are older than six (6) months, must be supplemented by internally financial statements, which update the information to no more than six (6) months from the date of submission of the AFP. Such statements must be prepared in accordance with generally accepted accounting principles, including all required information disclosures.
2. Letter from a financial institution in support of available lines of credit or other facilities, if you wish them to be considered in prequalification.
3. Schedule indicating contracts, which have been awarded to you, and reconciling the original award, any amendments, completed portion and uncompleted portion of such contracts. This is your backlog of work awarded but not yet complete.

☐ Yes (Finical information meets the above requirements[1]) ☐ No
☐ Not Applicable

(If No audited financial statement is attached and the above information does not meet the requirements the Bidder/Proposer is immediately disqualified)

The maximum contract value shall be determined as follows:

- Working capital times 5
- Equity (adjusting by adding shareholder payables and confirmed unused line of credit; deducting shareholder receivables and intangible assets)
- Revenue time 25%

[1] Public Contract Code section 20101(e) exempts from this requirement a contractor who has qualified as a small business pursuant to Government Code section 14837(d)(1), if the bid is "no more than 25 per cent of the qualifying amount provided in section 14837(d)(1)."

The lowest value will be used for your maximum contract value per project. Each subcontractor shall be informed prior to the next steps for selection of their maximum contract value for this project.

Finical information may be submitted in a separate sealed envelope marked confidential.

5. Have you attached a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) and authorized to issue bonds in the State of California, which states: (a) that your current bonding capacity is sufficient for the project for which you seek pre-qualification if you are seeking pre-qualification for a single project; or (if you are seeking prequalification valid for a year) (b) your current available bonding capacity? (Minimum rating for Bonding: AM Best rating = A- or better. AM Best Financial Size Category: VI or larger)

☐ Yes ☐ No

(If No notarized statement is attached Bidder/Proposer is immediately disqualified Notarized statement must be from the surety company, not an agent or broker.)

6. Has your contractor's license been revoked at any time in the last five years?

☐ Yes ☐ No

(If Yes Bidder/Proposer is immediately disqualified)

7. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner within the last five (5) years?

☐ Yes ☐ No

(If Yes Bidder/Proposer is immediately disqualified)

8. At the time of submitting this pre-qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?

☐ Yes ☐ No

(If Yes Bidder/Proposer is immediately disqualified)

9. At any time during the last five years, has your firm or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?

☐ Yes ☐ No

(If Yes Bidder/Proposer is immediately disqualified)

10. Prospective Bidder has current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq.

☐ Yes ☐ No
☐ Prospective Bidder is exempt from this requirement, because it has no employees

(If No Bidder/Proposer is immediately disqualified)

Section II. <u>History of the business and organizational performance</u>

1. State your firm's gross revenues for each of the last three years:

_____ _____ _____

(Scoring **2 points** for each year revenue exceeded 75% of the Estimated Bid Package Value (Refer to section 5.01 for values), **maximum 6 points**)

2. How many years has your organization been in business in California as a contractor under your present business name and license number? _____ Years

   (Scoring: **2 points** for each year as a California firm, **maximum 10 points**)

3. Is your firm currently the debtor in a bankruptcy case?

   ☐ Yes ☐ No

   If "yes," please attach a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed.

   (Scoring: **"No" = 3 points "Yes" = 0 points**)

4. Was your firm in bankruptcy at any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 7, above)

   ☐ Yes ☐ No

   If "yes," please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued.

   (Scoring: **"No" = 3 points "Yes" = 0 points**)

Licenses/Insurance

5. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?

   ☐ Yes ☐ No

   If "yes," please explain on a separate signed sheet.

   (Scoring: "**No" = 5 points "Yes" = 0 points**)

Disputes

6. At any time in the last five years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?

   ☐ Yes ☐ No

   If yes, explain on a separate signed page, identifying all such projects by owner, owner's address, the date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.

   (Scoring: "**No" = 5 points "Yes" = 0 points**)

7. In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

NOTE: "Associated with" refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to question 1c or 1d on this form.

☐ Yes ☐ No

If "yes," explain on a separate signed page. State whether the firm involved was the firm applying for pre-qualification here or another firm. Identify by name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project, the project and the basis for the action.

(Scoring: **"No" = 5 points "Yes" = 0 points)**

8. In the last five years has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

☐ Yes ☐ No

If "yes," explain on a separate signed page. Identify the year of the event, the owner, the project and the basis for the finding by the public agency.

(Scoring: **"No" = 5 points "Yes" = 0 points)**

NOTE: The following two questions (9 and 10) refer only to disputes between your firm and the owner of a project. You need not include information about disputes between your firm and a supplier, another contractor, or subcontractor. You need not include information about "pass-through" disputes in which the actual dispute is between a subcontractor and a project owner. Also, you may omit reference to all disputes about amounts of less than $50,000.

9. In the past five years has any claim <u>against</u> your firm concerning your firm's work on a construction project been <u>filed in court or arbitration</u>?

☐ Yes ☐ No

If "yes," on separate signed sheets of paper identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

(Scoring) **"No" or "Yes" indicating 1 such instance = 5 points**
"Yes" indicating 2 such instances = 3 points
"Yes" if more than 2 such instances = 0 points

10. In the past five years has your firm made any claim against a project owner concerning work on a project or payment for a contract and <u>filed that claim in court or arbitration</u>?

☐ Yes ☐ No

If "yes," on separate signed sheets of paper identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

(Scoring) **"No" or "Yes" indicating 1 such instance = 5 points**
"Yes" indicating 2 such instances = 3 points
"Yes" if more than 2 such instances = 0 points

11. At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf, in connection with a construction project, either public or private?

☐ Yes ☐ No

If "yes," explain on a separate signed page the amount of each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the method by which such was resolved if resolved, the nature of the resolution and the amount, if any, at which the claim was resolved.

(Scoring) **"No" or "Yes" indicating 1 such instance = 5 points**
"Yes" indicating 2 such instances = 3 points
"Yes" if more than 2 such instances = 0 points

12. In the last five years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

☐ Yes ☐ No

If "yes," explain on a separate signed page. Name the insurance carrier, the form of insurance and the year of the refusal.

(Scoring) **"No" or "Yes" indicating 1 such instance = 5 points**
"Yes" indicating 2 such instances = 3 points
"Yes" if more than 2 such instances = 0 points

Criminal Matters and Related Civil Suits

13. Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

☐ Yes ☐ No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

(Scoring) **"No" = 5 points "Yes" = subtract 5 points**

14. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

☐ Yes ☐ No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the conviction and the grounds for the conviction.

(Scoring) **"No" = 5 points "Yes" = subtract 5 points**

15. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

☐ Yes ☐ No

If "yes," identify on a separate signed page the person or persons convicted, the court (the county if a state court, the district or location of the federal court), the year and the criminal conduct.

(Scoring) **"No" = 5 points "Yes" = subtract 5 points)**

Bonding

16. Bonding capacity: Provide documentation from your surety identifying the following:
Name of bonding company/surety:

_____

Name of surety agent, address and telephone number:

_____

(No score for this question will be given)

17. If your firm was required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one per cent, if you wish to do so.

_____

(Scoring) **If the rate is no more than one per cent = 5 points**
If the rate was no higher than 1.10 per cent = 3 points
Any other answer = 0 points

18. List all other sureties (name and full address) that have written bonds for your firm during the last five years, including the dates during which each wrote the bonds:

_____

_____

_____

_____

(No score for this question will be given)

19. During the last five years, has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?

☐ Yes ☐ No

If yes, provide details on a separate signed sheet indicating the date when your firm was denied coverage and the name of the company or companies which denied coverage; and the period during which you had no surety bond in place.

(Scoring) **"No" = 5 points "Yes" = 0 points**

Section III. <u>Compliance with occupational safety and health laws, workers' compensation and other labor legislation</u>

1. Has CAL OSHA cited and assessed penalties against your firm for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years?

NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

☐ Yes ☐ No

If "yes," attached a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

(Scoring) **"No" or "Yes" indicating 1 such instance = 5 points**
"Yes" indicating 2 such instances = 3 points
"Yes" if more than 2 such instances = 0 points

2. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?

   NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

   ☐ Yes ☐ No

   If "yes," attach a separate signed page describing each citation.

   (Scoring) **"No" or "Yes" indicating 1 such instance = 5 points**
   "Yes" indicating 2 such instances = 3 points
   "Yes" if more than 2 such instances = 0 points

3. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five years?

   NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

   ☐ Yes ☐ No

   If "yes," attach a separate signed page describing each citation.

   (Scoring) **"No" or "Yes" indicating 1 such instance = 5 points**
   "Yes" indicating 2 such instances = 3 points
   "Yes" if more than 2 such instances = 0 points

4. Has your firm been cited by any governing agencies for violations to local ordinances or codes (i.e. BAAQMD, Regional Water Quality Control Boards, etc.)?

   ☐ Yes ☐ No Explain (if yes):

   (Scoring) **If "yes" subtract 10 points)**

5. Has your firm ever received a citation or violation from the Department of Toxic Substances Control (DTSC)?

   (Scoring) **If "yes" subtract 10 points)**

6. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

_____

(Scoring) **For an answer of once each week or more often = 5 points**

Any other answer = 0 points

7. List your firm's Experience Modification Rate (EMR) (California workers' compensation insurance) for each of the past three premium years:

NOTE: An Experience Modification Rate is issued to your firm annually by your workers' compensation insurance carrier.

Current year: _____

Previous year: _____

Year prior to previous year: _____

(Scoring)
For 0.8 and below = 10 points
For three-year average EMR of .95 or less = 5 points
For three-year average of EMR of more than .95 but no more than 1.00 = 3 points
For Any other EMR = subtract 20 points
For Any EMR greater than 1.0= DISQUALIFIED.

Outstanding liens for federal or state taxes.

8. Within the last five years has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?

☐ Yes ☐ No

If "yes," please explain the reason for the absence of workers' compensation insurance on a separate signed page. If "No," please provide a statement by your current workers' compensation insurance carrier that verifies periods of workers' compensation insurance coverage for the last five years. (If your firm has been in the construction business for less than five years, provide a statement by your workers' compensation insurance carrier verifying continuous workers' compensation insurance coverage for the period that your firm has been in the construction business.)

(Scoring)

For either "No" or "Yes" indicating 1 such instance = 5 points
For any other answer = 0 points

Prevailing Wage and Apprenticeship Compliance Record

9. Has there been more than one occasion during the last five years in which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the state's prevailing wage laws?

NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

☐ Yes ☐ No

If "yes," attach a separate signed page or pages, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid and the amount of back wages and penalties that you were required to pay.

(Scoring) **"No" or "Yes" indicating 1 such instance = 5 points**
"Yes" indicating 2 such instances = 3 points
"Yes" if more than 2 such instances = 0 points

10. During the last five years, has there been more than one occasion in which your own firm has been penalized or required to pay back wages for failure to comply with the federal Davis-Bacon prevailing wage requirements?

☐ Yes ☐ No

If "yes," attach a separate signed page or pages describing the nature of the violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid, the amount of back wages you were required to pay along with the amount of any penalty paid.

(Scoring) **"No" or "Yes" indicating 1 such instance = 5 points**
"Yes" indicating 2 such instances = 3 points
"Yes" if more than 2 such instances = 0 points

11. Provide the **name, address and telephone number** of the apprenticeship program (approved by the California Apprenticeship Council) from whom you intend to request the dispatch of apprentices to your company for use on any public work project for which you are awarded a contract by *[Public Entity]*.

_____

(Scoring) **If at least one approved apprenticeship program is listed = 5 points**
For any other answer = 0 points

12. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

NOTE: You may omit reference to any incident that occurred prior to April 12, 2008 if the violation was by a subcontractor and your firm, as general contractor on a project, had no knowledge of the subcontractor's violation at the time they occurred.

☐ Yes ☐ No

If "yes," provide the date(s) of such findings, and attach copies of the Department's final decision(s).

(Scoring) **"No" or "Yes" indicating 1 such instance = 5 points**
"Yes" indicating 2 such instances = 3 points
"Yes" if more than 2 such instances = 0 points

Section IV COMPLETION OF RECENT PROJECTS AND QUALITY OF PERFORMANCE

RECENT CONSTRUCTION PROJECTS COMPLETED

1. Provide information on projects completed or currently in progress that demonstrate your organization's experience with projects of similar scope, size and complexity as the San Mateo Replacement Correctional Facility Project. Provide specific project related experience, relevance of scope, size and complexity. Please label response consistent to the categories listed below.

    - Project Name:
    - Location:
    - Owner:
    - Owner Contact (name and current phone number):
    - Architect or Engineer:
    - Architect or Engineer Contact (name and current phone number):
    - Contract delivery method (i.e. Design Bid Build, Construction Manager at Risk. Or Design-build):
    - Program Manager (name and current phone number if applicable):
    - Description of Project, Scope of Work Performed:
    - Total Value of Construction your scope (including change orders):
      (List and describe reasons for change orders)
    - Original Scheduled Completion Date:
    - Time Extensions Granted (number of days): _
      (Provide reason for time extensions)
    - Actual Date of Completion:
    - Project photographs
    - Projects/Relevant Projects
      Submit at least five project examples of projects completed within the past ten (10) years. Three of the projects shall be relevant examples of your organization's relevant projects with sub trade construction values of the same Estimated Value of the Bid Package (refer to section 2.01 for value) completed within the last ten (10) years,

    Relevant projects shall include as many of the following components and construction types, as applicable:

    - Facilities with approximately a 100,000 gross square footage area and construction costs of at least the Estimated Value of the Bid Package (refer to section 5.01 for value).
    - Large, complex, detention or correctional facilities
    - For Mechanical/Plumbing ONLY: Large, complex Hospital / data centers, and lab facilities are considered applicable
    - Secure facilities
    - Projects with complex interrelated building systems such as detention security electronics, monitoring. and alarm, building and energy management, telecommunications, data distribution and other related subsystems
    - Projects requiring work in adjacent existing site/facility that remains occupied and operational, while new work including utilities, site features, security, building

and energy management, and telephone/data systems are constructed and connected to the existing facility

- LEED cert.
- High Performance Mechanical and Plumbing Systems.
- BIM abilities

(Scoring) **Maximum points = 50 points)**

2. Key Personnel

Provide proposed key personnel's qualifications, experience, length of employment with company, and training to competently manage this project. Key personnel shall include Project Manager, Superintendent, and all others involved in the management of the project.

Provide an overview of how your organization intends to structure on-site management operations with Sundt Layton, County representatives, and specialty subcontractors during the construction of the project. Redo ask for org chart including on site and communications

(Scoring) **Maximum points = 45 points)**

3. Of the five completed projects how many were located within an urban area?

(Scoring) **2 points for each project was located in an urban area to a maximum of 10 points)**

4. Of the five completed projects how many were Construction Manager at Risk?

(Scoring) **2 points for each project that was a Construction Manager at risk project to a maximum of 10 points)**

PART 14 REFERNCE DOCUMENTS

EXHIBIT A – Professional Labor Agreement

Certification

All firms seeking prequalification must sign the certification below and attach it to its Prequalification Questionnaire. Copy this certification form for completion by each legal entity proposed to be on the prequalified team.

I, the undersigned _____, certify and declare that I have read all the foregoing answers to this Prequalification Questionnaire; that all responses are correct and complete of my own knowledge and belief. I declare under penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

_____
(Signature of Prospective Bidder/Proposer)

_____
(Printed name of Prospective Bidder/Proposer)

_____
(Place of Execution)

_____
(Date)

RFSOQ CLARIFICATION 01

Request for Statements of Qualifications Contractors for Design Build Mechanical / Electrical / Plumbing / Security Electronic / Detention Equipment San Mateo County Replacement Correctional Facility

San Mateo County Sheriff's Office
Issued: January 17, 2013
RFSOQ Due: January 24, 2013

Lieutenant Deborah Bazan, Project Executive,
San Mateo County Sheriff's Office
Jail Planning Unit
400 County Center, 3rd floor
Redwood City, CA 94063
Telephone: (650) 508-6728
Email: dbazan@smcgov.org

RFSOQ CLARIFICATION:

DATE: JANUARY 17, 2013

1. **REPLACE** the existing RFSOQ with the attached REVISED RFSOQ.

REQUEST FOR INFORMATION:

	Questions	Answers
1	PART 13 SCORABLE QUESTIONS Section I . 4. Financial Statements and Supplemental Information In order to send our full financial statements with balance sheet, we typically require a Confidentiality Agreement. We have read the method of identifying Confidential records from the GENERAL CONDITIONS, and will submit accordingly, but would the County be able to sign our Confidentiality agreement?	See body of this clarification regarding a change in Financial Statement submittal requirements.
2	Are the only acceptable ways of delivering a response to the RFSOQ by mail or in person? (Will email or faxes be accepted?)	The submittal must be hand delivered as stated in the RFSOQ.
3	PART 13 SCORABLE QUESTIONS Section I . 2. "Has the PLA Assent form been signed? (If No signed Assent form is attached the Bidder/Proposer is immediately disqualified)" We are completing this form, but were not able to find the referenced Exhibit A - Professional Labor Agreement.	See body of this clarification regarding a change in requirements regarding the Professional Labor Agreement. The Professional Labor Agreement is available on the "Sheriff Announcement" web site at: http://www.smcsheriff.com/jail-planning/announcements
4	Are there any Additional specifications or plans available beyond the attached RFSOQ document?	Not at this time.
5	Will there be a job walk/site meeting before or after the RFSOQ due date? If not, is it possible to set up an individual meeting by appointment?	The job walk will occur at the RFP stage. We will not have individual meetings during the procurement stages.
6	Are there any existing system standards or manufacturers that the chosen contractor will have to integrate with or tie into? Or will these systems be installed new? a. Security System? b. Building Controls? c. Fire Alarm System?	This will be addressed in the RFP.
7	Will These building systems be stand alone for this one location, or will they be part of an existing or future enterprise-wide, multi-location system?	This will be addressed in the RFP.

8	Can one RFSOQ document be submitted for multiple systems/bid packages, or do you require a separate completed RFSOQ document for each system/bid package?	Yes You may submit one Prequalification Submission that clearly states this response is for more than one Bid Package and state the Bid Packages. Have five (5) project examples each trade. Example: This response is for HVAC and Plumbing.
9	PART 9 PAGE 7 GENERAL CONDITIONS 9.02 This section states that we are to use the form provided for any questions, we have not been able to access this form. Please advise the location of the form for our use.	Submit question in writing or by email. No special form is required.
10	part 2 page 2 submission of statement of prequalification Will the prequalification submittal for the electrical scope BP26.01 automatically qualify the Electrical BP26.01 for Communications BP27.01 and Fire Alarm BP28.01, or will we need to provide separate prequalification packages for each discipline separately?	No You may submit one Prequalification Submission that clearly states this response is for more than one Bid Package and state the Bid Packages. See question eight (8) above.
11	On most projects, these disciplines would be coordinated and installed under the electrical contractors' scope of work (see question 10 above).	Make sure to include five project examples for each Bid Package. If a project has more than one Bid Package included please note. Example: Project "A" includes Electrical and Fire Alarm.
12	part 2 page 2 bid package BP 8.02 Security electronics is not listed in the Bid Package chart on page 2, which lists BP due dates. However, on page 4, Security electronics is listed as part of the scope of BP 8.02, bundled with Security Doors, Security Hardware, Detention Equipment, and Security Glazing. Both in the skill sets and experience required to design, furnish, and install security systems, Security Electronics has little in common with Detention Locks, Hollow Metal, and Glazing. There is a very limited number of firms who bundle security electronics work with detention equipment, and these are typically firms whose main expertise is in the fabrication detention hardware and glazing rather than security electronics. A well-designed, functional Security Electronics system well-coordinated with building architecture and the functional requirements of the Sheriff's Office is mission-critical to the operation of the San Mateo County Replacement Correctional Facility. Would it be preferable to the County to create a separate Bid Package BP 28.02 DESIGN BUILD SECURITY ELECTRONIC SYSTEMS to cover this scope of work? This would allow trade	Security Electronics is included in this package. Please submit a Security Electronics package as a stand alone submission. We are excepting Security Electronics and Detention Equipment prequalification's separately. Break down of specific scopes will be determined at the RFP stage. We will define integration needed in the RFP.

	contractors and their consultants highly qualified and experienced in the design and installation of security electronic systems to submit SOQ's for consideration, and would still afford the County the option to potentially bundle the work of Bid Packages based on the actual firms submitting proposals. There are several local and regional firms who have strong resumes in detention Security Electronics design and installation, but do not fabricate locks and doors. We are not aware of any local companies that can provide the bundle of services listed for BP 8.02.	
13	iv page 23 ITEM 1 RECENT CONSTRUCTION PROJECTS COMPLETED The criteria which states large complex projects such as hospitals, data centers and/or lab projects are applicable for mechanical and plumbing trades only and being that the security electronics is included in BP 8.02., what other type of other complex projects would be acceptable for electrical contractors besides other detention facilities? Excluding complex projects, such as hospitals and data centers for electrical contractors, which all require the same skill set and experience, severely limits the type of complex projects that we can draw from.	Similar projects have been modified to include hospitals and data center projects. Each submission will be evaluated on its own merit and scored accordingly.
14	iv pAGE 24 iTEM 2 kEY pERSONNEL Will qualifications for other members of our design and construction team be required along with the key personnel listed in the statement of qualifications?	Yes during the RFP stage.
15	There are no requirements or additional points for proposer's key personnel to have been involved in any of the listed recently completed projects.	Personnel that have been on listed projects submitted will be considered.
16	iv pAGE 24 iTEM 3 In reviewing the recently completed project format, there is no reference or preference for projects in San Mateo County. Only scoring is for projects in Urban Areas.	This is correct.
17	iv pAGE 24 iTEM 4 In regards to the question about CM at Risk Projects, would projects completed under an IGMP or IFOA format meet this requirement or is this specific to completed projects where there was a CM at Risk?	Yes
18	pART 13 PAGE 13 SCORABLE QUESTIONS Section III - Compliance with occupational safety and health laws Passing score states 60, however total possible score is 55. Questions 4 and 5 are worth zero points for a no answer, this could be the problem. Section IV – Completion of recent projects states passing score 132 total possible points is 115.	Section III scores should read passing score 45 and maximum score 61. Questions 4 and 5 are 10 points each. Section IV should read passing score 71 and maximum score 95
19	Would the County be willing to accept the following response? "J. Doe Companies is an employee-owned corporation. As we are a privately owned company we usually do not disclose ownership. If more information is needed, please feel free to contact us."	See body of this clarification regarding a change in Financial Statement submittal requirements.

20	Will the responses to the RFSOQ be scored and project eventually awarded individually for each Bid Package? (i.e. Multi-Prime contracted to the customer direct as opposed to a General Contractor being awarded and overseeing all bid packages)	No The bid package contracts are to be assigned to Sundt Layton as the County's Construction Manager at Risk. Sundt Layton will oversee all trades and bid packages.
21	Currently the insurance policy has liability limits of $1,000,000 per occurrence and $2,000,000 aggregate. Harris does carry an excess liability policy with limits of $10,000,000 that will bring the per occurrence total to $11,000,000 and the aggregate total to $12,000,000. The excess liability policy provides excess coverage over the general liability insurance. The per occurrence limit is the most the policy will pay for all claims arising out of a specific accident or event, and the general aggregate is the most the policy will pay, in total, for all claims for the entire policy period. Please find out from the owner or general if this will be acceptable or if they need the primary policy to read $2M/$4M.	These levels of insurance are acceptable.
22	Our company has two sets of Audited Financial Statements generated. Our preference is to send out the Consolidated Balance sheet and Auditors Report, but we also have a separate audited report with all of the aforementioned information, with an additional Consolidated Statement of Income. Let me know if just the Consolidated Balance sheet and Auditors Report is acceptable.	Consolidated parent company financials would be acceptable as a submission.
23	Is this project a full design build or design assist by the electrical contractor?	The project is a full Design Build project. The subcontractor will be the engineer of record.
24	If a contactor would like to prequalify for two bid packages does the contractor need to submit two prequalification statements or can the contractor indicate on the cover sheet what Bid Packages they would like to prequalify for?	You may submit one Prequalification Submission that clearly states this response is for more than one Bid Package and state the Bid Packages. Have five (5) project examples each trade. Example: This response is for HVAC and Plumbing.
25	Section I, Question 4. (Financial Statements and Supplemental Information) The "Equity" measurement criteria appears to be missing a multiplier that would yield a more closely corresponding "maximum contract value" compared to the other measurement criteria described in the 4.a.-d. and the "working capital times 5" result described at the bottom of page 14 of Question 14.	See body of this clarification regarding a change in Financial Statement submittal requirements. The maximum contract value shall be determined as follows: • Working capital times 5 • Equity (adjusting by adding shareholder payables and confirmed unused line of credit; deducting

		shareholder receivables and intangible assets) • Revenue time 25% The lowest value will be used for our maximum contract value per project. Each subcontractor shall be informed prior to the next steps for selection of their maximum contract value for this project. There is no change in this language.
26	Section I, Question 4. (Financial Statements and Supplemental Information) The "Revenue times 25%" measurement criteria appears to be missing a qualifier and/or multiplier that will yield a more closely corresponding "maximum contract value" compared to the other measurement criteria described in the 4.a.-d. and the "working capital times 5" result described at the bottom of page 14 of Question 14.	See body of this clarification regarding a change in Financial Statement submittal requirements. The maximum contract value shall be determined as follows: • Working capital times 5 • Equity (adjusting by adding shareholder payables and confirmed unused line of credit; deducting shareholder receivables and intangible assets) • Revenue time 25% The lowest value will be used for our maximum contract value per project. Each subcontractor shall be informed prior to the next steps for selection of their maximum contract value for this project. There is no change in this language.
27	What measurement of revenue will be used? Total revenue for one year? Total revenue for two years? Total revenue for three years? Average annual revenue?	See body of this clarification regarding a change in Financial Statement submittal requirements. We have used only one year of revenue.
28	Section I, Question 4. (Financial Statements and Supplemental Information) We wish to confirm that only one (1) "separate sealed envelope marked confidential" is required.	See body of this clarification regarding a change in Financial Statement submittal requirements.
29	Part 13, Section II, Question 17. (Bonding) Since most bond premium rate schedules for specialty trade contractors are regressive (lower priced projects have higher relative bond rates while large projects have lower relative bond rates), this question appears to penalize contractors, that might otherwise qualify, that perform smaller projects. Based upon our current bond premium schedule if we have performed any bonded project equal to or under $500,000, which we have, this answer would score -0- points.	There is no change in this language.

30	Further, if the question was based upon bond premium rates paid on projects of similar size to the bid packages described in the prequalification package, the results would be as follows: BP 22.01 Design Build Plumbing: $10,000,000, effective bond premium rate of .819% yielding a score of 5 points. BP 23.01 Design Build HVAC: $18,000,000, effective bond premium rate of .775% yielding a score of 5 points. We request that you reconsider how you are asking the Bonding 17. question to reflect a query on projects of similar size.	There is no change in this language.
31	Section IV, Item 2. (Key Personnel) It is noted "Provide an overview of how your organization intends to structure on-site management operations with Sundt Layton, County Representatives, and specialty subcontractors during the construction of the project." Does the County/Sundt Layton have any requirements for the on-site management of this project? Please provide any requirement the Owner may have for on-site management.	Provide an organizational Chart for your project staff that includes information on how you're on site communications flow. Sundt Layton is the Construction Manager at Risk and will be managing all subcontracts.
32	I have a question regarding the Request for Statements of Qualifications (RFSQ). A separate bid package, BP 23.03 Design Build Controls, is defined for the Building Management System (BMS), and I was wondering if you would like me, a HVAC Controls Contractor, to complete the RFSQ or will the Mechanical Contractor cover the BMS in their RFSQ?	Please submit a prequalification for your trade, HVAC Controls Contractor, as a separate submission.
33	For the recent construction projects completed, do you know if experience on similar projects that are design bid build, CM at Risk, or design build are hard requirements? All of the projects we have experience on that may qualify us are Plan/Spec projects.	The method of delivery is a small part of the similar experience requirements. The biggest issue is the type of project.
34	What is the budget for the Plumbing, alone? And the HVAC, alone?	Reference page 4 of the RFSOQ. Plumbing is $10 million and HVAC is $18 million.
35	Please clarify typo on page 24: Key Personnel Provide proposed key personnel's qualifications, experience, length of employment with company, and training to competently manage this project. Key personnel shall include Project Manager, Superintendent, and all others involved in the management of the project. Provide an overview of how your organization intends to structure on-site management operations with Sundt Layton, County representatives, and specialty subcontractors during the construction of the project. Redo ask for org chart including on site and communications.	Provide an organizational Chart for your project staff that includes information on how you're on site communications flow.

END OF RFSOQ CLARIFICATION 01

REVISED Request for Statements of Qualifications Mechanical / Electrical / Plumbing / Security Electronic / Detention Equipment Contractors for San Mateo County Replacement Correctional Facility

San Mateo County Sheriff's Office
Issued: ~~December 17, 2012~~ January 17, 2013
RFSOQ Due: January 24, 2013 at 2:00 pm

Lieutenant Deborah Bazan, Project Executive,
San Mateo County Sheriff's Office
Jail Planning Unit
400 County Center, 3rd floor
Redwood City, CA 94063
Telephone: (650) 508-6728
Email: **dbazan@smcgov.org**

PART 1 – INTRODUCTION

1.01 The County of San Mateo ("County") invites submittals of "Statements of Qualifications" from highly qualified **trade** contracting firms ("Prospective Bidders") interested in contracting with the County to provide **mechanical, electrical, plumbing, and security electronics, detention equipment** contracting services (refer to section 2.01) with a lump sum price for the County's Replacement Correctional Facility ("Project").

1.02 This Request for Statements of Qualifications ("RFSOQ") is **for the construction of San Mateo County Replacement Correctional Facility**.

1.03 This RFSOQ of the selected Prospective Bidder will be included in the contract for the project following award.

PART 2–SUBMISSION OF STATEMENT OF PREQUALIFICATION'S

2.01 Prospective Bidders are requested to submit an original, signed RFSOQ, together with ten (10) copies, and one (1) electronic copy, **no later than 2:00 PM on January 24, 2013 to:**

Lieutenant Deborah Bazan, Project Executive
San Mateo County Sheriff's Office
Jail Planning Unit
400 County Center, 3rd floor
Redwood City, CA 94063
Telephone: (650) 508-6728
Email: dbazan@smcgov.org

Financial statements should be submitted to SubQual LLC at or prior to the date listed in 2.01 Date: January 24, 2013

Submittal and Contact Information for SubQual LLC:

(480) 293-3246
(800) 407-6194 FAX

Subject line for submittal should read: San Mateo Jail
E-mail: prequal@subqual-llc.com
US Mail: 1660 Hotel Circle North, Ste. 400, San Diego, CA 92108

If you have any questions please call the above phone number.

If you have already prequalified with SubQual LLC you do not need to resubmit your financial information.

BID PACKAGE	RFSOQ DUE DATE	BID DUE DATE
BP 8.02 DESIGN BUILD SECURITY DOORS, SECURITY HARDWARE, DETENTION EQUIP. & SECURITY GLAZING	January 24, 2013	March 19, 2013
BP 21.01 DESIGN BUILD FIRE SPRINKLERS	January 24, 2013	March 19, 2013

BP 22.01 DESIGN BUILD PLUMBING	January 24, 2013	March 19, 2013
BP 23.01 DESIGN BUILD HVAC	January 24, 2013	March 19, 2013
BP 23.02 TEST & BALANCE	January 24, 2013	March 19, 2013
BP 23.03 DESIGN BUILD CONTROLS	January 24, 2013	March 19, 2013
BP 26.01 DESIGN BUILD ELECTRICAL	January 24, 2013	March 19, 2013
BP 27.01 DESIGN BUILD COMMUNICATIONS	January 24, 2013	March 19, 2013
BP 28.01 DESIGN BUILD FIRE ALARM	January 24, 2013	March 19, 2013

All RFSOQ submissions must be to the Jail Planning Unit as listed above. If a mail service or carrier is utilized it is the responsibility of the responder to ensure their response is delivered to correct location and not the mailroom or any other office within a County building.

At the time of request for proposal and/or award, San Mateo County reserves the right to combine two or more bid packages into one contract.

2.02 The RFSOQ should have complete information regarding the experience and qualifications of Prospective Bidder.

2.03 The signed, original RFSOQ' should include a statement signed by an owner, officer, or authorized agent of the Prospective Bidder, acknowledging and accepting the terms and conditions of this RFSOQ.

2.04 **ANTICIPATED SCHEDULE OF EVENTS FOR RFSOQ PROCESS**

Sheriff Issues RFSOQ	**December 17, 2012**
Questions via email due: **by 2:00 pm**	**January 10, 2013**
Responses to Questions Posted on Sheriff's Webpage	**January 17, 2013**
Statement of Qualifications submittals due: **2:00 pm**	**January 24, 2013**
Review Statement of Qualifications submittals	**January 24 – 31, 2013**
Selection committee produces short listed Respondents	**January 31, 2013**
Notice of pre-qualified Respondents posted	**February 6, 2013**
Request for Proposals shall be sent to pre-qualified Respondents	**February 20, 2013**
Questions regarding RFP due: **2:00 PM**	**March 7, 2013**
Responses and Addendum posted	**March 12, 2013**
Bid Proposals due: **2:00** pm	**March 19, 2013**
Bid Review	**March 19 - 26, 2013**
Finalist Notification	**March 27, 2013**
Board of Supervisors approves contract	**April 9, 2013**

County reserves the right to modify this schedule at any time at its sole discretion.

PART 3 – SHERIFF'S OFFICE BACKGROUND

3.01 The San Mateo County Sheriff's Office is managed by a Sheriff who is directly elected for a four-year term. In addition to overseeing all adult correctional facilities in San Mateo County, the Sheriff is responsible for patrol services in both unincorporated areas of the county and contract cities, investigations, custody, security in the courts, and various administrative functions.

3.02 The incumbent Sheriff is Greg Munks. Overseeing this RFSOQ is the Jail Planning Lieutenant Deborah Bazan, Project Executive.

3.03 Project demolition and project preparations have commenced and will be ~~complete December 31, 2012~~ completed by February 28, 2013.

PART 4 – STATEMENT OF QUALIFICATIONS

4.01 San Mateo County Sheriff Greg Munks is seeking responses from qualified contracting firms who have demonstrated the ability to provide services for scope of work noted in bid packages listed in section 5.01.

4.02 Prospective Bidders should address every item listed in this RFSOQ, even if the item was addressed previously in the RFSOQ. Brevity and clarity are of utmost importance. RFSOQ's that are comprised of standard marketing materials that do not specifically address the items below will not be evaluated; however, Prospective Bidders may include seven (7) bound copies of their marketing materials, as long as they are not permanently attached to the RFSOQ. RFSOQ's that do not comply with all applicable requirements will not be considered.

PART 5 – BASIC SCOPE AND CHARACTER OF PROJECT AND SERVICES REQUIRED

5.01 **SCOPE OF PROJECT:** Construction of a New San Mateo County Replacement Correctional Facility located in Redwood City on the corner of Blomquist and Maple Street on an existing 5.09 acre site. The project consists of 93,250 square feet (sf) of Administration & Support Space, 20,000 sf of Transitional Housing and 139,132 sf of Detention Center. The estimated value of the overall project is $125M and is estimated to start construction Spring 2013 and open for services Spring 2015. Project to achieve a minimum of LEED Silver certification.

BID PACKAGE	DESCRIPTION OF WORK	ESTIMATED VALUE RANGE
BP 8.02 DESIGN BUILD SECURITY DOORS, SECURITY HARDWARE, DETENTION EQUIP. & SECURITY GLAZING	Provide design build services for security electronics, security hardware, detention equipment and security glazing.	$8M
BP 21.01 DESIGN BUILD FIRE SPRINKLERS	Provide design build services for fire sprinkler systems.	$1.5M
BP 22.01 DESIGN BUILD PLUMBING	Provide design build services for domestic, water, sanitary waste, and storm waste systems.	$10M

BP 23.01 DESIGN BUILD HVAC	Provide design build services for HVAC and hydronics systems.	$18M
BP 23.02 TEST & BALANCE	Provide testing and balance of air and water systems.	$435K
BP 23.03 DESIGN BUILD CONTROLS	Provide design build services for Jail Building Management System Controls.	$760K
BP 26.01 DESIGN BUILD ELECTRICAL	Provide design build services for electrical systems.	$10.5M
BP 27.01 DESIGN BUILD COMMUNICATIONS	Provide design build services for communication.	$1M
BP 28.01 DESIGN BUILD FIRE ALARM	Provide design build services for fire alarm system.	$1M

County reserves the right to modify the bid packages at any time at its sole discretion.

5.02 **This project has a Project Labor Agreement (PLA), which has been attached to this RFSOQ, with a Letter of Assent that must be signed by all respondents. ~~with a Letter of Assent that must be signed by all respondents.~~ for reference.**

PART 6 – FORMAT FOR THE STATEMENT OF QUALIFICATIONS

6.01 The RFSOQ should be bound and printed vertically ("portrait" orientation) on standard 8-½" by 11" paper. The RFSOQ's should not exceed 25 pages, double sided (excluding forms, resumes, and list of projects), but will preferably be much shorter. Type size should be no smaller than 10 point, but preferably larger. An electronic version shall also be provided in PDF format on a CD disk. Bidders may submit financial or confidential information as defined in part 9, item 9.06 of this RFSOQ in a separate sealed envelope marked confidential.

Financial statements should be submitted to SubQual LLC at or prior to the date listed in 2.01 Date: January 24, 2013

Submittal and Contact Information for SubQual LLC:

(480) 293-3246
(800) 407-6194 FAX

Subject line for submittal should read: San Mateo Jail
E-mail: prequal@subqual-llc.com
US Mail: 1660 Hotel Circle North, Ste. 400, San Diego, CA 92108

If you have any questions please call the above phone number.

If you have already prequalified with SubQual LLC you do not need to resubmit your financial information.

6.02 The top of page one of the RFSOQ should state the Prospective Bidder's name, address, phone number, fax number, e-mail address, and contact name. No cover letter is necessary.

PART 7 – ADMINISTRATIVE REQUIREMENTS AND POLICIES

7.01 Prospective Bidders will be required to comply with all nondiscrimination employment regulations, including:

A. No person shall, on the grounds of race, color, creed, national origin, religious affiliation or non-affiliation, sex, sexual orientation, marital status, age (over 40), disability, medical condition (including but not limited to AIDS, HIV positive diagnosis or cancer), political affiliation or union membership be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this Agreement.

B. Prospective Bidders shall ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under any contract that may result from this submittal. Prospective Bidders' personnel policies shall be made available to County upon request.

C. Prospective Bidders shall assure compliance with section 504 of the Rehabilitation Act of 1973 by submitting a signed letter of compliance. Prospective Bidders shall be prepared to submit a self-evaluation and compliance plan to County upon request within one (1) year of the execution of any agreement that may result from this submittal.

D. Prospective Bidders must comply with the County Ordinance Code with respect to the provision on employee benefits. As set forth in the ordinance, such Prospective Bidders are prohibited from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

7.02 The County reserves the right to accept or reject any or all RFSOQ's submitted, or to request clarification or additional information or an alternative presentation of data from any Prospective Bidder, at the County's sole discretion. Further, while every effort has been made to ensure the information presented in the RFSOQ is accurate and thorough, the County accepts no responsibility or liability for any unintentional errors or omissions in this document. Should a Prospective Bidder realize during the review process that there has been a substantive error or omission in its submittal, which does not alter basic services and has not already resulted in disqualification from participating in the RFSOQ process for other reasons, said Prospective Bidder is invited to submit to the Project Executive a written request and explanation of Prospective Bidder's desire to correct its submittal. It shall be at the sole discretion of the County's selection committee to decide whether to grant Prospective Bidder's request to correct its RFSOQ submittal.

7.04 All submittals become the property of the County and as such become public documents available to be reviewed by the public upon request. The Government Code Sections 6250 et. seq., the Public Records Act, define public record as any writing containing information relating to the conduct of public business. This applies to submittals pursuant to this RFSOQ. The Public Records Act provides that public records shall be disclosed upon written request, and that any citizen has the right to inspect any public record, unless the document is exempted from the disclosure requirements. The County cannot represent or guarantee that any information submitted in response to the RFSOQ will be confidential.

If the County receives a request for any document submitted in response to this RFSOQ, it will not assert any privileges that may exist on behalf of the person or business submitting the RFSOQ. Rather, the County will notify the party whose RFSOQ is being

sought. In the event that a party who has submitted a RFSOQ wishes to prevent disclosure, it is the sole responsibility of that party to assert any applicable privileges or reasons why the document should not be produced, and to obtain a court order prohibiting disclosure.

7.05 Successful and unsuccessful Prospective Bidders will receive a written notification of whether their submittal was elevated to the next phase of finalist evaluation. The written notification will be sent to the name and address of the authorized officer of the firm provided in the RFSOQ submittal. The timing of written notification to Prospective Bidder is entirely at the County's sole discretion.

PART 8 – REVIEW PROCESS

8.01 Review of RFSOQ's

A. The County will evaluate the information based on materials submitted in response to this RFSOQ.

B. Prospective Bidders should prepare their response according to the RFSOQ format, i.e., by section and paragraph of this RFSOQ. The County reserves the right to reject any RFSOQ not submitted within the required timeframe; reject any incomplete RFSOQ submitted; contact client references; require further information; and/or require interviews with any Prospective Bidder. All costs related to the preparation, submittal, and/or presentation of an RFSOQ are the responsibility of the Prospective Bidder and will not be assumed in full or in part by the County.

C. Following a review of the submitted RFSOQ's, the Sheriff will inform each Prospective Bidder in writing as to whether it is qualified to submit a bid.

8.02 Appeal of Disqualification

Prospective Bidder may dispute its disqualification as follows: The Prospective Bidder may, within two business days of receipt of the County's letter of disqualification, rebut in writing any evidence used as a basis for disqualification and present written evidence as to why the Prospective Bidder should be found qualified. The Sheriff, or his designee, will review the Prospective Bidder's letter and make a final determination within fourteen calendar days of receipt. The Sheriff's decision shall be made at least one day prior to the closing time for receipt of bids and shall be final. Written appeals should be addressed directly to Sheriff Greg Munks at 400 County Center, Redwood City, CA 94063. Appeals received after the deadline will not be accepted.

PART 9 – GENERAL CONDITIONS

9.01 The RFSOQ should be clear and concise to enable the County to make a thorough evaluation and arrive at a sound determination as to whether the RFSOQ meets the County's requirements. To this end, each RFSOQ should be specific, detailed, and complete as to clearly and fully demonstrate that the Prospective Bidder has a thorough understanding of and has demonstrated knowledge of the requirements to perform the work (or applicable portion thereof). The RFSOQ must be verified under oath by the Prospective Bidder and each of its members.

9.02 Any explanation or question from a Prospective Bidder regarding the meaning or interpretation of this RFSOQ must be requested in writing, using the form provided, by email only to Lieutenant Deborah Bazan, Project Executive (dbazan@smcgov.org) by

2:00 PM, January 10, 2013. Responses to submitted questions will be posted on the Sheriff's Office Jail Planning webpage by **January 17, 2013**. Do not contact staff or consultants with questions or clarifications. **It is the responsibility of the responder to check the Jail Planning web site for questions and answers as well as any Addendums that have been made:**

http://www.smcsheriff.com/jail-planning/announcements

9.03 The submission of a RFSOQ does not commit County to award a contract for the Project, to pay costs incurred in the preparation of a RFSOQ or to procure or contract for any services. Costs for preparing the RFSOQ will be paid entirely by the Prospective Bidders.

9.04 County reserves the right to interpret or change any provision of this RFSOQ at any time prior to the RFSOQ submission date. Such interpretations or changes shall be in the form of addenda to this RFSOQ and posted on the Sheriff's Office webpage. County, in its sole discretion, may determine that a time extension is required for submission of RFSOQ's, in which case such addenda shall indicate a new RFSOQ submission deadline. County reserves the right to waive inconsequential deviations from stated requirements.

9.05 County retains the right to reject any and all RFSOQ's, to contract work with whomever and in whatever manner County decides, or to abandon the work entirely. County shall make final decisions regarding a Prospective Bidder's qualifications as of Bid day. All decisions concerning Prospective Bidder selection shall be made in County's best interests.

9.06 County has made a determination in accordance with Section 6255 of the Government Code that all RFSOQ's submitted in response to this RFSOQ shall not be made public by County until after County issues a notice of intent to enter into a Contract with the successful Prospective Bidder. In addition, County has made a determination in accordance with Section 6255 of the Government Code that all Prospective Bidder proprietary financial information submitted in response to this RFSOQ and specifically identified by the Prospective Bidder as "confidential" will not be made public by County and will be returned to each Prospective Bidder, unless otherwise required by law. In the event a Prospective Bidder wishes to claim other portions of its RFSOQ exempt from disclosure under the Public Records Act, Prospective Bidder should clearly identify those portions with the word "confidential" printed on the lower right-hand corner of the page, along with a written justification as to why such information should be exempt from disclosure. Blanket designations of "confidential" shall not be effective. However, County will make a decision based upon applicable law.

A. County will notify the applicable Prospective Bidders of any requests for disclosure under the Public Records Act. Prospective Bidders agree to defend and indemnify County from any claims and/or litigation arising from such requests.

B. Proprietary or confidential data should be readily separable from the RFSOQ in order to facilitate eventual public inspection of the non-confidential portion of the RFSOQ. Confidential data is normally restricted to confidential financial information. The price of products offered or the cost of services shall not be designated as proprietary or confidential information.

PART 10 – PROJECT EXECUTIVE

10.01 All written inquiries and requests for additional information pertaining to this RFSOQ, any Addendum, or any matter relating to the subcontractor selection process, must, unless otherwise identified in an Addendum, be directed to the following designated Project Executive:

Lieutenant Deborah Bazan, Project Executive
San Mateo County Sheriff's Office
Jail Planning Unit
400 County Center 3rd floor
Redwood City, CA 94063
Telephone: (650) 508-6728
Email: dbazan@smcgov.org

PART 11 – CONTENT OF STATEMENTS OF QUALIFICATIONS

The RFSOQ's should include complete responses to the Prequalification Questionnaire set forth in Part 11, Part 12, and Part 13, and include the following information regarding the Prospective Bidder:

CONTACT INFORMATION

Firm Name: _____ Check One: ☐ Corporation
(as it appears on license) ☐ Partnership
☐ Sole Prop.

Contact Person: _____

Address: _____

Phone: _____ Fax: _____

If firm is a sole proprietor or partnership:

Owner(s) of Company _____

Contractor's License Number(s):

_____

_____

_____

Email address: _____

(If the above information is not fully provided the Bidder/Proposer is immediately disqualified)

PART 12 - INFORMATION ABOUT THE PROSPECTIVE BIDDER

ORGANIZATION, HISTORY, ORGANIZATIONAL PERFORMANCE, COMPLIANCE WITH CIVIL AND CRIMINAL LAWS

A. Current Organization and Structure of the Business

For Firms That Are Corporations:

1a. Date incorporated: _____

1b. Under the laws of what state: _____

1c. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten per cent of the corporation's stock.

Name	Position	Years with Co.	% Ownership

1d. Identify every construction firm that any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, "owner" and "partner" refer to ownership of ten per cent or more of the business, or 10 per cent or more of its stock, if the business is a corporation.

Person's Name	Construction Firm(s)	Dates of Person's Participation with Firm(s)

For Firms That Are Partnerships:

1a. Date of formation: _____

1b. Under the laws of what state: _____

1c. Provide all the following information for each partner who owns 10 per cent or more of the firm.

Name	Position	Years with Co.	% Ownership

1d. Identify every construction company that any partner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, "owner" and "partner" refer to ownership of ten per cent or more of the business, or ten per cent or more of its stock, if the business is a corporation.

Person's Name	Construction Company(ies)	Dates of Person's Participation with Company(ies)

For Firms That Are Sole Proprietorships:

1a. Date of commencement of business. _____

1b. Social security number of company owner: _____

1c. Identify every construction firm that the business owner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, "owner" and "partner" refer to ownership of ten per cent or more of the business, or ten per cent or more of its stock, if the business is a corporation.

Person's Name	Construction Company	Dates of Person's Participation with Company

For Firms That Intend to Make a Bid as Part of a Joint Venture:

1a. Date of commencement of joint venture. _____

1b. Provide all of the following information for each firm that is a member of the joint venture that expects to bid on one or more projects:

Name of firm	% Ownership of Joint Venture

B. History of the Business and Organizational Performance

1. Has there been any change in ownership of the firm at any time during the last three years?
NOTE: A corporation whose shares are publicly traded is not required to answer this question.

☐ Yes ☐ No

If "yes," explain on a separate signed page.

2. Is the firm a subsidiary, parent, holding company or affiliate of another construction firm?
NOTE: Include information about other firms if one firm owns 50 per cent or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.

☐ Yes ☐ No

If "yes," explain on a separate signed page.

3. Are any corporate officers, partners or owners connected to any other construction firms? NOTE: Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm.

☐ Yes ☐ No

If "yes," explain on a separate signed page.

4. If any of your firm's license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the CSLB records who meet(s) the experience and examination requirements for each license.

_____

_____

5. Has your firm changed names or license number in the past five years?

☐ Yes ☐ No

If "yes," explain on a separate signed page, including the reason for the change.

6. Has any owner, partner or (for corporations) officer of your firm operated a construction firm under any other name in the last five years?

☐ Yes ☐ No

If "yes," explain on a separate signed page, including the reason for the change.

(If the above information is not fully provided the Bidder/Proposer is immediately disqualified)

PART 13 - SCORABLE QUESTIONS

Scorable questions arise in three different areas:

(I) Additional questions for immediate disqualification

(II) History of the business and organizational performance;

(II) Compliance with occupational safety and health laws, workers' compensation and other labor legislation; and

(III) Completion of recent projects and quality of performance.

The Scores Needed for Prequalification:

To prequalify, a Prospective Bidder is required to have a passing grade within each of the three large categories referred to above.

For Section II, "History of the business and organizational performance," a passing score of ~~**70**~~ **60** on this portion of the questionnaire (of a maximum score of ~~**87**~~**80** on this portion of the questionnaire).

For Section III, "Compliance with occupational safety and health laws, workers' compensation and other labor legislation," a passing score of ~~**60**~~ **45** on this portion of the questionnaire (of a maximum score of ~~**75**~~ **61** points on this portion of the questionnaire).

For Section IV, "Completion of recent projects and quality of performance," a passing score of ~~**132**~~ **71** on this portion of the questionnaire (of a maximum score of ~~**165**~~ **95** points on this portion of the questionnaire).

Total maximum score: ~~**327**~~ **236** points. Total minimum score: ~~**262**~~**176** points.

Section I. Questions for immediate disqualification

1. List all California construction license numbers, classifications and expiration dates of the California contractor licenses held by your firm:

   _____

   _____

   _____

   (If No California license Bidder/Proposer is immediately disqualified. Check CSLB for complaints or citations against license. Validated citations against the license may also be grounds for immediate disqualification)

~~2. Has the PLA Assent form been signed?~~

~~(If No signed Assent form is attached the Bidder/Proposer is immediately disqualified)~~

3. Provide a notarized of letter from your insurance company stating you have a liability insurance policy with a policy limit of at least $**2,000,000** per occurrence and $**4,000,000** aggregate.

   (If No notarized letter is attached Bidder/Proposer is immediately disqualified)

4. **Financial Statements and Supplemental Information**

   Financial prequalification will be established by determining capacity to perform the County of San Mateo contract in the following manner:

a. Working capital is determined from the most recent balance sheet submitted, by subtracting the current liabilities from current assets.

b. Available lines of credit or other credit facilities are then added to the working capital, and then the sum is multiplied by ten (10).

c. Uncompleted work on current contracts, which have been awarded to your organization (backlog), will be subtracted from the amount determined in paragraph "b" above.

d. Any positive numbers resulting from paragraph "c" above is the maximum County contract that can be awarded to the submitting organization.

Should your organization not qualify on the basis of the above calculation, the County may consider other alternative information you can provide that, in its sole judgment, indicates clearly your ability to meet the financial requirements of the anticipated County contract. This information must include the required data described below, and sufficient supplemental analysis and description as needed to clearly present your position. This information must be submitted with your AFP. It is your responsibility to make the above described calculation and determine if additional information will be required to demonstrate your ability to perform the project.

Information you must submit includes:

1. Full set of financial statements for your most recent three (3) complete fiscal years, accompanied by either an audit or review report by an independent Certified Public Accountant. ***Complied or internally prepared financial statements will not be accepted.*** Statements, which are older than six (6) months, must be supplemented by internally financial statements, which update the information to no more than six (6) months from the date of submission of the AFP. Such statements must be prepared in accordance with generally accepted accounting principles, including all required information disclosures.
2. Letter from a financial institution in support of available lines of credit or other facilities, if you wish them to be considered in prequalification.
3. Schedule indicating contracts, which have been awarded to you, and reconciling the original award, any amendments, completed portion and uncompleted portion of such contracts. This is your backlog of work awarded but not yet complete.

☐ Yes (Finical information meets the above requirements[1]) ☐ No
☐ Not Applicable

~~(If No audited financial statement is attached and the above information does not meet the requirements the Bidder/Proposer is immediately disqualified)~~

Financial statements should be submitted to SubQual LLC at or prior to the date listed in 2.01 Date: January 24, 2013
Submittal and Contact Information for SubQual LLC:

(480) 293-3246
(800) 407-6194 FAX

[1] Public Contract Code section 20101(e) exempts from this requirement a contractor who has qualified as a small business pursuant to Government Code section 14837(d)(1), if the bid is "no more than 25 per cent of the qualifying amount provided in section 14837(d)(1)."

Subject line for submittal should read: San Mateo Jail
E-mail: prequal@subqual-llc.com
US Mail: 1660 Hotel Circle North, Ste. 400, San Diego, CA 92108

If you have any questions please call the above phone number.

If you have already prequalified with SubQual LLC you do not need to resubmit your financial information ~~does not meet the requirements the Bidder/Proposer is immediately disqualified)~~

The maximum contract value shall be determined as follows:

- Working capital times 5
- Equity (adjusting by adding shareholder payables and confirmed unused line of credit; deducting shareholder receivables and intangible assets)
- Revenue time 25%

The lowest value will be used for your maximum contract value per project. Each subcontractor shall be informed prior to the next steps for selection of their maximum contract value for this project.

Finical information may be submitted in a separate sealed envelope marked confidential.

5. Have you attached a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) and authorized to issue bonds in the State of California, which states: (a) that your current bonding capacity is sufficient for the project for which you seek pre-qualification if you are seeking pre-qualification for a single project; or (if you are seeking prequalification valid for a year) (b) your current available bonding capacity? (Minimum rating for Bonding: AM Best rating = A- or better. AM Best Financial Size Category: VI or larger)

☐ Yes ☐ No

(If No notarized statement is attached Bidder/Proposer is immediately disqualified Notarized statement must be from the surety company, not an agent or broker.)

6. Has your contractor's license been revoked at any time in the last five years?

☐ Yes ☐ No

(If Yes Bidder/Proposer is immediately disqualified)

7. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner within the last five (5) years?

☐ Yes ☐ No

(If Yes Bidder/Proposer is immediately disqualified)

8. At the time of submitting this pre-qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?

☐ Yes ☐ No

(If Yes Bidder/Proposer is immediately disqualified)

9. At any time during the last five years, has your firm or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?

☐ Yes ☐ No

(If Yes Bidder/Proposer is immediately disqualified)

10. Prospective Bidder has current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq.

☐ Yes ☐ No
☐ Prospective Bidder is exempt from this requirement, because it has no employees

(If No Bidder/Proposer is immediately disqualified)

Section II. History of the business and organizational performance

1. State your firm's gross revenues for each of the last three years:

_____ _____ _____

(Scoring **2 points** for each year revenue exceeded 75% of the Estimated Bid Package Value (Refer to section 5.01 for values), **maximum 6 points**)

2. How many years has your organization been in business in California as a contractor under your present business name and license number? _____ Years

(Scoring: ~~2~~**1 points** for each year as a California firm, **maximum ~~10~~3 points**)

3. Is your firm currently the debtor in a bankruptcy case?

☐ Yes ☐ No

If "yes," please attach a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed.

(Scoring: **"No" = 3 points "Yes" = 0 points**)

4. Was your firm in bankruptcy at any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 7, above)

☐ Yes ☐ No

If "yes," please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued.

(Scoring: **"No" = 3 points "Yes" = 0 points**)

Licenses/Insurance

5. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?

☐ Yes ☐ No

If "yes," please explain on a separate signed sheet.

(Scoring: "**No" = 5 points "Yes" = 0 points**)

Disputes

6. At any time in the last five years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?

☐ Yes ☐ No

If yes, explain on a separate signed page, identifying all such projects by owner, owner's address, the date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.

(Scoring: "**No" = 5 points "Yes" = 0 points**)

7. In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?
NOTE: "Associated with" refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to question 1c or 1d on this form.

☐ Yes ☐ No

If "yes," explain on a separate signed page. State whether the firm involved was the firm applying for pre-qualification here or another firm. Identify by name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project, the project and the basis for the action.

(Scoring: **"No" = 5 points "Yes" = 0 points)**

8. In the last five years has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

☐ Yes ☐ No

If "yes," explain on a separate signed page. Identify the year of the event, the owner, the project and the basis for the finding by the public agency.

(Scoring: **"No" = 5 points "Yes" = 0 points)**

NOTE: The following two questions (9 and 10) refer only to disputes between your firm and the owner of a project. You need not include information about disputes between your firm and a supplier, another contractor, or subcontractor. You need not include information about "pass-through" disputes in which the actual dispute is between a subcontractor and a project owner. Also, you may omit reference to all disputes about amounts of less than $50,000.

9. In the past five years has any claim <u>against</u> your firm concerning your firm's work on a construction project been <u>filed in court or arbitration</u>?

☐ Yes ☐ No

If "yes," on separate signed sheets of paper identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

(Scoring) **"No" or "Yes" indicating 1 such instance = 5 points**
"Yes" indicating 2 such instances = 3 points

"Yes" if more than 2 such instances = 0 points

10. In the past five years has your firm made any claim against a project owner concerning work on a project or payment for a contract and filed that claim in court or arbitration?

☐ Yes ☐ No

If "yes," on separate signed sheets of paper identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

(Scoring) **"No" or "Yes" indicating 1 such instance = 5 points**
"Yes" indicating 2 such instances = 3 points
"Yes" if more than 2 such instances = 0 points

11. At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf, in connection with a construction project, either public or private?

☐ Yes ☐ No

If "yes," explain on a separate signed page the amount of each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the method by which such was resolved if resolved, the nature of the resolution and the amount, if any, at which the claim was resolved.

(Scoring) **"No" or "Yes" indicating 1 such instance = 5 points**
"Yes" indicating 2 such instances = 3 points
"Yes" if more than 2 such instances = 0 points

12. In the last five years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

☐ Yes ☐ No

If "yes," explain on a separate signed page. Name the insurance carrier, the form of insurance and the year of the refusal.

(Scoring) **"No" or "Yes" indicating 1 such instance = 5 points**
"Yes" indicating 2 such instances = 3 points
"Yes" if more than 2 such instances = 0 points

Criminal Matters and Related Civil Suits

13. Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

☐ Yes ☐ No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

(Scoring) **"No" = 5 points "Yes" = subtract 5 points**

14. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

☐ Yes ☐ No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the conviction and the grounds for the conviction.

(Scoring) **"No" = 5 points "Yes" = subtract 5 points**

15. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

☐ Yes ☐ No

If "yes," identify on a separate signed page the person or persons convicted, the court (the county if a state court, the district or location of the federal court), the year and the criminal conduct.

(Scoring) **"No" = 5 points "Yes" = subtract 5 points)**

Bonding

16. Bonding capacity: Provide documentation from your surety identifying the following: Name of bonding company/surety:

_____

Name of surety agent, address and telephone number:

_____

(No score for this question will be given)

17. If your firm was required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one per cent, if you wish to do so.

_____

(Scoring) **If the rate is no more than one per cent = 5 points**
If the rate was no higher than 1.10 per cent = 3 points
Any other answer = 0 points

18. List all other sureties (name and full address) that have written bonds for your firm during the last five years, including the dates during which each wrote the bonds:

_____

_____

_____

_____

(No score for this question will be given)

19. During the last five years, has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?

☐ Yes ☐ No

If yes, provide details on a separate signed sheet indicating the date when your firm was denied coverage and the name of the company or companies which denied coverage; and the period during which you had no surety bond in place.

(Scoring) **"No" = 5 points "Yes" = 0 points**

Section III. <u>Compliance with occupational safety and health laws, workers' compensation and other labor legislation</u>

1. Has CAL OSHA cited and assessed penalties against your firm for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years?

   NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

   ☐ Yes ☐ No

   If "yes," attached a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

   (Scoring) **"No" or "Yes" indicating 1 such instance = 5 points**
   "Yes" indicating 2 such instances = 3 points
   "Yes" if more than 2 such instances = 0 points

2. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?

   NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

   ☐ Yes ☐ No

   If "yes," attach a separate signed page describing each citation.

   (Scoring) **"No" or "Yes" indicating 1 such instance = 5 points**
   "Yes" indicating 2 such instances = 3 points
   "Yes" if more than 2 such instances = 0 points

3. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five years?

   NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

   ☐ Yes ☐ No

   If "yes," attach a separate signed page describing each citation.

   (Scoring) **"No" or "Yes" indicating 1 such instance = 5 points**
   "Yes" indicating 2 such instances = 3 points
   "Yes" if more than 2 such instances = 0 points

4. Has your firm been cited by any governing agencies for violations to local ordinances or codes (i.e. BAAQMD, Regional Water Quality Control Boards, etc.)?

☐ Yes ☐ No Explain (if yes):

(Scoring) **If "yes" subtract ~~10~~3 points)**

5. Has your firm ever received a citation or violation from the Department of Toxic Substances Control (DTSC)?

(Scoring) **If "yes" subtract ~~10~~3 points)**

6. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

_____

(Scoring) **For an answer of once each week or more often = 5 points**

Any other answer = 0 points

7. List your firm's Experience Modification Rate (EMR) (California workers'compensation insurance) for each of the past three premium years:

NOTE: An Experience Modification Rate is issued to your firm annually by your workers' compensation insurance carrier.

Current year: _____

Previous year: _____

Year prior to previous year: _____

(Scoring)
For 0.8 and below = 10 points
For three-year average EMR of .95 or less = 5 points
For three-year average of EMR of more than .95 but no more than 1.00 = 3 points
For Any other EMR = subtract ~~20~~ 10 points
~~For Any EMR greater than 1.0= DISQUALIFIED.~~

Outstanding liens for federal or state taxes.

8. Within the last five years has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?

☐ Yes ☐ No

If "yes," please explain the reason for the absence of workers' compensation insurance on a separate signed page. If "No," please provide a statement by your current workers' compensation insurance carrier that verifies periods of workers' compensation insurance coverage for the last five years. (If your firm has been in the construction business for less than five years, provide a statement by your workers' compensation insurance carrier verifying continuous workers' compensation insurance coverage for the period that your firm has been in the construction business.)

(Scoring)

For either "No" or "Yes" indicating 1 such instance = 5 points
For any other answer = 0 points

Prevailing Wage and Apprenticeship Compliance Record

9. Has there been more than one occasion during the last five years in which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the state's prevailing wage laws?

   NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

   ☐ Yes ☐ No

   If "yes," attach a separate signed page or pages, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid and the amount of back wages and penalties that you were required to pay.

   (Scoring) **"No" or "Yes" indicating 1 such instance = 5 points**
   "Yes" indicating 2 such instances = 3 points
   "Yes" if more than 2 such instances = 0 points

10. During the last five years, has there been more than one occasion in which your own firm has been penalized or required to pay back wages for failure to comply with the federal Davis-Bacon prevailing wage requirements?

    ☐ Yes ☐ No

    If "yes," attach a separate signed page or pages describing the nature of the violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid, the amount of back wages you were required to pay along with the amount of any penalty paid.

    (Scoring) **"No" or "Yes" indicating 1 such instance = 5 points**
    "Yes" indicating 2 such instances = 3 points
    "Yes" if more than 2 such instances = 0 points

11. Provide the **name, address and telephone number** of the apprenticeship program (approved by the California Apprenticeship Council) from whom you intend to request the dispatch of apprentices to your company for use on any public work project for which you are awarded a contract by *[Public Entity]*.

    _____

    (Scoring) **If at least one approved apprenticeship program is listed = 5 points**
    For any other answer = 0 points

12. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

    NOTE: You may omit reference to any incident that occurred prior to April 12, 2008 if the violation was by a subcontractor and your firm, as general contractor on a project, had no knowledge of the subcontractor's violation at the time they occurred.

    ☐ Yes ☐ No

    If "yes," provide the date(s) of such findings, and attach copies of the Department's final decision(s).

(Scoring) **"No" or "Yes" indicating 1 such instance = 5 points**
"Yes" indicating 2 such instances = 3 points
"Yes" if more than 2 such instances = 0 points

Section IV COMPLETION OF RECENT PROJECTS AND QUALITY OF PERFORMANCE

RECENT CONSTRUCTION PROJECTS COMPLETED

1. Provide information on projects completed or currently in progress that demonstrate your organization's experience with projects of similar scope, size and complexity as the San Mateo Replacement Correctional Facility Project. Provide specific project related experience, relevance of scope, size and complexity. Please label response consistent to the categories listed below.

    - Project Name:
    - Location:
    - Owner:
    - Owner Contact (name and current phone number):
    - Architect or Engineer:
    - Architect or Engineer Contact (name and current phone number):
    - Contract delivery method (i.e. Design Bid Build, Construction Manager at Risk. Or Design-build):
    - Program Manager (name and current phone number if applicable):
    - Description of Project, Scope of Work Performed:
    - Total Value of Construction your scope (including change orders):
      (List and describe reasons for change orders)
    - Original Scheduled Completion Date:
    - Time Extensions Granted (number of days): _
      (Provide reason for time extensions)
    - Actual Date of Completion:
    - Project photographs if available
    - Projects/Relevant Projects
      Submit at least five project examples of projects completed within the past ten (10) years. Three of the projects shall be relevant examples of your organization's relevant projects with sub trade construction values of the same Estimated Value of the Bid Package (refer to section 2.01 for value) completed within the last ten (10) years,

    Relevant projects shall include as many of the following components and construction types, as applicable:

    - Facilities with approximately a 100,000 gross square footage area and construction costs of at least the Estimated Value of the Bid Package (refer to section 5.01 for value).
    - Large, complex, detention or correctional facilities OR ~~For Mechanical/Plumbing ONLY:~~ Large, complex Hospital / data centers, and lab facilities are considered applicable.
    - Secure facilities

- Projects with complex interrelated building systems such as detention security electronics, monitoring. and alarm, building and energy management, telecommunications, data distribution and other related subsystems
- Projects requiring work in adjacent existing site/facility that remains occupied and operational, while new work including utilities, site features, security, building and energy management, and telephone/data systems are constructed and connected to the existing facility
- LEED cert.
- High Performance Mechanical and Plumbing Systems.
- BIM abilities

(Scoring) **Maximum points = 50 points)**

2. Key Personnel

Provide proposed key personnel's qualifications, experience, length of employment with company, and training to competently manage this project. Key personnel shall include Project Manager, Superintendent, and all others involved in the management of the project.

The County understands that experience in correctional projects is paramount to the success of this project. Subcontractors should put emphasis on key personnel that will be assigned and committed to this project that have prior correctional experience.

~~Provide an overview of how your organization intends to structure on-site management operations with Sundt Layton, County representatives, and specialty subcontractors during the construction of the project. Redo ask for org chart including on site and communications~~

Provide a copy of your Company's organizational chart.

(Scoring) **Maximum points = 45 points)**

~~3. Of the five completed projects how many were located within an urban area?~~

~~(Scoring) **2 points for each project was located in an urban area to a maximum of 10 points)**~~

~~4. Of the five completed projects how many were Construction Manager at Risk?~~

~~(Scoring) **2 points for each project that was a Construction Manager at risk project to a maximum of 10 points)**~~

PART 14 REFERNCE DOCUMENTS

EXHIBIT A – Professional Labor Agreement

Certification

All firms seeking prequalification must sign the certification below and attach it to its Prequalification Questionnaire. Copy this certification form for completion by each legal entity proposed to be on the prequalified team.

I, the undersigned _____, certify and declare that I have read all the foregoing answers to this Prequalification Questionnaire; that all responses are correct and complete of my own knowledge and belief. I declare under penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

_____
(Signature of Prospective Bidder/Proposer)

_____
(Printed name of Prospective Bidder/Proposer)

_____
(Place of Execution)

_____
(Date)

SHERIFF'S OFFICE

A TRADITION OF SERVICE SINCE 1856

Clarification Number 2 for:
Mechanical / Electrical / Plumbing Security Electronic / Detention Equipment Contractors for San Mateo County Replacement Correctional Facility

January 23, 2013 | Jail Planning Unit | smcsheriff.com/jail-planning

Clarification 2 for:

Request for Statements of Qualifications Contractors for Design Build Mechanical / Electrical / Plumbing / Security Electronic / Detention Equipment San Mateo County Replacement Correctional Facility

The County will be shortlisting the RFSOQ responses to a final shortlist of three (3) prequalified firms to proceed to the next phase for the Request for Proposals.

RFSOQ CLARIFICATION 03

Request for Statements of Qualifications Contractors for Design Build Mechanical / Electrical / Plumbing / Security Electronic / Detention Equipment San Mateo County Replacement Correctional Facility

San Mateo County Sheriff's Office
Issued: February 20, 2013
RFSOQ Due: January 24, 2013

Lieutenant Deborah Bazan, Project Executive,
San Mateo County Sheriff's Office
Jail Planning Unit
400 County Center, 3rd floor
Redwood City, CA 94063
Telephone: (650) 508-6728
Email: dbazan@smcgov.org

RFSOQ CLARIFICATION 03:

DATE: FEBRUARY 20, 2013

1. The release of the RFP documents has been postponed; an update will be posted within the next week.

END OF RFSOQ CLARIFICATION 03

RFSOQ CLARIFICATION 04

Request for Statements of Qualifications Contractors for Design Build Mechanical / Electrical / Plumbing / Security Electronic / Detention Equipment San Mateo County Replacement Correctional Facility

San Mateo County Sheriff's Office
Issued: February 28, 2013
RFSOQ Due: January 24, 2013

Lieutenant Deborah Bazan, Project Executive,
San Mateo County Sheriff's Office
Jail Planning Unit
400 County Center, 3rd floor
Redwood City, CA 94063
Telephone: (650) 508-6728
Email: dbazan@smcgov.org

RFSOQ CLARIFICATION 04:

DATE: FEBRUARY 28, 2013

1. The RFP documents have been released. The link to download the documents was sent to the email address provided in the Statement of Qualifications that was submitted. If you have not received this email, please contact Karen Rodgers at krodgers@smcgov.org or by telephone at 650/716-5976

END OF RFSOQ CLARIFICATION 04

INSTRUCTIONS TO BIDDERS MANUAL

San Mateo County Replacement
Correctional Facility
Design Build Plumbing, Security Electronics,
Detention Equipment, Controls, Fire Alarm,
Mechanical, Electrical & Fire Sprinkler
Request for Proposals

Project No: 851242

Dated: February 28, 2013

SUNDT | Layton
CONSTRUCTING WITH INTEGRITY

A Joint Venture

0000 TABLE OF CONTENTS

DOCUMENT	BIDDING REQUIREMENTS
0000	TABLE OF CONTENTS
0001	REQUEST FOR PROPOSALS (RFP)
0002	NOT USED
0003	INSTRUCTIONS TO BIDDERS
0004	SAMPLE COST PROPOSAL
0004.1	SAMPLE COST PROPOSAL FORM
0005	SAMPLE TRADE CONTRACT AGREEMENT
0005.1	SAMPLE ASSIGNMENT AGREEMENT
0006	PRELIMINARY MASTER SCHEDULE
0007	QUALITY MANAGEMENT PROGRAM
0008	SITE LOGISTICS PLAN
0009	SAFETY PROGRAM
0010	CODE OF SAFE PRACTICES
0011	INSURANCE REQUIREMENTS
0012	PAYMENT PROCEDURES
0013	PERFORMANCE AND PAYMENT BOND FORMS
0014	CONSTRUCTION PROVISIONS
0015	CONSTRUCTION PROGRESS DOCUMENTATION
0016	BIM REQUIREMENTS

BID PACKAGE SCOPE DIRECTIVES

0017-8.01	BID PACKAGE 8.01 DESIGN BUILD SECURITY SYSTEMS
0017-8.02	BID PACKAGE 8.02 DESIGN BUILD DETENTION EQUIP.
0017-21.01	BID PACKAGE 21.01 DESIGN BUILD FIRE SPRINKLERS
0017-22.01	BID PACKAGE 22.01 DESIGN BUILD PLUMBING
0017-23.01	BID PACKAGE 23.01 DESIGN BUILD HVAC
0017-23.02	BID PACKAGE 23.02 DESIGN BUILD CONTROLS
0017-26.01	BID PACKAGE 26.01 DESIGN BUILD ELECTRICAL
0017-28.01	BID PACKAGE 28.01 DESIGN BUILD FIRE ALARM

EXHIBIT	BIDDING AND CONTRACT DOCUMENTS
EXHIBIT A	PROJECT SPECIFICATONS MANUAL DATED 01/02/2013
EXHIBIT B	PROJECT DRAWINGS DATED 01/02/2013
EXHIBIT C	GEO TECH REPORT DATED 11/30/2012
EXHIBIT D	PROJECT LABOR AGREEMENT

REFERENCE DOCUMENTS

***Reference documents are not included in the Instructions to bidders, but may be requested by the prospective bidder for review.*

CONTRACT AGREEMENT BETWEEN SUNDT LAYTON & COUNTY**
TEXTURA & EMARS PROGRAM MANUAL**
CONTRACTOR CONTROLLED INSURANCE PROGRAM MANUAL**
ENTIRE SAFETY PROGRAM MANUAL**
ENTIRE QUALITY PROGRAM MANUAL**
SWPP PLAN**

END OF SECTION

Request for Proposals for Contractors for Design Build Plumbing, Security Electronics, Detention Equipment, Controls, Fire Alarm, Mechanical, Electrical and Fire Sprinkler San Mateo County Replacement Correctional Facility

San Mateo County Sheriff's Office
Issued: February 28, 2013
RFP Due: March 21, 2013

Lieutenant Deborah Bazan, Project Executive,
San Mateo County Sheriff's Office
Correctional Facility Planning Unit
1402 Maple Street
Redwood City, CA 94063
Telephone: (650) 716-5980
Email: **dbazan@smcgov.org**

PART 1 – INTRODUCTION

1.01 The County of San Mateo ("County") invites proposals from prequalified **trade** contracting firms ("Prospective Bidders") interested in contracting with the County to provide precast concrete **design build plumbing, security electronics, detention equipment, controls, fire alarm, mechanical, electrical and fire sprinkler** services (refer to section 2.01) with a lump sum price for the San Mateo County's Replacement Correctional Facility ("Project").

1.02 This is a Request for Proposals ("RFP") is **for the construction of San Mateo County Replacement Correctional Facility**.

1.03 The RFP submission from the selected Prospective Bidder will be included in the contract for the Project following award.

PART 2–SUBMISSION OF PROPOSALS

2.01 Prospective Bidders are requested to submit an original, signed proposal, together with a bid bond, **no later than 2:00 PM on March 21, 2013 to:**

Lieutenant Deborah Bazan, Project Executive
San Mateo County Sheriff's Office
Correctional Facility Planning Unit
1402 Maple Street
Redwood City, CA 94063
Telephone: (650) 716-5980
Email: dbazan@smcgov.org

2.02 The Prospective Bidder's submission must have sealed complete bid form and bid bond. Please refer to the Instructions to Bidders Manual for a bid form. Prospective Bidders may utilize their Surety's bid bond form.

2.03 The signed, original bid form and bid bond should be signed by an owner, officer, or authorized agent of the Prospective Bidder, acknowledging and accepting the terms and conditions of this RFP.

2.04 ANTICIPATED SCHEDULE OF EVENTS FOR RFP PROCESS

Request for Proposals (RFP) sent to prequalified Prospective Bidders	**February 28, 2013**
Preproposal meetings	**March 12, 2013**
Questions regarding RFP due: **2:00 PM**	**March 18, 2013**
Responses and Addendum posted	**March 20, 2013**
Quantities from Low Voltage Bidders and Pneumatic Due: 2:00pm	**March 21, 2013**
Bid Proposals due: **2:00 pm**	**March 28, 2013**
Interviews	**April 9th and 10th, 2013**
Finalist Notification	**April 11, 2013**
Contract Documents Due from Selected Contractor	**April 25, 2013**

Board of Supervisors approves contract **May 21, 2013**

County reserves the right to modify this schedule at any time at its sole discretion.

PART 3 – SHERIFF'S OFFICE BACKGROUND

3.01 The San Mateo County Sheriff's Office is managed by a Sheriff who is directly elected for a four-year term. In addition to overseeing all adult correctional facilities in San Mateo County, the Sheriff is responsible for patrol services in both unincorporated areas of the county and contract cities, investigations, custody, security in the courts, and various administrative functions.

3.02 The incumbent Sheriff is Greg Munks. Overseeing this RFP is the Correctional Facility Planning Unit Lieutenant Deborah Bazan, Project Executive.

3.03 Project demolition and Project preparations have commenced and will be completed by February 28, 2013.

PART 4 – PROPOSAL FORMAT

4.01 San Mateo County Sheriff Greg Munks is seeking lump sum proposals from prequalified contracting firms for the scope of work noted in bid packages listed in section 5.01.

4.02 Prospective Bidders should address every item listed in this RFP Bid Package Scope Directives. Please refer to document 0017 of the Instructions to Bidders Manual. Prospective Bidders may NOT include additional clarifications, inclusions or exclusions other than what is already noted in the Bid Package Scope Directives.

4.03 Schedule Development: Provide a one (1) page, 11 "x 17" foldout format schedule with Thirty (30) to forty (40) line items indicating the key elements required to adequately perform design, approvals, procurement and construction for the design-build contract. In developing the schedule the prospective bidder shall use document 0006 Preliminary Master Schedule as a base line.

4.04 Life Cycle Data Input: Provide a narrative with charts or graphs indicting life cycle expectations and preliminary cost benefit analysis of key components of scope of work proposing on.

4.05 Value Engineering & Value Added Recommendations: Provide a narrative and list of cost saving or value added suggestions for possible County consideration after award.

4.06 Design-Build Team Members: Provide a narrative describing the following:

a. Team comprised of a design component (engineer(s)) and a construction component (contractor(s)). Provide an organization chart, or charts, on 8-1/2" X 11" indicating clear lines of authority of all key entity and staff members.
b. Primary Team Members: Provide name, address, and telephone number of each Engineer and subcontractors comprising the Team, including all subconsultants, and their area of specialty. Disciplines that must be represented on the Team include: principal LEED team member, engineer of record, subconsultants (if

any) and key subcontractors (if any). These or combinations of these disciplines may be provided by a single firm or by several firms. Note experience working together on previous projects.

c. Key Individuals: Provide a resume or biography for each key individual who will be participating in the Project. Include a description of their specific role in the Project.

4.07 Provide a Lump Sum proposal for per document 004.

4.08 Provide lineal foot quantity of conduit required for low voltage and pneumatic systems for use by Electrical Contractor to quantify the conduit for low voltage and pneumatic system in their base bid. The quantities are due as noted in section 2.04

PART 5 – BASIC SCOPE AND CHARACTER OF PROJECT AND SERVICES REQUIRED

5.01 SCOPE OF PROJECT: Construction of a New San Mateo County Replacement Correctional Facility located in Redwood City on the corner of Blomquist and Maple Street on an existing 5.09 acre site. The project consists of 93,250 square feet (sf) of Administration & Support Space, 20,000 sf of Transitional Housing and 139,132 sf of Detention Center. The estimated value of the overall Project is $125M and is estimated to start construction Spring 2013 and open for services Spring 2015.

BID PACKAGE	DESCRIPTION OF WORK	ESTIMATED VALUE RANGE
BP 8.01 DESIGN BUILD SECURITY DOORS, SECURITY HARDWARE & SECURITY GLAZING	Provide design build services for security electronics, security hardware, and security glazing.	$4M
BP 8.02 DESIGN BUILD DETENTION EQUIPMENT	Provide design build services for detention equipment.	$3M
BP 21.01 DESIGN BUILD FIRE SPRINKLERS	Provide design build services for fire sprinkler systems.	$1.5M
BP 22.01 DESIGN BUILD PLUMBING	Provide design build services for domestic, water, sanitary waste, and storm waste systems.	$10M
BP 23.01 DESIGN BUILD HVAC	Provide design build services for HVAC and hydronics systems.	$18M
BP 23.02 DESIGN BUILD CONTROLS	Provide design build services for Jail Building Management System Controls.	$760K
BP 26.01 DESIGN BUILD ELECTRICAL	Provide design build services for electrical systems.	$10.5M
BP 28.01 DESIGN BUILD FIRE ALARM	Provide design build services for fire alarm system.	$1M

County reserves the right to modify the bid packages at any time at its sole discretion.

5.02 This Project has a Project Labor Agreement (PLA), which has been attached to this RFP, with a Letter of Assent that must be signed by all Prospective Bidders and their tiered-contractors.

PART 6 – ADMINISTRATIVE REQUIREMENTS AND POLICIES

6.01 Prospective Bidders will be required to comply with all nondiscrimination employment regulations, including:

A. No person shall, on the grounds of race, color, creed, national origin, religious affiliation or non-affiliation, sex, sexual orientation, marital status, age (over 40), disability, medical condition (including but not limited to AIDS, HIV positive diagnosis or cancer), political affiliation or union membership be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this Agreement.

B. Prospective Bidders shall ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under any contract that may result from this submittal. Prospective Bidders' personnel policies shall be made available to County upon request.

C. Prospective Bidders shall assure compliance with section 504 of the Rehabilitation Act of 1973 by submitting a signed letter of compliance. Prospective Bidders shall be prepared to submit a self-evaluation and compliance plan to County upon request within one (1) year of the execution of any agreement that may result from this submittal.

D Prospective Bidders must comply with the County Ordinance Code with respect to the provision on employee benefits. As set forth in the ordinance, such Prospective Bidders are prohibited from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

6.02 The County, in its sole discretion, reserves the right to accept or reject any or all RFP's submitted, or to request clarification or additional information or an alternative presentation of data from any Prospective Bidder. Further, while every effort has been made to ensure the information presented in the RFP is accurate and thorough, the County accepts no responsibility or liability for any unintentional errors or omissions in this documents. Should a Prospective Bidder realize during the review process that there has been a substantive error or omission in its proposal, which does not alter basic services and has not already resulted in disqualification for other reasons, said Prospective Bidder is invited to submit to the Project Executive a written request and explanation of Prospective Bidder's desire to correct its proposal. It shall be at the sole discretion of the County's selection committee to decide whether to grant the Prospective Bidder's request to correct its RFP proposal.

6.03 All proposals become the property of the County and as such become public documents available to be reviewed by the public upon request. Government Code Sections 6250 et. seq., the Public Records Act, define a public record as any writing containing

information relating to the conduct of public business. This applies to proposals submitted pursuant to this RFP. The Public Records Act provides that public records shall be disclosed upon written request, and that any citizen has the right to inspect any public record, unless the document is exempted from the disclosure requirements. The County cannot represent or guarantee that any information submitted in response to the RFP will be confidential.

If the County receives a request for any document submitted in response to this RFP, it will not assert any privileges that may exist on behalf of the person or business submitting the RFP. Rather, the County will notify the party whose RFP is being sought. In the event that a party who has submitted a RFP wishes to prevent disclosure, it is the sole responsibility of that party to assert any applicable privileges or reasons why the document should not be produced, and to obtain a court order prohibiting disclosure.

PART 7 – GENERAL CONDITIONS

7.01 Any explanation, question, or job visits from a Prospective Bidder regarding the meaning or interpretation of this RFP must be made in writing by email only to Lieutenant Deborah Bazan, Project Executive (dbazan@smcgov.org) by **2:00 PM March 14, 2013**. Responses to submitted questions will be posted on the Sheriff's Office Correctional Facility Planning webpage by **March 20, 2013**. Do not contact staff or consultants with questions or clarifications. **It is the responsibility of the Prospective Bidder to check the Correctional Facility Planning website for questions and answers as well as any Addendums that have been made:**

http://www.smcsheriff.com/Correctional Facility-planning/announcements

7.02 The submission of a RFP does not commit County to award a contract for the Project, to pay costs incurred in the preparation of a proposal or to procure or contract for any services. Costs for preparing a proposal will be paid entirely by the Prospective Bidders.

7.03 County reserves the right to interpret or change any provision of this RFP at any time prior to the RFP submission date. Such interpretations or changes shall be in the form of addenda to this RFP and posted on the Sheriff's Office webpage. County, in its sole discretion, may determine that a time extension is required for submission of RFPs, in which case such addenda shall indicate a new RFP submission deadline. County reserves the right to waive inconsequential deviations from the stated requirements.

7.04 County retains the right to reject any and all RFP's, to contract work with whomever and in whatever manner County decides, or to abandon the work entirely. County shall make final decisions regarding a Prospective Bidder's qualifications as of Bid day. All decisions concerning Prospective Bidder selection shall be made in County's best interests.

7.05 County has made a determination in accordance with Section 6255 of the Government Code that all proposals submitted in response to this RFP shall not be made public by County until after County issues a notice of intent to enter into a Contract with the successful Prospective Bidder.

PART 8 – EVALUATION CRITERIA

8.01 Selection Panel: The County will establish a Selection Panel with responsibility for reviewing all Proposals and conducting the oral presentations, and evaluating and scoring the Proposals as described in this section. In addition, the Selection Panel may, in its discretion, utilize outside experts to assist in the evaluation process.

8.02 Basis for Award: The award shall be based on the "best value" to the County received from those Design Builder's submitting proposals that meet or exceed all design criteria, proposals that do not take unapproved exceptions to any of the performance specifications, and which confirm that the Project can be designed and constructed within the allowable time and budget. The maximum allowable design and construction cost for the project is established and set forth in the Request for Statement of Qualifications (RFSOQ). This amount includes all costs of the complete design, engineering, construction, subcontract work, supervision, management, general conditions, overhead, bonds, insurance, compliance with all applicable codes and agency requirements, procurement of permits, profit, allowances, Design Builder's contingencies (for items that are the responsibility of the Design Builder), and any and all items required for the completion of the project per the contract documents, excepting therefrom, only the costs for items specifically identified as not a part of the design build budget. If the Design Builder elects to delete programming from the Project scope in order to meet the County's budget requirements, the proposal will be accepted but may be scored lower accordingly.

8.03 Technical Evaluation of Proposals: Upon receipt, an analysis of each proposal will be performed to ascertain compliance with published program and performance criteria. The evaluation will be in accordance with criteria established and published as part of this RFP. Only those proposals considered to be in full compliance with all mandatory criteria will be eligible for further consideration. Clarification of issues identified during the technical analysis, if any, will be composed as written questions and submitted to the appropriate Design Builder. The Design Builder will respond in written form to the questions in the time allotted. Based on the written clarification received from the Design Builder s and any analysis thereof, an evaluation of each proposal will be prepared.

8.04 Minimum Factors: Public Contract Code (P.C.C.) section 20133(d)(4)(B)(i) requires that the following minimum factors shall each represent at least ten percent (10%) of the total weight of consideration given to all criteria factors: price, technical design, construction expertise, life cycle costs over 15 years or more, skilled labor force availability as defined in (P.C.C.) 20133. For the purposes of this RFP skilled labor force shall mean: the existence of an agreement with a registered apprenticeship program, approved by the California Apprenticeship Council, which has graduated apprentices in each of the preceding five years. This graduation requirement shall not apply to programs providing apprenticeship training for any craft that has been deemed by the Department of Labor and the Department of Industrial Relations to be an apprentice craft in the five years prior to enactment of this act.

8.05 SCORING: The primary areas in which the proposals will be evaluated will include the following:

A. Design-Build Team Firm and Individual Qualifications:
40 points maximum plus 5 points available during the oral presentation.

The evaluation shall include:
1. Firm qualifications
2. Individual qualifications
3. Green Building Team qualifications
4. Technical Expertise
5. Skilled labor force availability
6. Acceptable safety record

B. Design: 25 points maximum available during the initial evaluation of this RFP plus 5 points available during the oral presentation. Points will be given by the selection committee for designs which provide the County with the greatest value within the stipulated budget. Considerations will be a combination of; price, adherence to programming requirements and Project guidelines, flexibility and creativity of the design concept, functionality, efficiency and features of the design concept.

The evaluation will include:
1. Overall design
2. Adherence to the Project Guidelines
3. Plan to Achieve LEED Certified rating
4. Life cycle costs over 15 years or more
5. Ability to include all County program facilities and features

C. Price: 25 points maximum plus 5 points available during the oral presentation.

Points will be given as follows:
1. 25 points if the proposed price meets or is below the design build budget
2. Up to 5 points for the Design Builder’s presentation regarding its approach to achieving the County's design build budget and its proposed method of dealing with potential cost escalations. The proposed price shall include all costs necessary for a complete design build Project; including, but not necessarily limited to: design, construction, fees for management services and related approval fees and soft costs including, overhead, profit, and general conditions performed by the Design Builder, and excepting there from any costs specifically identified in this RFSOQ as being borne by the County.

D. Additional Technical Scoring: 10 points maximum plus 5 points available during the oral presentation. Other considerations by the selection committee include but are not limited to: proposed implementation schedule; value-engineering or value-

added opportunities identified and potentially acceptable to the County; and energy conservation (LEED) Certification Level.

E. Overall Scoring Summary: 120 points maximum, 100 points available during the initial evaluation of the RFP and 20 points available during the oral presentation. For the best value combination of qualifications, design, price, and other scored factors.

8.06 Presentation by Design Builder's: After receipt and initial evaluation of the proposals, the proposing Design Builder's will present their proposal to the County in person. The presentation will be limited to 45 minutes followed by a detailed question-and-answer period. Clarification questions regarding the proposal may be directed to the Design Builder, but no modifications to the proposal as submitted will be allowed during the evaluation process as a result of this exchange.

A. Evaluation and Recommendation: The County will receive the selection committee evaluations and satisfy itself of the accuracy of all materials presented. The County will then rate the proposals and recommend the proposal that, in its sole discretion, best meets the criteria established in the RFP documents and represents the best value to the Country. The County may wish to discuss the financial terms and any Alternative Proposals provided by the Design Builder before concluding its evaluation. County staff will start negotiations with the highest rated Design Builder and, if negotiations are not successful, move to the second Design Builder and so on. Upon conclusion of negotiations, County staff will recommend a contract with one of the Design Builder and notify the remaining Design Builder’s that they were not selected for award of the contract.

PART 9 – PROPOSAL DOCUMENTS

9.01 The proposal documents to that apply to this RFP are as follows:

Instructions to Bidders Manual dated 02/28/13

Exhibit A – Project Manual dated 02/28/13

Exhibit B – Drawings dated 02/28/13

Exhibit C – Geo-Technical Report dated 11/30/12

Exhibit D – Professional Labor Agreement

END SECTION

0003 INSTRUCTIONS TO BIDDERS

SECTION 1
INTRODUCTION

1.1 Prospective Bidders are invited to submit a proposal for trade specific services required to construct the San Mateo County Replacement Correctional Facility. The intent of these documents is to competitively select the most qualified Trade Contractor to perform the work based on an evaluation of cost, schedule, understanding of the Project, safety record, and the experience of your committed staff. This document along with those referenced herein outline the scope of services and requirements Sundt Layton A Joint Venture and County expects of the prospective bidders.

1.2 **Sealed bid proposals on the County's bid form** will be received by San Mateo County until **March 28, 2013 @ 2:00 PM** at the County's office located at 1402 Maple Street, Redwood City, CA 94063. Proposals will be opened publically 30 minutes following the bid due time. Successful bidders will be announced 7 days following the bid date and only after San Mateo County and Sundt Layton A Joint Venture has reviewed each bid. A copy of bid results can be downloaded at http://www.smcsheriff.com/Correctional Facility-planning. If necessary, San Mateo County and / or Sundt Layton A Joint Venture reserves the right to contact bidders to clarify their bids or request a revised bid to correct any scope irregularities.

1.3 **ALL PROPOSALS MUST BE SUBMITED ON THE BID FORM DOCUMENT 0004.**

1.4 The Successful Bidder shall be required to pay its Workers on this Project a sum not less than the Prevailing Wage Rates as of November 19, 2012 for this Project was advertised, as provided under California Labor Code Section 1726-1861 et seq. Please note that the Project is part of a Project Labor Agreement.

1.5 Labor compliance shall be performed by the Department of Industrial Relations. All Trade Contractors and subcontractors bidding this Project will be required to comply with the provisions as set out by the Department of Industrial Relations.

1.6 Questions and jobsite visits can be arranged through in writing by email only to Lieutenant Deborah Bazan, Project Executive (dbazan@smcgov.org) by 2:00 PM March 14, 2013. Responses to submitted questions will be posted on the Sheriff's Office Correctional Facility Planning webpage by March 19, 2013. Do not contact staff or consultants with questions or clarifications. It is the responsibility of the prospective bidder to check the Correctional Facility Planning website for questions and answers as well as any Addendums that have been made:
http://www.smcsheriff.com/Correctional Facility-planning/announcements

1.7 If after review of the documents, you elect not to bid, please advise Lieutenant Deborah Bazan (dbazan@smcgov.org) immediately.

1.8 Prospective Bidders are encouraged to have their insurance agents review the insurance requirements so that all proposals are in compliance with the stated requirements. In particular, please note that Sundt Layton provides onsite liability insurance and workers compensation insurance.

1.9 Prospective bidders may examine the Contract Documents at Sundt Layton's office: 2860 Gateway Oaks Drive, Ste 300, Sacramento, CA 95833 between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday or on iSqFt (www.isqft.com) or on the Correctional Facility Planning website http://www.smcsheriff.com/Correctional Facility-planning/announcements All

Reproduction costs are at Bidder's expense.

1.10 For the purpose of this solicitation, the terms "Trade Contractor," "Contractor," "Vendor," and "Subcontractor" are the same.

SECTION 2
BIDDING REQUIREMENTS & PROCEDURES

2.1 BIDDING DOCUMENTS

2.1.1 The following documents shall become Contract Documents and are critical to the Bid. Each document should be thoroughly reviewed by the Trade Contractor/Vendor prior to submitting a proposal.

A. Bid Form (Document 0004)
B. Trade Contract Agreement (Document 0005)
C. Project Schedule (Document 0006)
D. Site Logistics Plan (Document 0008)
E. Bid Packages (Document 0014)
F. Project Manual (Exhibit A)
G. Plans (Exhibit B)
H. Geo Technical Report (Exhibit C)
I. Project Labor Agreement (Exhibit D)
J. Bid Clarifications (will be issued during the bid period).
K. *Contract between Sundt Layton and the County of San Mateo
L. *Sundt Layton Water Intrusion Prevention and Control Plan

Documents noted with an asterisk (*) are not distributed with the bidding documents but are on file at the Sundt Layton office. Bidders are encouraged to review these documents prior to submitting a bid. The fact that a bidder was not formally sent or given all the documents prior to bid shall not alleviate the Bidder from the responsibility of including all the documents in their bid.

2.1.2 The intent of the Bidding Documents is to include all of the work required to complete the Project. The Base Bid shall include all costs as applicable for engineering, labor, material, delivery, freight, layout, supervision, equipment, hoisting, uncrating, setting, installation, parking, storage, insurance, bonds (if required), taxes, Emars program, **Textura billing fees**, detailing, shop drawings, submittals, samples, mock-ups, overhead, profit and other services necessary to complete the work as indicated or specified. All work shown on the plans and specifications and any work which is within the scope described in the Bidding Documents, which is inferable from or is the logical extension of the Bidding Documents for completion of the Project shall be considered as a part of the Work, and shall be included and executed by the Trade Contractor in the same manner and with the same character of material as other portions of the work without an increase in the Contract Sum.

2.1.3 The Bidding Documents are written to convey the requirements and intent of the Project and shall be used in conjunction with all other documents on the Project. In no case shall a discrepancy between documents relieve the Trade Contractor from the responsibility of providing a high quality product.

2.1.4 The Bidder further understands that the Bid Documents are graphic instruments in which not

every item is detailed, shown, and/or specified. The Bidder agrees that they have included all items and work necessary for a complete, functional, aesthetic, and properly operational facility. The Bidder shall not include allowances for any item or work.

2.1.5 Complete sets of documents shall be used in preparing bids. Neither the Owner, Construction Manager, nor Architect/Engineer assumes any responsibility for errors or misinterpretations resulting from the issue or use of incomplete sets of documents.

2.2 BIDDING PROCEDURES

2.2.1 Bids shall be submitted on Forms included with the Bidding Documents.

2.2.2 Bid forms, and other documents required, are to be submitted to:

Lieutenant Deborah Bazan, Project Executive
San Mateo County Sheriff's Office
Correctional Facility Planning Unit
1402 Maple Street
Redwood City, CA 94063

2.2.3 Unless otherwise provided in any supplement to these Instructions to Bidders, no Bidder shall modify, withdraw, or cancel his bid or any part thereof for one hundred twenty (120) calendar days after the time designated for the receipt of the bids.

2.2.4 The bidder acknowledges the right of San Mateo County to reject any and all bids and to waive any informality or irregularity in any bid received, or to negotiate contract terms with the various Bidders, when such is deemed by San Mateo County to be in their best interest. San Mateo County reserves the right to have full audit rights including but not limited to: Vendor purchase orders, Certified Payroll, General Conditions, and material costs.

2.2.5 SUBSTITUTIONS

2.2.5.1 The Bidding Documents may contain names of manufacturers, manufacturers' nomenclature, and descriptions of materials, which constitute proprietary specifications. Any other materials and equipment including "or equal" items are substitutions. Should any users of these documents have knowledge of other material, which reasonably should be considered, they are invited and encouraged to submit **separate options to their bids on Section 3.1 of the Bid Form, NOT as part of your BASE BID.** Please make sure vendors know these requirements.

2.2.5.2 Bidders are required to include all costs incurred by the proposed substitution, including costs incurred in work of other trades and engineering and/or redesign costs if required.

2.2.5.3 Substitution submittal must include substantiating data adequate for preliminary evaluation of proposed substitutes, and must accompany the Bid Proposal. Submittal should include warranty, as required by the General Conditions, and a complete direct comparison of data of the proposed item to specification requirements including paragraph-by-paragraph comparison of specific technical requirements or performance criteria. Knowledge and experience of applicator (i.e. experience, organization, reference, projects, dates, etc.) should also be included. Additional data, samples, etc., may be requested if required by Architect or Sundt Layton.

2.2.5.4 The burden of proof to merit substitution is upon Bidder and subject to provisions of the General

Conditions of the Contract. It is the sole responsibility of submitter to establish content of submittal data, samples, etc.

2.2.5.5 Inadequate warranty, vagueness of submittal, failure to meet Project requirements of substitution or insufficient data may be cause for disapproval. San Mateo County, Sundt Layton or HOK's decision of approval or rejection of requested substitution is final.

2.3 BIDDING REQUIREMENTS

2.3.1 Each Bidder shall examine Bidding Documents carefully. Any interpretation or correction will be issued in a Bid Clarification. Prior to the receipt of bids, Bid Clarifications will be available for review at all Contract Document sources. Only a written interpretation or correction Bid Clarification, Addendum shall be binding. No Bidder shall rely upon any interpretation or correction given by oral statements or any other method.

2.3.2 All Trade Contracts and Purchase Orders will be issued and executed on San Mateo County forms and assigned to Sundt Layton. Refer to Document 0005 and 0005.1 to review a copy of the trade contract. **No qualifications to standard language will be accepted after bid time**.

2.3.3 It is the policy of Sundt Layton to joint check Trade Contractors, subcontractors and vendors who have filed a preliminary notice.

2.3.4 Each Bidder, represents he has visited the site and familiarized himself with the local conditions under which the work is to be performed. Trade Contractors will not be given extra payments for conditions, which can be determined by examining the site and documents. The successful Trade Contractors and Vendors also shall stay current with the changing conditions of the job site prior to their work start or material deliveries.

2.4 CONTRACTOR PREQUALIFICATION

2.4.1 Each bidding Trade Contractor is required to have been previously prequalified prior to submission of a bid proposal. If prospective bidders have not been prequalified, bid proposals will be returned to bidders unopened.

SECTION 3
PROJECT REQUIREMENTS AND PROCEDURES

3.1 STATEMENT OF WORK

3.1.1 Each Trade Contractor and Vendor shall cooperate with the Construction Manager, Sundt Layton A Joint Venture and all other Trade Contractors and Vendors to insure that the work of the Project will be prosecuted harmoniously, orderly, and in proper sequence without causing undue interference or delay in the work of any other Trade Contractor or Vendor. Each Trade Contractor and Vendor shall acquaint himself with the work of the other trades whose activities will adjoin or be affected by his work. Each Trade Contractor and Vendor shall consult with other Trade Contractor's and Vendor's and study their Shop Drawings (available from the Construction Manager) in order to coordinate their efforts toward avoiding mistakes, omissions, disputes or delays. Each trade shall afford other trades every reasonable opportunity of installation of their work and for storage of their materials. No compensation will be allowed for Trade Contractor or Vendor's failure to coordinate the work. Removal of in-place work, modification of, and reinstallation will be at the Trade Contractor's own expense. Modification or re-

manufacture of Vendor material due to errors caused by lack of coordination or cooperation shall be at the Vendor's own expense.

3.1.2 The Construction Manager shall be the prime coordinator of the Work of the Project and, as such, shall be responsible for the scheduling and general management of the Work and shall have full directing and coordinating authority over Trade Contractors and Vendors in matters concerned with orderly and timely execution of work.

3.1.3 Trade Contractors shall direct all communications concerning the Trade Contractor's work to the Construction Manager's Project Manager or Project Superintendent, as applicable. In no case shall communications be made directly to the Owner or Architects/Engineers or others unless specifically directed by the Construction Manager. Any questions/clarifications to the Contract Documents requiring response shall be made in writing using the Construction Manager's "Request for Information."

3.1.4 Location of hidden supports, pipes, ducts, conduit, panels, equipment, fixtures, etc., shall be adjusted to accommodate interferences encountered. If required, the Construction Manager shall determine the exact rerouting and location of specific items prior to fabrication. When applicable, Trade Contractor shall provide layout, reinforcement, sleeving, coring, and block-outs for all penetrations required for this Trade Contractor's work. Trade Contractor shall seal all penetrations in accordance with sound ratings, fire ratings, air tightness, and water-tightness of the area penetrated.

3.1.5 Right-of-Way: Lines, which are required to pitch, shall have the right-of-way over those, which do not pitch. Lines whose elevations cannot be changed shall have the right-of-way over lines whose elevations can be changed. Priority in space allocation shall be as follows in decreasing order of authority:

1) Architectural features (exposed portions).
2) Electrical lights, electrical panels, drain piping.
3) Major structural support components.
4) Duct work.
5) Heating/Refrigeration water piping.
6) Hot, cold water piping.
7) Fire protection systems after obtaining approval of State and local Fire Marshals, and Insurance Authority have jurisdiction over Owner's fire protection systems.

3.1.6 Coordination With Other's Work:

1) Offsets, transitions, and changes in direction in pipes and ducts shall be made, as required, to maintain proper head room and pitch of sloping lines whether or not indicated on the drawings. The Trade Contractor shall furnish and install all items as required to affect these offsets, transitions, and changes in direction.
2) Prior to commencing work, Trade Contractor shall confirm the location of all existing utilities that occur within the vicinity of the new construction to be installed by this Trade Contractor. Trade Contractor agrees to protect any and all existing adjacent utilities, their finish surface, appurtenances, and shall be responsible for repair of any damage caused by Trade Contractor during performance of this scope of work.

3.1.7 Project Site Requirements:

1) Trade Contractor shall provide all vehicle traffic control and pedestrian control as required for the performance of Trade Contractor's work.
2) Parking on the site will be limited to areas designated by Construction Manager. Parking availability cannot be guaranteed. Contractor shall be solely responsible for his own parking and the parking of his suppliers. Trade Contractor shall take all necessary precautions to protect

existing buildings, facilities, utilities, properties, structures, and work in progress from damage arising from the performance of this Trade Contractor's work. Trade Contractor shall be responsible for all associated costs resulting from damages caused by the Trade Contractor and pursuant to the Trade Contract Agreement or Purchase Order Agreement, to correct the situation.

3) Trade Contractor shall provide all drinking water, ice, and cups for his own employees and that of his suppliers.
4) Trade Contractor shall cooperate with Construction Manager and other Trade Contractors to coordinate all space requirements required by the Trade Contractor's equipment and material storage. Trade Contractor shall relocate or move stored materials or equipment without additional expense if required by the Construction Manager. Trade Contractor trailers, materials, and/or storage containers shall be located only in areas designated by Construction Manager.
5) Trade Contractor shall submit daily "Trade Contractor's Daily Reports" on Construction Manager's form no later than 9:00 a.m. each morning indicating the number of personnel working on the Project site the previous day along with a description of activities and equipment used the previous day during the performance of the Work. Trade Contractor shall indicate the progress of the previous day's activities including any and all shortages of material, schedule problems/progress and progress of activities indicated for that day.
6) Trade Contractor shall provide all scaffolding, staging, bracing, shoring, work platforms, and fall protection necessary for Trade Contractor's own Scope of Work, including engineered drawings and permits, if required.
7) There will be no Trade Contractor specific signage allowed on site.

3.1.8 Trade Contractor shall at all times during the performance of his work have an authorized representative at the jobsite who is capable of communicating fluently in English with Construction Manager's Superintendent, can receive orders, has full authority to make decisions regarding the Work to be performed hereunder, and who has complete responsibility for the Work insofar as the Trade Contract Agreement is concerned. The name of this authorized representative and a 24-hour emergency telephone number shall be submitted to Construction Manager prior to commencement of Trade Contractor's work. Trade Contractor's authorized representative shall attend weekly safety/coordination meetings as directed by Construction Manager. The authorized representative may not change without Construction Manager's prior written approval. Any personnel determined by Sundt Layton or San Mateo County, not to be qualified and/or to be performing substandard work, shall be removed from the Project and replaced with qualified individuals, capable of performing the work in a clean, professional, and high quality manner.

3.1.9 Supervisory personnel will be required to:

1) Attend weekly Trade Contractor's coordination meetings beginning two week in advance of their scheduled work start, and continuing while working on the Project,
2) Make themselves aware of the entire Project, all the work and how their work ties in with the entire Project,
3) Plan ahead with their work and material and equipment deliveries to allow the smooth flow of construction activities,
4) review plans and specifications continuously for discrepancies and/or conflicts with other trade's work,
5) Be willing and capable of making adjustments in their work flow to accommodate changes and resolve problems,
6) Ensure timely construction and completion of individual work items from area preparation to area clean up for the next activity, ensure proper installation of materials per plans and specifications, manufacturer's instructions, and industry/association standards,
7) In a clean professional manner, coordinate and cooperate with all other trades to make for the

best Project flow and quality.

3.1.10 It is the Trade Contractor's and Vendor's responsibility to conduct operations in a safe and workmanlike manner. All Federal and State Safety regulations will be strictly followed. In addition, each Trade Contractor will hold a weekly "Toolbox" safety meeting. The Trade Contractor or Vendor shall comply with the Sundt Layton's Safety Policy for the Project. Reference document 0009.

3.1.11 Visitors to the site must check-in and be accompanied at all times by the respective Trade Contractor's personnel. Not withstanding the above, it is the Trade Contractor's responsibility to furnish any security it deems necessary to protect their equipment and material located on the Project.

3.1.12 Failure to comply with the aforementioned shall constitute a failure to perform and Trade Contractor shall be subject to the Provisions continued within the Trade Contract Agreement.

3.1.13 Comply with the Sundt Layton Quality Management Program. Reference document 0008.

3.2 SCOPE OF WORK

Reference document 00017 Bid Packages Scope Directives for details of scope of work for each Trade Contractor.

General Notes and Clarifications that apply to all bid packages:

1) CONSTRUCTION PARKING IS LIMITED TO THE LIMITED STAGING AREA ACROSS THE FROM THE JOBSITE AT 1402 Maple Street, Redwood City, CA 94063.
2) All equipment and materials is to be delivered and stored on movable carts or other means that has wheels where others can easily move staged or stored items within the building.
3) Work hours for this Project are five (5) eight hour days Monday thru Friday 7am to 4pm.
4) All employees of all Trade Contractors and subcontractors must attend a 30 minute orientation training prior to start of work. Refer to document 0009 for further clarification.

3.2.1 The following facilities are to be provided and maintained throughout the duration of the Project by the appropriate Trade Contractors or Firms:

1) TEMPORARY WATER: The Plumbing Contractor will be responsible for installing, and maintaining the temporary water for the entire Project site including water meter. Refer to scope directive for further clarification on scope of temporary water services. Costs for water usage will be paid for by Sundt Layton.
2) TEMPORARY ELECTRIC POWER: The Electrical Contractor will be responsible for installing and maintaining the temporary power for the entire Project site. The Electrical Contractor will extend temporary electrical from 1402 Maple Street Construction Yard to Project site. See site logistics plan document 009 for location.
3) STORAGE SHEDS: Trade Contractors shall provide, maintain, and remove when directed, suitable, substantial, watertight storage sheds where directed by Construction Manager. Protect materials, which could be damaged by weather. Storage sheds shall be of sufficient size to hold materials required on site at one time, and shall have floors on heavy skids or wheels. Storage sheds shall be stored across the street from the jobsite at 1402 Maple Street, Redwood City, CA. There is limited storage space so priorities will be made for Trade Contractor's with long term storage needs.
4) SITE ENTRANCES AND FENCE BOUNDARIES: Site fences are existing and shall be repaired when damaged by the responsible Trade Contractor(s). Construction Manager shall enforce site entrance use by Trade Contractors and workmen.
5) PROJECT CLEAN UP: Each respective Trade Contractor shall include in their bid the cost for continuous clean up. Each trade contractor is required to broom sweep the entire area using wax

based clean sweep product at a minimum daily basis or as directed by Sundt Layton. Sundt Layton (or an assigned Trade Contractor as noted in bid package scope directives. Reference document 0017) will provide debris boxes as required to provide a clean work place.

6) SAFETY: All trades are responsible for the design erection and maintenance of OSHA safety standards during the construction of the Project. In addition, all trades will provide perimeter railings, scaffolds, and high reach equipment, as the job requires. Reference document 009 Safety Program for more information.
7) SANITARY FACILITIES: Sundt Layton (or an assigned Trade Contractor as noted in bid package scope directives. Reference document 0017) will provide chemical toilets for use on the Project.
8) INTERNET SERVICES: Each trade contractor is responsible for providing their own internet services.
9) PHONE AND FAX SERVICES: Sundt Layton will not be providing any phones to the Trade Contractor's trailers. Trade Contractor's may utilize the phones located within Sundt Layton's trailer. Sundt Layton will NOT be providing fax services.

3.3 SUBMITTALS / RECORD DRAWINGS

3.3.1 During the course of construction, drawings indicating locations, sizes, and nature of concealed items such as; structural elements, accessories, equipment, devices, plumbing lines, valves, mechanical equipment, electrical lines/equipment, and the like shall be submitted and updated from time to time to Sundt Layton.

3.3.2 Trade Contractor shall maintain a set of up-to-date "record" drawings on site at all times. Upon completion of the work and prior to release of retention, the Trade Contractor shall submit a set of "record" drawings locating, by dimension and elevation, all concealed work. If "record" drawings are found to be in error, Trade Contractor agrees to locate and expose concealed work, bear all cost to correct "record" drawings and restore said areas to an acceptable condition as required by Construction Manager.

3.3.3 Sundt Layton reserves the right to withhold any or all monthly progress payments if improper, inadequate or lack of record drawings are submitted for review.

3.3.4 Submittals are to be submitted electronically to Sundt Layton within the first 90 days of the Project. The submittals are to be submitted in pdf format, bookmarked by sub-section, labeled and include identifying marks within the submittal to indicate the product to which is being submitted.

3.4 SCHEDULES

3.4.1 Successful Bidders shall submit a procurement schedule within ten (10) days after award of the Contract.

3.4.2 Working time at the job site shall be Monday through Friday with eight-hour days starting time 7am to 4pm. All Trade Contractors are to perform their work within these time frames. Trade Contractors are to have sufficient forces on the job to perform the work within the normal time frames in order to maintain the Project schedule.

3.4.3 Sundt Layton recognizes Saturdays as straight time make-up days if loss of a normal workday occurs during the normal workweek.

3.4.4 The following holidays will be recognized on this Project and no work shall be performed on these days

unless at the discretion of Sundt Layton:

President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Thanksgiving Friday
Christmas Eve
Christmas Day
New Years Day
And Other Union Holiday's
not listed above.

3.4.5 Material Vendors supplying products directly to Sundt Layton are to ship F.O.B. jobsite. Delivery hours are 7:00 a.m. to 2:00 p.m., Monday through Thursday or as adjusted by Sundt Layton. Twenty-four (24) hours advance notice by telephone to the jobsite Project Superintendent is required to avoid delays in unloading. Unloading of materials is the responsibility of each Trade Contractor.

3.5 PROJECT CLOSEOUT

3.5.1 During the course of construction, drawings indicating locations, sizes and nature of concealed items such as structural elements, accessories, equipment, devices, plumbing lines, valves, mechanical equipment, electrical lines/equipment, and the like shall be submitted and updated monthly to Sundt Layton. Final as-built conditions shall be recorded on the record set of reproducible documents provided by the Architect and distributed by Sundt Layton. Sundt Layton reserves the right to withhold any or all monthly progress payments if improper, inadequate, or no monthly as-built drawings are submitted for review.

Final closeout requirements of record drawings, Operations and Maintenance manuals, warranties, spare parts, extra material, etc. shall be submitted to Sundt Layton in appropriate time for proper Project closeout.

Record drawings shall be submitted a minimum of four weeks prior to scheduled date of substantial completion for Sundt Layton and Owner review. Final record drawings shall be submitted on date of final completion or prior if at the Owner's request.

O&M manuals shall be submitted for review a minimum of one month prior to scheduled date of substantial completion or equipment start-up whichever comes first. Three (3) original copies of final accepted O&M manuals shall be submitted on the scheduled date of substantial completion. Warranties shall be submitted for review a minimum of one month prior to scheduled date of substantial completion and shall be written with the words "date of substantial completion" in the line(s) where a date of warranty start is called for. Final approved warranties shall be submitted no later than one week after date of substantial completion. Spare parts, maintenance tools, and/or extra material shall be delivered no later than the date of substantial completion or earlier if requested by the Owner. Owner signed receipts for extra parts, tools, and materials shall be included with the closeout documents.

Failure to meet any of these requirements or dates shall give Sundt Layton grounds to withhold all funds due at the time (current monthly payments and retention) until such time all closeout

requirements are met.

3.6 LIQUIDATED DAMAGES

3.6.1 Liquidated damages shall be in the amount of **$35,000.00** per day for each calendar day for any Trade Contractor and/or Vendor caused delay to the critical path of the schedule. Should the Trade Contractor default, as defined in the contract documents, Trade Contractor shall be liable for any and all losses/damages including liquidated damages.

SECTION 4
INSURANCE

4.1 Refer to Document 0011 for insurance requirements.

END OF SECTION

0004 COST PROPOSAL FORM

1.1 Each Prospective Bidder is to provide a copy of their detailed cost estimate.

1.2 In addition, Prospective Bidders are to fill out assembled costs for the items listed below. The list below is a minimum list of line items that is to be included in the cost proposal. Bidders may add to the list, but may not delete any items from their cost proposal.

A. If an item listed below is not included in the Prospective Bidders' cost proposal, the bidder is to show the line item on the cost proposal and indicate in the cost portion of the proposal "not included."

B. Each item listed below is to include quantity, unit measure, unit cost and total cost.

C. A copy of an example excel spreadsheet may be requested from the Construction Manager for use by Prospective Bidders.

1.3 PLUMBING BREAKDOWN

A. Plumbing Fixtures
   1. Water closets Commercial and Correctional
   2. Urinals
   3. Lavatories Commercial and Correctional
   4. Sinks Commercial and Correctional
   5. Showers Commercial and Correctional
   6. Drinking fountains and coolers
   7. Janitor / Laundry Sinks
   8. Other Fixtures

B. Domestic Water Distribution
   1. Domestic Cold Water Piping
   2. Domestic Hot Water Piping
   3. Domestic Hot Water Generation Equipment
   4. Plumbing Insulation

C. Sanitary waste
   1. Waste Underground Piping
   2. Waste and Vent Aboveground Piping
   3. Grease / Oil Interceptors
   4. Sewage Ejectors

D. Rainwater drainage
   1. Storm Drain Piping within building and 5ft outside of building.

E. Other plumbing systems
   1. Compressed air systems
   2. Fuel Oil System
   3. Natural gas
   4. Oxygen
   5. Vacuum systems
   6. Acid waste

F. Design Services

1.4 HVAC BREAKDOWN

A. Heat generation
1. Chillers
2. Towers incl. Chemical Treatment
3. Boilers
4. Pumps
5. AHUs
6. Hydronic Specialties - A S/ET
7. Exhaust Fans
8. AC Unit Split Systems

B. HVAC distribution
1. Duct SA/RA Distribution
2. Air Terminal Units – VAVs
3. Air Outlets – GRD's and Louvers
4. Hydronic Hot Water piping Distribution and hook-ups
5. Chilled water piping distribution and hook-ups
6. Emergency generator exhaust
7. Grease Exhaust System
8. Other Exhaust Systems
9. Chilled Beams
10. Radiant Panels

C. HVAC Piping and Duct Insulation

D. Equipment Rigging

E. Seismic Design and Installation

F. Design Services

1.5 FIRE ALARM BREAKDOWN

A. Fire Alarm System

B. Design Services

1.6 ELECTRICAL BREAKDOWN

A. Service and distribution
1. Main transformers
2. Secondary transformers
3. Main switchboards
4. Interior distribution transformers
5. Branch circuit panelboards
6. Enclosed circuit breakers
7. Motor control centers
8. Wiring devices
9. Power branch circuits
10. Feeders
11. Medium voltage gear
12. Low voltage switchgear
13. Motor Control
14. Grounding

B. Lighting and branch wiring

1. Branch wiring
2. Interior light fixtures
3. Exterior building light fixtures
4. Lighting Control System
5. Inverters

G. Site Electrical
1. Lighting fixtures
2. Cathodic Protection

H. Other Electrical Systems
1. Generator System
2. Lighting Protection System
3. UPS's
4. Battery Power System
5. Electromagnetic Shielding
6. Unit Power Conditioners
7. Power Generation

I. Communication, Security, Controls and Low Voltage INFRASTRUCTURE ONLY
1. Detection and fire alarms
2. Security access and surveillance
3. Clock and program systems
4. Voice and data systems
5. Public address and music systems
6. Television
7. Controls
8. Communication
9. Other low voltage systems

J. Design Services

1.7 CONTROLS BREAKDOWN

A. HVAC instrumentation and controls
1. Energy management and conservation systems
2. Instruments and controls
3. HVAC sequences of operation
4. Gas purging
5. Other HVAC instrumentation and controls

B. Design Services

1.8 FIRE SPRINKLER BREAKDOWN

A. Sprinklers
1. Wet pipe
2. Dry pipe
3. Combination dry and pre action
4. Deluge

B. Standpipe
1. Temporary standpipes
2. Fire protection standpipes

C. Fire protection specialties

1. Extinguishers and cabinets
2. Blankets and cabinets
3. Wheeled extinguisher units
4. Foam
5. Carbon dioxide
6. Clean agent
7. Dry chemical

D. Design Services

1.9 DETENTION EQUIPMENT BREAKDOWN

A. Detention Equipment

1. See document 0017 for list of Detention Equipment.

B. Design Services

1.10 SECURITY BREAKDOWN

A. Security Systems

1. See document 0017 for list of Security Systems.

B. Design Services

END OF SECTION

Design Build Trade Contract Agreement
Between Owner and Trade Contractor

This Trade Contract (**"Trade Contract"**) is entered into as of **[insert date]**, 2012 (**"Effective Date"**) by and between:

The Owner (**"Owner"**):
County of San Mateo
San Mateo County Sheriff's Office
Jail Planning Unit
1402 Maple Street
Redwood City, CA 94063

AND

Trade Contractor (**"Trade Contractor"**):
[Enter Legal Name of Trade Contractor]
[Enter Address]
[Enter City/State/Zip]
Lic. No. [Enter License No.]

The Project is the San Mateo County Replacement Correctional Facility (**"Project"**).

The Construction Manager (**"Construction Manager"**) is:
Sundt/Layton
2860 Gateway Oaks Drive, Suite 300
Sacramento, CA 95833

The Architect (**"Architect"**) is:
HOK
One Bush Street, Suite 200,
San Francisco, CA 94104

The Owner and Trade Contractor agree as set forth below.

1. PROJECT DESCRIPTION

1.1 Project. The Project consists of the construction of a replacement correctional facility located on an approximately 5.09-acre site within Redwood City, CA. The Project will initially house 576 beds (including 88 non-secure transitional beds) with future expansion to 832 beds.

1.2 Project Delivery Method. The Owner will contract directly with multiple trade contractors performing construction work on the Project and upon entering into each Trade Contract, will assign each Trade Contract to the Construction Manager. The Project is being managed by the Construction Manager, who is in direct contract with the Owner.

1.3 Definitions. All defined terms will be capitalized throughout the Trade Contract. The definitions for this Trade Contract appear in alphabetical order in document 0014 to this Agreement and may also be set forth in quotations the first time the term is used for convenience.

2. THE WORK

2.1 Work. The Trade Contractor will provide design services, all labor, materials, equipment, tools, transportation, insurance and services to [insert description] (the **"Work"**) in strict accordance with the **"Contract Documents"** as defined in Article 3.

1.1.1 Instructions to Bidders Manual

2.1.1 Contract Specifications – See Exhibit A.

2.1.2 Drawings – See Exhibit B.

2.1.3 Geo Technical Report – See Exhibit C.

2.1.4 Project Labor Agreement - See Exhibit D.

2.2 Performance of the Work. Trade Contractor shall furnish and pay for all: (1) labor; (2) materials; (3) equipment; (4) supplies; (5) tools; (6) taxes; (7) machinery; (8) utilities; (9) temporary facilities; (10) transportation; (11) dust suppression and abatement; (12) applicable permits, if any; any and all other services and items reasonably inferable from the Contract Documents that are required for the proper execution and completion of the Work. Trade Contractor shall perform the Work in accordance with the drawings, the specifications, and the approved Project Master Schedule as further addressed herein.

2.2.1 Trade Contractor will use commercially reasonable efforts to incorporate products and materials made in America into the Work.

2.3 Standard of Care. The Trade Contractor will perform the Design Services in a timely and professional manner consistent with the degree of care and skill customarily exercised by California licensed design professionals designing jail facilities in California that are of similar nature, scope, size and complexity. The Trade Contractor will supervise and direct the Work using the Trade Contractor's best skill and attention and all Work will be performed in a timely workman-like manner consistent with the degree of care and skill customarily exercised by California State licensed contractors experienced in constructing jail facilities in California that are of similar nature, scope, size and complexity.

2.4 Design Professionals

2.4.1 **.**The Trade Contractor will cause all professional services for the Design Services to be performed by appropriately California State licensed professional engineers or architects qualified for their Project duties. Those portions of the Work that Trade Contractor does not customarily perform with its own personnel will be performed by subconsultants under written subcontract and subject to Owner's approval, which will not be unreasonably withheld. If the Trade Contractor engages others to perform professional services for the Project, the Trade Contractor must cause Owner and Construction Manager to be named as third party beneficiaries through written contract, with full rights against the party providing the services if such services fail to satisfy the standard of care in Section 2.3.

2.4.2 Each agreement with a subconsultant must include the following provisions:

2.4.2.1 the standard of care set forth in Section 2.3;

2.4.2.2 the provisions of Article 16 regarding books and records;

2.4.2.3 a provision assigning the consulting agreement to Owner if Trade Contractor is terminated, effective upon notice from Owner to the subconsultant that it is taking assignment of the consulting agreement;

2.4.2.4 insurance requirements consistent with this Agreement;

2.4.2.5 an indemnification that indemnifies the Indemnified Parties against any and all loss, injury, claims, actions, proceedings, liability, damages, fines, penalties, cost and expenses, including legal fees and disbursements, to the extent caused by the negligent acts or omissions, breach of contract or willful misconduct of the subconsultant or those for whom it is responsible; and

2.4.2.6 a provision that binds the subconsultant to the dispute resolution procedures set forth in Article 17.

2.5 Provided Design Information. Owner does not warrant the accuracy or completeness of any design information it provides to the Trade Contractor. However, the Trade Contractor will be entitled to rely upon the accuracy and completeness of any design information provided by the Owner to the Trade Contractor for use or information regarding the Project, provided that the Trade Contractor must review all such information with the due care expected of a design professional relying on the work of another for any errors, inconsistencies, inaccuracies, or incompleteness, and will promptly inform the Owner upon discovery of any of such problems.

2.6 Means and Methods. The Trade Contractor is solely responsible for all construction means, methods, techniques, sequences, and procedures and for safety precautions and programs in connection with the Work. The Trade Contractor expressly acknowledges that the Construction Manager is not responsible for the Trade Contractor's Work and does not have any control over or charge of the performance of the Work. The Trade Contractor is entirely responsible for the acts and omissions of its agents or employees, **"Subcontractors,"** suppliers, any of their agents or employees, or any other persons performing any of the Work on behalf of the Trade Contractor and agrees that the Owner, Construction Manager and Architect are not responsible for its acts or omissions or the acts or omissions of those for whom it is responsible. The Trade Contractor acknowledges and agrees that neither Construction Manager nor the Architect is responsible for any failure of Trade Contractor to carry out the Work in strict accordance with the Contract Documents.

2.7 Subcontracts and Purchase Orders. Those portions of the Work that Trade Contractor does not customarily perform with its own personnel will be performed by a Subcontractor under written Subcontract. The term Subcontractor includes subcontractors of any tier. All Subcontracts must include the Contract Documents and bind the Subcontractor to the Trade Contractor to the same extent as the Trade Contractor is bound to the Owner under this Trade Contract. Any Subcontractors used or employed by the Trade Contractor must possess the appropriate California state licenses and certifications required for performance of the Work and carry out their Work using the same degree of skill and care established in Section The

Subcontractor and its employees are obligated to carry out their Work in strict accordance with the Contract Documents. All purchase orders must be in writing.

2.7.1 Trade Contractor is responsible for the acts and omissions of its Subcontractors and of persons or entities either directly or indirectly employed by its Subcontractors. Nothing contained in this Trade Contract creates a contractual relationship between the Owner and Subcontractor.

2.7.2 **Subletting and Subcontracting Fair Practices Act**. Trade Contractor must comply with all requirements of the Subletting and Subcontracting Fair Practices Act commencing with Public Contract Code section 4100, et seq.

2.7.2.1 The Trade Contractor must include the name and location of business for each Subcontractor who will perform a portion of the Work, if the Subcontractor's portion of the Work is in excess of 1/2 of 1% of the Trade Contractor's bid or $10,000, whichever is greater, at the time of bid or within 24 hours after the deadline for the bid in accordance with Public Contract Code section 4104.

2.7.2.2 The Trade Contractor will list only 1 Subcontractor for each portion of the Work.

2.7.2.3 If the Trade Contractor fails to specify a Subcontractor as required under Section 4100, et seq., the Trade Contractor agrees that it is fully qualified and capable of performing that portion of the Work itself and that Trade Contractor will perform that portion of the Work itself on this Project.

2.7.2.4 Trade Contractor may not substitute a Subcontractor in place of its listed Subcontractor unless it can demonstrate one of the conditions or situations set forth in Public Contract Code section 4107.

2.7.2.5 Violation of the Subletting and Subcontracting Fair Practice Act are grounds for cancellation of the Trade Contract or penalty under Public Contract Code section 4110 and disciplinary actions under Section 4111.

2.7.3 **Preliminary 20 Day Notice.** Trade Contractor will, within 5 business days of receipt, forward to Construction Manager and Owner, all 20 Day Preliminary Notices (Civil Code sections 3098, 3183 and 3252) served on it by any person or entity entitled to assert a payment bond or stop notice claim. Trade Contractor will maintain a written record of all 20 Day Preliminary Notices received by it including the manner of receipt, date of receipt, and name and address of person or entity serving the 20 Day Preliminary Notice.

3. CONTRACT DOCUMENTS

3.1 Contract Documents. The Trade Contractor's Contract Documents (**"Contract Documents"**) include this Trade Contract, and all Exhibits, the **"Construction Documents,"** and all subsequent contract modifications issued after execution of this Trade Contract such as amendments and **"Change Orders."** The Contract Documents referred to in this Trade Contract are incorporated by reference as though set forth in full.

3.2 Precedence. The Contract Documents are intended to be fully cooperative and complementary. Trade Contractor will promptly notify Construction Manager in writing through a

request for clarification or information if it notices any conflict between or among Contract Documents. If there is a conflict between or among the various Contract Documents, the most stringent requirement or highest standard will govern unless the Architect's and/or Construction Manager's response to the request for clarification or information dictates otherwise.

3.3 Acknowledgement. The Trade Contractor acknowledges it has carefully examined and understands this Trade Contract and the other Contract Documents; has investigated the nature, locality and site of the Project and the conditions and difficulties under which the Work is to be performed, and enters into this Trade Contract on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of the Owner, Construction Manager, Architect, or any of their respective officers, agents, servants, or employees.

4. RELATIONSHIPS OF THE PARTIES

4.1 Trade Contractor and Owner. The Trade Contractor's relationship with the Owner is that of an independent contractor whose involvement in the Project is to act solely in the capacity of a California licensed contractor and not as an agent, fiduciary, partner, member of, subsidiary of, or otherwise affiliated with the Owner. The Trade Contractor agrees to cooperate and collaborate with the Owner, the Construction Manager and the Architect, and to exercise the Trade Contractor's best skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in the most expeditious and economical manner consistent with the Owner's best interests. The Owner agrees to timely furnish and approve all information required by the Contract Documents and to make timely payments to the Trade Contractor in accordance with the requirements of the Contract Documents.

4.2 Assignment of Trade Contract to Construction Manager. Trade Contractor expressly acknowledges that Owner has the right in its sole discretion to assign this Trade Contract to Construction Manager, or any entity that might succeed or replace Construction Manager. Trade Contractor hereby consents to any such assignment of this Trade Contract.

4.2.1 In the event of such an assignment, all references in this Trade Contract to Owner shall be read to be references to the Construction Manager, References to Construction Manager shall continue to be read as references to Construction Manager even after assignment. Further, in the event of an assignment, Construction Manager will assume all of the powers, obligations, rights and privileges granted to Owner in this Trade Contract and will retain all of the powers, rights, obligations, and privileges granted to Construction Manager.

5. APPLICABLE LAWS.

4.3 The Trade Contractor agrees to comply with all federal, state, municipal and local laws, ordinances, rules, regulations, building codes and standards, orders, notices and requirements applicable to its Work on the Project. The Project must be designed to be capable of complying with all Applicable Laws and the Design Standards and the Project's design must be based upon and incorporate design and engineering principles, materials and equipment that comply with Good Engineering and Construction Practices.

5. TRADE CONTRACTOR QUALIFICATIONS.

5.1 Licensing. The Trade Contractor warrants that it is authorized to do business in the State of California and is properly licensed by all necessary governmental, public and other authorities having jurisdiction over the Project for performance of the Work. If Trade Contractor is self-performing Design Services, Trade Contractor warrants that it is authorized to do business in the State of California and is properly licensed by all necessary Governmental Agencies having jurisdiction over the Project for performance of the Design Services. 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 shall 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, CA 95826.

5.2 Site Investigation. The Trade Contractor represents that it has visited the Project site, has reviewed and analyzed the criteria design package, as well as any other documentation provided by the Owner such as geotechnical data, hazardous material surveys, and the Owner's existing drawings, and is familiar with the local conditions under which the Work is to be performed. The Trade Contractor will cooperate with the Construction Manager in conducting further investigation of the existing conditions, if required, with respect to all accessible space.

6. DESIGN AND CONSTRUCTION WORK

6.1 Design Phases.

6.1.1 Preliminary Design. During Preliminary Design, the Trade Contractor, in collaboration with the Owner and Architect will prepare the Final Design for the Owner’s approval. The Final Design must be consistent with the Project Criteria and Design Standards and reflect any revisions requested by the Owner that are consistent with the Project Criteria and Design Standards.

6.2 Notice to Proceed. The Construction Manager will issue a Notice to Proceed stating the date of commencement of the construction. Upon receipt of the Notice to Proceed, the Trade Contractor will procure all required payment and performance bonds pursuant to Section 14.4.

6.3 Permits and Fees. Trade Contractor will secure and pay for all CalOSHA permits and fees necessary for execution of the Work.

6.4 Representative. If required by the Construction Manager, the Trade Contractor will provide a qualified, on-site, Project representative who is authorized to receive orders, and make decisions regarding the Work. The Project representative may not be changed without Owner and Construction Manager’s written consent, which will not be unreasonably withheld.

6.4.1 The Trade Contractor’s authorized representative is: [**name**].

6.5 Field Supervision. If required by the Construction Manager, the Trade Contractor will provide a qualified superintendent or foreman at the site to receive orders and make day to day decisions regarding the Work and to properly supervise all employees, subcontractors and their agents and employees, and other persons performing any Work under the Trade Contract to ensure that the Work is carried out in accordance with the Contract Documents. Trade Contractor’s superintendent may not be changed without Owner’s and Construction Manager’s written consent, which will not be unreasonably withheld.

6.5.1 The Trade Contractor's Field Supervisor is: [**name**]

6.6 Communications. The Construction Manager and Trade Contractor will communicate directly. All Trade Contractor communications to or from the Owner or Architect will go through the Construction Manager. The Construction Manager will not communicate directly with Trade Contractor's subcontractors.

6.7 Collaboration. The Trade Contractor will work collaboratively with the Owner, Construction Manager, the Architect and its consultants, and all permitting and regulatory agencies, and other trade contractors in an effort to inform the design process and deliver best value to the Owner.

6.8 Coordination of the Work. All Work must be coordinated through the Construction Manager. Before starting each portion of the Work, the Trade Contractor will: (i) review and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Construction Manager and other trade contractors' Submittals that may affect proper installation of the Trade Contractor's Work; (ii) field measure existing conditions related to that portion of the Work; and (iii) observe any conditions at the site directly affecting that portion of the Work, reporting any improper conditions and defects to the Construction Manager. Errors, inconsistencies or omissions in the Construction Documents discovered by the Trade Contractor will be promptly reported to the Construction Manager as a request for information or clarification. The Construction Manager will have a reasonable amount of time to review any errors, inconsistencies, omissions or improper conditions and defects and have any improperly installed work remedied by the appropriate trade contractor.

6.9 Field Measurements. Notwithstanding the dimensions on the Construction Documents, it is the responsibility of the Trade Contractor to take field measurements to ensure the proper matching and fitting of its Work with existing conditions and the work of other trade contractors.

6.10 Layout and Protection. Trade Contractor is responsible for its own layout. Trade Contractor will preserve and protect all line and grade benchmarks and will not cause damage to other trade contractors' benchmarks or lay-out points. Any additional surveying or layout caused as a result of Trade Contractor's failure to take the necessary precautions to protect the data will be performed at Trade Contractor's own cost and expense.

6.11 Project Meetings. The Trade Contractor will attend all Project meetings as more particularly described in the Contract Specifications to discuss preconstruction, jobsite procedures, progress and scheduling, and to resolve any pending design or construction issues.

6.12 "Design Services" means that portion of the Work pertaining to the design of the Project.

6.13 "Design Standards" are those standards for design of the Project listed in Exhibit A.

6.14 "Final Design" means the conceptual design drawings and other documents consisting of a basic description of the design of the Project that reflects the definition of the needs associated with the Project and the Project Criteria, and states on a preliminary basis, where

applicable, the performance requirements or basic scope of the Project, taking into account the Design Standards.

6.15 "Project Criteria" means the criteria for design of the Project set forth in Exhibit X.

6.16 Materials and Equipment. All materials and equipment required under the Contract Documents will be new and of good quality. No substitutions will be accepted on this Project unless the specified materials or equipment have been discontinued or unless the Owner, after evaluation by the Construction Manager and Architect, has approved the substitution through written Change Order. Materials will be furnished in ample quantities and procured in time to ensure uninterrupted progress of the Work. All materials will be properly stored and protected as required by the Contract Documents and any loss or damage due to improper storage or protection will be borne by the Trade Contractor.

6.17 Site Logistics. The Trade Contractor will schedule and coordinate delivery and storage of equipment and materials and the sequencing of its Work with the Construction Manager's site logistics plan set forth in the Contract Specifications.

6.18 Storage of Materials and Equipment. Storage of equipment and materials will be coordinated through the Construction Manager and in accordance with the Contract Specifications. Trade Contractor will maintain its storage area and will keep its storage areas clean, safe and secure. Any materials or equipment stored offsite will be insured or stored in a bonded warehouse. The risk of loss will remain on the Trade Contractor for all materials and equipment stored off-site per Section 7.14.

6.19 Risk of Loss. All Work at the Project site, or in preparing or delivering materials or equipment to the Project site, is performed exclusively at the risk of the Trade Contractor until the completed Work is accepted by the Construction Manager and the Owner. Trade Contractor will be named as an additional insured on the Builder's Risk policy and, subject to the terms and conditions of that policy, may be insured for some or all of the risk of loss under this provision. Owner and Construction Manager make no representations or warranties regarding the scope or adequacy of the Builder's Risk coverage.

6.20 Submittals. The Trade Contractor will submit to the Architect through Construction Manager all **"Shop Drawings," "Product Data," "Samples"** and similar submittals (collectively referred to as **"Submittals"**) required by the Contract Documents with reasonable promptness and in such sequence to avoid delays in the Work or in the activities of the Owner, Construction Manager, or other trade contractors. The Trade Contractor will not submit any Submittal that is merely a tracing or copy of any of the Construction Documents. Each Submittal will be prepared by the Trade Contractor, a Subcontractor, or supplier of the Trade Contractor and will be submitted according to the Project specifications. Any Submittals that are not required by the Construction Documents may be returned by the Architect or Construction Manager without action.

6.20.1 By reviewing and transmitting a Submittal to the Architect through the Construction Manager, the Trade Contractor represents that it has coordinated the information contained within the Submittal with the existing field conditions, the Contract Documents, and requirements of the Work and other contiguous work. Submittals that are not marked as reviewed for compliance with the Contract Documents and approved by the Trade Contractor may be returned by the Architect without action. Trade Contractor should take into account that the Construction Manager will have a minimum of 7 business days to review Submittals before transmitting to the Architect for approval.

6.20.2 Upon return of any Submittal to the Trade Contractor from the Architect or Construction Manager, the Trade Contractor will make any correction required in accordance with the Contract Documents and, within 1 week or less, furnish corrected resubmissions to Construction Manager for further review and transmission to the Architect for approval. The Trade Contractor will not perform any of the Work for which the Contract Documents require a Submittal until the respective Submittal has been approved by the Architect. Upon receipt of approval from the Architect on a Submittal, the Trade Contractor will file a final corrected copy with the Construction Manager and furnish other copies as may be needed or requested by Construction Manager and/or Owner. If the Trade Contractor fails to timely submit or resubmit Submittals required to maintain the Project Schedule, the Trade Contractor will be liable for all costs, expenses, and damages resulting from the delays.

6.20.3 The Trade Contractor's submission of a Shop Drawing to the Architect through Construction Manager constitutes the Trade Contractor's representation, upon which the Owner, Architect, and Construction Manager may rely, that the Trade Contractor has reviewed the submission for accuracy and compliance with all Contract Documents, and that all original engineering, if required, has been performed by a qualified California State licensed professional engineer. Review of Shop Drawings by the Architect will not constitute an undertaking by the Architect to identify deficiencies in the Submittal.

6.21 Lean Requirements. The Construction Manager will develop, oversee and facilitate a lean construction management and communications plan in accordance with the techniques developed by the Lean Construction Institute. The principles and techniques will be referred to as **"Lean Construction**,**" "Lean Design"** or **"Lean."** The Trade Contractor represents that it will cooperate with the Owner, Construction Manager, Architect and other trade contractors in applying Lean Construction principles to its Work and the Project.

6.22 Safety. The Trade Contractor will comply with all provisions of Contract Documents regarding safety.. Trade Contractor's failure to familiarize itself with the applicable requirements of law, regulations, and the documents cited in this Section will not relieve Trade Contractor from fully complying with their contents. The Trade Contractor is required to attend all weekly safety meetings conducted by the Construction Manager. The Trade Contractor is solely responsible for safety at the Project site. The Construction Manager's management and coordination of the safety requirements does not extend to direct control over or charge of the acts or omissions of the Trade Contractor, its Subcontractors, agents or employees or any other person performing portions of the Work.

6.22.1 **Removal of Unit Workers.** Owner has the right, which right will not be unreasonably exercised, to require Trade Contractor to remove from the Work any person employed by Trade Contractor, including persons employed by its Subcontractors, who by misconduct, by failure to properly perform their duties, by failure to comply with site safety procedures, by failure to operate construction equipment in a safe manner or by failing to comply with Construction Manager's Drug and Alcohol Prevention Program are considered by Construction Manager or Owner to be unfit for further service on the Work.

6.22.2 **Unsafe or Hazardous Conditions**. The Trade Contractor will stop any part of the Work that the Construction Manager deems unsafe until corrective measures satisfactory to the Construction Manager as required in the Contract Specifications, and the Trade Contractor agrees that it will not have or make any claim for damages growing out of Work stoppages arising from unsafe conditions. If the Trade Contractor fails to take corrective measures, the Construction

Manager may do so at Trade Contractor's cost and expense, and the Owner may deduct the cost of the corrective measures from any payments due or to become due to the Trade Contractor. Failure on the part of the Construction Manager to stop unsafe practices does not relieve or diminish the Trade Contractor's safety responsibilities.

6.22.3 **Safety Laws**. The Trade Contractor will give notice and comply with all applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

6.22.4 **Signs.** The Trade Contractor will erect and maintain, as required by existing conditions and performance of the Trade Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.

6.22.5 **Emergency Action Plan**. Prior to mobilization, Trade Contractor shall provide Construction Manager with a site-specific Emergency Action Plan ("EAP")/Health and Safety Plan. The EAP shall include a list of Trade Contractor's key personnel. This list must provide after hours telephone numbers for all key personnel who may be contacted in an emergency. Trade Contractor shall keep its EAP current during performance of the Work.

6.23 Quality Control. Throughout the construction process, the Trade Contractor will comply with the Quality Assurance and Quality Control the requirements of the Contract Documents.

6.24 Cutting and Patching. Trade Contractor will be responsible for all cutting and patching required in the prosecution of the Work as further specified in the Contract Specifications. Trade Contractor will not damage or endanger a portion of the Work or partially or completed construction of other trade contractors' work by excavating, cutting, patching or otherwise altering the construction. The Trade Contractor will promptly notify the Construction Manager before cutting, patching or modifying any construction work.

6.25 Cleaning Up. Trade Contractor will perform its Work so as to maintain the site in a clean, safe and orderly condition. Trade Contractor will protect material, equipment, filters, ducts, plenums or other systems to avoid contamination with dust, moisture, solvents or construction debris. All clean-up will be in accordance with the Contract Specifications. Upon Completion of the Work, Trade Contractor will remove from the Project site all materials, temporary structures, debris and waste incident to its operation and clean all surfaces, fixtures, and equipment used in the performance of its Work.

6.26 Test and Inspections. Tests, inspections and approvals of portions of the Work required by the Trade Contract, the Contract Documents, or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction over the Project will be coordinated by the Trade Contractor with the Construction Manager. The Trade Contractor will coordinate with the Construction Manager and make arrangements for tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority.

6.26.1 **Payment.** The Trade Contractor will pay for all testing and inspection including the structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents, unless otherwise specified.

6.26.2 **Covered Work Prior to Inspection**. If a portion of the Work is covered contrary to the Construction Manager's request, or prior to inspection by the proper authorities specifically expressed in the Contract Documents, it will be uncovered for inspection and examination by the Construction Manager, Owner, Architect or other proper authorities and be replaced at the Trade Contractor's expense without change in the Trade Contractor's Contract Time.

6.26.3 **Final Inspections.** The Trade Contractor will coordinate the correction and Completion of the Work with the Construction Manager. Following issuance of a **"Certificate of Substantial Completion"** for the entire Project, or a designated portion of construction work, the Construction Manager will evaluate the Completion of the Work with the Trade Contractor and make recommendations to the Owner and Architect when the Trade Contractor's Work is ready for final inspection. The Construction Manager will conduct final inspections with Owner, the Trade Contractor, and Architect.

6.27 Non-Conforming Work and Correction. Within 24 hours' notice, the Trade Contractor will commence correction of the Work that is rejected by the Construction Manager, and/or Architect for failing to conform to the requirements of the Contract Documents, including Work destroyed or damaged construction (whether completed or partially completed) caused by the Trade Contractor's correction or removal of the non-conforming Work, whether discovered before or after Substantial Completion of the Project and whether or not fabricated, installed or completed. The Trade Contractor will bear all costs associated with correction of non-conforming Work.

6.28 Record Drawings and BIM. The Trade Contractor will maintain **"Record Drawings"** as required by the Contract Documents. Trade Contractor will take control of the structural model and maintain the as-built conditions in the model. Refer to document 0016 for further BIM requirements.

6.29 Building Commissioning. The Construction Manager will schedule and oversee the Trade Contractor's final testing and start-up of utilities, operational systems and equipment and assist the Owner with the building commissioning. All inspections and testing will be conducted by the Owner or by other governing authorities. During commissioning and before Final Completion, the Construction Manager will oversee Trade Contractor's operation, adjustment and balancing of all equipment, and training of Owner's employees in the correct operation and maintenance of equipment.

6.30 Punchlist. When the Trade Contractor considers its Work substantially complete it will notify the Construction Manager and the Construction Manager, in conjunction with the Architect and Trade Contractor, will prepare a list of incomplete or unsatisfactory items and a schedule for their completion. All punchlist work will be corrected in accordance with the Contract Specifications**.** The Construction Manager will schedule and monitor the progress of all punchlist Work and conduct inspections with the Owner and Architect to determine whether the Work is substantially complete.

6.30.1 **Final Punchlist**. The Construction Manager, in conjunction with the Architect and Owner will prepare a final punchlist upon Substantial Completion for the entire Project. Any non-conforming Work will be corrected by the Trade Contractor and its responsible Subcontractors.

6.31 Close-Out. Before Completion of the Work and in accordance with the Contract Documents, the Trade Contractor will transmit to the Construction Manager all required as-built drawings, operation and maintenance manuals, references, warranties, attic stock, keying schedule, etc., for review and transmission to the Owner as required by the Contract Specifications.

7. OWNER

7.1 Information and Documents. The Owner will provide full information regarding requirements for the Project, including the Contract Documents, surveys and other information describing the Project site.

7.2 Development Fees. The Owner will secure and pay for all approvals, easements, assessments and fees required for the development, construction, use or occupancy of the Project, except as specified in the Contract Documents.

7.3 Owner's Representative. The Owner's designated representative is **Lt. Deborah Bazan, Project Executive**, or other person designated by the County.

7.4 Architect. The Owner has retained **HOK** for the complete Project design. The Architect will directly retain consultants for other design services.

7.4.1 The Architect's representative for this Project is Mathew Smith and/or Lynn Filar.

7.5 Construction Manager. The Owner has retained **Sundt/Layton** as the Construction Manager of this Project. The Construction Manager will collaborate with the Architect, Owner and trade contractors to achieve completion of the Project in an efficient, economical and timely manner.

7.5.1 The Construction Manager’s Representative for this Project is Ed Deffner and/or Doug Brown.

7.6 Legal Accounting and Insurance Services. The Owner will furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the Owner may require to verify the Trade Contractor’s applications for payment, or to ascertain how or for what purposes the Trade Contractor has used the money paid by or on behalf of the Owner.

7.7 Stop Notice. The Owner will provide the Trade Contractor with the necessary information to record a stop notice for non-payment in accordance with California law governing public work projects.

7.8 Timeliness. Information or services under the Owner's control will be timely furnished to the Trade Contractor through the Construction Manager by the Owner, or other third parties who have contracted directly with the Owner, to avoid delay in design and the orderly progress of the Trade Contractor’s Work.

8. COMPENSATION

8.1 Payment of Price. The Owner will pay Trade Contractor based on the prices set forth in the Bid Schedule and Bid Form agreed to by Owner ("Trade Contract Price") as provided for in this Trade Contract. The Trade Contract Price will be adjusted for changes agreed upon pursuant to the procedures set forth in this Trade Contract. Unit priced work is subject to adjustments of quantities as specified in the Contract Documents. Trade Contractor warrants that the Trade Contract Price includes all costs to complete all the Work, including payment of all taxes that may be assessed against Trade Contractor in performing the Work.

8.2 Schedule of Values. Before the first payment can be made, Trade Contractor shall prepare and submit a Schedule of Values to Construction Manager for approval. The Schedule of Values shall be submitted not later than 10 Days after the Trade Contract Date. The Schedule of Values shall allocate the Trade Contract Price to the various portions of the Work as identified by Construction Manager. In addition, the Schedule of Values shall be accompanied by a separate document that lists the names and contract values of Trade Contractor's lower-tier subcontractors. Construction Manager will review the Schedule of Values to assure that the level of detail is adequate to accurately determine the value of work in place. Once Construction Manager has approved the Schedule of Values, it becomes the basis for Trade Contractor's progress payments. Construction Manager approval of the Schedule of Values is a condition of payment.

8.3 Progress Payments. Owner will make monthly progress payments, based on the Schedule of Values, from funds received from Owner as the Work proceeds. Trade Contractor, ALL tiered-Contractors, suppliers and vendors whom submit preliminary notices shall submit a proper application for payment to Construction Manager on or before the 20th day of each month. A proper application for payment is made using the Textura™ Construction Payment Management System (Textura™ Construction Payment Management System), except as authorized by Owner. Applications for payment shall include: (1) An itemization of the amounts requested, related to the various elements of work required by the Trade Contract covered by the requested payment; (2) The total amount of the current Trade Contract Price; and (3) The total of amounts previously paid.

5.1.1 Timely submission of an application for payment is a condition of payment. Progress payments are subject to Owner's approval. Progress payments do not constitute approval or acceptance of any Work.

5.1.2 **Lien Releases**. Trade Contractor's applications for payment shall be accompanied by appropriate lien releases. Lien Waivers and releases are administered through the Textura™ Construction Payment Management system.

8.4 Retention. The Owner will withhold 5% retention on the entire amount of the monthly application for payment under Public Contract Code section 7107 and 9203. Retention will be withheld until the Project achieves Final Completion unless the Owner, in its sole discretion, agrees to release the Trade Contractor's retention earlier and provided that the Trade Contractor's Work has been accepted by the Owner, Architect, Construction Manager and other necessary agencies with jurisdiction over the Project.

5.1.3 **Substitution of Securities.** To the extent required by law, Owner will consider and approve reasonable and appropriate requests under Public Contract Code section 22300 for substitution of securities or establishment of an escrow account for retention. Nothing contained in this Section prevent Owner from withholding payment when grounds exist for doing so under the Contract Documents.

8.5 Owner Payment to Subcontractors and Suppliers. The Owner will not have an obligation to pay a Subcontractor for Work performed unless required by law. However, if the Owner receives a stop notice or has reason to believe that the Trade Contractor is not paying its Subcontractors and suppliers, the Owner may make payment of sums due to Trade Contractor through joint check or pay Subcontractors and suppliers directly and withhold those payments from Trade Contractor.

8.6 Stop Notices and Claims. Upon submission of an application for payment, the Trade Contractor warrants that all Work included in the application for payment has been performed in accordance with the Contract Documents and that title to all Work covered by an application for payment will pass to the Owner no later than the time of payment and to the best of the Trade Contractor's knowledge, information and belief, will pass to the Owner free and clear of all stop notices, claims, security interests or encumbrances. Trade Contractor will provide executed conditional waivers and release of claims for all amounts included in the application for payment. Waivers must comply with the requirements of California Civil Code section 3262 and will be submitted on the forms provided in the Billing Procedures set forth in the Contract Documents.

8.7 Final Payment. Upon Completion of the Work, the Trade Contractor will submit a final payment application. All prior progress estimates will be subject to correction in the final application for payment. If items remain to be completed at that time, then the Trade Contractor in conjunction with the Construction Manager and Architect will create a punchlist pursuant to Section 7.25.The Owner may withhold from the final payment due to the Trade Contractor the estimated cost to complete the Work, plus 5% retention until Final Completion of the Project unless the Owner agrees to early release of retention. The amount retained by the Owner for punchlist items will be released to the Trade Contractor as each punchlist item is completed minus 10% retention. Upon Final Completion of the Project, final payment of the retention, if unencumbered, will be paid no later than 30 Days after Final Completion of the entire Project but in no event later than the time prescribed under Section 7107 of the Public Contract Code. Final payment and lien releases will be administered using the Textura™ Construction Payment Management System.

8.8 No Diversion of Payments. Trade Contractor agrees that it will not divert funds received as payments under this Trade Contract but shall only apply such funds to the Work. Upon Construction Manager’s request, Trade Contractor shall provide, within a reasonable time, written proof of its compliance with this subsection.

8.9 Evaluation of Application for Payment. Before submitting the Trade Contractor’s application for payment to the Architect for certification, the Construction Manager will review and make recommendations for payment based on the approved Trade Contractor’s schedule of values, the Construction Manager's observations and evaluation of the Work, and on the data and documentation substantiating the Trade Contractor’s application for payment. Based on that review, the Construction Manager will forward the application for payment to the Architect for certification with a recommendation that the Owner pay all undisputed items. An approval of an application for payment is subject to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to Completion of the Work and to specific qualifications expressed by Architect, Construction Manager, or Owner. The Construction Manager, Architect, and Owner are entitled to rely on the accuracy and completeness of the information furnished by the Trade Contractor and approval will not be deemed to represent that a detailed examination, audit, or arithmetic verification of the documentation submitted with the Trade Contractor’s application for payment has been made or that exhaustive or continuous on-site inspections have been made to verify that the Work is in accordance with the Contract Documents.

A recommendation for payment by the Construction Manager and certification by the Architect does not represent that the Construction Manager or Architect has ascertained how or for what purpose the Trade Contractor has used money previously paid.

8.10 Declining an Application for Payment. Construction Manager may decline to approve all or any part of an application for payment for any of the following reasons: (1) unsatisfactory job progress, (2) unacceptable or unauthorized work, (3) disputed work, (4) Trade Contractor failure to comply with any material provision of this Trade Contract, (4) third party claims filed against Construction Manager, the Owner, Construction Manager's bonds or the Project arising from Trade Contractor's performance of this Trade Contract, (5) Trade Contractor failure to make timely payments for labor, materials or equipment, or (6) any part of an Application for Payment or part of an Application for Payment not approved by the Owner.

8.11 Set-off. Owner may deduct or set-off from any amounts due or to become due to Trade Contractor, any sums owing by Trade Contractor to Owner under this Trade Contract, or as may be necessary to protect Owner from any sums owing by Trade Contract for labor, materials, equipment, or from claims asserted against Construction Manager, its bonds or the Project.

8.12 Evidence. Before issuance of final payment, Owner may request satisfactory evidence that: (i) all payrolls, materials bills and other indebtedness connected with the Work have been paid or otherwise satisfied; (ii) insurance required by the Contract Documents will remain in force after final payment and will not be canceled or allowed to expire until at least 30 Days prior written notice has been given to the Owner; (iii) the Trade Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents; (iv) surety, if any, has consented to final payment, (v) building commissioning has occurred and the Owner has received all close-out documents required; and (vi) other data establishing payment or satisfaction of obligations, such as releases and waivers of liens, claims, security interests or encumbrances arising out of this Trade Contract have been received. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Trade Contractor will furnish a bond to indemnify the Owner against stop notices under Section 9.13, provided that the Subcontractor's work is Work that the Trade Contractor has been paid for by the Owner.

8.13 Stop Notice. If any claim or stop notice is made or filed against the Owner, Construction Manager, or the Project funds by any person claiming that the Trade Contractor or any of its Subcontractors or suppliers has failed to make payment for any labor, services, materials, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work, or if at any time there is evidence of nonpayment or of any claim or stop notice for which, if established, the Owner might become liable and that is chargeable to the Trade Contractor, the Owner may, in its discretion, allow the Trade Contractor to file a bond with the Owner in an amount equal to 125% of the claim stated in the stop notice pursuant to Civil Code section 3196 and the Owner will release the funds to the Trade Contractor. If the Owner does not permit the Trade Contractor to post a bond under Civil Code section 3196, the Owner will have the right to retain from any payment then due or thereafter to become due an amount that it deems sufficient to: (1) satisfy, discharge and/or defend against any claim or stop notice action that may be brought or judgment, which may be recovered; (2) make good any nonpayment, damage, failure or default; or (3) compensate the Owner for the claim. The Trade Contractor will indemnify and hold Construction Manager and the Owner harmless against any and all losses, liability, damages, costs and expenses, including legal fees and disbursements, which may be sustained or incurred by either or both of them in connection with the Trade Contractor's failure to timely and properly make payments to its Subcontractors and suppliers. The Owner will have the right to withhold from

Trade Contractor a reasonable amount for the foregoing purposes. If the amount is insufficient to cover the amount of the claim, the Trade Contractor will be liable for the difference and will make payment to the Owner upon 30-Day's written notice.

8.14 Payment Not Acceptance of Work. Approval of an application for payment (final or otherwise) or partial or entire use or occupancy of the Project by the Owner will not be used as conclusive evidence that the Work was properly performed or constitute acceptance of Work that is not in accordance with the Contract Documents.

8.15 Payments Withheld. In addition to the Trade Contractor's 5% retention, the Owner may withhold payments due to the Trade Contractor as may be necessary to cover: (i) stop notice claims; (ii) defective work not remedied; (iii) failure of Trade Contractor to make proper payments to its Subcontractors or suppliers; (iv) completion of the Trade Contract if there exists a reasonable doubt that the Work cannot be completed for the balance then unpaid; (v) damage to another trade contractor or third party caused by Trade Contractor; (vi) amounts that may be due to the Owner for claims against Trade Contractor; (vii) failure to provide Owner with timely updates required by this Trade Contract; (viii) site clean-up; (ix) failure of the Trade Contractor to comply with requirements of the Contract Documents; (x) disputed amounts in the application for payment; and (xi) legally permitted penalties.

8.16 Waiver of Claims. Acceptance of final payment by the Trade Contractor will constitute a waiver of claims by Trade Contractor and its Subcontractors and suppliers except for those previously made in writing and identified by the Trade Contractor as unsettled at the time of final application for payment.

8.17 TEXTURA™ CONSTRUCTION PAYMENT MANAGEMENT SYSTEM. Unless otherwise directed or authorized, in writing, by Construction Manager, all applications for payment and all supporting documents (including but not limited to lien waivers, sworn statements, and the like) for Trade Contractor and its lower-tier subcontractors and suppliers, shall be in electronic format and shall be submitted to Construction Manager using the Textura™ CPM payment management system. Trade Contractor shall be responsible for the fees and costs owed associated with Trade Contractor's use of the Textura™ CPM payment management system. Trade Contractor shall include a similar provision in its lower-tier subcontracts and purchase orders. Fees to trade contractors are calculated as 0.15% (15 basis points) of contract value, with a minimum fee of $50 and a maximum fee of $1,450. Fees to Trade Contractor's lower-tier subcontractors and suppliers are a fixed fee of $50 per lower-tier subcontractor or supplier contract.

9. CONTRACT TIME AND SCHEDULING

9.1 Contract Time. The **"Contract Time"** is the time allotted in the Contract Specifications for the Work. Time is of the essence.

9.2 Scheduling. The Trade Contractor will participate and cooperate with the Owner in the development of schedules and other efforts to achieve timely Completion of the Work. Trade Contractor shall keep itself informed of the overall progress of Project construction and shall faithfully prosecute the Work so as to avoid delaying completion of the Project construction as a whole. Trade Contractor shall prosecute the Work at the times and in the order as Construction Manager and Trade Contractor agree, subject to modification as may be necessary for the expeditious completion of the Work.

If requested, Trade Contractor shall provide a written schedule. Trade Contractor's written schedule must show in detail the procurement, submittal review, fabrication, delivery, and installation activities for all major components of the Work. Trade Contractor agrees to meet its written schedule and apprise Construction Manager each month or more frequently, if required by Owner, of Trade Contractor's progress against its schedule.

9.3 Prosecution of the Work. The Trade Contractor will commence the Work when notified to do so by the Owner and will diligently prosecute and complete its Work pursuant to the most current Master Project Schedule. The Trade Contractor will coordinate its Work with other trade contractor work being performed on the Project so as not to delay, impede, obstruct, hinder or interfere with the commencement, progress or completion of the whole or any part of the construction work on the Project, and in accordance with the Contract Time and Project Master Schedule.

9.3.1 **Schedule Slippage**. The Trade Contractor will notify the Construction Manager within 48 hours of any slippage in the Project Schedule as a result of its Work and must submit a detailed recovery plan for evaluation and approval by the Construction Manager. All costs associated with the recovery will be the responsibility of the Trade Contractor.

9.3.2 **Acceleration.** The Owner, through the Construction Manager, may direct the Trade Contractor to work overtime. If the Trade Contractor is not in default under any of the terms or provisions of this Trade Contract or of any of the other Contract Documents, the Owner will pay the Trade Contractor for actual additional wages paid, if any, as established in **document 0014.**

9.4 Permitted Delays. If the Trade Contractor is delayed, obstructed, hindered or interfered with in the commencement, prosecution or Completion of the Work by: (i) any negligent act or omission of the Owner, Construction Manager, or Architect; (ii) **"Owner Elected Changes;"** (iii) [intentionally blank], (iv) damage caused by a **"Force Majeure Event;"** (v) **"Unforeseen and Differing Site Conditions;"** and/or "(vi) **"Owner's Suspension of the Work,"** and the critical path of the Project Master Schedule is impacted extending the Substantial Completion Date, then the Trade Contractor will be entitled to an extension of the Contract Time for the same period of time that the Substantial Completion Date was delayed provided that the delay, obstruction, interference or hindrance was not caused, in whole or in part by any fault, neglect, act or omission of the Trade Contractor, its employees, Subcontractors or suppliers. Notwithstanding the above, the Trade Contractor will not be entitled to any such extension of time unless the Trade Contractor (1) notifies the Owner and Construction Manager in writing of the cause or causes of the delay, obstruction, hindrance or interference within 48 hours of the commencement of the delay and (2) demonstrates that it could not have anticipated or avoided the delay, obstruction, hindrance or interference and has used all available means to minimize the consequences of the delay.

9.5 Delays Caused by Trade Contractor. If the progress of the Work or the Project is delayed, disrupted, hindered, obstructed, or interfered with by any fault or neglect, or act or failure to act by the Trade Contractor or any of its employees, Subcontractors or suppliers and the delay causes any additional cost, expense, liability or damage to the Owner, Construction Manager, or Architect, (including legal fees and disbursements incurred by the Owner, Construction Manager, or the Architect, whether incurred in defending claims arising from the delay or in seeking reimbursement and indemnity from the Trade Contractor and its surety), or any damages or additional costs or expenses for which the Owner, Construction Manager, or the Architect may or will become liable, then the Trade Contractor and its surety will compensate the Owner,

Construction Manager, and/or Architect for, and indemnify them against, all such costs, expenses, damages and liability.

10. CHANGES IN THE WORK

10.1 Change Orders. A Change Order is a mutually agreed written order adjusting either the Trade Contractor's Trade Contract Price and Contract Time or both. All changes in the Work will only be authorized by a Owner executed Change Order and performed under the applicable conditions of the Contract Documents. A Change Order signed by the Trade Contractor indicates the Trade Contractor's agreement to adjustment in the Trade Contract Price and/or Contract Time and that adjustment fully and completely resolves any claim by Trade Contractor and any of its Subcontractors and suppliers for additional compensation or time arising from or related to the subject of the Change Order. Change Orders for additional Work are limited to the following circumstances:

10.1.1 Owner Elected Changes;

10.1.2 Force Majeure Events;

10.1.3 Unforeseen and Differing Site Conditions

10.1.4 Owner's Suspension of the Work as defined in Section 19.3.

10.2 Owner Initiated Changes. The Trade Contractor must submit a rough order of magnitude of the change to the Construction Manager within 3 business days receipt of the scope of a proposed change order and a complete cost proposal, including any change in Contract Time under Section 10.4, within 10 business days of receipt.

10.3 Trade Contractor Initiated Changes. The Trade Contractor must give the Construction Manager written notice of a proposed change within 3 business days of discovery of the facts or circumstances giving rise to the proposed change order.

10.4 Submission. All claims for additional compensation to the Trade Contractor will be presented in writing to Construction Manager and approved by the Owner before the expense is incurred. The Construction Manager will review all proposed change orders within 10 business days of receipt and make a recommendation to the Owner to prevent delays to the Project.

10.5 Pricing. If any change under this Section causes an increase or decrease in Trade Contractor's cost of, or the time required for, the performance of any part of the Work, Construction Manager will modify the Subcontract in writing.

10.5.1 **Payment and Performance Bonds**. All Trade Contractor proposals for any and all potential change orders will include payment and performance bond costs.

10.6 Continued Performance. No Work will be allowed to lag pending the adjustment through Change Order, but will be promptly executed as directed, even if a dispute arises.

10.7 Failure to Reach Agreement. If the Owner and Trade Contractor cannot agree on the value of the proposed change order, or if the Owner fails to approve or disapprove of the proposed change within 10 business days, the Trade Contractor will proceed with the Work promptly under a written **"Construction Work Directive"** of the Owner and will perform the Work

on a time and material basis. If the Work is performed under a Construction Work Directive, the Trade Contractor must submit all required data under Section 11.4 within 10 Days of completion of the Work covered by the Construction Work Directive in order to perfect its claim. Failure of the Trade Contractor to provide the Owner with notice of its disputed claim and to submit the written claim within 10 Days of completion of the Work in dispute constitutes an agreement on the part of the Trade Contractor that it will not be paid for its Work. No claim will be considered after the Work in question has been performed unless a written Change Order has been executed or timely written notice of claim has been made by the Trade Contractor. Trade Contractor will not be entitled to claim or to bring suit for damages, whether for loss of profits or otherwise, on account of an omission of any item or portion of Work covered by the executed Change Order.

10.8 Omitted Work. If the Trade Contractor omits Work that is included in the Contract Documents, the Owner will have the right to withhold from payments due or to become due to the Trade Contractor in an amount which, in the Owner's or Construction Manager's opinion, is equal to the value of Work that was omitted until the Work is performed.

10.9 Contract Time Impacts and Extended Costs. The Trade Contractor will not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond what is allowable under Section 10.4 and claimed in a proposed change order. No claims will be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or clarifications. Nothing contained in this Section will be construed as restricting the rights and remedies of Trade Contractor in violation of Civil Code section 2782 or Public Contract Code section 7102. If this provision is determined to conflict with Public Contract Code section 7102 or Civil Code section 2782, this provision will be reformed to provide the greatest protection to the Owner and Construction Manager under the law.

10.10 Surety. All changes, additions or omissions in the Work ordered in writing by the Owner or Construction Manager are part of the Work and will be performed and furnished in strict accordance with all of the terms and provisions of this Trade Contract and the other Contract Documents. The Trade Contractor will keep its surety informed of all modifications to this Trade Contract. The obligations of Trade Contractor's surety are not to be reduced, waived or adversely affected by the issuance of Change Orders even if the Owner or Construction Manager fails to inform the surety of the Change Order(s) and the Owner or Construction Manager will not be required to obtain consent of the surety to any Trade Contract modifications.

11. LIQUIDATED DAMAGES; GIVING NOTICE OF DELAY

11.1 The Agreement between Owner and Construction Manager for the Project includes a liquidated damages clause providing that in the event the construction time requirements set forth in the Contract Documents are exceeded without an approved amendment to that Agreement, then Trade Contractor is liable for liquidated damages of up to $500 per calendar day for each day that such time requirements are exceeded.

11.2 If Trade Contractor defaults in the proper performance of the Work, which default delays any part of or the entire Project and results in the assessment of liquidated damages against Construction Manager, then Trade Contractor agrees that Construction Manager may assess all or a share of such liquidated damages against Trade Contractor, but only in proportion to Trade Contractor's reasonably proven actual responsibility for such damages.

11.3 Trade Contractor is not liable under this Section 12 where its failure is caused by a strike not involving Trade Contractor ‘s workers, by lockout, by acts of God, or by other causes beyond Trade Contractor’s reasonable control of, which causes were not within the reasonable contemplation of the Parties at the time of contract formation, but only to the extent that any of these causes are valid excuses for delay under the Agreement between Owner and Construction Manager.

11.4 Trade Contractor shall give Construction Manager not less than 2 working days written notice of an occurrence that will or that Trade Contractor reasonably believes is likely to cause delay. Trade Contractor agrees that failure to provide this written notice shall be an irrevocable waiver of any right to a time extension or additional costs.

11.5 This Section 12 limits the remedy for delay described in Section 12.2 to the assessment of liquidated damages. It does not limit Trade Contractor’s liability to Construction Manager for actual damages caused by Trade Contractor’s default in the proper performance of its work or its unexcused failure to perform, where such default or failure does not cause Project delay.

12. HAZARDOUS MATERIALS.

12.1 Hazardous Materials and Substances. Trade Contractor represents and warrants that it has and will exercise the degree of care, skill, efficiency, and judgment of California State licensed contractors with special expertise in the proper removal, transportation, and disposal of “**Hazardous Substances**.”

The Trade Contractor shall bear full and exclusive responsibility for (i) any release of Hazardous Substances that it brings onto the property during the course of performance of this Contract and (ii) for any release of Hazardous Substances caused by the Trade Contractor's negligence or willful misconduct, regardless of whether the Trade Contractor has brought the Hazardous Substances onto the property. The Trade Contractor shall also be responsible to the extent its negligent act or omission results in a release that exacerbates an existing environmental condition of the property. (Each event described in the foregoing sentences of this Section 13.1 for which Trade Contractor is responsible is referred to as a "Release"). The Trade Contractor shall immediately report any Release to the Owner, and shall also report any release of Hazardous Substance that Trade Contractor contends is not a Release.

The Trade Contractor shall be solely responsible for all claims resulting from a Release (whether first-party or third party claims), including claims respecting response to, removal and remediation of the above described Release and associated property and groundwater, and the payment of any fines or penalties levied against Owner by any governmental or regulatory agency as a result of a Release. Trade Contractor shall hold harmless, indemnify and defend Owner from any claims resulting from a Release.

For purposes of this Section only, the term "claims" shall include (i) all claims, notices, orders, directives, administrative or judicial proceedings, fines, penalties, fees or charges imposed by any governmental agency with jurisdiction, and (ii) any claim, cause of action, administrative or judicial proceeding brought against the Owner, the Construction Manager, their directors, or agents, or any cost (including reasonable attorney's fees), damage or liability sustained or suffered by any person or entity, including Owner, Construction Manager, and their agents.

12.2 All Hazardous Substances disposed of under the Work shall be properly disposed of according to federal, state, and local laws, at the expense of Trade Contractor. The Trade Contractor shall dispose Hazardous Substances under its own EPA Generator Number or under the EPA Generator Number of any subcontractor retained by Trade Contractor to conduct such disposal. In no event shall the Owner be identified as the generator. The Trade Contractor shall notify the Owner of any such Hazardous Substances and the Owner reserves the right to a copy of the results of any tests conducted on the Hazardous Substances and, at its cost, to perform additional tests or examine those Hazardous Substances, prior to their disposition.

12.3 Hazardous Materials and Substances. If Hazardous Substances or materials (of a type legally requiring an employer to notify its employees) are being used or stored on the Project site by the Trade Contractor, its Subcontractor or anyone directly or indirectly employed or retained by them, the Trade Contractor will immediately provide written notice of the chemical composition to the Construction Manager and Owner in sufficient time to permit compliance with the law by the Owner, Construction Manager, and other trade contractors at the Project site. If the Trade Contractor encounters an unforeseen material reasonably believed to be a Hazardous Substance on site, the Trade Contractor will immediately stop Work in the affected area and report the condition to the Construction Manager and Owner in writing. Work will resume in the affected area once the Hazardous Substance is rendered harmless or removed, as determined by a licensed laboratory retained by the Owner.

12.4 Material Safety Data Sheets ("MSDS"). The Hazardous Communications Standard (Title 29, Code of Federal Regulations, Part 1910, as amended) specifies a list of compounds. The Trade Contractor will identify and report any compound that appears on the list in the following manner: MSDS must be kept on file by the Trade Contractor at the Project site, with a regularly updated list of MSDS's copied to the Construction Manager. The MSDS must contain all information required by Title 29; all hazardous compounds must be clearly labeled as to content, with appropriate warnings noted, and name and address of the manufacturer listed; and all employees using these compounds must be trained in protective handling and potential hazards.

12.5 Indemnification. To the fullest extent permitted by law, Trade Contractor agrees to indemnify and hold harmless the Owner, the Construction Manager, the Architect and other trade contractors from and against any and all loss, injury, claims, actions, proceedings, liability, damages, fines, penalties, cost and expenses, including legal fees and disbursements, caused by the negligent mishandling by Trade Contractor or its Subcontractors and suppliers of any Hazardous Substances . The Owner will indemnify and hold harmless the Trade Contractor and their subcontractors and suppliers from and against any and all demonstrated and proven loss, injury, claims, actions, proceedings, liability, damages, fines, penalties, cost and expenses arising out of, or resulting from, any Hazardous Substances existing at the site before commencement of construction of the Project provided that the Trade Contractor or its Subcontractors or suppliers did not negligently exacerbate the pre-existing hazardous condition.

12.6 The provisions of Section 13 are intended to be binding upon and inure to the benefit of the parties and their successors and assigns and shall survive the termination of the Contract. The indemnity in Section 13.5 shall inure to the benefit of both Owner and Construction Manager even if the Trade Contract is assigned to the Construction Manager.

13. INSURANCE AND BONDS

13.1 Insurance Requirements. The Construction Manager will provide On-Site Commercial General Liability and On-Site Worker's Compensation. The Trade Contractor will procure separate insurance coverage in the amounts set forth in the Insurance Requirements as set forth in the document 0011. Trade Contractor's insurance includes Off-Site Commercial General Liability, Automobile Liability, Off-Site Workers' Compensation and Trade Contractor's equipment insurance. The Owner and Construction Manager will be a named additional insured under all additional separate insurance policies. The Trade Contractor will provide certificates of insurance and endorsements to Construction Manager before commencing Work as evidence of insurance and Owner's and Construction Manager's additional insured status under those policies.

13.2 Waiver of Subrogation. Trade Contractor waives all rights against Owner, Construction Manager, Architect, and all other trade contractors and subcontractors for loss or damage to the extent reimbursed by any property or equipment insurance applicable to the Work, except such rights as Trade Contractor may have to the proceeds of the insurance. If any applicable policies of insurance referred to in this Section require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of those policies will cause them to be endorsed or obtain consent.

13.3 Builder's Risk. The Construction Manager will obtain and maintain in force during the construction phase of the Project a Builder's Risk Insurance policy or policies that will insure against physical loss and/or damage on an "all risks" basis, excluding earthquake and normal policy exclusions, to all buildings, structures, materials and real property on site, which are intended to be, or have already been incorporated into and forming part of the Project, whether or not the buildings, structures, materials or real property will have been supplied or made available to Trade Contractor or Subcontractors by Trade Contractor or Owner. The Builder's Risk policy will be endorsed to add Construction Manager and all trade contractors and subcontractors as additional named insureds, as their interests may appear and to waive the carrier's right of recovery under subrogation against Construction Manager and all trade contractors whose interests are insured under the policy.

13.4 Required Trade Contractor Bonds. In addition to the bid bond requirement as required under the Public Contract Code, prior to commencement of construction, the Trade Contractor will furnish a payment and a performance bond to the Owner, each in the amount equal to 100% of the Contract Price, on Owner's form reference document 0013, within 2 business days after the notice to proceed with construction and prior to commencement of the Work. The surety supplying the bonds must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as a surety in the State of California and satisfactory to the Owner. Failure to timely furnish the required payment and performance bonds constitutes a default under this Trade Contract and the Owner will have all of the rights and remedies provided under this Trade Contract and afforded by law including, but not limited to, damages for material breach of contract and the Owner may award this Trade Contract to the next lowest responsive and responsible Bidder, or may call for new bids. Full compensation for furnishing the payment and performance bonds are included in the Trade Contractor's not to exceed amount for the Cost of the Work.

13.4.1 **Payment of Subcontractors.** Without limiting the responsibilities of Trade Contractor and its surety under the terms of this Trade Contract, Trade Contractor and its surety agree to promptly pay all lawful claims of Subcontractors, material, laborers, persons, firms or corporations for labor or services performed or materials, supplies, machinery equipment, rentals, fuels, oils, tools, appliances, insurance and other items furnished, used, or consumed in connection with the prosecution of the Work including Change Orders, and will indemnify and save harmless

the Owner and Construction Manager from and against all liability loss, damage and expense, including interest, costs and attorneys' fees, which the Owner and Construction Manager and/or its surety may sustain by reason of Trade Contractor's or its surety's failure to do so.

14. INDEMNIFICATION

14.1 Trade Contractor's Performance. To the fullest extent permitted by law and public policy of the State of California, Trade Contractor will indemnify, protect, defend and hold harmless Owner and its Board of Supervisors, Construction Manager, and Architect, including each of their officers, agents, directors, partners, members, employees, affiliates, parents and subsidiaries, and each of them, from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, losses or liabilities, in law or equity, of every kind and nature whatsoever arising out of or in any way relating to: (i) this Trade Contract; (ii) actual or alleged acts or omissions by Trade Contractor or any of its Subcontractors, vendors, suppliers, employees, or persons for whom it is responsible, regardless of whether the acts or omissions are negligent; or (iii) the Work including, but not limited to claims for:

14.1.1 Personal injury, including bodily injury, sickness or disease, or death to any persons, employees or agents of Trade Contractor, Owner, Construction Manager, Architect or any other trade contractor and/or damage to property of anyone (including loss of use) caused or alleged to be caused in whole, or in part, by any actual or alleged negligent act or omission of Trade Contractor or anyone directly or indirectly employed by Trade Contractor or anyone for whose acts Trade Contractor may be liable regardless of whether the personal injury or property damage is caused, in part, by an indemnified party.

14.1.2 Penalties, fees and costs imposed on account of the violation of any law, order, citation, rule, regulation, standard, ordinance or statute, caused by the act or omission of the Trade Contractor.

14.1.3 Infringement of any patent rights, which may be brought against Owner, Construction Manager or Architect arising out of the Work.

14.1.4 Project Claims or stop notices for labor performed or materials used or furnished to be used on the Project, including all incidental or consequential damages resulting to Owner, Construction Manager or Architect from stop notices.

14.1.5 Failure of Trade Contractor or any of its Subcontractors to comply with the Insurance provisions set forth in Section 14.

14.1.6 Claims by third parties, including other trade contractors, alleging or arising, in whole or in part, out of actual or alleged acts or omissions by Trade Contractor, any of its Subcontractors or suppliers (regardless of tier), and/or any of its or their respective directors, officers, employees, agents, partners, affiliates, subsidiaries, parents, successors and assigns (including without limitation, claims regarding alleged or actual delays, failure to cooperate or coordinate, damage to work performed by others, interferences, disruption, etc.).

14.1.7 Any violation or infraction by Trade Contractor of any law, order, citation, rule, regulation, standard, ordinance or statute in any way relating to the occupational health or safety of employees including, but not limited to, the use of Owner's or others' equipment, hoists, elevators, or scaffolds.

14.2 The specific listing in subsections 15.1.1 through 15.1.7 will not in any way limit Trade Contractor's agreement to indemnify any indemnified person for all acts and omissions of the Trade Contractor, and anyone for whom Trade Contractor is responsible in the performance of the Work and other obligations under this Trade Contract. The obligation to defend and indemnify will apply notwithstanding that Trade Contractor is actively involved in the events that give rise to the claims for which a defense or indemnity is sought. The indemnity, defense, and other obligations under this Section 15 will apply even if the Trade Contractor was only partially negligent.

14.3 The indemnification provisions in subsections 15.1.1 through 15.1.7 will extend to claims occurring after this Trade Contract is terminated as well as while it is in force. Such indemnity provisions apply regardless of any negligent act or omission of the Owner, Construction Manager, and Architect or of any other person to be indemnified hereunder. Trade Contractor, however, will not be obligated under this Trade Contract to indemnify Owner, Construction Manager or Architect from claims arising from the sole negligence or willful misconduct of the person to be indemnified hereunder, or for defects in design furnished by an indemnified party. Trade Contractor will not be required to provide a defense or to indemnify Owner, Construction Manager or Architect against their own respective active negligence. If Owner, Construction Manager or Architect are actively negligent, however, Trade Contractor will continue to indemnify each of those parties and provide a defense but only to the extent and in proportion to the degree that the Owner, Construction Manager, or Architect were not actively negligent. Nothing herein will be construed to impose any obligation in conflict with the provisions of Civil Code section 2782 and/or Insurance Code section 11580.04. In the event of a conflict, the provision conflicting with Civil Code section 2782 and/or Insurance Code section 11580.04 will be modified to limit Trade Contractor's obligations to the greatest extent permitted by law.

14.4 Duty to Defend. The Trade Contractor will:

14.4.1 At Trade Contractor's own cost, expense and risk, defend all claims as defined in Section 15.1 that may be brought or instituted by third persons including, but not limited to, government agencies or employees of Trade Contractor, against Owner, Construction Manager, Architect, or any other person to be indemnified by Trade Contractor;

14.4.2 Pay and satisfy any judgment or decree that may be rendered against Owner, Construction Manager, Architect, or any other person to be indemnified by Trade Contractor arising out of a claim; and/or

14.4.3 Reimburse Owner, Construction Manager, Architect or any other person to be indemnified by Trade Contractor for any and all legal expense incurred by any of them in connection with the claim or in enforcing the indemnity granted in this section.

14.4.4 The duty to defend will apply, and Trade Contractor will be required to furnish a defense, notwithstanding that there has not yet been an adjudication or finding of liability on the part of the Trade Contractor or any person to be indemnified, or as to whether an exception to provide a defense or indemnity may apply.

14.5 Survival. The duty to indemnify and defend the Owner, Construction Manager and Architect will survive Final Completion of the Project or termination of this Trade Contract.

15. WARRANTY AND GUARANTEES

15.1 Warranty. Trade Contractor warrants all Work for a period of 1 year commencing from the Substantial Completion Date of the Project or the date of repair, whichever is later, and for longer periods specified in the Construction Documents for certain equipment manufacturers or suppliers. The Trade Contractor will repair or replace any and all deficient or defective Work, provided that the Work was properly maintained and/or used, together with any other Work that is displaced during repair or replacement without expense to Owner. Trade Contractor's warranty excludes improper or insufficient maintenance, improper operation, normal wear and tear and normal usage. Trade Contractor will procure all Subcontractor and manufacturer express warranties required under the Construction Documents on the Owner's behalf and will transmit the warranties to Owner before Completion of the Work and Project close-out. Establishment of the 1 year express warranty period for correction of Work relates only to the specific obligation of the Trade Contractor to correct defective or non-conforming Work, and has no relationship to statute of limitations periods for legal claims arising from this Trade Contract. This provision will survive Final Completion of Project and/or termination of this Trade Contract.

16. DOCUMENT RETENTION & EXAMINATION

16.1 Audit. In accordance with Government Code section 8546.7, records of both the Owner and the Trade Contractor will be subject to examination and audit by the State Auditor General for a period of 3 years after final payment. Trade Contractor will make available to the Owner any of the Trade Contractor's other documents related to the Work immediately upon request of the Owner as set forth in Section 17.2.

16.2 Records. The Trade Contractor will keep full and detailed accounts and exercise controls as may be necessary for proper financial management under this Trade Contract. In addition to the State Auditor rights above, the Owner will have the right during normal business hours to audit and copy the Trade Contractor's documents related to this Project including, but not limited to, records, books, estimates, correspondence, instructions, drawings, receipts and invoices for materials, supplies and equipment, temporary facilities, etc., contracts, purchase orders, vouchers, memorandums, Change Orders and all substantiating documentation, certified payroll, bid documents, and other data relating to the Cost of Work and the Contract Price in order to evaluate accuracy and completeness of Trade Contractor's billing. Should the audit disclose a material discrepancy from the payment applications or requirements of the Contract Documents, then in addition to repaying Owner all sums due and owing, Trade Contractor will pay 7% interest computed monthly from the date of the overpayment. Trade Contractor agrees to remit payment of all monies due and owing no later than 90 Day's after receipt of notice or, at Owner election, Owner may deduct the sums against any monies due to Trade Contractor. The Trade Contractor will preserve all Project records for a period of at least 3 years after Final Completion of the Project, or for such longer period as may be required by law. The Trade Contractor will incorporate Article 16 auditing provisions into all Subcontracts and require Subcontractors to keep detailed and accurate accounting records for their portion of the Work for a period of at least 3 years.

17. DISPUTE RESOLUTION PROCEDURE

17.1 MEDIATION

17.1.1 Except for Claims relating to a mechanic's lien, unless delay in initiating or prosecuting a Claim in litigation would invariably prejudice the Owner or the Trade Contractor, any Claim arising out of or related to the Trade Contract, except relating to aesthetic effect and except those waived by Owner, 30 days after submission of the Claim to the other party hereto, be subject

to mediation as a condition precedent to the institution of legal or equitable proceedings by either party.

17.1.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect or such other rules as the parties may agree upon provided that the parties shall use good faith efforts to agree upon a mediator of their own selection, and, if such mediator is not agreed upon within 30 days after the request for mediation is given by a party, the mediator shall be selected as provided in such Rules. Request for mediation shall be filed in writing with the other party to the Contract and with the American Arbitration Association. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

17.1.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

17.1.4 The parties agree to conduct and conclude mediation proceedings under this Section 18.3 within 60 days after the designation of a mediator. In the event mediation proceedings do not resolve the Claim within such period, either party may initiate litigation as provided in Section 18.4 hereof.

17.2 LEGAL PROCEEDINGS

17.2.1 Any Claim arising out of or related to the Trade Contract, except Claims relating to the aesthetic effect and except those waived by Owner, that are not resolved by mediations as provided in Section 15.3 shall be resolved by litigation in the Superior Court of San Mateo County.

17.2.2 Continuation of Work. Trade Contractor must diligently continue to prosecute its Work, including Work that is disputed between Owner and Trade Contractor, and Owner must continue to make all undisputed payments to Trade Contractor, regardless of the existence of a dispute or the pendency of legal proceedings between Trade Contractor and Owner.

18. TERMINATION, SUSPENSION, ABANDONMENT

18.1 Owner for Cause. The Owner may terminate this Trade Contract upon not less than 7 Days written notice and an additional 7 Days to commence curing if the Trade Contractor is in material breach of any term or provision of this Trade Contract. The notice will set forth the reason for termination and the effective date of termination. If the Owner terminates this Trade Contract for cause, the Trade Contractor will not be entitled to any further payments until Final Completion of the Project. The Trade Contractor will be entitled to payment for Work rendered through the effective date of termination upon Final Completion of the Project provided that the Work is completed within the Trade Contract Price and Contract Time, subject to adjustment through Change Order, if applicable, and the Owner did not have to expend any additional money for the performance of the Work set forth in this Trade Contract or under other contracts as a result of the Trade Contractor's breach. Nothing stated in this paragraph will prevent the Owner from pursuing and recovering any damages allowed by law from Trade Contractor arising out of the breach of this Trade Contract. If a court of competent jurisdiction deems that termination of the

Trade Contractor was wrongful or otherwise improper, the termination will be deemed a termination for convenience under Section 19.2.

18.2 Termination By Owner For Convenience. The Owner may terminate this Trade Contract for convenience upon 30 Days written notice at any time before completion of the Work. The notice will state the extent and effective date of termination. The Trade Contractor will be entitled to receive payment for all Work performed based on a percentage of Work performed under the compensation provisions set forth in Section 9 through the effective date of termination, if construction has commenced and Trade Contractor is onsite performing Work, to cease operations and secure the Work. All disputes over termination will be resolved under Section 18.

18.3 Suspension. If the Project is suspended by the Owner and all labor has ceased for 30 consecutive Days or more, the Trade Contractor will be compensated for Work performed before receipt of notice of the suspension. The notice of suspension will set forth the reason for suspension and the effective date of suspension. If the Project is resumed, and provided that the suspension was not caused or due to any fault or neglect of the Trade Contractor, then the Trade Contractor's compensation will be equitably adjusted through Change Order.

18.4 Trade Contractor's Termination for Cause. The Trade Contractor may terminate this Trade Contract upon 15 Days written notice and an additional 15 Days opportunity to cure, if the Owner fails to make payment to the Trade Contractor in accordance with this Agreement, and cannot provide evidence substantiating that financial arrangement has been made to make payment, or if the Project is suspended and all labor is ceased for more than 30 Days and provided that the Work of Improvement as defined under the Civil Code has been deemed completed under Civil Code section 3086. The Trade Contractor will be compensated for Work performed through the effective date of termination.

19. MISCELLANEOUS PROVISIONS

19.1 Governing Law. This Trade Contract will be governed and construed in accordance with the laws of the State of California without regard to the principles of the conflict of laws. Both parties agree that any claim or enforcement of a judgment or alternative dispute award will be filed with the appropriate court of law in San Mateo County.

19.2 Severability. The terms and conditions of this Trade Contract will be interpreted in accordance with their plain meaning, and not strictly for or against either party. Any rule of construction or interpretation to the contrary will be of no force or effect with respect to this Trade Contract. If a court of competent jurisdiction finds any term or provision of this Trade Contract to be void or unenforceable for any reason such term or provision will be deemed severed, and the remainder of the Trade Contract will remain in full force and effect according to its terms and provisions, to the maximum extent permitted by law.

19.3 Commencement of Statute of Limitations. Causes of action between the parties to this Trade Contract pertaining to acts or failures to act will be deemed to have accrued and the applicable statutes of limitations will commence to run not later than either the date of Substantial Completion for the Project, or the date of a recorded Notice of Completion, whichever is later. The statute of repose applicable to any cause of action for a latent deficiency will commence upon the same date. However, nothing in this Paragraph shall effect the accrual of a cause of action, by discovery, of a latent deficiency.

19.4 Waiver. No action or failure to act by the Owner, Construction Manager, or Trade Contractor waives any right or duty afforded them under this Trade Contract, nor will such action or failure to act constitute approval of or acquiescence in a breach of this Trade Contract, unless specifically agreed to in writing.

19.5 Assignment of Contract. The Owner and Trade Contractor, respectively bind themselves, their partners, successors, assigns and legal representatives to the other party to this Trade Contract and to the partners, successors, assigns and legal representatives of the other party with respect to all covenants of this Trade Contract. The Trade Contractor may not assign this Trade Contract without the written consent of the Owner. The Owner may assign this Trade Contract to Construction Manager without the consent of Trade Contractor. Trade Contract explicitly consents to any such assignment.

19.6 Modifications. All modifications to the terms and conditions set forth in this Trade Contract must be in writing and signed by an authorized representative of both parties.

19.7 Attorneys' Fees. If the Trade Contractor defaults, the Owner will be entitled to recover all attorneys' fees and costs incurred as a result of Trade Contractor's default.

19.8 Counterparts. This Trade Contract may be executed in Counterparts, each of which will be deemed an original, and all of which when taken together will constitute one instrument.

19.9 Section Headings. The section headings contained in this Trade Contract are for reference purposes only and will not in any way affect the meaning or interpretation of this Trade Contract.

19.10 Time is of the Essence. Time is of the essence with respect to each and every provision of this Trade Contract.

19.11 Ineligible Subcontractors. Trade Contractor is prohibited from subcontracting with a Subcontractor who is ineligible to perform construction work on a public works project pursuant to Public Contract Code sections 1771.1 and 1777.7.

19.12 Legal Citations. Legal citations to statutory requirements are included in the Trade Contract are for convenience and an omission of any statutory requirement or incorrect citation will not relieve the Trade Contractor or its Subcontractors from compliance with the law.

19.13 Exhibits. The Instructions to Bidders Manual and Exhibits referred to in this Agreement and listed below are incorporated into this Agreement by reference as though set forth in full:

Instructions to Bidders Manual
Exhibit A – Project Specifications Manual
Exhibit B - Project Drawings
Exhibit C – Geo Technical Report
Exhibit D – Project Labor Agreement

19.14 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, CA 95826.

19.15 Contradicts. To the extent this Agreement contradicts with the other documents in the Instructions to Bidders Manual or Project Manual, this Agreement prevails.

19.16 Entire Agreement. The Trade Contract and Contract Documents constitute the entire agreement between the Owner and the Trade Contractor and supersede any and all contemporaneous or prior oral and written negotiations, representations, or agreements by the parties with respect to the subject matter.

This Trade Contract is entered into as of the Effective Date first written above.

Owner **COUNTY OF SAN MATEO**	**Trade Contractor** **COMPANY NAME**
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
	Trade Contractor License No. _____

END OF SECTION

OWNER ASSIGNMENT AND NOVATION AGREEMENT

Agreement
Between
COUNTY OF SAN MATEO, Owner
And
Sundt Layton, A Joint Venture, Construction Manager
For
Bid Package No._____ Description of Bid Package

This Assignment and Novation Agreement is valid as of _____ (the "Effective Date"), between the County of San Mateo ("OWNER"), Sundt Layton, A Joint Venture (CONSTRUCTION MANAGER"), and _____ ("TRADE CONTRACTOR"), collectively the "parties." This Assignment and Novation Agreement amends, restates, replaces and supplements certain aspects of the TRADE CONTRACT entered into by and between the OWNER and TRADE CONTRACTOR for work on the San Mateo County Replacement Correctional Facility Project ("Project").

WHEREAS, CONSTRUCTION MANAGER and the OWNER entered into a Construction Management Services Agreement for construction management services for the Project;

WHEREAS, the OWNER has entered into a TRADE CONTRACT with TRADE CONTRACTOR;

WHEREAS, the OWNER and the TRADE CONTRACTOR desire to modify the TRADE CONTRACT, as set forth herein;

WHEREAS, the OWNER desires to assign to CONSTRUCTION MANAGER, and CONSTRUCTION MANAGER desires to accept the assignment of the TRADE CONTRACT, the rights and benefits associated therewith, and TRADE CONTRACTOR agrees with and does not object to the assignment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

ARTICLE I AGREEMENT

1.1. The parties mutually agree to and do hereby modify the TRADE CONTRACT as of the Effective Date. The parties acknowledge and agree that:

A. Pursuant to the terms and conditions of the Construction Management Services Agreement between OWNER and CONSTRUCTION MANAGER, OWNER's Agreement with TRADE CONTRACTOR is assigned by OWNER to CONSTRUCTION MANAGER and CONSTRUCTION MANAGER accepts the assignment of the TRADE CONTRACT.

B. All rights and obligations the OWNER has under the TRADE CONTRACT are hereby transferred to CONSTRUCTION MANAGER as of the Effective Date.
C. All references to and meaning of the word "Owner" in the TRADE CONTRACT shall remain the same and, therefore, "Owner" shall refer to the OWNER, with all of the corresponding rights, obligations and benefits thereof

D. All references to the word "OWNER" in the TRADE CONTRACT shall be replaced with the word "Sundt Layton, A Joint Venture [Construction Manager]" with all of the respective rights, obligations and benefits resulting therefrom.

E. TRADE CONTRACTOR acknowledges and accepts all of the terms of this Assignment and Novation Agreement and agrees to be bound accordingly.

1.2. Said assignment contemplated herein notwithstanding, the OWNER and CONSTRUCTION MANAGER shall continue to be bound by and agree to comply fully with their obligations under the Construction Management Services Agreement, and with any other term or provision imposing an obligation on the parties.

1.3. Notwithstanding the parties' desire, intent and agreement to modify the TRADE CONTRACT through this Assignment and Novation Agreement, should the OWNER, at its sole discretion, wish to cancel, void and/or terminate this Assignment and Novation Agreement at any future time, the OWNER may do so by providing written notice to CONSTRUCTION MANAGER. In such an event, simultaneously upon communication of written notice, this Assignment and Novation Agreement shall be deemed canceled, voided and/or terminated and the OWNER and CONSTRUCTION MANAGER shall look solely to and be bound by the original terms of the Construction Management Services Agreement and OWNER and TRADE CONTRACTOR shall look solely to and be bound by the TRADE CONTRACT. If this Assignment and Novation Agreement is determined by a court, administrative agency or arbitrator to be invalid, illegal or incapable of being enforced by any rule of law or public policy, the Construction Management Services Agreement shall nevertheless remain in full force and effect.

ARTICLE II REPRESENTATIONS AND WARRANTIES

2.1. CONSTRUCTION MANAGER represents and warrants to the OWNER that it is a corporation duly organized, in good standing and validly existing under the laws of the State of California. The execution, delivery and performance of this Agreement by CONSTRUCTION MANAGER has been duly authorized.

2.2. The OWNER represents and warrants to CONSTRUCTION MANAGER that the OWNER is duly organized and in good standing and validly existing under the laws of the State of California. The execution, delivery and performance of this Agreement by the OWNER has been duly authorized.

ARTICLE III MISCELLANEOUS

3 .1. Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all

prior written and oral and all contemporaneous oral agreements and understandings with respect to the subject matter hereof.

3.2. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of California.

3.3. Notices. Notices, offers, requests or other communications required to be given by either party pursuant to the terms of this Agreement shall be given in writing to the respective parties.

3.4. Counterparts. This Agreement and the other documents referred to herein or therein, may be executed in counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement.

3.5. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives and successors, and nothing in this Agreement, express or implied, is intended to confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Agreement. Neither party may assign this Agreement or any rights or obligations hereunder, without the prior written consent of the other party, and any such assignment shall be void; provided, however, either party may assign this Agreement to a successor entity in conjunction with such party's reincorporation. 3.6. Severability. If any term or other provision of this Agreement is determined by a court, administrative agency or arbitrator to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect.

3. 7. Authority. Each of the parties hereto represents to the other that (a) it has the corporate or other requisite power and authority to execute, deliver and perform this Agreement, (b) the execution, delivery and performance of this Agreement by it have been duly authorized by all necessary corporate or other actions, (c) it has duly and validly executed and delivered this Agreement, and (d) this Agreement is a legal, valid and binding obligation, enforceable against it in accordance with its terms.

3.8. Interpretation. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Any capitalized term used but not otherwise defined therein, shall have the meaning assigned to such term in this Agreement.

3.9. Attorneys' Fees. Should either party initiate any action at law or in equity to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other appropriate relief.

WHEREFORE, the parties have executed this Assignment and Novation Agreement effective as of the date first set forth above.

Construction Manager :
Sundt Layton, A Joint Venture
2860 Gateway Oaks Drive Suite 300
Sacramento, CA 95833
Tel.: (916) 830-8000
Fax: (916) 830-8015

By: _____
(Signature)
Title: _____

Date: _____

Owner:
County of San Mateo - Owner:
400 County Center
Redwood City, CA 94063
Tel.: (650) 342-5193
Fax: (650) 342-6964

By: _____
(Signature)
Title: _____

Date: _____

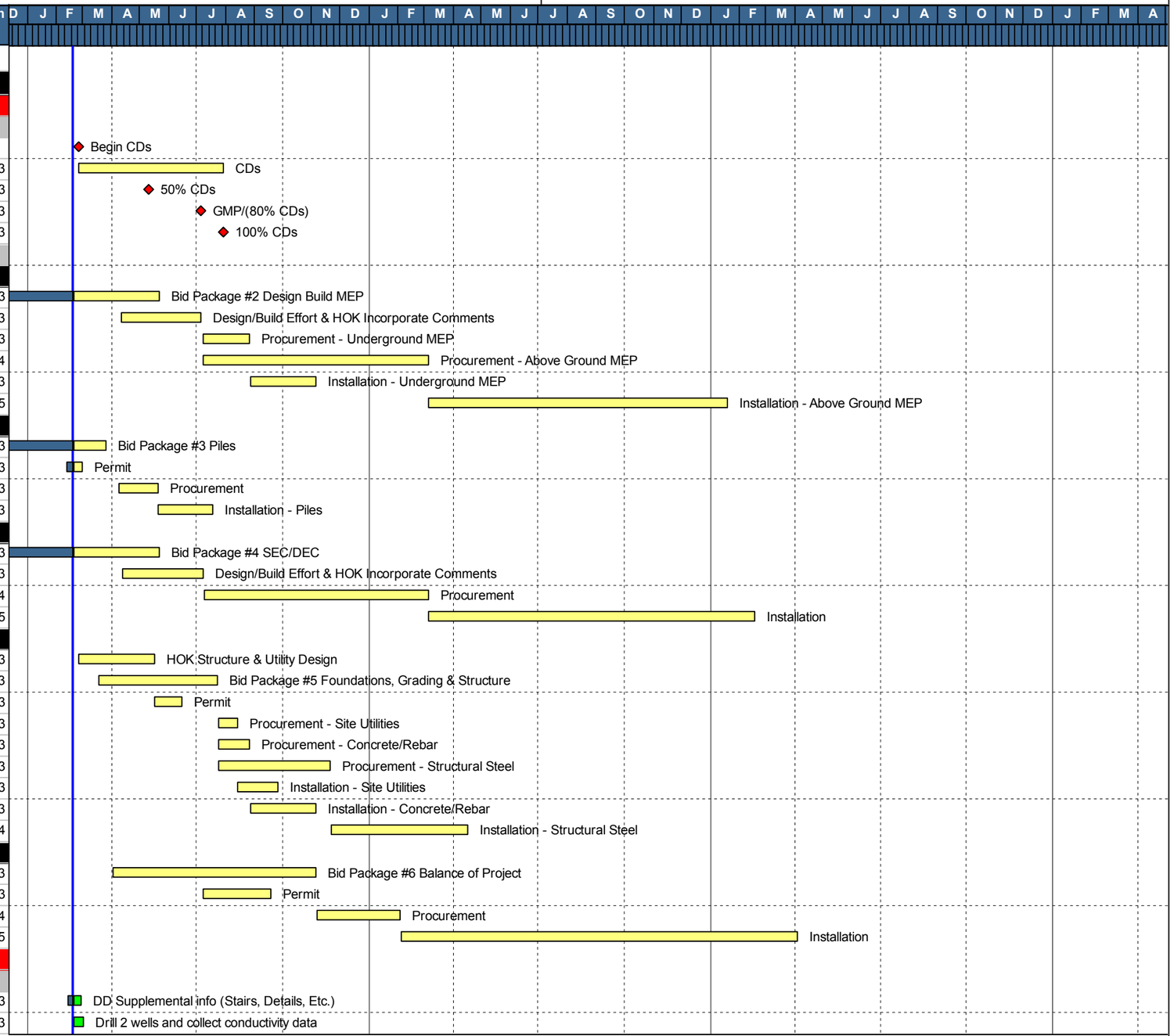
Trade Contractor for
Bid Package:_____
Name:_____
Address_____
Tel.: _____
Fax: _____

By: _____
(Signature)
Title: _____

Date: _____

END OF SECTION

Activity ID	Activity Name	Orig Dur	Start	Finish
San Mateo County Jail				
Executive Summary				
Executive Milestones				
Overall Design				
EM-250	Begin CDs	0	25-Feb-13	
EM-280	CDs	109	25-Feb-13	29-Jul-13
EM-180	50% CDs	0		10-May-13
EM-190	GMP/(80% CDs)	0		5-Jul-13
EM-220	100% CDs	0		29-Jul-13
Bid Packages				
Bid Package #2 - MEP&FS, Communications, Fire Alarm				
EM-130	Bid Package #2 Design Build MEP	136	8-Nov-12 A	21-May-13
EM-200	Design/Build Effort & HOK Incorporate Comments	60	11-Apr-13	5-Jul-13
EM-210	Procurement - Underground MEP	36	8-Jul-13	26-Aug-13
EM-290	Procurement - Above Ground MEP	169	8-Jul-13	5-Mar-14
EM-260	Installation - Underground MEP	50	27-Aug-13	5-Nov-13
EM-320	Installation - Above Ground MEP	221	6-Mar-14	19-Jan-15
Bid Package #3 - Piles & Rough Grading				
EM-110	Bid Package #3 Piles	91	10-Oct-12 A	26-Mar-13
EM-330	Permit	13	12-Feb-13 A	28-Feb-13
EM-300	Procurement	30	9-Apr-13	20-May-13
EM-310	Installation - Piles	40	21-May-13	17-Jul-13
Bid Package #4 - SEC/DEC				
EM-140	Bid Package #4 SEC/DEC	161	8-Nov-12 A	21-May-13
EM-420	Design/Build Effort & HOK Incorporate Comments	60	12-Apr-13	8-Jul-13
EM-400	Procurement	168	9-Jul-13	5-Mar-14
EM-410	Installation	241	6-Mar-14	16-Feb-15
Bid Package #5 - Found., Structure, Elevator, Site Utilities				
EM-340	HOK Structure & Utility Design	59	25-Feb-13	16-May-13
EM-150	Bid Package #5 Foundations, Grading & Structure	90	18-Mar-13	23-Jul-13
EM-530	Permit	20	17-May-13	14-Jun-13
EM-540	Procurement - Site Utilities	15	24-Jul-13	13-Aug-13
EM-500	Procurement - Concrete/Rebar	24	24-Jul-13	26-Aug-13
EM-550	Procurement - Structural Steel	85	24-Jul-13	20-Nov-13
EM-560	Installation - Site Utilities	30	14-Aug-13	25-Sep-13
EM-510	Installation - Concrete/Rebar	50	27-Aug-13	5-Nov-13
EM-520	Installation - Structural Steel	102	21-Nov-13	16-Apr-14
Bid Package #6 - Balance of Project				
EM-170	Bid Package #6 Balance of Project	153	2-Apr-13	5-Nov-13
EM-630	Permit	52	8-Jul-13	18-Sep-13
EM-600	Procurement	61	6-Nov-13	3-Feb-14
EM-610	Installation	297	4-Feb-14	3-Apr-15
Design Summary				
100% - DDs				
DD-440	DD Supplemental info (Stairs, Details, Etc.)	10	14-Feb-13 A	27-Feb-13
DD-460	Drill 2 wells and collect conductivity data	9	19-Feb-13	1-Mar-13



Data Date: 19-Feb-13

Run Date: 21-Feb-13

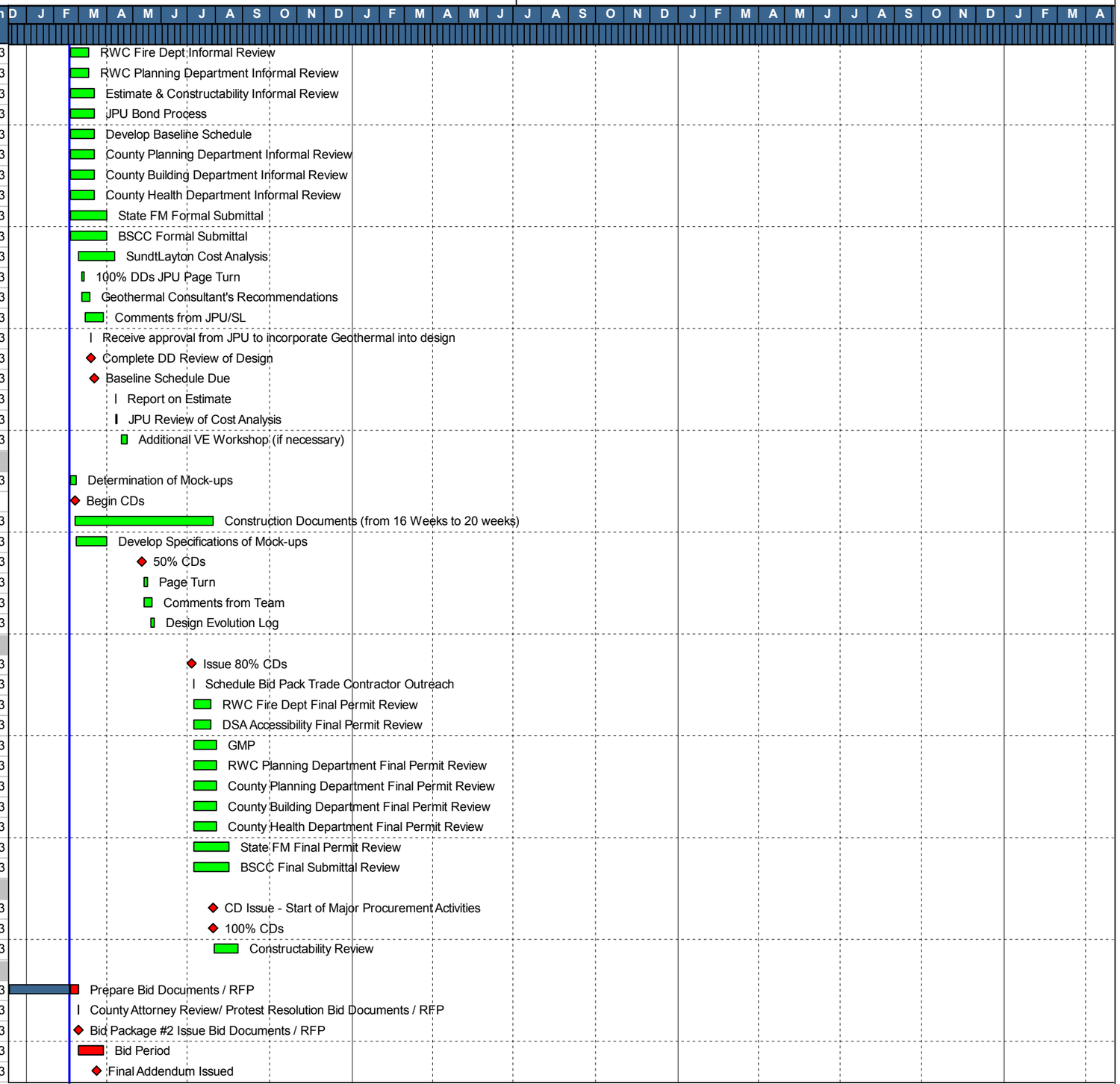
Finish Date: 2-Jul-15

Remaining Level of Effort
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
M.

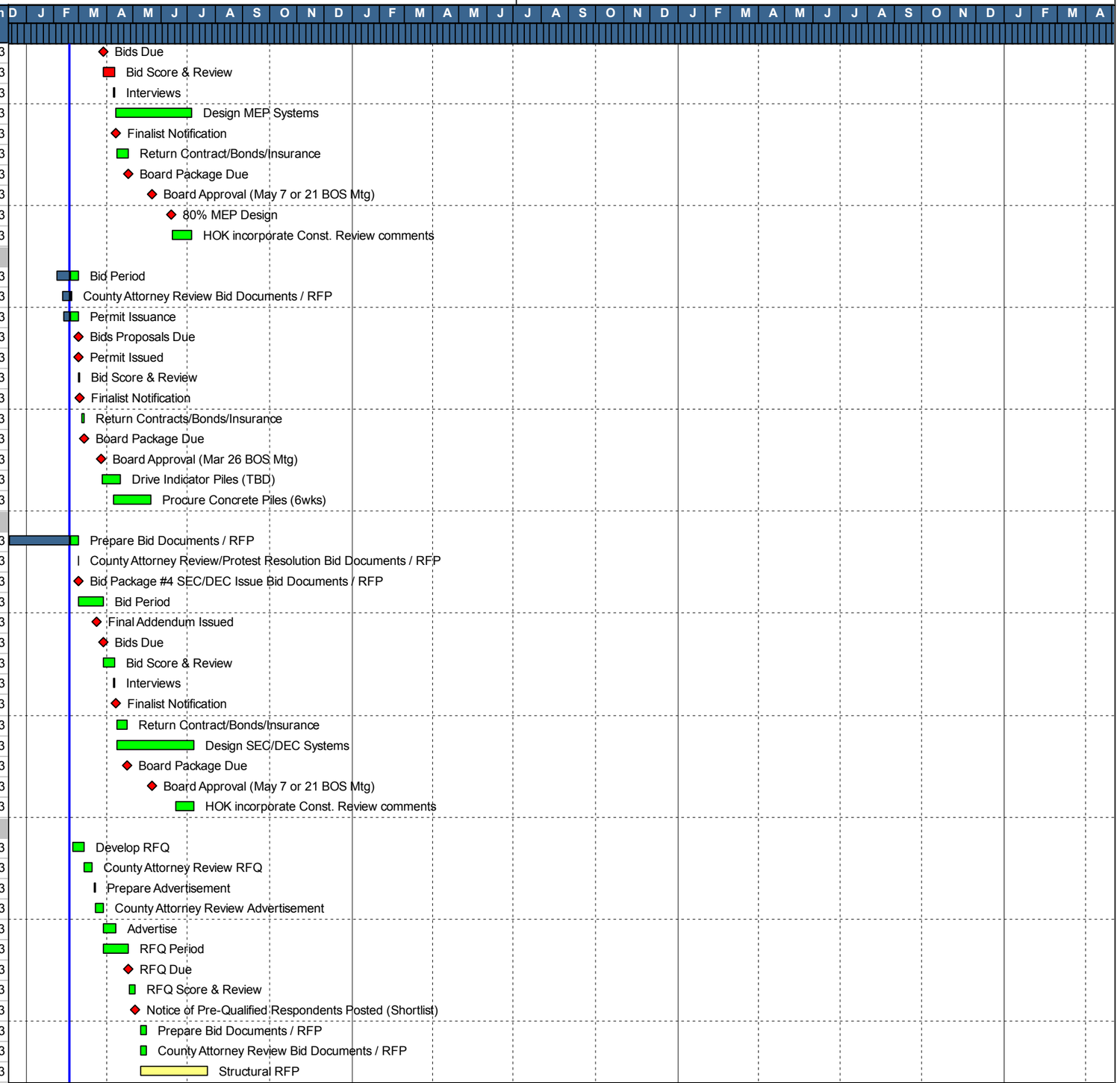
San Mateo County Jail
Sundt|Layton
21-Feb-13 Update Schedule

SUNDT | Layton
A Joint Venture

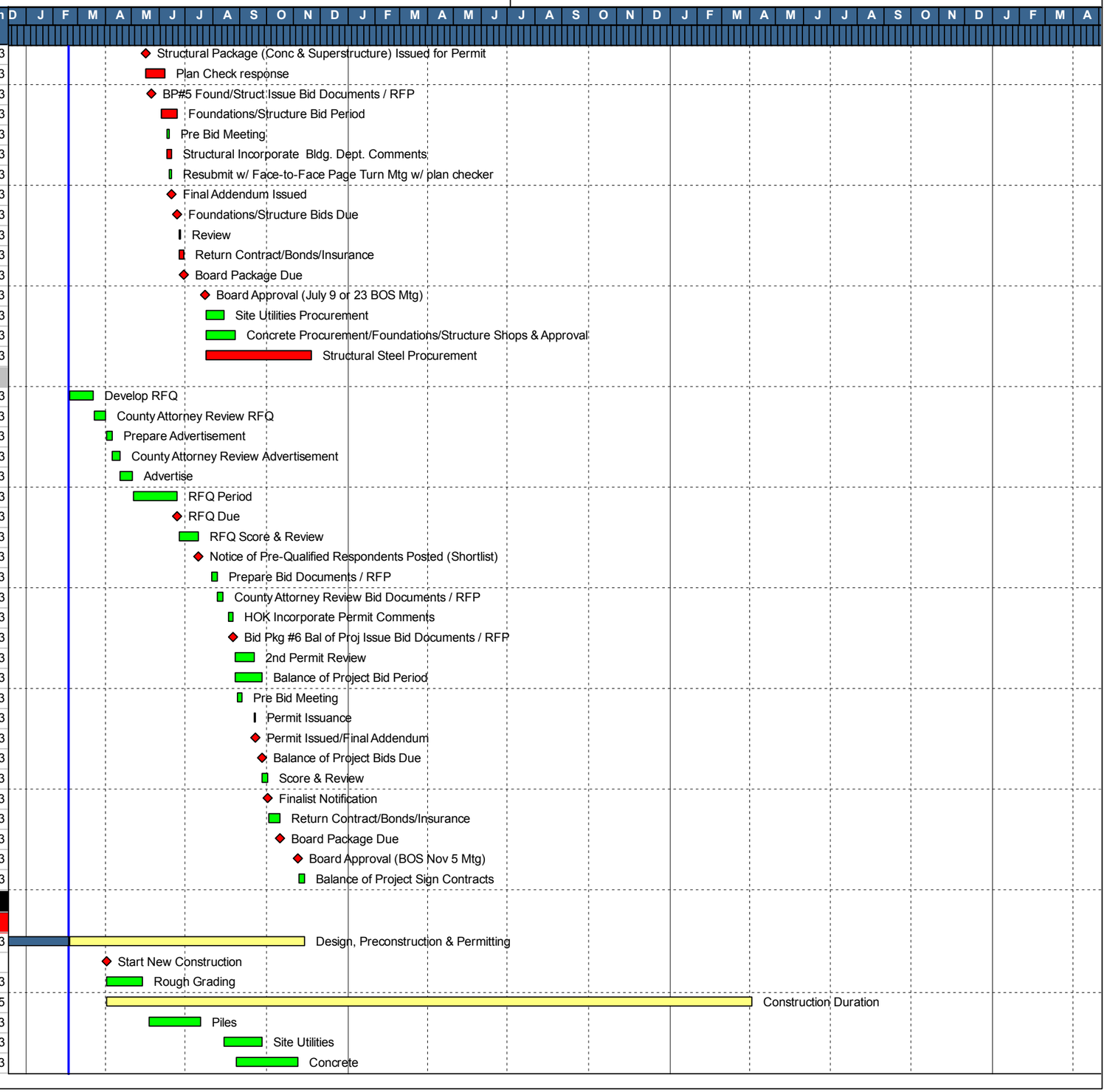
Activity ID	Activity Name	Orig Dur	Start	Finish
DD-190	RWC Fire Dept Informal Review	15	19-Feb-13	11-Mar-13
DD-200	RWC Planning Department Informal Review	15	19-Feb-13	11-Mar-13
DD-210	Estimate & Constructability Informal Review	20	19-Feb-13	18-Mar-13
DD-400	JPU Bond Process	20	19-Feb-13	18-Mar-13
DD-220	Develop Baseline Schedule	20	19-Feb-13	18-Mar-13
DD-230	County Planning Department Informal Review	20	19-Feb-13	18-Mar-13
DD-240	County Building Department Informal Review	20	19-Feb-13	18-Mar-13
DD-250	County Health Department Informal Review	20	19-Feb-13	18-Mar-13
DD-260	State FM Formal Submittal	30	19-Feb-13	1-Apr-13
DD-270	BSCC Formal Submittal	30	19-Feb-13	1-Apr-13
DD-480	SundtLayton Cost Analysis	30	28-Feb-13	10-Apr-13
DD-180	100% DDs JPU Page Turn	4	4-Mar-13	7-Mar-13
DD-470	Geothermal Consultant's Recommendations	8	4-Mar-13	13-Mar-13
DD-280	Comments from JPU/SL	15	8-Mar-13	28-Mar-13
DD-500	Receive approval from JPU to incorporate Geothermal into desig	1	14-Mar-13	14-Mar-13
DD-510	Complete DD Review of Design	0		14-Mar-13
DD-320	Baseline Schedule Due	0		18-Mar-13
DD-310	Report on Estimate	1	11-Apr-13	11-Apr-13
DD-490	JPU Review of Cost Analysis	2	11-Apr-13	12-Apr-13
DD-330	Additional VE Workshop (if necessary)	5	18-Apr-13	24-Apr-13
50% CDs				
CD-100	Determination of Mock-ups	5	19-Feb-13	25-Feb-13
CD-170	Begin CDs	0	25-Feb-13	
CD-120	Construction Documents (from 16 Weeks to 20 weeks)	109	25-Feb-13	29-Jul-13
CD-110	Develop Specifications of Mock-ups	25	26-Feb-13	1-Apr-13
CD-130	50% CDs	0		10-May-13
CD-140	Page Turn	5	13-May-13	17-May-13
CD-150	Comments from Team	8	13-May-13	22-May-13
CD-160	Design Evolution Log	5	20-May-13	24-May-13
80% CDs				
CD-180	Issue 80% CDs	0		5-Jul-13
PV-130	Schedule Bid Pack Trade Contractor Outreach	1	8-Jul-13	8-Jul-13
CD-220	RWC Fire Dept Final Permit Review	15	8-Jul-13	26-Jul-13
CD-300	DSA Accessibility Final Permit Review	15	8-Jul-13	26-Jul-13
CD-190	GMP	20	8-Jul-13	2-Aug-13
CD-230	RWC Planning Department Final Permit Review	20	8-Jul-13	2-Aug-13
CD-240	County Planning Department Final Permit Review	20	8-Jul-13	2-Aug-13
CD-250	County Building Department Final Permit Review	20	8-Jul-13	2-Aug-13
CD-260	County Health Department Final Permit Review	20	8-Jul-13	2-Aug-13
CD-270	State FM Final Permit Review	30	8-Jul-13	16-Aug-13
CD-280	BSCC Final Submittal Review	30	8-Jul-13	16-Aug-13
100% CDs				
CD-200	CD Issue - Start of Major Procurement Activities	0		29-Jul-13
CD-210	100% CDs	0		29-Jul-13
CD-290	Constructability Review	20	30-Jul-13	26-Aug-13
Bid Package #2 Design Build MEP&FS, Communications, Fire Alarm				
BP02-200	Prepare Bid Documents / RFP	45	13-Dec-12 A	28-Feb-13
BP02-240	County Attorney Review/ Protest Resolution Bid Documents / RF	1	28-Feb-13	28-Feb-13
BP02-270	Bid Package #2 Issue Bid Documents / RFP	0		28-Feb-13
BP02-280	Bid Period	20	1-Mar-13	28-Mar-13
BP02-350	Final Addendum Issued	0		20-Mar-13



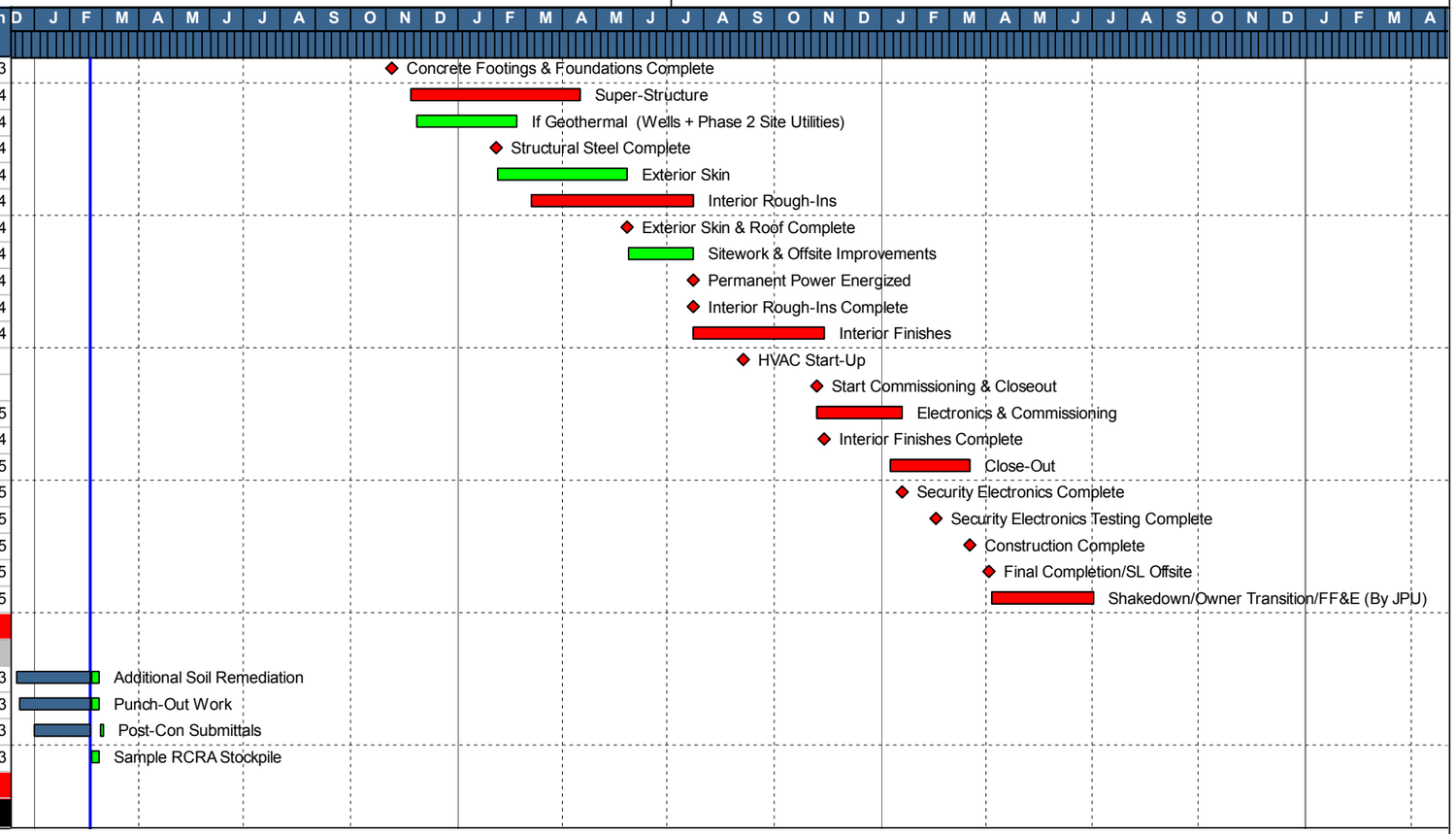
Activity ID	Activity Name	Orig Dur	Start	Finish
BP02-300	Bids Due	0		28-Mar-13
BP02-310	Bid Score & Review	9	29-Mar-13	10-Apr-13
BP02-400	Interviews	2	9-Apr-13	10-Apr-13
BP02-370	Design MEP Systems	60	11-Apr-13	5-Jul-13
BP02-360	Finalist Notification	0		11-Apr-13
BP02-330	Return Contract/Bonds/Insurance	10	12-Apr-13	25-Apr-13
BP02-320	Board Package Due	0		25-Apr-13
BP02-340	Board Approval (May 7 or 21 BOS Mtg)	0		21-May-13
BP02-390	80% MEP Design	0		12-Jun-13
BP02-380	HOK incorporate Const. Review comments	15	14-Jun-13	5-Jul-13
Bid Package #3 Piles & Rough Grading				
BP03-260	Bid Period	10	4-Feb-13 A	28-Feb-13
BP03-210	County Attorney Review Bid Documents / RFP	5	11-Feb-13 A	21-Feb-13
BP03-390	Permit Issuance	13	12-Feb-13 A	28-Feb-13
BP03-280	Bids Proposals Due	0		28-Feb-13
BP03-310	Permit Issued	0		28-Feb-13
BP03-290	Bid Score & Review	1	1-Mar-13	1-Mar-13
BP03-330	Finalist Notification	0		1-Mar-13
BP03-320	Return Contracts/Bonds/Insurance	3	4-Mar-13	6-Mar-13
BP03-300	Board Package Due	0		6-Mar-13
BP03-340	Board Approval (Mar 26 BOS Mtg)	0		26-Mar-13
BP03-360	Drive Indicator Piles (TBD)	15	27-Mar-13	16-Apr-13
BP03-370	Procure Concrete Piles (6wks)	30	9-Apr-13	20-May-13
Bid Package #4 Design Build SEC/DEC				
BP04-180	Prepare Bid Documents / RFP	45	13-Dec-12 A	28-Feb-13
BP04-230	County Attorney Review/Protest Resolution Bid Documents / RFI	1	28-Feb-13	28-Feb-13
BP04-260	Bid Package #4 SEC/DEC Issue Bid Documents / RFP	0		28-Feb-13
BP04-270	Bid Period	20	1-Mar-13	28-Mar-13
BP04-420	Final Addendum Issued	0		20-Mar-13
BP04-280	Bids Due	0		28-Mar-13
BP04-300	Bid Score & Review	9	29-Mar-13	10-Apr-13
BP04-430	Interviews	2	9-Apr-13	10-Apr-13
BP04-350	Finalist Notification	0		11-Apr-13
BP04-340	Return Contract/Bonds/Insurance	8	12-Apr-13	23-Apr-13
BP04-360	Design SEC/DEC Systems	60	12-Apr-13	8-Jul-13
BP04-310	Board Package Due	0		23-Apr-13
BP04-330	Board Approval (May 7 or 21 BOS Mtg)	0		21-May-13
BP04-410	HOK incorporate Const. Review comments	15	17-Jun-13	8-Jul-13
Bid Package #5 Found., Structure, Elevator, Site Utilities				
BP05-120	Develop RFQ	9	22-Feb-13*	6-Mar-13
BP05-150	County Attorney Review RFQ	7	7-Mar-13	15-Mar-13
BP05-110	Prepare Advertisement	2	18-Mar-13	19-Mar-13
BP05-130	County Attorney Review Advertisement	7	20-Mar-13	28-Mar-13
BP05-140	Advertise	10	29-Mar-13	11-Apr-13
BP05-160	RFQ Period	20	29-Mar-13	25-Apr-13
BP05-170	RFQ Due	0		25-Apr-13
BP05-180	RFQ Score & Review	5	26-Apr-13	2-May-13
BP05-210	Notice of Pre-Qualified Respondents Posted (Shortlist)	0		2-May-13
BP05-190	Prepare Bid Documents / RFP	5	9-May-13	15-May-13
BP05-200	County Attorney Review Bid Documents / RFP	5	9-May-13	15-May-13
BP05-380	Structural RFP	52	9-May-13	23-Jul-13



Activity ID	Activity Name	Orig Dur	Start	Finish
BP03-421	Structural Package (Conc & Superstructure) Issued for Permit	0		16-May-13
BP03-423	Plan Check response	15	17-May-13	7-Jun-13
BP05-230	BP#5 Found/Struct Issue Bid Documents / RFP	0		23-May-13
BP05-250	Foundations/Structure Bid Period	15	3-Jun-13	21-Jun-13
BP05-220	Pre Bid Meeting	3	10-Jun-13	12-Jun-13
BP03-424	Structural Incorporate Bldg. Dept. Comments	5	10-Jun-13	14-Jun-13
BP03-425	Resubmit w/ Face-to-Face Page Turn Mtg w/ plan checker	2	13-Jun-13	14-Jun-13
BP05-400	Final Addendum Issued	0		14-Jun-13
BP05-290	Foundations/Structure Bids Due	0		21-Jun-13
BP05-300	Review	2	24-Jun-13	25-Jun-13
BP05-330	Return Contract/Bonds/Insurance	5	24-Jun-13	28-Jun-13
BP05-320	Board Package Due	0		28-Jun-13
BP05-340	Board Approval (July 9 or 23 BOS Mtg)	0		23-Jul-13
BP05-350	Site Utilities Procurement	15	24-Jul-13	13-Aug-13
BP05-310	Concrete Procurement/Foundations/Structure Shops & Approval	24	24-Jul-13	26-Aug-13
BP05-390	Structural Steel Procurement	85	24-Jul-13	20-Nov-13
Bid Package #6 Balance of Project				
BP06-120	Develop RFQ	20	19-Feb-13	18-Mar-13
BP06-150	County Attorney Review RFQ	10	19-Mar-13	1-Apr-13
BP06-110	Prepare Advertisement	5	2-Apr-13	8-Apr-13
BP06-130	County Attorney Review Advertisement	7	9-Apr-13	17-Apr-13
BP06-140	Advertise	10	18-Apr-13	1-May-13
BP06-160	RFQ Period	35	3-May-13	21-Jun-13
BP06-180	RFQ Due	0		21-Jun-13
BP06-190	RFQ Score & Review	15	24-Jun-13	15-Jul-13
BP06-210	Notice of Pre-Qualified Respondents Posted (Shortlist)	0		15-Jul-13
BP06-170	Prepare Bid Documents / RFP	5	30-Jul-13	5-Aug-13
BP06-200	County Attorney Review Bid Documents / RFP	5	6-Aug-13	12-Aug-13
BP06-350	HOK Incorporate Permit Comments	5	19-Aug-13	23-Aug-13
BP06-230	Bid Pkg #6 Bal of Proj Issue Bid Documents / RFP	0		23-Aug-13
BP06-360	2nd Permit Review	15	26-Aug-13	16-Sep-13
BP06-250	Balance of Project Bid Period	22	26-Aug-13	25-Sep-13
BP06-220	Pre Bid Meeting	3	29-Aug-13	3-Sep-13
BP06-270	Permit Issuance	2	17-Sep-13	18-Sep-13
BP06-280	Permit Issued/Final Addendum	0		18-Sep-13
BP06-290	Balance of Project Bids Due	0		25-Sep-13
BP06-300	Score & Review	5	26-Sep-13	2-Oct-13
BP06-370	Finalist Notification	0		2-Oct-13
BP06-320	Return Contract/Bonds/Insurance	10	3-Oct-13	16-Oct-13
BP06-310	Board Package Due	0		16-Oct-13
BP06-330	Board Approval (BOS Nov 5 Mtg)	0		5-Nov-13
BP06-340	Balance of Project Sign Contracts	5	6-Nov-13	12-Nov-13
Construction				
Building Contract Baseline Schedule				
CON-130	Design, Preconstruction & Permitting	267	23-May-12 A	12-Nov-13
CON-100	Start New Construction	0	2-Apr-13	
CON-110	Rough Grading	30	2-Apr-13	13-May-13
CON-099	Construction Duration	732	2-Apr-13	3-Apr-15
CON-120	Piles	40	21-May-13	17-Jul-13
CON-109	Site Utilities	30	14-Aug-13	25-Sep-13
CON-150	Concrete	50	27-Aug-13	5-Nov-13



Activity ID	Activity Name	Orig Dur	Start	Finish
CON-170	Concrete Footings & Foundations Complete	0		5-Nov-13
CON-160	Super-Structure	102	21-Nov-13	16-Apr-14
CON-119	If Geothermal (Wells + Phase 2 Site Utilities)	60	27-Nov-13	21-Feb-14
CON-180	Structural Steel Complete	0		3-Feb-14
CON-200	Exterior Skin	80	4-Feb-14	27-May-14
CON-210	Interior Rough-Ins	97	6-Mar-14	22-Jul-14
CON-220	Exterior Skin & Roof Complete	0		27-May-14
CON-190	Sitework & Offsite Improvements	40	28-May-14	23-Jul-14
CON-230	Permanent Power Energized	0		22-Jul-14
CON-240	Interior Rough-Ins Complete	0		22-Jul-14
CON-250	Interior Finishes	80	23-Jul-14	12-Nov-14
CON-260	HVAC Start-Up	0	4-Sep-14	
CON-280	Start Commissioning & Closeout	0	6-Nov-14	
CON-290	Electronics & Commissioning	49	6-Nov-14	19-Jan-15
CON-270	Interior Finishes Complete	0		12-Nov-14
CON-300	Close-Out	49	9-Jan-15	18-Mar-15
CON-310	Security Electronics Complete	0		19-Jan-15
CON-320	Security Electronics Testing Complete	0		16-Feb-15
CON-330	Construction Complete	0		18-Mar-15
CON-340	Final Completion/SL Offsite	0		3-Apr-15
CON-350	Shakedown/Owner Transition/FF&E (By JPU)	63	6-Apr-15	2-Jul-15
Phase 1 Work				
Demo				
BP01-230	Additional Soil Remediation	1	17-Dec-12 A	25-Feb-13
BP01-180	Punch-Out Work	7	20-Dec-12 A	26-Feb-13
BP01-190	Post-Con Submittals	20	1-Jan-13 A	1-Mar-13
BP01-220	Sample RCRA Stockpile	5	19-Feb-13	25-Feb-13
Building - Working Schedule				
Manpower				



QUALITY MANAGEMENT PROGRAM

1.0 INTRODUCTION / EXECUTIVE SUMMARY

1.1 SCOPE

A commitment to quality is a Core Value at Sundt Layton. The Sundt Layton Quality Management Program is an organized system to manage the performance on projects to produce the best quality construction under the terms and conditions of the Contract.

1.2 PURPOSE

The purpose of the Sundt Layton Quality Management Program, and the development by the Sundt Layton Project Team of a Project Specific Quality Management Plan (QMP), is to provide the project team (including the Owner, Architect, Engineer, Construction Manager, Sundt Layton, Subcontractor / Prime Trade Contractor, why BOLD? Is PTC "Project Trade Contractors?" Suppliers, Vendors and Fabricators) a measurable means by which to gauge the quality of the product throughout the entire construction process. Good plans and specifications have long been acknowledged as the cornerstone of good construction; but an effective Quality Management Program and QMP augments that cornerstone by defining the means and methods that will ensure that the construction incorporates those provisions into the final product.

A Project Specific Quality Management Plan (QMP) will be developed to:

- Identify how project construction will be managed as determined by the Contract,
- Define procedures by which Sundt Layton will manage the activities of the Subcontractor / Prime Trade Contractor, Suppliers, Vendors and Fabricators,
- Define procedures to address the inspection and testing requirements,
- Define procedures for control, handling, storage and protection of all materials and equipment brought to the project site,
- Define procedures for audits that will be performed on the project to ensure that the site staff and management are implementing the QMP correctly and
- Discuss the procedures for processing deficient items and the required corrective actions.

1.3 SUBCONTRACTOR / PRIME TRADE CONTRACTOR PARTICIPATION

It is the Subcontractor / Prime Trade Contractor's responsibility to fully understand the Quality Management requirements stated in the Contract and to provide personnel capable of complying with those requirements, including the Project Specific Quality Management Plan (QMP). Subcontractor / Prime Trade Contractor's compliance with QMP requirements will involve participation in activities including, but not limited to: The Submittal Process, Preparatory Meetings, Pre-Installation Conferences, Materials and Equipment Checklists, Standard of Quality Meetings, Inspection Requests (IR's), Periodic Inspections utilizing Quality Inspection Checklists (QuIC's), Commissioning Processes, User Training, Close-out and Record Drawing Procedures as outlined below.

2.0 SUBMITTALS

Procedures for submittals will be in accordance with the Contract. Sundt Layton acknowledges the importance of the submittal review process and has adopted detailed submittal procedures to standardize that process with the Subcontractor / Prime Trade Contractor. Applicable submittals will be discussed at length during Preparatory Meetings with Subcontractor / Prime Trade Contractor.

3.0 PREPARATORY MEETINGS

Preparatory Meeting(s) will be performed prior to beginning work on site and could be required prior to each segment of work. The Subcontractor / Prime Trade Contractor Project Manager and Field Supervisor / On-site Superintendent are required to attend these meetings. A preparatory meeting agenda is prepared by Sundt Layton and includes a review of the Contract, a review of the approved submittal data, and may include, but not be limited to, the following additional items:

- A detailed list of submittals noting any deviations from Contract Requirements;
- A review of each submittal with special attention to the level of quality and detail that is expected in the various products;
- A timeline for the preparation of O&M Manuals and Record Drawings will be developed and agreed upon;
- A discussion on the construction methods, construction tolerances, standards of workmanship and the approach that will be used to provide quality construction by planning ahead and identifying potential problems for the various items of work;
- The Contract Drawings and Specifications with regard to the specific Subcontractor / Prime Trade Contractor's scope of work;
- Sundt Layton has developed Quality Inspection Checklist(s) (QuIC's) templates for various components of construction work. Applicable checklists, developed by the Sundt Layton project team and project Subcontractor / Prime Trade Contractor, will be modified to conform to the specific project requirements prior to the start of installation. QuIC's will be used along with the Inspection Request as the primary record keeping documents for the inspection process.

The primary goal of the Preparatory Meeting is to communicate and summarize the project requirements and confirm that all parties involved have the same understanding and expectations.

4.0 PRE-INSTALLATION CONFERENCES

Sundt Layton will have Pre-Installation Conferences for major Quality Installation? Milestones per the construction schedule. These Conferences will include Owners, Sundt Layton Management, Designers, 3rd Party Waterproofing consultant, Subcontractor / Prime Trade Contractor that affect the assembly or milestone activity and manufacture representation as needed. These meetings differ from the Preparatory Meetings held with individual Subcontractor / Prime Trade Contractor, in that they will involve representatives from multiple contractors to coordinate work among trades. For this project some of the Quality milestones or Pre-Installation Conferences include the following:

- Exterior Decks / Exterior Building Membrane System / Roofing System
- Building Expansion/Seismic Joint

5.0 PHASES OF CONSTRUCTION

5.1 MATERIALS AND EQUIPMENT RECEIVING

Subcontractor / Prime Trade Contractor, in conjunction with the Sundt Layton Project Team, will perform material and equipment inspections using the Materials and Equipment Receiving Checklist (MERC) when major material and/or equipment arrives at the site. This inspection will include examination for shipping damage, physical characteristics and documentation review to assure materials, parts and components are in accordance with the approved submittals and the Contract. Items will also be inspected to ensure compliance with "Buy American Act" requirements, **as applicable**. Results of this inspection will be documented on the Materials Receiving Inspection Checklist.

Storage, protection and maintenance of materials and equipment will be in accordance with manufacturer's recommendations, Contract requirements and Sundt Layton's procedures for material receiving and protective maintenance. In cases of conflict, the most stringent requirements will apply. The Subcontractor / Prime Trade Contractor, with the assistance of the Sundt Layton Project Team, will be responsible for the storage, protection and maintenance of materials and equipment from the time they are received until they are turned over for Commissioning.

5.2 STANDARD-OF-QUALITY MEETINGS

An inspection of the work performed will be done as soon as a representative segment of the particular item of work has been accomplished. It will include an examination of the quality of workmanship and review of testing for conformance with Contract, exclusion of defective/damaged materials, omissions and dimensional requirements. This will help the Subcontractor / Prime Trade Contractor develop a practice to avoid non-conformance throughout the project.

5.3 PERIODIC INSPECTIONS (QUIC'S)

Following completion of Standard of Quality Inspections, the Subcontractor / Prime Trade Contractor is generally released to begin production work to adhere to the project schedule. Periodic Inspections will be performed as the work progresses to identify any deficient work and correct it immediately. This will help the Subcontractor / Prime Trade Contractor develop a practice to avoid potential problems throughout the project. All new work should conform to the sample of work installed during the Standard of Quality Meeting.

Subcontractor / Prime Trade Contractor are responsible for their respective quality inspections but will be monitored by the Sundt Layton Project Team.

5.4 DEFICIENCY RECORDS

Any deficient item identified will be assigned a unique number for tracking purposes and recorded in the Deficiency Log. The procedure establishes an inspection reporting system for identifying, tracking and correcting any work that is not in conformance with the requirements of the Contract. Upon completion of the appropriate corrective action, Sundt

Layton will inspect the work to confirm that all deficiencies have been corrected and obtain Owner approval. The Sundt Layton Project Team will review the items on the Deficiency Log at least weekly so that deficient work will neither be covered up nor allowed to delay any subsequent work.

6.0 COMMISSIONING

Subcontractor / Prime Trade Contractor with work in place that requires commissioning are responsible for conducting and documenting commissioning activities. Start Up and testing of systems is required to establish compliance with the Contract and to determine suitability of the installation within its intended purpose. Another facet of the Start Up and testing process is to verify required interactions and interfaces among the various systems. Subcontractor / Prime Trade Contractor will coordinate commissioning activities with Owner's third Party Commissioning Agent. This testing and verification also serves to satisfy the Code enforcement officials with system compliance and the facility's suitability for occupancy.

7.0 PROJECT CLOSEOUT

Project Closeout activities should be initiated at Project Startup. All required Closeout items and documentation should be gathered, recorded and transmitted to the Sundt Layton as soon as possible.

7.1 OPERATION AND MAINTENANCE MANUALS

The Operation and Maintenance (O&M) Manual requirements (quantity, size, format, indexing, etc.) are found in the project specification manual in Division 01 "General Requirements". The product data for the pieces of equipment may have operation and maintenance information in them; but additional O&M data must be collected and placed into the format described in the Contract. The gathering of this data and placing into the prescribed form/format should start immediately after the submittals have been approved for any given piece of equipment or system. Subcontractor / Prime Trade Contractor must submit the correct, required information in the right form/format and all manuals/binders must be assembled, labeled and indexed per the Contract. Upon approval of the draft, the specified number of copies of the approved data in final form will be submitted to the Owner. This will be done well in advance of the scheduled training or the inspections scheduled to establish Substantial Completion (whichever occurs first) to allow Owner adequate time to review and approve all data submitted.

7.2 USER TRAINING / INSTRUCTION

The Contract-required training/instruction of the Owner's operations/maintenance personnel on the equipment/systems installed in the facility will be accomplished only after the equipment is functional and commissioning has been accomplished. The training will be scheduled with the Owner and appropriate Subcontractor / Prime Trade Contractor(s) after acceptance of the Operations and Maintenance data. However, this event must happen prior to the date of Substantial Completion, since finishing the training is a perquisite for issuance of the Certificate of Substantial Completion.

- O&M Manual(s) will be available for reference at the training as needed.

- Manufacturer's representative(s) will perform this training with the assistance of the installing Subcontractor / Prime Trade Contractor.
- The Contract-required number and medium/format of the training session recordings shall be submitted to the Owner at the conclusion of the training.

7.3 RECORD DRAWINGS

Refer to document 003 section 3.5.1 and document 014 5.10.2 for record drawing requirements.

8.0 SUPPLEMENTAL ACTIVITIES

8.1 TESTING

Sundt Layton will monitor most field sampling and in-place testing required under the Contract and/or included in a Subcontractor / Prime Trade Contractor's scope of work. Sundt Layton may provide an independent, commercial testing laboratory/agency to perform testing services required, unless noted otherwise. A list of all tests that are required by the Contract will be developed as part of the QMP. Records of the results of the observations and tests performed and the dispositions of deficient items will be recorded and documented per the Contract.

8.2 PREVENTIVE PROCEDURES

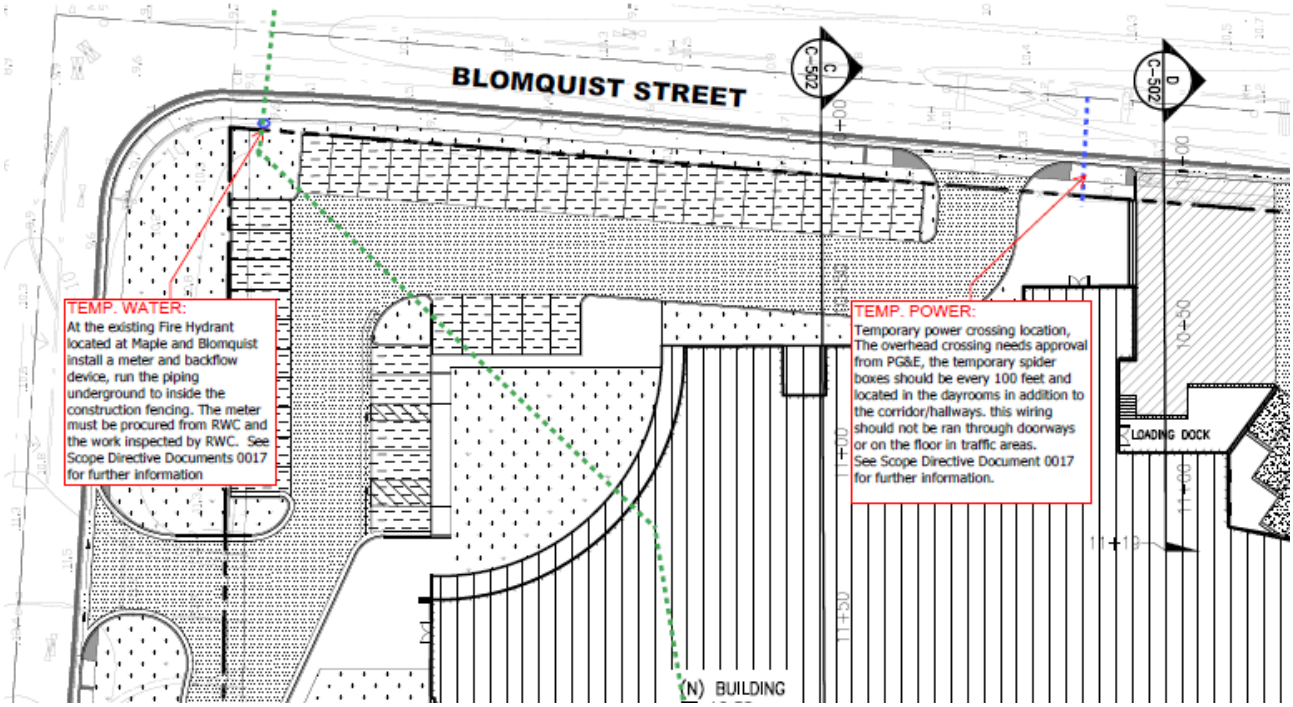
Sundt Layton's QMP has inherent features that will act as preventive controls, specifically the multi-phase inspection process where work is thoroughly reviewed prior to beginning construction and then work is inspected in detail during the Initial Standard of Quality Inspections to identify any issues or conflicts that may not have been discussed or discovered during the Preparatory Meeting. These controls encourage the Subcontractor / Prime Trade Contractor to thoroughly review his scope prior to beginning work.

In addition, Sundt Layton will review all instances of deficient work with the appropriate Subcontractor / Prime Trade Contractor (prior to rework) to identify and understand the nature of the deficiency and to develop a plan to avoid a repeat occurrence.

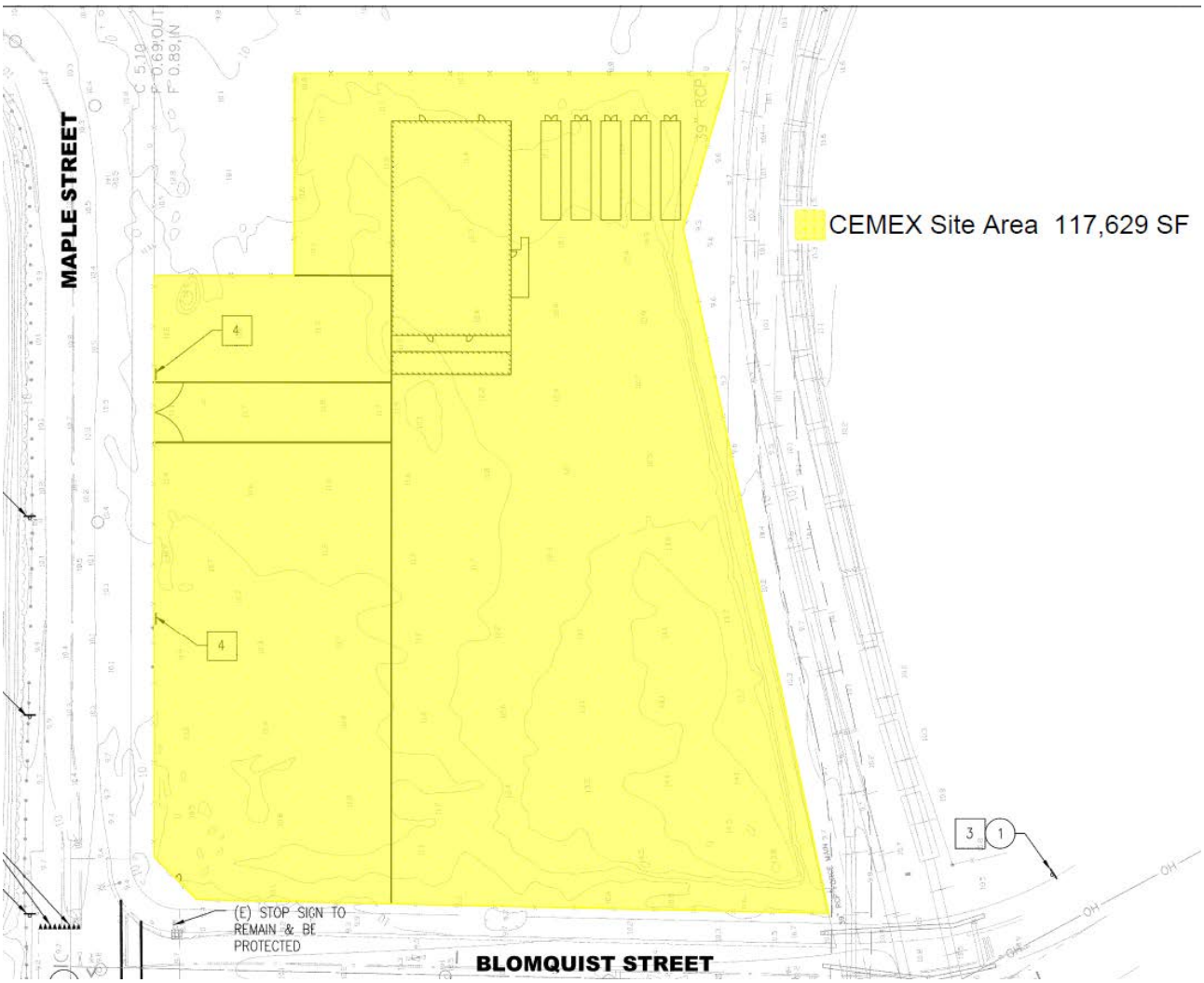
Sundt Layton also utilizes a project-specific Water Event Manual on each project. The purpose of the Plan is to educate the team members on mold related issues, establish preventive measures and establish remediation procedures in the event moisture is discovered.

END OF SECTION

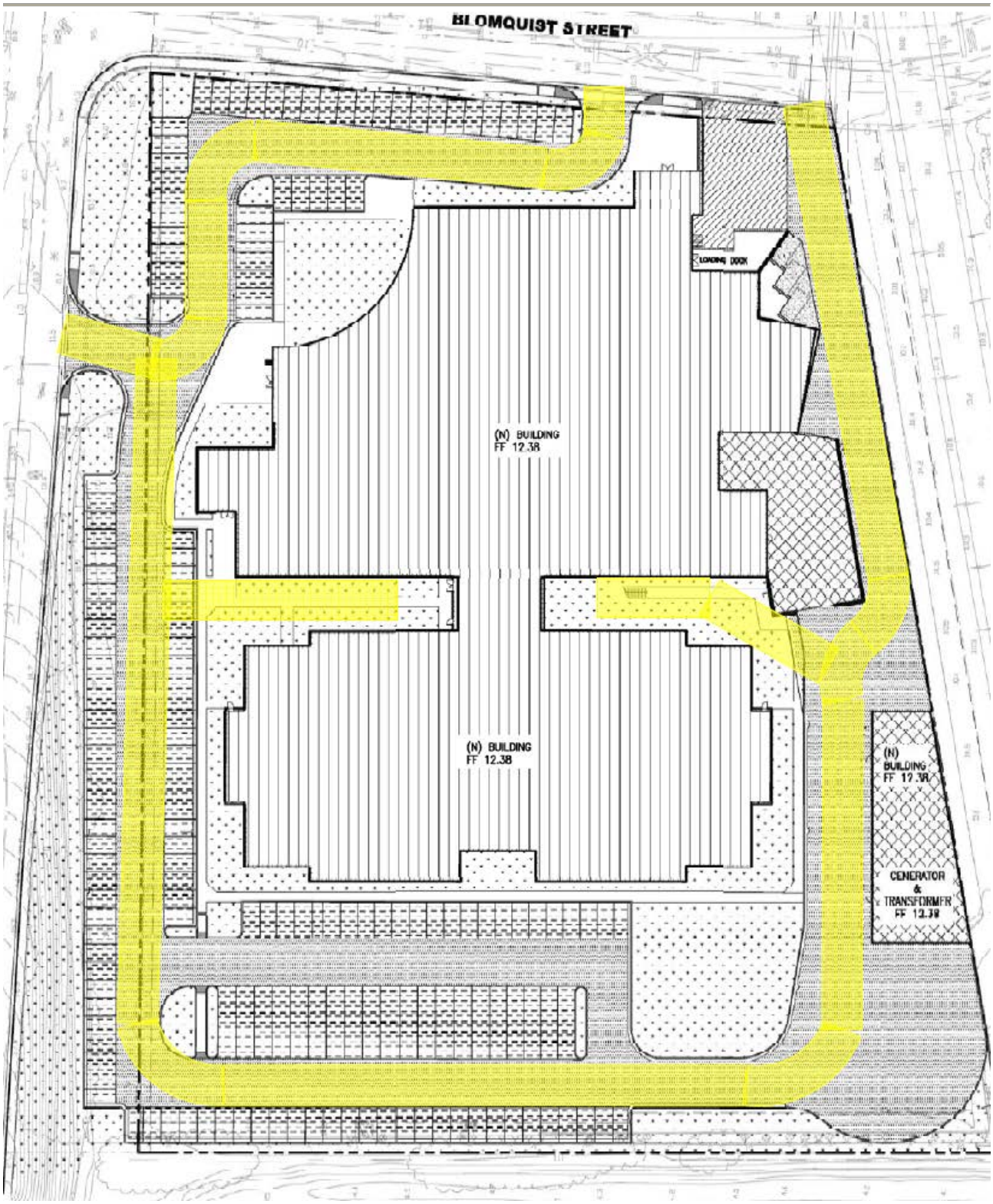
0008 SITE LOGISTICS PLAN



TEMPORARY WATER AND POWER SERVICES.



CONSTRUCTION YARD AND PARKING LOCATED AT 1402 MAPLE STREET
(Approximately 117,629 sf of area)



PROJECT SITE
(Approximately 24,251 CF of class 2 AB – 20ft wide 8" deep access road)

PROJECT SAFETY & HEALTH PROGRAM
SAN MATEO COUNTY REPLACEMENT CORRECTIONAL FACILITY PROJECT

Table of Contents

Subcontractors Safety Agreement viii
Emergency Telephone Numbers ix
1.0 Scope and Application 10
2.0 Project Safety Goals 12
2.1 Scope and Application 12
2.2 Definitions 12
2.3 Procedures 12
2.4 Project Safety Goals 12
2.5 Scope and Application 12
2.6 Experience Modification Factor 13
2.7 Procedures 13
2.8 Scope and Application 13
2.9 Responsibilities 13
2.10 Safety Coordinators 16
2.11 Competent Persons 16
2.12 Pre-Construction Safety Checklist 16
2.13 Safety Responsibility Evaluation 17
2.14 Scope and Application 17
2.15 Training and Education Procedures 17
2.16 Weekly, “Toolbox Safety” Meetings 17
2.17 Daily Safety Pre-task Planning Meetings 18
2.18 Jobsite Safety Orientations 18
2.19 Subcontractor New Worker Jobsite Safety Orientation 18
2.20 OSHA 30 Hour Training 18
2.21 OSHA 10 Hour Training 19
2.22 Safety Pre-Planning Meetings 19
2.23 Pre-Construction Safety Meeting: Project Safety Requirements 19
2.24 Safety Coordinator Meetings 19
2.25 Project Mass Safety Meetings 19
2.26 Project Safety Stand Downs 20
3.0 Substance Abuse Program 20
3.1 Purpose 20
3.2 Scope and Application 20
3.3 Rules 20
3.4 Testing Requirements 21
3.5 Testing Procedures 21
3.6 Searches 23
3.7 Refusal 23
3.8 Cost of Testing 23
3.9 Notification of Authorities 23
3.10 Individuals Convicted of Drug Offenses 23

3.11 Cooperation with Sundt Layton....23
3.12 Penalties....24
3.13 Confidentiality....24
4.0 Stretch and Flex....24
4.1 Scope and Application....24
4.2 Stretching Guidelines....24
5.0 Task Hazard Analysis....25
5.1 Scope and Application....25
5.2 Responsibilities....25
6.0 Emergency Procedures....26
6.1 Scope and Application....26
6.2 Reporting an Emergency....26
6.3 Injuries and Illnesses....26
5.3.1 First Aid....26
5.3.2 Medical Treatment....27
5.3.3 Emergency Medical Treatment....27
6.4 Severe Weather....27
6.5 Thunderstorms/Lightning/High Winds....28
6.6 Fire....28
6.7 Developing Fires....28
6.8 Bomb Threats....29
5.8.1 Phone Call....29
5.8.2 Suspicious Looking Objects....29
6.9 Property Damage....29
6.10 Evacuations....29
6.11 CRISIS MANAGEMENT PLAN....30
6.12 Additional Considerations....31
6.13 Emergency Action Plan....32
7.0 Incident Reporting and Investigation....35
7.1 Scope and Application....35
7.2 Responsibilities....35
7.3 Procedures....35
8.0 Incident Review Procedures....36
8.1 Scope and Application....36
8.2 Procedures....36
9.0 Non-Compliance to Safety Policies....36
9.1 Scope and Application....36
10.0 Visitors....37
10.1 Scope and Application....37
10.2 Tour and Visitors Procedures....37
11.0 Cranes....38
11.1 Scope and Application....38
11.2 Cranes 38
11.3 Crane Suspended Personnel Platforms....40
11.4 Designated Operator Program....40
12.0 Electrical....42

12.1 Scope and Application 42
12.2 General Electrical Requirements 42
12.3 Ground Fault Circuit Interrupters 42
12.4 Electric Tools 42
12.5 Electric Equipment 43
12.6 Extension Cords 43
12.7 Temporary Wiring & Lighting 43
12.8 Lockout/Tagout (LOTO) 43
12.9 Working On or Near Exposed Energized Parts 44
12.10 Working Around Overhead or Underground Electrical Power Lines 45
13.0 Electric Welding 45
13.1 Scope and Application 45
13.2 General Requirements 45
14.0 Excavation and Trenching 47
14.1 Scope and Application 47
14.2 Surface Encumbrances 47
14.3 Underground Installations 47
14.4 Requirements 47
15.0 Fall Protection 49
15.1 Scope and Application 49
15.2 Site Specific Fall Protection and Rescue Program 49
15.3 Personal Fall Arrest Systems 50
15.4 Scaffolding 50
15.5 Ladders 50
15.6 Floor and Roof Openings, Recessed Areas, Skylights 51
15.7 Hole Covers 51
15.8 Guardrails 51
15.9 Warning Lines 52
15.10 General Fall Requirements 52
YELLOW CAUTION FLAGGING (Yellow means Yield) Used to warn employees of a NON-SERIOUS hazard. 52
RED DANGER FLAGGING (Red means STOP) 53
Used to warn employees of a serious hazard (Life or Limb Threatening) 53
MULTI-COLORED FLAGGING (Stop, Look and Read Signs Before Entry) 53
16.0 Fire Hazards and Prevention 54
16.1 Scope and Application 54
16.2 Fundamentals of Fire Safety 54
15.2.1 Evacuation 54
15.2.2 Notification 54
15.2.3 Additional Requirements 55
16.3 Fire Prevention 55
16.4 Hot Work Permits 56
17.0 Gasoline Power 56
17.1 Scope and Application 56
17.2 Fire 56
17.3 Gases 57

18.0 Hand and Power Tools 57
18.1 Scope and Application 57
18.2 Procedures 57
18.3 Training Requirements 58
19.0 Hearing Conservation Policy 58
19.1 Scope and Application 58
20.0 Housekeeping 59
20.1 Scope and Application 59
21.0 Ladders and Stairways 59
21.1 Scope and Application 59
21.2 General Requirements 60
21.3 Extension Ladders 60
21.4 Step Ladders 60
21.5 Metal Portable Ladders 61
21.6 Job-Made Ladders 61
21.7 Stairways 61
22.0 Material and Personnel Hoists 61
22.1 Scope and Application 61
22.2 General Requirements 61
22.3 Material Hoists 62
22.4 Personnel Hoists 62
23.0 Material Handling and Storage 62
23.1 Scope and Application 62
23.2 General Requirements 62
23.3 Storage 63
24.0 Oxy-Acetylene Burning and Welding 63
24.1 Scope and Application 63
24.2 Handling Storage of Cylinders of Oxygen 64
24.3 Acetylene 64
24.4 General 64
25.0 Powder Actuated Tools 65
25.1 Scope and Application 65
25.2 Procedures 65
26.0 Personal protective Equipment 66
26.1 Scope and Application 66
26.2 Head Protection 66
26.3 Eye Protection 66
26.4 Respiratory Protection 67
26.5 Hand Protection 100% 67
26.6 Foot Protection 67
26.7 Body Protection 67
26.8 Special Protective Equipment 67
26.9 Reflective/High-Visibility Vests 68
27.0 Impalement Protection 68
27.1 Scope and Application 68
28.0 Safety Signs, Posters, and Banners 68

28.1 Scope and Application ... 68
29.0 Scaffolding ... 69
29.1 Scope and Application ... 69
29.2 Procedures ... 69
30.0 Spray on Fireproofing ... 71
30.1 Scope and Application ... 71
31.0 Traffic Control, Parking, Workers Transportation ... 71
31.1 Scope and Application ... 71
31.2 Traffic Control ... 72
31.3 Subcontractor Parking ... 72
31.4 Workers Transportation ... 72
32.0 Utilities ... 72
32.1 Scope and Application ... 72
33.0 First Aid/CPR ... 73
33.1 Scope and Application ... 73
34.0 Blood borne Pathogens ... 73
34.1 Scope and Application ... 73
34.2 Requirements ... 73
34.3 Training ... 74
35.0 Carbon Monoxide ... 74
35.1 Scope and Application ... 74
35.2 Contractor Testing Requirements ... 74
36.0 Confined Spaces ... 75
36.1 Scope and Application ... 75
36.2 Hazardous Confined Spaces - Four Main Categories ... 75
Lack of Oxygen ... 75
Oxygen Enriched Atmosphere ... 75
Carbon Monoxide ... 75
Combustible or Explosive ... 75
Toxic Atmosphere ... 75
36.3 Types of Confined Spaces ... 75
Non-Permit Required Confined Space ... 75
Permit Required Confined Space ... 76
36.4 Requirements ... 76
36.5 Training ... 76
36.6 Recordkeeping ... 76
37.0 Hazard Communication ... 76
37.1 Scope and Application ... 76
37.2 Material Safety Data Sheets (MSDS's) ... 77
37.3 Container Labeling ... 77
37.4 Secondary containers ... 77
37.5 Worker Training and Education ... 77
37.6 Contractor Hazard Communication ... 78
37.7 Exchange of MSDS's ... 78
37.8 Updating Inventory Listings ... 78
38.0 Respiratory Protection Chemical Coatings, Confined Space ... 79

38.1 Scope and Application 79
38.2 Responsibility 79
38.3 Voluntary Respirator Use 79
38.4 Workplace Exposure Assessment & Ongoing Surveillance Chemical Coatings 79
38.5 Respirator Selection 80
38.6 Evaluating Respirator Wearer's Health Status 80
38.7 Respirator Fit Testing & Assignment 80
38.8 Training 80
38.9 Recordkeeping 80
38.10 Scope and Application 81
38.11 Requirements 81
38.12 Respiratory Protection 82
38.13 Training 82
38.14 Recordkeeping 82
39.0 Attachments 83

Attachments

- General Safety Procedures for Visitors
- Jobsite Code of Safe Pratices
- Pre-Construction Safety Checklist Form
- Daily Safety Pre-Task Planning Form
- Bomb/Terrorist Threat Checklist Form
- Competent Person Acknowledge Form
- Project Safety Orientation Form
- Energized Electrical Work Permit
- Hot Work Permit
- Jobsite First-Aid Log Form
- On the Spot Lift Plan
- Critical Lift Plan
- Crane Pre-Lift/Critical Lift Safety Meeting Form
- Task Hazard Analysis Form
- Excavation/Trenching Permit
- Daily Excavation/Trenching Log
- Scaffolding Permit

NOTE: THE SUNDT LAYTON SAFETY MANAGMET TEAM RESERVES THE ATHORITY TO USE ADDITIONAL FORMS FROM THE SUNDT LAYTON PROJECT SAFETY MANUAL AS DEEMED NECSSARY.

SUNDT LAYTON

CONTRACTOR SAFETY AGREEMENT

I, the undersigned contractor have read the attached **PROJECT SAFETY PROGRAM** for the San Mateo County Replacement Correctional Facility project.

In accordance with this Project Safety & Health Program, our company, and all tiers, our vendors, and our subcontractor vendors, agree to abide by the policies and procedures contained within this Project Safety program and any future addendum's, State and Federal OSHA Regulations, federally recognized standards and codes, and all applicable state and local laws.

In conjunction with reviewing this Project Safety Program, I have provided all direct tiered subcontractors under our contract a copy of the Project Safety Program and submitted in writing all of the requested safety material and information outlined in Section 4.5 and on the "Pre-Construction Safety Checklist" form found within this program. See Attachments

Please sign and return this Contractor Safety Agreement acknowledgement page prior to initiating work on the project.

_____
Name of Contractor and/or,Lower-tier Subcontractor

_____ Name of Officer (*please print*)	_____ Name of on Site Project Manager, Superintendent, Foreman *(Please print)*
_____ Officer's Title (*please print*)	_____ Title *(please print)*
_____ Officer's Signature	_____ Project Manager, Superintendent, Foreman Signature
_____ Date	_____ Date

EMERGENCY TELEPHONE NUMBERS	
Minor Injuries on site: On Site Health and Safety **CLINIC:**	Hours 24 Phone: 866-988-2750
Injuries During Weekends and After Hours Emergencies	Hours: 24 hours/7 days/week ER Phone:
Sundt Layton Claims Specialist: Maree Urias Buono **Workers Compensation/General Liability Reporting**	Phone: 520-750-4650 Cell: 520-870-0824 Fax: 480-293-0769
Police/Fire/Ambulance Service	911
OSHA	
Sundt Layton Corporate Office: 2620 S. 55th Street Tempe, AZ 85282	Office: 480-293-3000
Sundt Layton Operations Manager:	

EMERGENCY TELEPHONE NUMBERS	
Sundt Layton Project Area Manager:	Office: Cell:
Sundt Layton Project Safety Manager:	Cell:
Sundt Layton Area Safety Manager: Larry Carte/Sundt Trevor Austin/Layton	Cell: 916-416-9150 Cell

1.0 Scope and Application

The San Mateo County Replacement Correctional Facility project will rely on equipment, material deliveries, and multiple subcontractors working simultaneously. This project will be using cranes, excavating equipment, haul trucks, forklifts and other work vehicles and these elements will interact continually. A specialized effort will be maintained to achieve a quality safety program and healthy personnel on the project.

As leaders in the construction industry, Sundt Layton is committed to jobsite safety. It is our intention to ensure that the safest possible working conditions are provided for all workers and visitors. This will be achieved through the implementation of this safety program Sundt Layton's safety program and the participation of the subcontractors and lower-tier subcontractor's safety programs. By promoting jobsite safety, incidents that increase cost to the project and suffering to the workers will be eliminated or reduced. It is our belief that with complete cooperation and compliance from all subcontractors and lower-tier subcontractors' workers, the ultimate goal of **"Zero Accidents"** can be achieved.

In achieving our desired goal of **"Zero Accidents"**, Sundt Layton, in conjunction with all subcontractors and lower-tier subcontractors, will work diligently in the implementation of this safety program. In addressing this goal, this safety program will be implemented as warranted by Sundt Layton. Only Sundt Layton has the authority to waive any specific safety program requirement(s).

Subcontractors and lower-tier subcontractors are responsible for the safety of their workers and/or visitors as mandated by the rules and regulations of this safety program, their corporate safety program, OSHA Safety Standards for the Construction Industry, and all local, state, and federally recognized standards and codes

Project Managers, Superintendents, Assistant Superintendents, Safety Coordinators, and Foreman are also recognized as the key individuals to the successful implementation and safety management of this safety program. It is the responsibility of each individual to manage safety on the jobsite by ensuring their workers are properly trained and equipped to perform their work task in a safe manner.

All workers also have a safety responsibility to protect themselves, their fellow workers, and visitors to the jobsite by maintaining safe work areas and performing all work tasks in a safe manner. Workers are also required and empowered to immediately stop all unsafe work practices and conditions which could result in injury or property damage report to management and correct them.

This program strives to encompass many of the major standards promulgated by the State and Federal Occupational Safety and Health Administration (OSHA) and the American National Standards Institute (ANSI), but in no way is it all encompassing. In the event a situation arises whereby a site practice is not covered in this program, subcontractors program, or subcontractors program, the most applicable and stringent safety standard shall apply using the Occupational Safety and Health Administration standards as a minimum.

Worker Orientation

- Sundt Layton will communicate project specific hazards to orient new workers to the site.
- Our management will participate in New Worker Orientation Training Sessions.

- Project specific safety guidelines, Code of safe practice's will be revived at this time.
- Sundt Layton will ensure a process is in place to provide a drug free work place. All personnel will be subject to pre project and will participate in a Random Substance Abuse Tests.

Employee Recognition

- Sundt Layton will implement a project specific recognition plan on this project in support of Sundt Layton's Safety by Choice program.

2.0 Project Safety Goals

2.1 Scope and Application

In order to prevent incidents and injuries that may result from the activities of subcontractors and lower-tier subcontractors, Sundt Layton has established project safety goals for this project. These project safety goals apply to the project as a whole and to each individual contractor and subcontractor.

Individual subcontractors and lower-tier subcontractors are also encouraged to establish their own project safety goals which meet or exceed the goals established in this Project Safety Program.

2.2 Definitions

OSHA Recordable Incident - Incident that involves a contractor's worker receiving a work related injury that results in loss of consciousness, restriction of work or motion, transfer to another job, or requiring medical treatment considered beyond first aid.

Lost Workday Incident - Incident that involves a contractor's worker receiving a work related injury that does not allow the worker to return to work (based on the restriction of work by the attending physician) on their next regularly scheduled work shift.

Lost Workday - Regularly scheduled workdays that a contractor's worker misses due to the work restrictions placed on the worker by the attending physician.

Near Miss - Any incident/event that could have resulted in a fatality, serious injury, illness, fire, property damage, etc. to the project, contractor workers, visitors, general public, etc..

Fatality - Work related incident resulting in the death of a contractor's worker.

Light Duty - The light duty program (Return to Work) encourages the return to work of contractor workers who are not seriously injured. Each injury will be evaluated to determine what light duty jobs are available.

First Aid – Any incident that involves a contractor's worker receiving a work related injury that can be treated with non-prescription medication.

2.3 Procedures

Monthly reports tracking OSHA Recordable Injuries, Lost Workday Injuries, Lost Workdays, and Fatalities will be developed and reviewed at Monthly Safety Meetings.

2.4 Project Safety Goals

Project Safety Goals are as follows:

OSHA Recordable Incident Rate of 0, Lost Workday Incident Rate of 0, Fatality rate of 0.

2.5 Scope and Application

The goal of Sundt Layton is to evaluate subcontractors and lower-tier subcontractors' written safety programs, statistical safety data, and current safety activities prior to initiating any work on the San Mateo County Replacement Correctional Facility Project. This safety evaluation will be completed by Sundt Layton Management and the Project Safety Manager on all information submitted by the subcontractor's at all tiers.

2.6 *Experience Modification Factor*

All subcontractors and lower-tier subcontractors agree to subcontract work only to subcontractors (all tiers) with an **Experience Modification Factor of 1.0 or less.**

2.7 *Procedures*

All subcontractors' subcontractors and lower-tier subcontractors will submit in writing to the Project Safety Manager two weeks before starting all safety material and information requested on Sundt Layton's Pre-Construction Safety Checklist. See form in attachments.

If any subcontractors or subcontractor's information is deemed as inadequate or insufficient for proper evaluation, upon Sundt Layton's request, additional information must be provided.

If any subcontractors or subcontractors are deemed unacceptable, Sundt Layton may utilize one or a combination of the following options:

- Use an alternative subcontractors or lower-tier subcontractor who meets required safety standards
- Subcontractors or lower-tier subcontractor will develop a "Project Specific Safety Action Plan"

All alternative options must be approved by the Project Safety Manager.

2.8 *Scope and Application*

The assignment of a project safety manager to monitor jobsite safety responsibilities is **not** intended to relieve the contractor, subcontractor, or tiered-subcontractor of their responsibilities for providing a safe and healthy work environment for their workers. It is the sole responsibility of all contractor, subcontractor, and tiered-subcontractors on the project to comply with all federal, state, and local safety and health guidelines and requirements, and the provisions within this governing Project Safety Program. This program is to supplement and assist in their efforts for such compliance.

This section is to confirm the subcontractors and lower-tier subcontractor's safety responsibilities at the San Mateo County Replacement Correctional Facility Project. Outlined below are specific safety and health responsibilities for all subcontractors, subcontractors, and tiered-subcontractors.

2.9 *Responsibilities*

Project Safety Manager

Responsible for monitoring the overall safety activities of all on site subcontractors and lower-tier subcontractors. Responsibilities include the following:

1. Assists in the design and continuity of the contractor and subcontractor safety process;
2. Assist in the review, implementation and enforcement of all project safety programs;
3. Assist in conducting safety orientations for all new workers;
4. Monitor the Substance Abuse Drug Program;
5. Collect and maintain subcontractors and lower-tier subcontractors safety information;
6. Conduct pre-construction meetings with the subcontractors and lower-tier subcontractors to discuss safety and insurance requirements, and review their site-specific safety plans;
7. Conducts weekly documented safety audits;
8. Chair the weekly safety meetings and safety coordinator meetings. Maintain and distribute the monthly Project Safety Summary Report;
9. Coordinate insurance consultation visits;
10. Monitor claims to ensure compliance with established Return to Work procedures;

11. Chair the Incident Review Meetings, track incident statistics, and monthly presentation of statistic, goals, and corrective measures;
13. Authorize immediate action to correct safety deficiencies reported or observed.

Project Managers / Superintendents / Assistant Superintendents/Assist. Safety Managers

These individuals are responsible for the following:

1. The design and continuity of the contractor and subcontractor safety process;
2. The review, implementation and enforcement of all project safety programs;
3. Communicates potential contractor and subcontractor created hazards to the Project Safety Manager;
4. Communicates potential project hazards to subcontractors, subcontractors, and the Project Safety Manager;
5. Attends Incident Review meetings;
6. Conduct monthly (Project Managers) or weekly (Superintendents) documented safety audits;
7. Conduct monthly safety meetings;
8. Plan and execute all work so as to comply with stated safety objectives;
9. Comply with all the provisions of the contract dealing with safety requirements;
10. Coordinate with the Project Safety Manager, Area Safety Manager; Owner's Safety Representatives and Insurance Loss Control personnel;
11. Authorize immediate action to correct safety deficiencies reported or observed;

Subcontractor &Lower-tier Subcontractors Safety Coordinators

Subcontractors and Lower-tier Subcontractors Safety Coordinators, the designated on-site Safety Coordinator (or Superintendent/Foreman) will be responsible for the following:

1. Maintain on the jobsite a copy of the Project Safety Program available for review by the Onsite Superintendent, Foreman, Safety Coordinator, and Workers,
2. Implementation and enforcement of the Project Safety Program, their subcontractors Safety Program, and all their tiered subcontractors Safety Programs;
3. Verify that all tiered subcontractors under direct contract coming on the project have been screened and provided a copy of the Project Safety Program;
4. Verify that all tiered subcontractors under direct contract coming on the project have provided all the safety material and information requested on the "Pre-Construction Safety Checklist" form;
5. Conduct all necessary safety and health training as required by this Project Safety Program and OSHA;
6. Verify all new workers have gone through Project required orientation and reviewed the site specific "Task Hazard Analysis" prior to assigning a work task to the new worker. All training will be documented.
7. Communicates and enforces the mandatory requirements of this Safety Program to their workers and all levels of subcontractors tiered workers;
8. Collects and provides the following reports upon request by the Project Safety Manager:
    - Weekly Toolbox Talks Meeting Minutes - Weekly
    - Incident/Near misses investigation reports – < 24 Hours
    - Daily Safety Pre-Task Planning Reports – Daily
    - Daily Crane Inspection Reports – Upon request

- Insurance, safety consultant, and company safety reports – Upon receipt

9. Maintain a master or central file for safety and health related documentation on the jobsite. Files shall be maintained in such a manner that distinguishes each subcontractor and their tiered-subcontractors from other subs & tiered-subcontractors. Recommended file information is below:
    - Written Safety & Loss Prevention Program;
    - Hazard Communication Plan and site specific MSDS;
    - Site specific Crisis Management Plan;
    - Site Specific Hazardous Materials Management Plan;
    - Specific Job Hazard worker training documentation;
    - Equipment inspection reports;
    - Crane inspection reports;
    - Orientation training records;
    - Incident investigation reports;
    - Daily Safety Pre-Task Planning reports;
    - Designated Competent/Person qualifications;
    - Industrial Hygiene monitoring results for Noise or Air Quality;
10. Assists the Project Safety Manager in regards to their company and their subcontractors safety activities;
11. Disciplines and takes corrective actions when directed by the Project Safety Manager, or when conditions warrant such actions;
12. The inclusion of a light duty/return to work program;
13. Ensures their company's workers and subcontractors workers follow all aspects of this program;
14. Make daily safety inspections of the job site and make necessary immediate corrective action to eliminate unsafe acts and conditions;
15. Maintain the OSHA 300 Injury and Illness Log Form Report;
16. Review accident/incident reports and initiate immediate corrective action;
17. Provide job foreman with appropriate safety material relevant to jobsite work activities for use in conducting weekly "tool box" safety meetings;
18. Attend foreman "tool box" safety meetings and evaluate their effectiveness;
19. Assist in the preparation and review of the incident investigation and reporting procedures;
20. Encourage programs for recognition of individual workers safety efforts and their contribution toward improved work procedures;
21. Be responsible for the control and availability of the necessary safety equipment, including worker's personal protective equipment;
22. Coordinate safety activities with all subcontractors, subcontractors, Project Safety Manager, and the Owners Representatives;
23. Attend weekly safety coordinators and claims meetings for safety and health training, discussing safety issues, reviewing claims, accidents, incidents, and current work activities, etc.;
24. Attend the Pre-Construction Safety Meeting to review safety requirements;
25. Conduct and document Daily Safety Pre-task Planning meetings with all workers before the start of each work shift;
26. Attend and document all Safety Preplanning Meetings for exposures outlined in this Safety Manual.

2.10 Safety Coordinators

All subcontractors and lower-tier subcontractors on the project will designate an On Site Safety Coordinator. If a subcontractor (including their lower-tiered work force) on the project has less than 25 workers on site, then they are permitted to be represented by the subcontractors' Designated Superintendent or Project Safety Manager.

The recommended Safety Coordinator should be a representative of management with current certification (within the last 3 years) in OSHA's 30 Hour Outreach for Construction Standards training.

2.11 Competent Persons

All subcontractors and lower-tier subcontractors on the project will designate a "Competent Person" as warranted by OSHA Safety Standards for the Construction Industry.

A "Competent Person Acknowledgement" Form will be completed for each work area and/or competent person and submitted along with the competent person's qualifications to Sundt Layton's project safety manager prior to the start of work on the project. (See attachments).

Qualifications should consist of training certifications, OSHA Certifications, classroom training, etc. in conjunction with a detailed resume of his/her work experience for the competent person designation. If there is a change in competent persons, the form and qualifications must be updated and resubmitted to Sundt Layton's project safety manager prior to the new competent person accessing the jobsite.

A "Competent Person" is defined as "One who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authority to take prompt corrective measures to eliminate them". This "Competent Person" will also be the primary contact person for Sundt Layton on safety and compliance related issues on the work they are overseeing.

Competent Persons will include, but not limited to the following: Fall Protection, Scaffolding, Cranes / Rigging, Ladders, Tilt Panel Operations, Electrical, Confine Space Entry, Trenching / Excavating, Steel Erection, Respiratory Protection, Demolition, Welding / Torch Cutting, etc.

2.12 Pre-Construction Safety Checklist

Contractual requirements of this project require each contractor and subcontractor to provide Sundt Layton in writing the following information 2 weeks prior to the start of work:

1. Corporate Safety Program
2. Hazard Communication Program and jobsite specific MSDS's (< 3 years)
3. Site Specific Fall Protection and Rescue Program as outlined in Section 17 of the Safety & Health Program.
4. A signed copy of the "Competent Persons Acknowledgement" form with the name and **qualifications** (Section 4.4) of the OSHA required competent person(s) working "Onsite" on this project – See attachments.
5. A signed copy of the "Contractor Safety Agreement" form – Safety & Health Program.
6. The safety process for PREPLANNING and SUBMITTING all critical work tasks for developing detailed work plans/procedures called "Task Hazard Analysis" for the successful completion of these identified critical work tasks. Critical work tasks include, but not limited to: fall protection, steel erection, decking, precast and/or pour in place concrete, scaffolding, roofing, traffic control, electrical, welding/torching,

dusts/vapors/noise, large equipment, blasting, aerial lifts, trenching/excavating, cranes and rigging, confine space, or any other hazardous operations.

7. Submit the annual inspection certification for all cranes in conjunction with Operators, Riggers, Signal Persons, and Assembly/Disassembly Directors qualifications.
8. Name and qualifications of the "Onsite" Safety Coordinator.
9. Name and cell phone number of the "Onsite" Foreman/Superintendent responsible for implementation and enforcement of this safety program.
10. Name, cell phone number, and email address for the "Offsite" Project Manager.
11. Name of the "Onsite" FA/CPR Certified Worker(s).
12. Name, cell phone number, and email address for the Company's Safety Director.

Note: To assist in assembling safety material, a Pre-Construction Safety Checklist can be found in the attachments.

2.13 Safety Responsibility Evaluation

During the evaluation of safe job performance, implementation of the Project Safety Program and contractor/subcontractors safety programs will be used in measuring safety performances and activities. Based on this evaluation and overall safety performance and results bidding on future projects could be positively or negatively impacted.

2.14 Scope and Application

With Sundt Layton, designated contractor and subcontractor safety coordinators managing safety and potential exposures, jobsite hazards can be eliminated and/or minimized to create a safe and healthy work environment. This environment will further be enhanced through safety meetings, training, and education of workers assigned to this project. This will include items contained in, but not limited to, the San Mateo County Replacement Correctional Facility Project Safety Program, OSHA Standards, and any pertinent State and local regulations.

Subcontractors and lower-tier subcontractors are solely responsible for all federal and/or state required safety training and certification of their personnel on this project.

2.15 Training and Education Procedures

All Subcontractors and lower-tier subcontractors are required to comply with the following meeting, training, and education program requirements. Subcontractors and lower-tier subcontractors with non-English speaking work forces are also responsible for providing an interpreter for all training sessions.

Subcontractors and lower-tier subcontractors are strongly encouraged to implement "Transition of Empowerment" by rotating the responsibility of conducting meetings and training sessions among all workers.

2.16 Weekly, "Toolbox Safety" Meetings

Subcontractors and lower-tier subcontractors will conduct Weekly Mass Safety Meetings "Toolbox Safety" Meetings at the jobsite for all workers to increase safety awareness on this project. The safety topics for these meetings must relate to the work that is underway or immediately up coming.

Every worker that attends these weekly toolbox safety meetings will sign their signature documenting attendance.

A copy of the weekly toolbox safety meeting minutes with signatures will be provided to the Sundt Layton Project Safety Manager within 5 days (weekly) of conducting the meeting.
Subcontractor's workers may attend the contractor's weekly toolbox safety meeting if a separate list of signatures identifying the subcontractor workers is maintained and relates to their upcoming work.

2.17 Daily Safety Pre-task Planning Meetings

Subcontractors and lower-tier subcontractors are required to conduct "Daily Safety Pre-task Planning" meetings with all workers at the beginning of each work shift to discuss safety and upcoming daily work activities (i.e.: specific work task, equipment to be utilized, hazards associated with the work tasks, safety procedures, etc.) and to complete the recommended Stretch and Flex exercises.
All meetings will be documented on the "Daily Safety Pre-task Planning" meeting form and submitted **DAILY**, to the Sundt Layton Project Safety Manager along with the Contractor's Daily Report. See attachments.
The original "Daily Safety Pre-Task Planning" form with workers signatures must be submitted. Photocopies of the form with copied signatures or computer printout of workers names is prohibited and unacceptable.

2.18 Jobsite Safety Orientations

Subcontractors and lower-tier subcontractors are responsible for ensuring that all workers assigned to this project attend the jobsite safety orientation provided by Sundt Layton. No workers will be permitted to work onsite until the safety orientation has been successfully completed.
The jobsite safety orientation program will contain the following:

A. Attending and understanding the "Sundt Layton Safety Orientation"
B. Safety Orientation Sign in Form – See attachments
C. Safety Orientation Policies and Procedures Form – See attachments
D. Substance Abuse Drug Policies
C. Reading and understanding the Project Code of Safe Practices

Note: Policies and procedures reviewed at the safety orientation may be expanded / modified as warranted.

2.19 Subcontractor New Worker Jobsite Safety Orientation

Each new worker will attend the Sundt Layton jobsite safety orientation, upon completion of the orientation they will receive a hard hat sticker to confirm that they have been through the orientation process. Prior to the new worker starting work on the project the subcontractor foreman must have the new worker review the Task Hazard Analysis's and any Site Specific safety plans, Documentation of this is mandatory and be presented upon request.

2.20 OSHA 30 Hour Training

All Safety Representatives of Sundt Layton, subcontractors and lower-tier subcontractor and subcontractors and lower-tier subcontractor supervisors and/or foremen shall have at a minimum a 30 hour OSHA Outreach Construction Safety course.

2.21 OSHA 10 Hour Training

As stipulated in the contract, all trade workers shall be OSHA 10 Hour Outreach Trained in Construction Safety Standards. Documentation is required at time of the Project Safety Orientation.

2.22 Safety Pre-Planning Meetings

All subcontractors and lower-tier subcontractors will be responsible for participating in a formal **"Safety Pre-Planning Meeting"** prior to the start of all work activities. The meeting will be scheduled with the Sundt Layton Superintendent(s) and Project Safety Manager. All documentation (i.e. Pre-Construction Safety Checklist and THA) required for this meeting will be submitted two weeks prior to the scheduled meeting date.

Prior to this meeting, subcontractors will develop and have available a formal **"Task Hazard Analysis"** form addressing all primary work activities, exposures associated with these work activities, and safety policies and procedures to address the exposures. For additional details, please see Task Hazard Analysis.

Subcontractors and lower-tier subcontractors are responsible and accountable for contacting Sundt Layton representatives, Project Safety Manager, and arranging a date and time for the meeting.

All Safety Pre-Planning Meetings will be documented and maintained on file. Safety Pre-Planning Meetings may be handled within the Pre-Activity Meetings (**Pre-Construction Meeting**).

Attendance at the meetings should include the subcontractor Superintendent, Foreman, and Safety Coordinator, Sundt Layton's Superintendent, Assistant Superintendent, and/or Field Engineer, and Sundt Layton's Project Safety Manager.

2.23 Pre-Construction Safety Meeting: Project Safety Requirements

Prior to the start of work on the project, subcontractors along with their sub-subcontractors will meet with the Project Safety Manager or another Sundt Layton Representative to review safety requirements for the project. Attendance at the meeting should include the sub-subcontractors onsite and offsite field/office management staff, safety director, and their designated safety coordinator.

2.24 Safety Coordinator Meetings

Safety Coordinators will attend Weekly Safety Coordinator Meetings conducted by the Project Safety Manager for safety training, review of project safety issues, review of the Project Safety Program, accident analysis, Project Safety Summary, etc. Attendance by the subcontractor and lower-tier subcontractor's designated safety person is mandatory. These meetings can be held in conjunction with the project weekly foreman's meetings.

2.25 Project Mass Safety Meetings

Project Mass Safety Meetings will be held on a monthly basis (usually first Tuesday of every month) to review items associated with safety inspections, construction trends, any accidents or incidents, etc. during the previous four weeks. All subcontractor and lower-tier subcontractors' workers will be required to attend and/or participate in the mass safety meetings.

2.26 *Project Safety Stand Downs*

Project Safety Stand Down focusing on safety related topics will be presented annually or as mandated by jobsite exposures and hazards. Therefore, all subcontractor and lower-tier subcontractors' workers will be required to attend and/or participate in the stand down(s).

3.0 *Substance Abuse Program*

3.1 *Purpose*

To help ensure a safe, healthy, and productive workplace, Sundt Layton has adopted a policy of maintaining a workplace free of drugs and alcohol. This policy restricts certain items and substances from being brought onto, or being present on Sundt Layton projects. Sundt Layton also prohibits individuals from reporting to work or working under the influence of illegal drugs, alcohol, and other controlled substances which may affect their ability to perform work safely.

All individuals or agents of subcontractors hired to perform work under any Sundt Layton contract or in any project will be required to submit a substance abuse test within 30 days prior to commencing work on the project.

Any individual who feels that he or she has a drug or alcohol related problem is encouraged to seek professional help. An individual's employer will refer anyone voluntarily seeking such help to professional assistance and any such action shall be kept strictly confidential.

3.2 *Scope and Application*

This policy applies to Sundt Layton employees, subcontractors, consultants, construction managers, or others working at a Sundt Layton project where Sundt Layton holds the subcontracts and/or Sundt Layton is contractually obligated to implement said program. This program does not apply to projects whereby Sundt Layton does not carry the subcontracts insurance program and/or there is no contractual obligation to do so. This program always applies to Sundt Layton employees regardless of contractual obligation.

This policy includes pre-employment, post- incident, reasonable suspicion, re-employment, random testing, searches and investigations to the extent permissible by law.

3.3 *Rules*

Possessing, soliciting, manufacturing, distributing, dispensing, and/or the use of illegal drugs, drug paraphernalia, unauthorized controlled substances, illegal use of legal drugs, and other intoxicants on or in any project or at any facility is prohibited and may result in disciplinary action up to and including removal/barring of the individual from Sundt Layton projects or sites.

Reporting to and being at work under the influence of illegal drugs or unauthorized controlled substances is prohibited. Reporting to and being under the influence of alcohol or other legal intoxicant that can adversely affect the individual's performance or the safety of the individual or those surrounding the individual is also prohibited. Violation of this rule may result in disciplinary action up to and including removal/barring of the individual from Sundt Layton projects or sites.

Legally prescribed drugs may be permitted provided that the drugs are prescribed to the individual by an authorized medical practitioner for current use by the individual. Reporting to and being at work under the influence of prescribed or over-the-counter drug, where such use prevents the individual from performing the duties of the job, or poses a safety risk to the individual and/or other individuals or property is prohibited. Anyone taking a prescription or over-the-counter drug is personally responsible for confirming with their physician that they may safely perform any job duties while taking such items. Individuals taking a legal substance that could impair their safe work must advise their immediate supervisor, who may assign the individual to non-hazardous duties or send them home. Anyone failing to notify their supervisor at the start of their work shift may result in disciplinary actions up to and including removal/barring of the individual from Sundt Layton projects or sites.

3.4 Testing Requirements

An individual, to the extent consistent with applicable federal, state and local laws, will be required to undergo a screening test for the use of illegal and non-prescription drugs, alcohol or other substances under any of the following or other circumstances which may be determined by Sundt Layton Management under this policy:

- Pre-Employment Screening
- Post Incident Screening
- Reasonable Suspicion
- Re-employment or re-admission to a Project or Facility
- As specified by Sundt Layton /Owner contracts
- Random Screening

Anyone who has submitted to and passed a substance abuse test within the past year (**30days**) may present his or her certified results in lieu of taking a pre-employment test. A substance abuse testing policy has to be submitted by the subcontractor for employees presenting screening results to Sundt Layton. The policy submitted must meet or exceed the requirements on this substance abuse program.

3.5 Testing Procedures

Substance Abuse approved protocols will be followed. At a minimum, specimens will be analyzed for the presence of the following: Six Panel:

- Marijuana, THC
- Cocaine, COC
- Amphetamines, AMP
- Phencyclidine, PCP
- Opiates, OPI
- Methamphetamine, METH

Additional testing may be required which will include (DOT, MSHA, DOF, DOE, mandates etc.):

- Barbiturates
- Benzodiazepines
- Methadone
- Methaqualone
- Propoxyphene

In general, donors will be permitted to give a urine specimen in privacy and without being observed by collection site personnel. However, a donor forfeits this right whenever there is a reasonable suspicion that he/she may alter or substitute a specimen.

Substance abuse screening, including alcohol testing, may be performed on site. An approved drug testing agency will confirm on-site screens that test non-negative. If an onsite drug test shows positive it may be sent to a lab for further confirmation.

No individual search, drug test, or alcohol test will be conducted without the individual's consent. Refusal to give consent shall be cause for removal/barring from the project or site.

Diluted samples occur when an applicant drinks large amounts of fluids before the drug test, or adds water to their specimen so that it is harder to detect drug abuse. Applicants may innocently drink too many fluids before the drug test in order to be able to give a sample. This can be avoided by telling the donor not to drink more than 24 ounces within three (3) hours of the drug test. It is the responsibility of the donor to provide Sundt Layton with an undiluted sample that can be tested.

Sundt Layton's policy on diluted specimens is to retest the donor one additional time. Ideally, they should be retested within 24 hours of receiving the results. But no later than 48 hours, if the donor has provided a second dilute sample and it has been determined that there is no legitimate medical reason; the donor's test will be treated as positive.

A "confirmed positive" substance abuse test shall mean that the verified results are above standard cut-off levels and that there is not a medically valid reason for the result. A confirmed "positive" alcohol test result shall mean alcohol levels are officially recognized as demonstrating alcohol intoxication at or in excess of 0.02 (DOT Standard).

Any individual who tests positive for drugs or alcohol, and who believes the test results are incorrect, may request a retest of the original specimen at his/her own cost within 24 hours. An equally qualified laboratory shall perform the retest. If the retest is negative, a third test of the original split specimen shall be completed by a third laboratory to confirm or deny the previous test results. A toxicologist will review all data for a final determination. If it is determined that the initial confirmation screen was incorrect, the individual shall be allowed to resume work. If the confirmation screen for alcohol and/or drugs is negative, their immediate employer shall pay the individual for any lost time that may have occurred.

3.6 Searches

Sundt Layton reserves the right to search any person entering any project or any facility and to search any property, equipment and storage areas for illegal drugs, drug paraphernalia, unauthorized controlled substances, alcohol or other intoxicants to the extent permissible by law. Sundt Layton may have the subcontractor complete the search(s) of the individual or their property. This shall include, but is not limited to, clothing, personal effects, vehicles, buildings, offices, parking lots, desks, cabinets, lockers, closets, lunch and toolboxes, and equipment.

3.7 Refusal

Any individual who refuses to submit to a drug or alcohol screening test, or if their sample was adulterated or substituted as determined by the drug testing lab, will be considered ineligible to work and will be removed from all Sundt Layton projects indefinitely. Any individual refusing to submit to a search will be denied access to or will be asked to immediately leave any work site or Company property, and his or her employer shall be notified of such action.

3.8 Cost of Testing

If an individual is requested to submit to a random substance abuse test, the cost of that test and the confirmatory test of the same specimen will be paid by Sundt Layton, the individual's employer will be responsible for all other drug testing through contract agreements. This does not apply to the retest of the original specimen if the donor feels that his or her specimen was tested in error. Such costs for retesting of the donor's original split sample will be borne by the donor.

3.9 Notification of Authorities

Sundt Layton will report information concerning possession, or distribution of any illegal drugs or unauthorized controlled substances to law enforcement officials, and will turn over to the custody of law enforcement officials any such substances found during a search. Sundt Layton will cooperate fully in the prosecution and/or conviction of any violators of the law.

3.10 Individuals Convicted of Drug Offenses

In accordance with federal law H.R. 5210, "The Drug Free Workplace Act Of 1988" each individual must, as a condition of continued employment on a **federal contract or grant** notify his or her employer of any conviction of a criminal drug offense within five (5) days after said conviction. If an employer is notified, then that employer shall notify the Sundt Layton Operations Manager immediately. Sundt Layton will notify the Federal Contracting Agency of criminal drug convictions within 30 days after Sundt Layton has received notice. Any individual so convicted must satisfactorily complete an approved drug rehabilitation program and agree to periodic testing any time thereafter before re-employment or barring is lifted and will be considered. Failure of a contractor or Sundt Layton employee to report such a conviction and/or participate in a drug rehabilitation program may result in disciplinary action up to and including removal and barring from Sundt Layton projects or sites.

3.11 Cooperation with Sundt Layton

All individuals, as a condition of continued employment with Sundt Layton or on a Sundt Layton project, have an obligation to cooperate with any investigation concerning compliance or

enforcement of this policy. Failure to cooperate with any such investigation may result in disciplinary action up to and including removal and barring from Sundt Layton projects or sites.

3.12 Penalties

All individuals will be removed and barred from Sundt Layton work sites for possession, use, or distribution of alcohol, illegal drugs, unauthorized controlled substances, or drug paraphernalia.

1) Sundt Layton employees who are found to be in violation of this policy will be subject to Sundt Layton corporate guidelines.
2) Individuals who are terminated from working with or at a Sundt Layton project subsequent to a positive test may be returned to work only if the certain criteria are met. In all cases, there is no guarantee of reemployment on a Sundt Layton project or site.
3) If an individual voluntarily asks for help prior to being tested, that individual will be required to comply with their employer's Employee Assistance Program prior to commencing work on a Sundt Layton Project. The individual's employer must submit confirmation of completion to Sundt Layton.
4) If discovered by actions and/or testing, an individual for subcontractors, suppliers, etc. will be barred from entering Sundt Layton property with notice being sent to their employer.

   An individual, who enters a formal inpatient rehabilitation facility, completes the program becomes drug and/or alcohol free and agrees to periodic random testing to confirm this, may be eligible for reemployment on a Sundt Layton project or site. No guarantees are given or implied.

3.13 Confidentiality

All substance abuse testing will be performed with concern for each individual's personal privacy, dignity, and confidentiality. Each individual will be required to sign a consent and chain of custody form, assuring proper documentation and accuracy. Individuals shall have the right to a copy of their screen results within the reasonable amount of time it takes to retrieve them. All actions taken under this policy and program will be confidential and disclosed to only those with a need to know.

Stretch and Flex

3.14 Scope and Application

In addressing the elimination and reduction of soft tissue injuries on the project, all subcontractors and lower-tier subcontractors are encouraged to conduct a Stretch and Flex program in the morning before the start of work with their workers. The benefits of this warming up program is to prepare the body for upcoming work activities by increasing flexibility and range of motion, promote better circulation, enhance coordination by allowing easier movements, strengthen muscle mass, delay the onset of muscle fatigue, and increase team morale.

3.15 Stretching Guidelines

Sundt Layton will provide subcontractors, subcontractors and sub tier subcontractors with a Stretch and Flex guideline to follow. At the initiation of the Stretch and Flex warm up program workers will be instructed with the following stretching guidelines:

1. Always start in a neutral body position
2. Do stretches at your own pace and ability

3. Be sure to work within your own limits
4. Stretch to the point of comfortable tension
5. Avoid straining while performing the stretches
6. If muscles begin to shake, release tension lightly
7. Move into each stretch slowly
8. Stretching should not be painful

4.0 Task Hazard Analysis

4.1 Scope and Application

In addressing work task/operations and associated hazards, a formal "Task Hazard Analysis" will be completed by all subcontractors and lower-tier subcontractors prior to starting work on the project. Upon completion of the "Task Hazard Analysis", a Safety Pre-Planning Meeting will be conducted to review the "Task Hazard Analysis" to ensure all potential exposures have been addressed.

4.2 Responsibilities

A "Task Hazard Analysis will be completed to identify the following:

1. Safety and Health Considerations
2. Description of steps to be performed
3. Hazards Associated with each step
4. Required action to eliminate or control the hazard

After the Safety Pre-Planning Meeting, the subcontractor will review the "Task Hazard Analysis" with all members of the work crew (current/future) assigned to the work task/operations. Documentation of the meeting will mandate workers signatures on the THA with a copy provided to the Project Safety Manager or another Sundt Layton Representative.

The following exposures must be addressed in the Task Hazard Analysis:

- Fall Exposures
- Concrete Forming
- Trenching/Excavating
- Cranes
- Scaffolding
- Welding/Torching/Hot Work
- Aerial Lifts/Scissor Lifts
- Blasting
- Electrical
- Equipment/Vehicles
- Masonry
- Demolition
- Storage/Fuel Tanks
- Steel Erection
- Painting/Sealing/Epoxies
- Hot Asphalt/Tar
- Concrete Tilt Up Panels
- Concrete Pre-cast
- Traffic Control
- Dust/Vapors/Fibers

- Confine Spaces
- Ladders
- Noise
- Overhead/Underground Utilities
- Lifting/Material Handling
- Exposure to workers/general public

5.0 Emergency Procedures

5.1 Scope and Application

An emergency is any situation that poses an immediate threat to life (workers, visitors, general public) or property. This would include, but not be limited to, collapse of a building or a portion there-of, fire, explosion, flooding, equipment failure (i.e.: collapse of a crane), release of toxic gases, dusts, fumes, smoke, natural gas, injury/property damage to the general public/visitors, etc.
In order to facilitate a prompt and orderly response to jobsite emergencies, all subcontractors and lower-tier subcontractors shall comply with the emergency procedures outlined in this program. These emergency procedures are designed to guide subcontractors and lower-tier subcontractors in minimizing the impact of jobsite emergencies in regards to safety of the workers, safety of the general public and visitors, and/or property damage.
To maintain effective communication in the event of an emergency, a list of "key" onsite and corporate office personnel (with phone numbers) will be developed by each Subcontractor. This list of primary contacts will be submitted to the Sundt Layton management team (i.e., Project Superintendent, Project Safety Manager) prior to commencing work on the project.

5.2 Reporting an Emergency

In the event of an emergency, **immediately** (at time of occurrence) contact the Project Safety Manager and Project Superintendents to report the emergency.

Project Safety Manager **Mobile:**
Sundt Layton Project Superintendent **Mobile:**

Be prepared to report the following information:

1) Type of Emergency
2) Severity of the Emergency
3) Location of the Emergency

5.3 Injuries and Illnesses

In the event a worker is injured on the job, which requires first aid, medical, or emergency medical treatment, the following procedures are to be followed:

5.3.1 First Aid

All subcontractors and lower-tier subcontractors will maintain their first aid kits in accordance with Federal OSHA Regulations 1926.50 and 1926.50 Appendix A Standards.
All first aid treatments are to be documented on a “Jobsite First-Aid Log” maintained by the subcontractor rendering treatment and reported to Sundt Layton immediately. See attachment. The First Aid Log will be turned in to Sundt Layton Representative at the end of the week.

If treatment extends beyond first aid treatment, subcontractors and lower-tier subcontractors are required to notify Sundt Layton Safety Manager or Superintendent **immediately** at that time **On Site Health and Safety will be contacted or the worker will be sent to a pre designated clinic** identified in the Emergency Contact section of this manual.

5.3.2 Medical Treatment

In any instance where a worker is taken for offsite medical treatment, the Sundt Layton Project Superintendent or Safety Manager will **immediately** be notified.
For after hour's medical treatment, utilize the closest emergency room.
Injuries resulting in off premises medical treatment are available at clinics outlined in the Emergency Numbers Section of this program.
The subcontractor's injured worker immediate foreman or supervisor will provide transportation **and escort** the injured worker to the medical clinic or hospital for all minor and serious injuries. Injured workers **are prohibited** from driving themselves to the medical clinic or hospital emergency room for initial treatment. However, treating workers are permitted to drive themselves to follow-up visits.

5.3.3 Emergency Medical Treatment

Serious, life-threatening injuries will result in the immediate assistance of emergency medical technicians (EMTs) or other emergency personnel by calling **911**. This emergency call is to be made by one of the following: Project Superintendents, Project Safety Manager, or Subcontractors management representative, or one of the workers.
In any instance where an EMT is called the Sundt Layton Project Superintendent or Project Safety Manager will **immediately** be notified.

Information provided to emergency personnel should include:

1. Type of injury
2. Severity of the injury
3. Location of the injured worker
4. Closest gate for emergency vehicles
5. Prior to arrival of EMT's or other emergency personnel, Sundt Layton or subcontractor will initiate the following steps:

1. Designate personnel to escort/direct emergency vehicles from the gate to the injured workers location.
2. Have available necessary equipment to expedite the rescue of the injured worker.

5.4 Severe Weather

Weather conditions will be monitored by Sundt Layton for impending weather by utilizing local weather stations, monitoring daily weather reports on the internet (i.e., weather.com), and other reliable sources of weather reports (i.e., weather channel radio).
Subcontractors and lower-tier subcontractors will also be responsible for monitoring all weather conditions on the jobsite. Methods for monitoring weather conditions by subcontractors and lower-tier subcontractors will be at their discretion.

5.5 *Thunderstorms/Lightning/High Winds*

In the event of severe weather, immediate evacuation of the workers on the jobsite to designated shelter locations will be by the following method.

1. Workers will be verbally instructed by jobsite personnel to take shelter.
   For each structure or work location the designated shelter area must be identified (on a plan).

Should time permit, the following steps should be taken to prepare the jobsite for severe weather.

1. Secure all loose material (i.e.: plywood, decking, foam board, tarpaulins, etc.) on the ground and in or on structures that may become airborne.
2. Crane booms should be lowered, secured by cables, or permitted to weathervane (i.e.: free swing).

   Note: If weathervane is chosen, check to assure that swinging booms will not come in contact with other objects (i.e.: power lines, building structures, tower cranes, etc.).
3. Free standing or unsecured walls or form panels should be properly braced.

5.6 *Fire*

In the event an "out of control" fire is detected on the jobsite, the following procedures will be implemented immediately.

1. Workers will be instructed by jobsite personnel to evacuate the building and meet in designated assembly areas. For each building or work location the designated assembly area must be identified.
2. 911 will be called by one of the following: Project Superintendents, Project Safety Manager, or the Subcontractors/Subcontractors management representatives or one of the workers.

Information provided to emergency personnel should include:

1. Type of emergency
2. Severity of the fire
3. Location of the fire
4. Closest gate for emergency vehicles - **Refer to Onsite Gate Plan at the end of this section.**

Prior to the arrival of emergency equipment, the subcontractors or lower-tier subcontractor will initiate the following step:

1. Designated personnel to escort/direct emergency vehicles from the gate to the location of the fire.
2. Designate the location of fire hydrants, building fire hose connections, stairway access, etc.

5.7 *Developing Fires*

Subcontractors and lower-tier subcontractor's workers may be permitted to extinguish developing fires if the worker meets the following criteria.

1. The worker is trained and qualified to recognize fire hazards and use portable fire extinguishers, fire hoses, or other firefighting equipment.
2. A safe attempt can be made without endangering the life of the worker or other workers.

5.8 Bomb Threats

In the event a worker should receive a bomb threat over the phone or discover a suspicious looking object, the following procedures will be implemented immediately.

5.8.1 Phone Call

1. The worker should remain calm and obtain information to complete the **Bomb Threat Checklist.** See attachments
2. The worker will immediately contact their foreman or supervisor.
3. The foreman or supervisor will immediately contact the Sundt Layton Project Superintendents and Project Safety Manager
4. Evacuate all workers and keep the area clear for authorities.
5. Notify the proper authorities while evacuating workers

5.8.2 Suspicious Looking Objects

1. DO NOT TOUCH THE OBJECT!
2. The worker will immediately contact their foreman or supervisor.
3. The foreman or supervisor will immediately contact the Project Superintendents and Project Safety Manager
4. Evacuate all workers and keep the area clear for authorities.
5. Notify the proper authorities while evacuating workers

5.9 Property Damage

In the event of property damage, all subcontractors and lower-tier subcontractors will immediately notify the Sundt Layton Project Superintendents or Project Safety Manager of the damage and follow this verbal notification with a written Incident Report within 24 hours. Property damage of 300 dollars or more will require an immediate drug test.

When reporting property damage, be prepared to report the following information:

1. Type of property damage
2. Severity of the property damage
3. Location of the property damage

Subcontractors and lower-tier subcontractors upon discovering the property damage will also assess the property damage to determine if the possibility of collapse, fire, explosion, electrical injury, or any other threatening conditions exist. If threatening conditions exist, one or a combination of the following actions will be initiated.

1. Evacuate workers from the area
2. Keep all non-essential workers back and away from the evacuated area
3. Prohibit re-entry into the area until designated safe by the Sundt Layton Project Superintendents or Project Safety Manager

5.10 Evacuations

Sundt Layton will designate and issue a plan for shelter locations and assembly areas for emergency evacuation of work personnel upon mobilizing on the jobsite. Assembly areas and routes of evacuation will be posted for each building area. As the project progresses, shelter locations and assembly areas are to be reviewed on a regular basis to determine if changes are warranted. These changes will be discussed in the Monthly Mass Safety Meeting

Shelter locations and assembly areas are to be posted by all subcontractors and lower-tier subcontractors in a conspicuous location in or on their jobsite trailer. Should the shelter locations or

assembly areas change, the new locations will be posted. Sundt Layton shelters and assembly areas will be posted as a Safety Bulletin on the jobsite bulletin board.
All workers assigned to the jobsite will be instructed by the subcontractor and lower-tier subcontractors on the location of all shelter locations, assembly areas, and the emergency alert systems that have been developed for the jobsite. Should work assignments, shelter locations, assembly areas, or the emergency alert system change, affected workers will be re-instructed on the changes.
Should evacuation to a designated shelter or assembly area be warranted, subcontractors and lower-tier subcontractors will be responsible for accounting (head count) of their workers on the jobsite and providing that information to Sundt Layton Project Superintends, Project Safety Manager. All workers will remain in the shelters or assembly areas until released by the Project Superintendents, Project Safety Manager, Subcontractors and lower-tier subcontractor's management representatives.
Due to changing weather conditions and jobsite exposures, all subcontractors and lower-tier subcontractors are responsible and accountable for updating emergency evacuation plans and procedures for Thunderstorms/Lightning/High Winds, Fire, and Bomb Threats. Revising these plans and procedures will include, but not limited to, training new and reassigned workers, posting new shelter and assembly area locations, and any other safety related issues which are warranted to maintain effective communication on the jobsite.

5.11 CRISIS MANAGEMENT PLAN

The importance of effective crisis management cannot be overemphasized. A job site accident that is not handled properly could irreparably damage the company's reputation and ability to obtain work.

1. Notify police/fire/other public safety personnel (if appropriate). Control the scene, so that no one is injured inadvertently because of residual issues from the accident.

2. Handle needs of the injured. Assist medical personnel. Keep track of medical treatment locations and the names of the injured.

NOTE: Company policy states that only authorized corporate or emergency personnel shall be admitted to the scene. Only emergency personnel and immediate family members are allowed to ride in emergency vehicles while transporting the injured.

3. Notify one of the following Sundt Construction Inc. personnel (they will notify other company personnel on a need to respond basis):

Paul Levin, Corporate Director of Quality and Safety
(W) (480) 293-3183 (M) (480) 993-8885

Richard Condit, Senior Vice-President and Chief Administrative Officer
(W) (480) 293-3047 (M) (602) 228-7505 (H) (623) 466-6411

NOTE: If news reporters/photographers, union representatives or lawyers for the union representatives arrive, they are not to be admitted to the scene. They must wait at the job site office

until the scene has been cleared by Sundt Construction, Inc. Safety Department or other Sundt Construction Inc. responsible parties. All visitors to the scene must be accompanied by a member of Sundt Construction, Inc. management.

4. If the incident has labor relations implications, contact the EEO office in Phoenix at 1-800-280-3000.

5. Notify the owner of the project.

6. Do not give out names of workers involved. Public safety officials will do this after next-of-kin have been notified

7. Discuss the incident only with the appropriate public safety officials and Sundt Construction, Inc. management. Be mindful that speculation as to the cause, damage, etc., could have a negative impact on future claims and legal actions.

8. Inquiries from the press should be referred to the Corporate Communications Director, if possible. When the situation dictates that a response to reporters at the scene is necessary, use the following guide-lines:

    a. Designate only one person to be the spokesman. (This avoids confusion.)

    b. Remain calm. Becoming angry will only make the situation worse, possibly resulting in statements that you will regret later.

    c. Quickly assemble all the facts and verify them with reliable sources.
        - What happened?
        - When?
        - Where? (exact location)
        - How many people were involved?

    d. Prepare an official statement in writing. (Verbal statements often result in errors.) Don't forget to include any positive statements that can be made-e.g., no one was injured.

    e. Refuse to speculate, but otherwise be as helpful as possible.

9. Cordon off the area and do not disturb the accident scene.

10. Take statements from witnesses as soon as possible.

11. Photograph/document the accident site.

5.12 Additional Considerations

Key subcontractors and lower-tier subcontractor's foremen or superintendents will be identified as Emergency Action Plan responders and charged with knowing the location of all main utility

shutoff valves for gas, water, and electricity (and being capable of shutting off these systems) in the portion of the building they are working in. In the event of an emergency, the shutting down of utilities could be crucial in terms of saving lives and reducing further property damage.
In the event of a power failure on the project, all subcontractors and lower-tier subcontractors are required to maintain an adequate supply of flashlights or other emergency lighting equipment on the project for evacuating workers from the buildings.

5.13 Emergency Action Plan

Call 911

- The project site is located INSERT ADDERSS OF PROJECT. When calling 911 it is very important to tell the 911 operator which way to approach the site and that there will be guidance by the project staff to the scene. Always use a land line if possible.
    - Identify the closest gate to the 911 operator for use by emergency vehicles. (refer to the Onsite Gate Plan)

Sound Alarm

- Upon notification of an emergency situation, the emergency notification system will be used to alert all personnel on site. When the emergency notification system is sounded, all personnel will immediately make their way to their designated project assembly area. (refer to the Emergency Site Plan and Designee Locations on the Bulletin Board)

Guide EMS Responders

- All personnel are to know their assignment, either primary or backup and respond to their assigned position when alerted to an emergency requiring EMS response. Key personnel with a role in the emergency response will be identified (**Emergency Action Plan Team Form**) and posted on the job bulletin board.

Go to assigned positions

- Refer to the Emergency Site Plan and Designee Locations for assignment locations. All positions, whether office (command center) or field (EMS guidance) have a primary and backup assignment. If you are listed as a backup, you must know if the primary designee is on site and able to fulfill his duties.
    - It is best for personnel assigned as backup to go to their backup assignment position and then inform the Emergency Action Team Coordinator that the primary is either there or not, await further direction.

Secure incident site

- In the event of an **injury accident**, the injured person must be made safe from additional harm.
    - The site must then be protected so that no other persons are injured.
    - Red flagging of the area is the best way to insure that unauthorized personnel do not enter the area.
    - Unless circumstances dictate that having someone stand guard would expose this person to potential injury a guard should be placed at the cordoned off area.

- In the event of an **equipment accident** the scene should be preserved to the extent that a danger to job personnel or the general public is not present.
    - If possible, cordon off the area with red flagging and guarded to prevent disturbance of the accident site.

- In the event of either of these two incidents the superintendent (or his designee) should assess the accident site security measures as soon as possible after seeing to the immediate needs of medical care and notification.

Administer First Aid

- All Sundt Layton field personnel at the level of foreman and above are trained in first aid and CPR.
    - When first aid is administered it should be reported, no matter how minor.

Accident Investigation

- Secure incident site as described above.
- Notify management (Sundt Layton Project Representative, Project Safety Manager, etc.) as identified on matrix.
- Conduct Accident Investigation and document on **Incident Report Form.**

Severe Accident Investigation

- Call 911 Emergency Services
- Secure incident site as described above.
- Notify management (Sundt Layton Project Representative, Project Safety Manager, etc.) as identified on matrix.
- Conduct *Serious Accident Investigation*

Gather at assembly point and perform head count

- Unless otherwise assigned to duties during the emergency all personnel shall assemble at the muster point.
    - Individuals assigned to other duties, such as job access point security, should be given some means of communication so that their status and execution of duties can be verified.
    - Sundt Layton and subcontractor supervisory personnel shall perform a headcount and verify that all personnel are accounted for (using the Daily Muster Sheet).
        - ✓ There are conceivable circumstances where a few members of a crew may not immediately show up at the muster point but Sundt Layton should be made aware of these circumstances.
        - ✓ The Sundt Layton supervisor, in polling Sundt Layton and subcontractor's crews, should ask specifically if all crew members are present and accounted for.
    - Personnel in the muster area should be informed of the general nature of the emergency and asked to remain in place until further notification.
    - Supervisory personnel should inform personnel that communication with media outlets is forbidden and that any cell phone use is allowable only with prior approval.

Prepare for Media interaction

- As soon as practical the site superintendent should make sure that the assigned access points are manned by the designated Sundt Layton Employees.
    - Insure that each person at the access points has a media Inquiry log and a written copy of the media response statement.
        - ✓ *"I'm sorry but I'm not the company spokesman. Please provide me with your name, media affiliation, contact information and any specific information you're seeking. I will see to it that the spokesman has the information and helps you as soon as possible."*
        - ✓ *"I'm sorry but I'm not the company spokesman. His name is* ***spokesman name*** *and his phone number is* ***Phone number****."*
- As a best practice you should have each person manning an access point report each media contact to the superintendent immediately. This can be done not by saying *"I just spoke with WXYZ News and told them that the spokesman would be in touch, if you hear from him please let him know they are awaiting his call."*

Contact Project Safety Manager: Name**,** contact information follows:

Spill/Release Report

- Call the Project Safety Manager Name**,** contact information follows:
    - Cellular Phone number

Call Project Manager

- Call the Project Manager Name**,** contact information follows:
    - Cellular
    - Office Phone number

Call the Company Spokesperson

- Call the Company Spokesperson **Name,** contact information follows:
    - Cellular Phone number

Monitor crane operations

- When weather conditions become an issue each superintendent responsible for cranes and lift operations will consult with operators to determine if operations can continue.

Suspend crane operations

- When wind exceeds 30 MPH or other weather conditions become an issue each superintendent responsible for cranes and lift operations **will** shut down lift operations.

Crane operations shall not be allowed to start again until the weather event has passed or until wind speed has been below 20 MPH for 30 minutes. Plan to coordinate with Sundt Layton safety manager before resuming operations.

6.0 *Incident Reporting and Investigation*

6.1 *Scope and Application*

The following reporting procedures are to be followed by all subcontractors and lower-tier subcontractors in order to ensure proper reporting and documentation of all incidents.

6.2 *Responsibilities*

All incidents resulting in physical injuries and property damage, involving the general public and visitors, and any near misses where there is potential for injury and/or property damage are to be reported to Sundt Layton's Project Safety Manager and/or Project Superintendent at the time of occurrence by the subcontractors or lower-tier subcontractor in charge of the worker(s)/work.

Investigative paperwork outlined below will be completed by the subcontractors and lower-tier subcontractor and immediately provided to Sundt Layton's Project Safety Manager and/or Project Superintendent for review. At Sundt Layton's discretion, a more detailed investigation report or additional paperwork may be requested. Upon this request, subcontractors or subcontractors shall immediately comply by submitting the requested information.

Sundt Layton also reserves the right to confiscate and hold at their discretion any evidence such as equipment, tools, material, PPE, etc. involved in the incident.

6.3 *Procedures*

The following incident reporting procedures shall be complied with by all subcontractors and lower-tier subcontractors:

1. The subcontractor and/or lower-tier subcontractor Safety Coordinator and/or management representative will **immediately (at time of occurrence)** notify Sundt Layton's Project Safety Manager and/or Project Superintendent of the incident.
2. The incident investigation will be completed immediately / ASAP with proper paperwork submitted to Sundt Layton's Project Safety Manager and/or Project Superintendent.
3. The incident investigation paperwork/process will include the following:
    a. Sundt Layton – Accident / Incident Investigation Report
    b. Zurich (through Sundt Layton) – Workers' Compensation or General Liability
    c. Written statements by the involved parties and witnesses
    d. Photos
    e. Diagrams
    f. Physical evidence (i.e.: equipment, tools, material, PPE, etc.)
    g. Daily Safety Pre-task Planning Form(s)
    h. Safety Orientation Form(s) (i.e.: Project Safety Orientation Sign In Form, Project Safety Orientation Form (2 pg.), and Sundt Layton's Safety & Health Handbook Acknowledgement Page
    i. Contracts/Certificates of Insurance
    j. Contractor and/or Subcontractors Investigative Paperwork
    k. Other pertinent information (i.e.: Brochures, MSDS's, Post Accident Drug Test Results, etc.)
4. An Incident Review meeting will be scheduled and conducted within 24 hours of the incident.

5. In the event of a fatality or in-patient hospitalization of 3 or more workers, Sundt Layton's Project Safety Manager and/or Project Superintendent will immediately contact Corporate Safety for proper reporting to OSHA's Area Office within **8 hours** of the incident. Subcontractor or lower tier contractor should also verify that they have contacted OSHA.

7.0 Incident Review Procedures

7.1 Scope and Application

The Incident Review meeting serves two basic purposes: first acting as an organized and documented process for the subcontractors and lower – tier subcontractor to present to Sundt Layton the facts surrounding an incident, second as a process for the corrective actions developed by subcontractors and lower-tier the to prevent a similar type of incident. Incidents are defined as but not limited to the dispatch of a project employee to an offsite medical clinic, utility strikes, incidents involving the general public and crane/hoist/forklift incidents.
Subcontractors and lower-tier subcontractors are responsible for promptly investigating all incidents, identifying factors that caused the incident, and developing corrective action.

7.2 Procedures

The following procedures will be followed:

- Subcontractors and lower-tier subcontractors will **immediately** report **all** incidents at the time of occurrence.
- Subcontractors and lower-tier subcontractors will complete and submit all appropriate incident investigation forms and paperwork ASAP.
- Sundt Layton Project Safety Manager and/or Project Superintendent directly responsible for the project/area where the incident took place will schedule an Incident Review meeting within 24 hours, but preferably by end of shift.
- Attendees may include: Safety Director, Project Safety Manager, Project Executive/Manager/Superintendent/Foreman, Subcontractors and/or Subcontractors on site/off site Management Representatives, Insurance Safety Coordinator, Contractor and/or Subcontractor Safety Coordinator, Affected Workers, Witnesses, and other designated individuals as deemed warranted.
- Sundt Layton's Project Safety Manager and/or Project Manager will chair the meeting by discussing all the facts surrounding the incident and corrective measures to be taken by all parties to prevent similar incidences from re-occurring.

Disciplinary action based on the facts surrounding the incident may be imposed against the, Subcontractors and lower-tier subcontractors and/or worker(s) involved.

8.0 Non-Compliance to Safety Policies

8.1 Scope and Application

In an effort to ensure compliance with safety program requirements of this project, Federal OSHA standards, state regulations, local laws, and subcontractor and lower-tier subcontractor safety programs, Sundt Layton hereby implements this program of "Non-Compliance" for all subcontractors and lower-tier subcontractors working on this project. It is designed to hold

subcontractors and/or lower-tier subcontractors **responsible** and **accountable** for safety violations committed by their workforces.

In addressing safety violations, this "Non-Compliance" program may be utilized or superseded with more severe "Disciplinary Action" based on the degree of the safety infraction(s). In any case, Sundt Layton reserves the right and sole authority in determining what type of discipline is initiated, up to and including removal of the worker(s), subcontractor(s), or lower-tier subcontractor(s) from the project, in conjunction with monetary fines.

For safety violations, the following is a suggested guideline. Actual disciplinary action will be dictated by the jobsite.

1st violation: Violator is issued a verbal warning.

2nd violation: Violator is issued a written warning.

3rd violation: Violator is suspended (1 – 3 days) or terminated from project.

In conjunction with the above suggested guidelines, training or retraining of the worker(s) or crew will be dictated and as deemed necessary by Sundt Layton Construction.

ZERO TOLERANCE

SUNDT LAYTON RESERVES THE RIGHTS TO IMPOSE "ZERO TOLERANCE" ON THE PROJECT BY IMMEDIATELY REMOVING WORKER(S) AND THEIR FOREMAN FROM THE PROJECT.

IF THE FOREMAN IS NOT REMOVED AND REPEAT "SAFETY VIOLATIONS" OCCUR WITH OTHER CREW MEMBERS, THE FOREMAN OF THE VIOLATORS SHALL BE SUBJECT TO REMOVAL FROM THE PROJECT.

Zero Tolerance violations include but are not limited to; fall protection, confined space, Excavations, Energized Electrical work and proper equipment procedures.

9.0 Visitors

9.1 Scope and Application

All visitors (i.e.: tour groups, vendor representatives, suppliers, rental companies, etc.) will report to the project field office prior to entering the project site to sign a "General Release – Visitors" release form. If any individual(s) do not have justifiable business on the job site, access to the site shall be denied. Likewise, any unauthorized visitors will be immediately escorted off site.

9.2 Tour and Visitors Procedures

Requests for tours of the project site shall be carefully screened and limited in frequency and numbers of visitors. Tours of the site must be approved by Sundt Layton Project Manager and/or Superintendent and shall be conducted during non-working hours when possible.

Sundt Layton shall establish the time and travel route for any and all tours. Work areas, which may present hazards to the tour group, shall be prohibited. The tour's travel route shall be cleared of any tripping hazards, cleaned, and properly protected to avoid potential personal injury. A member of the Sundt Layton management team or their designated representative shall guide the approved tours.

No Minors will be allowed to tour the site.

All visitors must wear appropriate clothing, long pants, shirts with sleeves, hard hats, eye protection, class II reflective vests and hard-soled leather, ankle height boots when on site. No penny loafers, soft leather dress shoes, tennis shoes, or open toe/heel shoes of any type are shall be permitted on site. Any deviations from appropriate clothing must be approved by Sundt Layton.

All subcontractors and lower-tier subcontractors will be responsible and accountable for their visitors, vendors, supply companies, rental companies, etc. signing a "General Release – Visitors" release form. At no time will subcontractors or subcontractors leave any visitor(s) unattended on the site project.

10.0 Cranes

10.1 Scope and Application

All cranes and crane suspended personnel platforms shall comply with the American National Standard B30 Safety Codes for Cranes, Hoists and Derricks and to the Occupational Safety and Health Standard 29 CFR 1926.1400 Subpart CC – Cranes and Derricks in addition to the following guidelines:

10.2 Cranes

All cranes used on the project must meet the following minimum criteria:

- No crane shall be put into service on a Sundt Layton Project until an annual crane inspection certificate or third party inspection certificate and/or supplemental repair reports (if warranted) is submitted to Sundt Layton indicating that the crane meets the manufacturer's inspection criteria and is acceptable for safe operational use.
- A Daily and Monthly Inspection shall be performed while the cranes are in use on the project. These daily and monthly forms/logs are to be maintained on file by the subcontractor and upon request provided to Sundt Layton.
- All crane operations will require an On the Spot Lift Plan. This planning tool does not need to be completed for each lift, it may be used for a series of lifts as long as the following criteria are met:
    - Calculated using the heaviest lift or greatest radius (whichever demand more of the crane capacity).
    - There are no changes to rigging or crane configuration
    - The crane is not relocated
    - Each crane operator must have its own On the Spot Lift Plan
    - The current On the Spot Lift Plan has been generated within the last seven days
- The On the Spot Lift Plan is a two part form. The front page is used to calculate what percentage of the load chart the planned picks are. After this is determined and the planned lifts are determined to be 75% or less of the crane capacity, the lifts may be performed.
- If the planned lifts are 75% to 85% of the crane capacity then the second page of the form must have to be completed. This is considered a low critical lift.
- For high critical lifts, any lift exceeding 85% of the crane capacity, a qualified person shall prepare the critical lift plan. This plan shall be documented on the Critical Lift Form. A copy of the plan shall be reviewed and signed by all personnel involved with the lift and submitted to the Sundt Layton Safety Manager for approval.
- Other lifts considered high critical lifts are:
    - Any lift of 100,000 pounds or more
    - Any use of crane where full 360 degree rotation is limited
    - Any lift with use of outriggers not fully extended
    - Risk to personnel, the public or impact to the project schedule

  - Any use of the crane within the prohibited zone of power lines, defined as the arc of the boom coming within the calculated safe distance (horizontal out from the power lines and then vertical down to the ground).
- All Critical Lift Planning will include both sections (1 and 2) of the On the Spot Lift Plan.
- No lift shall be made that exceeds **90 percent** of the manufacturer's rated capacity of the crane, as indicated on the crane's lift chart.
- If the crane manufacturer's rated lifting chart for the specific crane configuration is not available on the crane; the crane must be immediately taken out of service.
- All crane operators must be certified by an independent testing agency approved by the National Commission for Certifying Agencies (NCCA). If certified (i.e.: CCO), a copy of the operators certification card must be submitted to Sundt Layton for review prior to initiating crane operations.
- Prior to the lift, a documented Pre-Lift Safety Meeting utilizing the "Crane Pre-Lift/Critical Lift Safety Plan and Meeting form" will be held in the field with the crew involved in the lift
- Mobile crane movement on site must be in accordance with manufacturer's recommendations. Travel with load is prohibited.
- When two cranes are working in the same area, a procedure shall be submitted to the Project Safety Manager explaining the method of coordination to be used between cranes to ensure the possibility of a collision is prevented.
- Mobile cranes are only to be used with outriggers fully extended and tires off the ground.
- Mobile crane outriggers pads must be utilized, remain level at all times, and be of appropriate size to safety handle the cranes lifting capacity.
- Mobile crane outrigger pads/cribbing must be solid blocking. Span blocking and corner blocking is prohibited due to the loss of breaking strength (Estimated loss 30% to 50%).
- If supporting ground for crane is soft, the lift shall not be made until firm bearing is provided (outrigger pads or crane mats). No lift shall be made if the crane is not on level ground (< 1% grade).
- Subcontractor must provide a means of determining wind speed within eye sight of the crane operator for monitoring the wind speed at all times.
- Crane operations shall at no time exceed manufacturer's recommendations. In any case when wind speeds exceed 20 mph, picks should be postponed until the operator assesses conditions and load characteristics to determine risk and safe operations. Wind speeds of 30 mph or greater will result in shutting down crane operations. NO EXCEPTIONS.
- Tag lines will be used on all lifts for control. Any exceptions to this rule must be authorized by Sundt Layton.
- If the full range of motion of the lift is not visible to the operator, qualified signalmen or a radio communicator must be provided.
- Cranes, hoists, boom trucks, and derricks shall not be installed or operated within 20' of overhead power lines unless they have been de-energized or protected by other means.
- Hoisting of multiple bundles of material is prohibited except for steel erection (this must first be approved by Sundt Layton).
- All cranes shall be equipped with "Anti-Two Blocking" devices except those directly involved in pile driving operation.
- The swing radius of all cranes counterweights must be adequately protected by warning tape, danger tape, fencing, etc. to prevent workers from being struck or crushed by the crane.

- The interior of the crane cab must be clean and debris free at all times.
- A rescue basket will be provided by the contractor for all tower cranes and mounted at the base of the tower crane for emergency use only.
- A minimum 5A portable fire extinguisher must be provided on the crane.
- Safe access to the cab and other locations must be provided by steps, ladders, etc.

10.3 Crane Suspended Personnel Platforms

The use of a crane suspended personnel platform is prohibited on Sundt Layton projects unless the contractor and/or subcontractor can demonstrate that conventional methods of reaching the worksite such as personnel hoist, ladders, stairways, aerial lifts, elevating work platforms, or scaffolding, would be more hazardous or is not possible because of structural design or worksite conditions.
Prior to the utilization of a crane suspended personnel platform, a Safety Pre-Planning meeting will be held with the contractor and/or subcontractor to review and complete a "Critical Lift Plan" form.
A documented Pre-Lift meeting utilizing the "Critical Lift Plan" form will be held in the field with the crew involved in the utilization of the suspended personnel platform prior to the lift.
The Sundt Layton Division Operations Manager must be notified and approve each request.
Specific crane operations criteria, listed in 29 CFR 1926, Subpart N, must be followed if it is determined that a suspended personnel platform will be used. The criteria include, but are not limited to, the following:

- Crane configuration requirements
- Additional crane instrumentation and/or components
- Specific platform design, construction, and loading requirements
- Specific rigging and trial lift guidelines
- Training of all workers

10.4 Designated Operator Program

Prior to the operation of a crane, forklift, man lift, scissor lift or bucket truck all operators must:

a.) Cranes
- All operators must be able to prove their knowledge of load charts, crane safety, and basic operational procedures for the crane they will operate.
- All Authorized Operators must:
  i. Be certified to operate the equipment
  ii. Be thoroughly familiar with the controls/power system
  iii. Have a basic knowledge of crane inspection to be aware of any problems in the crane structure, hoisting assembly or drivetrain
  iv. Understand the capabilities of the specific model in use
  v. Understand the Crane Capacity Charts
  vi. Understand the proper programming and setup of the Load Moment Indicator (LMI)
  vii. On Board Computer system if equipped
  viii. Be familiar with the Operator and Maintenance manuals supplied with the crane
  ix. Be trained in the use of the "On The Spot Lift Plan"
  x. Be stable in character, physically fit and capable of reacting quickly to unforeseen potential hazards

- Only employees identified with the Designated Project decal for cranes may operate a crane. Decals will be provided by the Sundt Layton Representative only after certification has been provided.

b.) Forklifts and Rough Terrain Forklifts (RTF)
- All operators must have the knowledge of load charts, forklift safety, and basic operational procedures for the forklift they will operate.
- Each operator must pass a written and practical test before they can operate a forklift. (Sundt Layton does not provide operators with written or practical tests). Operators must at all times be in possession of their certification card.
- Only employees identified with Designated Operator decal for forklifts may operate this equipment. Decals will be provided by the Sundt Layton Representative only after certification has been provided.
- Forklift Operators must **never**:
  i. Carry a load hung from the forks. This practice known as "free-rigging" is prohibited. An approved manufacturer attachment must be used.
  ii. Travel with the boom extended.
  iii. Travel with the load high off the ground.

c.) Man Lifts and Scissors Lifts
- All operators of man lifts and scissors lifts must be indoctrinated in the safe use of this type of equipment.
- Only operators identified with Designated Operator decal for man lifts or scissors lifts may operate the equipment. Decals will be provided by the Sundt Layton Representative only after proof of training has been provided by Subcontractor.
- Man Lift and Scissor Lift Operators must **never**:
  i. Travel with the basket raised.
  ii. Exit the equipment basket without 100% fall protection systems in place.

d.) Bucket Trucks
- All operators of bucket trucks are part of this Designated Operator Program.
- All operators must complete a training and indoctrination session in the safe use of this equipment, specific to the model they operate. Subcontractor must provide a written notification to the Sundt Layton Representative attesting that the operator is designated to operate the equipment.
- Only operators identified with Designated Operator decal for bucket trucks may operate the equipment. Decals will be provided by the Sundt Layton Representative only after the written notification has been provided.

e.) Construction Equipment (Excavators, Backhoes, Loaders, Graders, Rollers, Skid Steers, Haul Trucks, Water Trucks, etc.)
- All equipment operators of both off-road and on-road nature are part of this Designated Operator Program.
- All operators must be knowledgeable and demonstrate proficiency when operating construction equipment. Subcontractor senior representative must provide a written notification to the Sundt Layton Representative attesting that the operator has demonstrated proficiency and knowledge and is designated to operate that specific type of equipment.

Only operators identified as the Designated Operator may operate equipment. Decals will be provided by the Sundt Layton Representative only after certification has been provided.

11.0 Electrical

11.1 Scope and Application

Electricity on the jobsite can pose a serious hazard to workers by exposing workers to the dangers of electric shock, electrocution, fires and explosions. Therefore, to eliminate electrical exposures to workers, all subcontractors and lower-tier subcontractors will comply with OSHA 1926.400 Subpart K Electrical Standards and NFPA 70E Standard for Electrical Safety in the Workplace (most current edition) while performing work on this project.

11.2 General Electrical Requirements

Electrical subcontractors installing building mc, whips, etc. will install in such a way as to prevent accidental contact by workers in the event wiring should be energized.

11.3 Ground Fault Circuit Interrupters

Workers will be protected from electrical shock by using GFCI's on all 120 volts single-phase 15 and 20-ampere circuit lines. This requirement is mandatory for both permanent and temporary wiring within the structure and surrounding area. GFCI protection will consist of GFCI outlets, GFCI circuit breakers, or GFCI pigtails.

A program of testing and documentation of testing for the GFCI system shall be implemented. Upon completion or extension of the temporary power system, the Contractor shall test each power receptacle for proper polarity and proper GFCI operation. After initial testing is completed, the subcontractor shall conduct routine documented Weekly tests. The results of all testing shall be documented and available to Sundt Layton.

All projects will be 100% GFCI compliant. An "Assured Grounding Program" may be used only in addition to the GFCI Program.

11.4 Electric Tools

All subcontractors and lower-tier subcontractors shall inspect, test, and maintain electrical tools, equipment, extension cords, and other electrical equipment in safe working condition.

All portable electric tools such as saws, hammers, extension cords, drills, vibrators and float machines, etc. shall bear the label of a Nationally Certified Testing Agency such as Underwriters Laboratories, CSA, ETL, or the like.

Single-phase motors shall have three-wire cable; two for current to motor and one (insulation GREEN) connected from motor casing in a suitable ground. Three-pronged plugs shall be used on extension cords which carry a third or ground wire.

Certain small electric tools may only provide a two-pronged connector as supplied from the manufacturer. These types of electric tools are categorized as "Double Insulated" and shall be identified by the manufacturer's rating label and permitted for use on the project.

All tools shall be maintained in their original condition. Damaged electrical tools (i.e.: damage to the case or housings of the tool, power cord is cut/exposed internal wiring/missing ground pin, etc.) will be removed from service and tagged "Out of Service".

11.5 Electric Equipment

Heavy stationary electric equipment with dead metal parts like housings, boxes and hoist frames shall be grounded.

11.6 Extension Cords

Only round heavy duty (type S, SJO, SJTW, ST, SO, STD) extension cords are permitted on this project. Flat cords are prohibited on the project.

Any extension cord which is damaged (i.e., outer insulation is cut or torn/grounding pin is missing/wiring is exposed at plugs, etc.) shall be removed from service by cutting off the male plug or tagging "Out of Service". The Subcontractor shall remove all extension cords that have been spliced or repaired with electrical tape. Taping of extension cords in any manner is prohibited on the project. Repairs of extension cords must be by a qualified electrician.

The extension cord gauge of wire shall be sized for the designated use, but in no case less than 12 gauge (Heavy Duty Contractor Grade). For an overall length exceeding 100 feet, one size larger shall be used. All extension cord shall be plugged into job-site power that has proper over current and ground fault circuit protection (GFCI).

Whenever an extension cord is plugged into an existing building outlet for construction work, a GFCI is required between the extension cord and the tool.

All extension cords shall be kept out of walkways, equipment travel ways, protected from sharp edges (i.e. metal stud tracks, closing doors, etc.), and out of wet conditions on the floor.

Where feasible, extension cords will be suspended (7') above the floor or working surface. Metal staples, nails, and bare metal wire is permitted are prohibited for suspending extension cords (insulated wire and insulated staples are permitted).

Extension cords not in use for the day by workers will be rolled up and properly stored away.

11.7 Temporary Wiring & Lighting

Temporary wiring shall be minimum non-metallic sheathed cable and shall suite the conditions and environment where it is to be installed. No single conductor cable will be permitted for temporary wiring or lighting. Temporary wiring shall be promptly removed after it is no longer in service.

Temporary lighting shall **not** be put on the same circuit as temporary receptacles. A separate lighting circuit for the building, stairways, and exit areas is required.

Temporary lighting shall be secured high enough above the floor to avoid contact with workers and secured by insulated wire. Bare wire is prohibited. Temporary wiring shall be maintained at least 6'6" above the ground or floor and secured by non-conductive wiring

The minimum illumination level shall be 5 foot-candles for all work areas and travel areas. Task lighting is the responsibility of the contractor and subcontractor.

The Subcontractor(s) installing all wiring and lighting shall be responsible for the inspection and maintenance of such materials. Burned out/broken/missing light bulbs and broken/missing light bulb guards, etc. will be replaced immediately by the electrician.

Light plants shall be grounded in accordance with manufacturer's recommendations.

11.8 Lockout/Tagout (LOTO)

The intent and purpose of this procedure is to limit and/or eliminate the danger of the unexpected release of stored or residual energy (i.e.: mechanical, electrical, etc.) that could cause injury or death to workers or the general public. Therefore, subcontractors and/or subcontractors will fully comply

with OSHA Subpart K 1926.417 “Locking and Tagging of Circuits” standards when implementing Lockout/Tagout Standards.

Valves, switches, electrical panels and circuits, and other mechanical or electrical equipment must be properly locked and tagged out of service to prevent the system from being energized and/or operating while installation, maintenance, or repair work is in progress.

A formal Lockout/Tagout program is required for executing LO/TO work on the project. The Subcontractors and lower-tier subcontractor completing the work which requires LO/TO are responsible for training all affected workers and implementing LO/TO procedures.

The subcontractors Competent Person for LO/TO, Project Manager, and Superintendent through preplanning and surveying field operations will determine if workers are required to perform tasks that may expose them to any hazards associated with mechanical and/or energized equipment. If hazards are identified, a safety pre-planning meeting will be conducted with Sundt Layton prior to the start of any work.

All LO/TO programs will establish an energy control and training program that includes written procedures for the control of potentially hazardous energy when workers are engaged in maintenance and/or servicing activities and presented to Sundt Layton at the preplanning meeting. The LO/TO program procedures must clearly outline the scope, purpose, authorization, rules, techniques, PPE, workers training, etc. to be used for the control of hazardous energy, and the methods of compliance.

In conjunction with the above, lockout devices (i.e.: locks) should be substantial enough to prevent removal, separate keyed locks should be used for workers, lock tags should be labeled with the workers and subcontractors name, etc.

If working in a multi-shift environment, each worker(s) will remove their respective lock at the end of the shift so the new shift worker(s) can add their respective lock. Locks (single shift or multi shift) will remain in place until the work task is 100% completed.

If locks cannot be utilized in LO/TO, then the Project Safety Manager must authorize alternative means (i.e.: tags, warning signs, etc.) of protecting workers from mechanical or electrical hazards. If tags/signs are utilized, they must warn against energizing (i.e.: DO NOT ENERGIZE) the system or equipment, be substantial enough to prevent removal, and include the name of the worker and contractor/subcontractor.

Any worker(s) tampering with or removing locks, tags, warning signs, etc. outside of their control or without authorization by the subcontractors and any lower-tier subcontractor will be removed from the project.

The Subcontractors and lower-tier subcontractors must ensure and verify that before any of their workers performs any installation, servicing, or maintenance on circuits, electrical panels, machines, equipment, etc. are isolated and rendered inoperative, zero energy, etc. If unable to render inoperative, zero energy, etc., an “Energized Electrical Work Permit” must be completed and obtained by the subcontractor or any lower-tier subcontractor. See below “Working On or Near Exposed Energized Parts” Section 16.8

The Subcontractors and lower-tier subcontractor will ensure that worker training has been completed in LO/TO. Upon request, subcontractors and lower-tier subcontractors will provide Sundt Layton written certifications of training showing worker names and dates of training.

11.9 Working On or Near Exposed Energized Parts

It is Sundt Layton policy that no one works on live electrical circuits, panels, etc. However, if a situation arises where it is impossible to perform a work task with the circuit, panel, etc. de-

energized, the subcontractor will contact the Sundt Layton Superintendent and the Project Safety Manager prior to conducting any energized work on the project to set up a formal safety pre-planning meeting.
During the safety pre-planning meeting, the "Energized Electrical Work Permit" will be reviewed, discussed, and completed by the subcontractor and any lower-tiered subcontractor performing the work on the energized circuit, panel, etc. Upon completion of the permit, all workers involved in the energized work task will meet to review the permit and all safety precautions.
Only qualified workers who are knowledgeable of electrical hazards (i.e.: shock, electrocutions, flash arc's, etc.), special precautionary techniques, personal protective equipment, insulating and shielding materials, insulated tools, etc. may work on energized electric circuits, panels, etc. Upon request by Sundt Layton, documentation of training must be submitted along with the "Energized Electrical Work Permit".
All energized work will be completed in strict compliance with NFPA 70E (most current edition) standard requirements.
All subcontractors and lower-tier subcontractors will maintain in place permanent or temporary covers for light switches, outlets, temporary electrical panels, permanent electrical panels, etc. Electrical rooms will be protected by closing and locking doors when unoccupied, warning signs on the door for "Authorized Workers Only – Energized Parts" or similar wording, housekeeping will be maintained to eliminate tripping/slipping hazards, etc.

11.10 Working Around Overhead or Underground Electrical Power Lines

It shall be the responsibility of the contractor performing work adjacent to overhead electrical power lines to protect workers and equipment from coming in contact with all power lines. Protection should include, but not limited to one or a combination of the following: de-energize lines, blanketed lines, ground monitors, warning signs or flag lines, or any other means necessary to protect workers and equipment.
It is also the subcontractor's responsibility to locate all underground electrical power lines prior to commencing any excavating or trenching work.

- Utility marking shall not be allowed to deteriorate to the point that the utility location is uncertain and shall be re-marked or utility location potholed to determine exact location.
- Utility marking disturbed, destroyed or otherwise rendered unreliable shall be re-marked or utility location potholed to determine exact location.

Subcontractors working around underground utilities are **required** to address the location and specific procedures for conducting operations at a Daily Safety Pre-task Planning Meeting.

12.0 Electric Welding

12.1 Scope and Application

There are a number of hazards associated with electric or arc welding, but they can be safely handled when safety precautions are taken.

12.2 General Requirements

Subcontractors and lower-tier subcontractors will comply with the following general requirements:

- The frame of a portable welding machine operating from an electric power circuit shall be grounded. Switching equipment for shutting down the welding machine shall be provided on or near the welding machine.

- The electrode holder and connecting cable shall be fully insulated. Light holders shall not be used for heavy work, and welders shall avoid standing on damp or wet surfaces while welding. All equipment shall be checked regularly to make certain that electrical connections and insulation on the holders and cable are in good order. Cables shall be kept dry and free from oil and grease. They shall be arranged in such a manner that they do not lie in water, in oil, in ditches, or on bottoms of tanks. A certified electrician shall perform electrical repairs and maintenance work on welding machines. Electric stubs shall be placed in containers provided by the subcontractor for this purpose.
- Where welding or cutting must done in the vicinity of combustible material, special precautions shall be taken to make certain that sparks do not reach such material and start a fire. If the work cannot be moved, exposed combustible materials shall be covered with fire retardant material during welding operations. Tanks, drums, and pipelines that have contained flammable liquids shall be cleansed of all solid or liquid flammable material and purged of all flammable gases and vapors before welding operations are started.
- Where welding or cutting is required as described in above paragraph, a "HOT WORK PERMIT" is required and shall be issued by Sundt Layton's Representative. At the very least, a 24 hour notice for obtaining the Hot Work Permit is required.
- Wood floors shall be swept clear before welding or cutting operations are started.
- Portable 20 pound ABC fire extinguishers must be present within 25' of work. Portable fire extinguishers designated for the building cannot be used for the welding or cutting task.
- Welders keep welding cables in an orderly fashion and away from places where it could cause a tripping hazard or become damaged. Where possible, it shall be strung overhead high enough to permit free passage of vehicles and workers.

The contractor shall barricade or isolate the area below any welding (or torching) operation with danger tape to prevent other trades or the public from being exposed to falling sparks or slag. Proper signage should be posted. The subcontractor shall provide a fire watch throughout the operation and complete a final check 30 minutes after the operation is completed. Welding screens shall be provided to protect workers/visitors in the immediate area.

13.0 Excavation and Trenching

13.1 Scope and Application

This section provides requirements to ensure the safety of all workers who are required to work in and around excavations and trenches and to provide guidelines for locating existing underground utilities.

The subcontractors and all sub tier subcontractors Competent Person in charge of the excavation and/or trench work must comply with the following:

- Complete a daily trench excavation checklist.
- All preparatory work is conducted as described in this program before any excavation work begins.
- Excavation and trenching work is performed within the guidelines of this program.
- Soil Classification is performed before Subcontractors are allowed in the excavation.

13.2 Surface Encumbrances

All surface encumbrances that are located that may create a hazard to subcontractors and lower-tier subcontractors shall be removed or supported, as necessary, to safeguard workers in the excavation.

13.3 Underground Installations

Prior to any type of digging, drilling, post or pile driving, or any other activity that disturbs the soil subcontractors and lower-tier subcontractors shall contact the State One Call and/or utility companies for locating and marking all underground utility lines.

"NO WORK" is to proceed without the area being properly marked and the locate marks photographed for all underground utility lines.

- Utility marking shall not be allowed to deteriorate to the point that the utility location is uncertain and shall be re-marked or utility location potholed to determine exact location.
- Utility marking disturbed, destroyed or otherwise rendered unreliable shall be re-marked or utility location potholed to determine exact location.

Subcontractors working around underground utilities are **required** to address the location and specific procedures for conducting operations at the Daily Safety Pre-task Planning Meeting.

Damage to any utility is to be reported immediately to Sundt Layton.

When excavation operations approach the estimated location (within 15 feet) of underground installations, the exact location of the installations shall be determined by pot holing (hand digging or vac. truck excavation only).

While the excavation is open, existing underground utility lines shall be protected, supported, or removed as necessary to safeguard the lines and workers.

13.4 Requirements

The subcontractor's Competent Person responsible for the excavation shall be assigned to the project and **on site** during all operations relating to the open excavation.

A Preplanning Meeting will be conducted prior to the trenching/excavating of ground on the project. Attendees will consist of the subcontractor foremen and competent person, and designated Sundt Layton safety representatives.

An "Annual Excavation/Trenching Permit" must be completed and submitted to Sundt Layton for review prior to the start of any Excavation/Trenching operations.

The Competent Person shall determine the soil classification. Unclassified soil shall be treated as Type C Soil.
Workers entering excavations and/or trenches 5**' or greater** in depth will be protected from "Cave In" by shoring, sloping, benching, trench boxes, or other acceptable means approved by the Project Safety Manager.
For excavation over 20 feet deep, a Registered Professional Engineer hired by the Contractor shall design all shoring, sloping or benching. All designs shall be submitted to Sundt Layton and filed at the subcontractor's field office.
All excavated materials and stockpiled materials shall be placed a minimum of 2 feet from the edge of the excavation. Loose soil or rocks shall be removed from the sides of excavation walls.
Where mobile equipment is operated adjacent to trenches/excavations a warning system shall be used (i.e. jersey barriers, guardrails, tape, etc.)
Workers walking or working adjacent to an excavation and/or trench greater than 6' in depth must be protected from fall hazards in accordance with the projects 6' fall protection policy.
Excavations 4 feet in depth or greater shall have a stairway, ladder, ramp, or other safe means of egress within 25 feet of any worker in the excavation. All excavations before entry shall be inspected and documented on the "Daily Excavation/Trenching checklist" by the subcontractor's Competent Person in accordance to the following requirements and submitted to Sundt Layton on a daily basis.

- At the start of each shift
- After heavy rains
- After freezing and/or thawing temperatures occur
- After any condition that can change the integrity of the soil

For all excavations 5 feet in depth or greater where hazardous material may exist, the atmosphere in the excavation shall be tested prior to entry and periodically throughout the operation as determined by the Competent Person.
The Competent Person responsible for the crew working in the excavation shall inspect the excavation throughout the work period and stop operations when unsafe conditions exist.
The number of workers in the excavation shall be limited to the number needed to perform the work.
Water shall not be allowed to accumulate in excavations at any time. Pumps, drains, or other means shall be used to remove water constantly.
Stability of adjacent structures shall be evaluated before starting an excavation and monitored daily thereafter by the subcontractor.
Emergency rescue equipment shall be readily available by the subcontractor.
No worker shall be permitted underneath loads handled by lifting or excavating equipment.
Proper handrails and toe boards, fencing, warning tape (temporary), etc. shall be erected and maintained at the top of the excavation when required for fall protection.

14.0 Fall Protection

14.1 Scope and Application

Falls from heights continue as a primary cause of fatalities and disabling injuries in the construction industry. Therefore, Sundt Layton and all Subcontractors and lower-tier subcontractors are mandated to comply with the below fall protection requirements and 29 CFR 1926 Construction Regulations, Subpart M – Fall Protection Standards for this project when workers are exposed to any falls greater than 6'. **100 percent fall protection will be required when an exposer is Greater than 6'**.

Workers, visitors, and the general public also need to be protected from being struck by falling materials from roof, floors, and decks of building during construction. Therefore, the primary object of fall protection is to protect all on site personnel from falls and being struck by falling material.

14.2 Site Specific Fall Protection and Rescue Program

All subcontractors and lower-tier subcontractors with fall exposures greater than 6' will submit prior to starting work on the project a "Site Specific Fall Protection and Rescue" Program to Sundt Layton Construction.

This program will include as a minimum, the following topics:

1) Type of Exposures: Roof and Floor Perimeters, Aerial Lifts, Scaffolding, Scissor Lifts, Floor and Wall Openings, Excavations/Trenches, Stilts, Climbing Vertical Walls/Columns, Ladders, Loading Platforms, Steel Erection/Decking, Struck by Falling Objects etc.
2) Type of Systems: Fall Arrest: PFAS, Safety Nets, etc.
   Fall Restraint: PFAS, Guardrails, Warning Lines, etc.
   Falling Object Protection: Toe Boards, Canopies, Barricades, etc.
3) Type of Equipment: Harnesses, Lanyards, Retractable, Static Lines, Mobile Anchors, Static Lines, 2 x 4/Wire Rope Guardrails, Warning Line, Rope Grabs, etc.
4) Competent Person: A "Competent Person" form must be completed and submitted along with the competent persons qualifications
5) Preplanning: Procedures for preplanning all work where workers are exposed to falls greater than 6'/T.H.A.
6) Training Workers: How will workers be trained in fall protection and rescue?
7) Rescue: Rescue procedures for safely rescuing workers who have fallen

If a "Fall Arrest" program is utilized in lieu of a "Fall Restraint" program, the subcontractors "Competent Person" must take into consideration the calculation of free fall distance and required clearances (Free Fall + Shock Absorber Deceleration + D Ring to Feet + 2' to 3' Safety Factor), arresting forces (Maximum: 1,800 lbs.), and potential pendulum swing falls when implementing this program.

The Subcontractors "Competent Person" must train <u>all</u> workers in the "Site Specific Fall Protection and Rescue" program prior to being assigned a work task with fall exposures to workers. All training must be documented to verify that workers are properly trained in fall protection and presented to Sundt Layton upon request.

If the subcontractors and lower-tier subcontractor does not have any fall exposures exceeding 6', then the subcontractors and lower-tier subcontractor must state that they have no fall exposures exceeding 6' on company letterhead.

14.3 Personal Fall Arrest Systems

All subcontractors and lower-tier subcontractors workers are required to wear a PFAS when working from suspended scaffolds, articulating boom lifts, scissor lifts (when manufacturer recommends), or if employee's feet leave equipment platform. When working above any fall protection systems (i.e.: guardrails), climbing vertical walls (i.e.: concrete forms/rebar walls), or exposed to any falls greater than 6' where a "Fall Restraint" system is unavailable.

A Personal Fall Arrest System (PFAS) must be comprised of a full body harness, connector (i.e.: shock absorbing lanyard (knots are prohibited) with a double locking snap hook/retractable/rope grab), and anchorage point (minimum of 5,000 pounds per worker). Maximum fall exposure is limited to 6' with a deployed shock absorber. Proper "snug" fit is required, PFAS will be considered snug when no more than two fingers can be inserted between the body and the harness webbing.

All PFAS components will be inspected daily by the worker and by the "Competent Person" in accordance to OSHA Fall Protection Standards. Subcontractor will be responsible for maintaining proper documentation of PFAS components.

A PFAS **cannot** be attached to a guardrail system unless the guardrail system is designed by an engineer to accommodate the PFAS.

All full body harnesses with plastic chest clips, damaged/cut webbing, distorted metal buckles, illegible tags, etc. are to be removed from service.

Anchor points should be shoulder height or greater where possible.

All retractable lines (wire cable and web), rope grab lines, etc. will be protected from all sharp edges (i.e.: concrete edges, metal studs, etc.) to avoid damage to the PFAS. Where warranted, lines will be repositioned or sleeved, edges padded, etc.

14.4 Scaffolding

Where possible, during scaffolding erection and dismantling, workers will be required to tie off while working two stages or more above the ground. In addition to tying off, a minimum of two planks will be provided for erection and dismantling. Utilizing one plank for standing on is prohibited. Subcontractors and lowered tiered subcontractors must prove in writing to the Sundt Layton Representative that tying off is not feasible when erecting and dismantling scaffolds. Approval from the Sundt Layton Representative is required before any erecting and dismantling operation is underway.

14.5 Ladders

When workers are working above handrails adjacent (within 6') to building perimeters, window openings, elevator shafts, etc., mandatory fall protection is required. Specific fall protection requirements are outlined under Section 23 Ladders and Stairs.

In lieu of utilizing standard ladders for performing work over 6' on the project, where feasible, "Ladders Last" should be implemented by all subcontractors see section on Ladders and Stairs.

14.6 Floor and Roof Openings, Recessed Areas, Skylights

Roof and floor openings, recessed areas / block outs, skylights, etc. must be protected by the use of covers, guardrails, warning lines, or safety nets.

14.7 Hole Covers

Holes greater than 2" will be properly protected by appropriate hole covers.
Hole covers must be secured (nailed or screwed) against accidental displacement, identified as "Hole" or "Cover", and capable of withstanding twice the expected weight from workers, material, equipment (i.e.: aerial baskets, forklifts, scissor lifts, etc.).
Hole covers shall be a minimum of ¾" plywood (5 ply). Oriented strand board (OSB), particle board and medium density fiberboard (MDF) will not be allowed as hole covers.
If scissor lifts, articulating baskets, or other mobile equipment is found in the immediate area, it is recommended that holes greater than 18" x 18" be protected by guardrails. Any openings greater than 18"x18" follow Sundt Layton Safety Manual guidelines. It is the responsibility of the subcontractor or lower-tier contractor to protect any openings they have created.

14.8 Guardrails

AT NO TIME WILL A GUARDRAIL SYSTEM BE USED AS A HORIZONTAL ANCHORAGE FOR A PERSONAL FALL ARREST SYSTEM UNLESS SPECIFICALLY DESIGNED AND MAINTAINED FOR THIS PURPOSE.

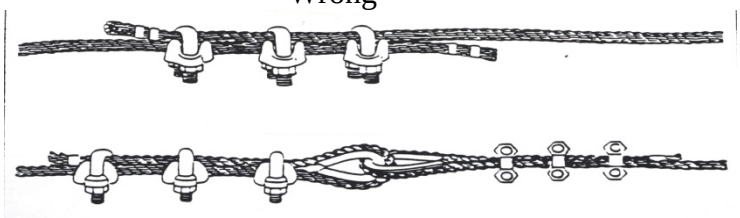
Wood Guardrails

Top rails shall be 42 inches plus or minus 3 inches above the walking/working level and capable of withstanding 200# of force.
Mid rails shall be installed between the top rail and the walking/working surface at a height of 21 inches, and capable of withstanding 150# of force.
Toe boards shall be a minimum of 3-1/2 inches in vertical height with only a quarter inch clearance off the floor and capable of withstanding 50# of force. To prevent movement, all toe boards shall be secured in place by nails, screws, etc.
Wood railing posts shall be at least 2" x 4" stock spaced not more than 8 feet apart. The top rail and mid rail shall be of 2" x 4" stock. Toe boards may be constructed of 3-1/2 inch board. No double-headed nails are to be used in the construction of these railings.

Wire Rope Cable Guardrails

Wire rope cable (minimum 3/8", 1/2" recommended) guardrails used in lieu of 2 x 4 wood guardrails must be flagged (min. 4" – 6" tail) every 6' with high visibility permanent flagging material and terminated with three "Crosby Clips" on all ends and splices. All termination splices and ends will be Looped Connections with over lapping connections being prohibited.

Wrong



Correct

Maximum deflection of any wire rope cable in any direction is 3". If deflection exceeds 3", the wire rope cable must be re-tightened.

Pipe Railing
Pipe railings top rails, mid rails, and post shall be a minimum of 1 ½ inch nominal diameter (schedule 40 pipe) piping. Posts will be spaced not more than 8 feet apart on centers.
Structural Steel
Structural steel railings top rails, mid rails, and post shall be a minimum of 2" x 2" x 3/8" angle steel. Posts will be spaced not more than 8 feet apart on centers.

14.9 Warning Lines

Warning Line will be placed at a minimum distance of 6' for roofers and 15' for all other trades and capable of withstanding 500# tensile strength and erected 34" to 39" high. Warning lines will consist of rope, wire rope, chains, etc. and flagged every 6' with permanent flagging material.

14.10 General Fall Requirements

Safety Monitoring Systems (SMS) and Controlled Decking Zones (CDZ) will **not** be utilized by any subcontractors and lower-tier subcontractor on this project.
All workers are required to utilize **100% 6-foot fall protection** at all times.
All ramps and runways with a break in elevation of 19" must be protected.
Workers must be protected from falling objects by the installation of toe boards, barricades (i.e.: danger tape, fencing), debris nets, canopy structures, ground monitors, etc.
Workers loading or unloading material and equipment at all loading platforms/outriggers must be protected with a PFAS prior to the removal of the guardrail system. Recommended fall protection system is a removable guardrail system set back a minimum of 6' with an attached sign outlining proper fall protection procedures with a warning line on the floor in conjunction with the PFAS.
Wall/window openings with a sill less than 39" high must be protected with a guardrail system.
Subcontractors and lower-tier subcontractors bending over rebar in lieu of rebar caps will be responsible for highlighting bent over rebar by spray painting with fluorescent orange paint.
Subcontractors and lower-tier subcontractors unloading material/equipment from tractor trailer flatbeds will provide safe access by using step ladders or extension ladders for access.
Workers operating out of articulating boom lifts, aerial lifts, and scissor lifts must be trained in the safe operation of the lift as a certified operator. Certification cards must be presented prior to or at the safety orientation and be available upon request by Sundt Layton Management or regulating authority. If certification cards exceed 5 years from the original date of training, the subcontractors and lower-tier subcontractor will arrange retraining of the worker(s) on the safe operation of the articulating boom lifts, aerial lifts, and scissor lifts. Certified operators will be identified.

14.11 Flagging and barricading procedures

YELLOW CAUTION FLAGGING *(Yellow means Yield)* **Used to warn employees of a NON-SERIOUS hazard**.

1.) Temporary use only. Can remain up longer if flagging is maintained.
2.) Can be crossed if the hazard can be seen and avoided. (i.e.: Shallow trench, which is readily visible.)
3.) Hazard must be readily visible from all directions.

4.) Cannot be used for a serious hazard. (i.e.: Leading Edge Warning)

RED DANGER FLAGGING *(Red means STOP)*

Used to warn employees of a serious hazard (Life or Limb Threatening)

1.) Red Danger Flagging must have signs attached on all sides stating the hazard and who is allowed entry into the flagging. When necessary, signage should be in both English and Spanish.
2.) No one other than those listed on the signage may cross/enter Red Danger Flagging.
3.) Temporary use only, usually not longer than 1 shift/day, but may be longer if Flagging and signage is maintained.
4.) Any violation will result in disciplinary action.
5.) Cannot be used for Non-Serious hazard.
6.) When hazard is abated, flagging must be removed immediately.

MULTI-COLORED FLAGGING *(Stop, Look and Read Signs Before Entry)*

Can be used for SERIOUS OR NON-SERIOUS hazard.

1.) Higher Visibility and Stronger than Caution or Danger Flagging.
2.) Can be used when barricade is required to remain up longer than one shift or during windy or rainy conditions.
3.) Use for non-serious hazard when hazard is not readily visible.
4.) Multi-colored flagging can be crossed if hazard is readily visible or with permission of the subcontractor that installed the flagging.
5.) If used for a Serious Hazard or a Hazard that is not “Readily Visible”, it must have signs attached on all sides stating the hazard. Signs must give information and/or provide instructions. (i.e.: Look Up! Do Not Enter this area when stripping operations are in progress.)
6.) When necessary, signage should be in both English and Spanish.

ORANGE CONTROLLED ACCESS ZONE FLAGGING

(Used for Leading Edge Warning Only) Fall Protection Must Be Worn When Crossing Flagging.

1.) Must be used for control of leading edge on decks.
2.) Must be installed at least 6’ back from edge of deck or floor/wall opening.
3.) 100% fall protection is required when task requires employees to cross flagging to perform leading edge work on decks.
4.) All employees must be trained on fall protection and this procedure before being allowed on unprotected decks with Controlled Access Zones.
5.) Failure to follow this procedure will be immediate cause for termination.

Notes:

1.) Different barricade flagging may not be combined. (i.e.: Danger and Caution flagging tied together).
2.) When hazard has been abated, barricade flagging must be removed immediately and discarded or returned to proper storage area.

15.0 Fire Hazards and Prevention

15.1 Scope and Application

In order to reduce to a minimum the possibility of fire damage and associated losses incurred during the construction of the project the following are guidelines and requirements to be followed by all Sundt Layton workers, subcontractors and lower-tier subcontractor involved on the project.
The control of fire hazards and the reduction of losses from fire depend upon four fundamental principles.

1. Fire prevention engineering/ jobsite preplanning.
2. Early detection and extinguishment.
3. Damage control.
4. Prevention of personal injuries from fire or panic.

15.2 Fundamentals of Fire Safety

Preplanning the site is crucial to the protection of lives and property. The basic sequence of actions that must be taken in case of fire is the basis for establishment of the site fire plan. Understanding the actions and why the sequence is important will aid in the plan's development. The actions are, in order:

1. Evacuate
2. Notify the Fire Department
3. Fight the fire.

The priority of this sequence should not be broken; however, this does not mean that more than one item cannot occur at a time.

15.2.1 Evacuation

The first action to be taken in case of fire is the protection of lives. The fire protection program must provide for the ability of all workers to exit in case of an emergency. Key considerations include:

- Stairways and ladders used for egress must be kept free of combustible and flammable materials.
- Stairways and ladders shall not be used for storage of materials.
- Temporary lighting must be installed and maintained in working condition.
- Post and maintain Exit signs.

All personal on site must be aware of their surroundings at all times and plan for an evacuation with documented procedures.

15.2.2 Notification

If a fire occurs, notify Sundt Layton management immediately after evacuating personnel. If it is a fire, which cannot be extinguished immediately, notify the Fire Department by dialing **911**. Extinguish the fire with non-combustibles such as sand or an available fire extinguisher, only if you are not putting yourself or others in harm's way. Remove or shut off fuel supply such as removing debris or stored material or shutting off propane. Each Subcontractor is to clear the way for the Fire Department and assist in any way directed.

15.2.3 Additional Requirements

Although there are many types of extinguishers, only one type of fire extinguisher is approved for use on Sundt Layton work: the 20 pound "ABC" all-purpose dry chemical extinguisher for use on wood, paper, textiles, electrical and flammable liquids.

The use of carbon tetrachloride extinguishers is prohibited.

Manufacturer's instructions should be followed for each type of extinguisher. Complicated types of extinguishers shall be avoided. Workers shall be taught how to operate each type provided so that prompt action when a fire starts can be assured. Care should be used in selecting extinguishers for each job. Each subcontractor is responsible for the training of their workers.

Extinguishers shall be highly visible and easily accessible at all times. They must be distributed so that the distance to an extinguisher from any point on a floor is not more than 75 feet.

Shanties, tool sheds, etc., shall meet the following:

- Shall be constructed of fire-restraint materials and heated with approved fire-safe heating devices.
- Shall be constructed at least 10 feet from materials, which present extraordinary fire hazards.
- Shall be equipped with a minimum of one, 20-pound ABC fire extinguisher each.
- Shall have a waste container adjacent to it.
- Shall not be used to store oily rags, oily clothes, or fuels of any type.
- Shall be constructed such that a fire will not spread to adjacent areas.
- Rubbish shall not be permitted to accumulate within an adjacent area.
- A carbon monoxide monitor/alarm is required if fuel heaters are used for heat.
- All electrical circuits in tool sheds or trailers shall be GFCI protected.

15.3 Fire Prevention

- Smoking is prohibited on the project. If permitted, smoking will only be allowed in the designated areas.
- All temporary electric shall be in accordance with all current existing codes.
- Storage of any material within 10 feet of fire hydrants is strictly prohibited.
- Work areas shall be cleaned daily to prevent accumulation of material.
- No motors or machinery shall be left running during non-working hours except as specifically directed by Sundt Layton management.
- All heating equipment shall have necessary safety devices and shall be wired, piped, and operated according to all applicable Codes, Rules and Regulations.
- All tarps and blankets shall be of fire retardant material.
- All fuel and solvent containers shall be placed on drip pans.
- No open burning or fires shall be permitted on site. Anyone doing so is subject to immediate dismissal.
- Solid fuel salamanders are prohibited in buildings or on scaffolding.
- Temporary Heating Devices must be tested frequently by the competent person to maintain a fresh air flow sufficient to maintain the health and safety of all employees. If a competent person deems natural airflow inadequate, then mechanical ventilation must be provided.
- Heaters used in the vicinity of tarpaulins, canvas, or similar coverings must be located at least 10' from any combustible material.

- Subcontractors and lower-tier subcontractors are responsible for training their workers in the proper use of fire extinguishers.
- Roofer's kettles shall be kept away from buildings, finished walls, and material storage areas a minimum of 15'. A minimum of two 20# ABC fire extinguishers are required next to the kettles.
- Individuals are not permitted to wear oil or tar soaked clothing.
- A fire watch will be established for any hot work on the project and a permit system must be followed that addresses a 30 minute fire watch after work in completed.
- Spark screens are required on hoist engines and salamanders

15.4 Hot Work Permits

A Hot Work Permit shall be required for all hot work activities (i.e. any tasks generating a spark or involving open flame) as determined by Sundt Layton. Permits are required to be approved and posted in the corresponding work area prior to begin of work. Areas where the hot work is taking place must be reviewed each day or at the beginning of every work shift to ensure conditions have not changed; if conditions in the work area have changed a new permit must be completed and approved by Sundt Layton.

Hot work operations will cease 30 minutes before the end of the shift and the responsible craft supervisor shall perform a fire walk before the Hot Work is considered closed.

16.0 Gasoline Power

16.1 Scope and Application

Most construction sites have gasoline equipment and thus introduce the hazard of potential fire and dangerous vapors. All welding equipment, generators, equipment that must be used inside the confines of an enclosed building shall have alternative means of energy production, i.e. propane or electrical powered. All subcontractors and lower tier subcontractors on this project shall abide by the following procedures and requirements.

16.2 Fire

OSHA and fire departments have regulations regarding quantity and methods of handling gasoline. The following rules will minimize the danger from fire:

- Review OSHA and local fire department requirements and comply with these standards.
- Storage of gasoline containers must comply with OSHA regulations, and fuel transfer operations must be conducted outside of the building.
- When drums are used for storage, use drum pumps that are designed specifically for flammable liquids. Use safety bungs for the vent opening. These are equipped with perforated cylindrical screens, which act as fire baffles. The use of a gravity feed or bottom draw drum is prohibited.
- Only UL listed metal safety cans with self-closing safety latch covers and flash arrestors are permitted on site. **Plastic containers are prohibited on site.**
- Shut down engine when refueling and allow exhaust to cool off.
- A 20-pound ABC dry chemical fire extinguisher must be available wherever flammable liquids are handled.
- No smoking within 50' of flammable and combustible liquids (i.e.: gasoline, diesel).

- All drum/containers will be properly labeled per OSHA 1926.59 Hazard Communication

16.3 Gases

Gas engines exhaust carbon dioxide and carbon monoxide. Mixtures of the gases are usually heavier than air although heat may cause them to rise. Both are without color, taste, or smell. Light concentrations can cause headache and nausea. Heavy concentrations can result in death. Therefore, extreme caution must be taken when operating gas engines on the project.

To ensure the safety of all workers and avoid the collection of gases, do not run gas engines in enclosed buildings, pits, excavations, manholes, pipe or crawl spaces, confined spaces, etc. without providing positive ventilation and/or piping gas engine exhausts to the outside. If warranted, check the atmosphere with a gas detector to determine if additional steps are needed.

17.0 Hand and Power Tools

17.1 Scope and Application

The subcontractor is responsible for the safe condition and maintenance of all tools and equipment to be used by all subcontractor workers. When necessary, subcontractor superintendents/foreman shall be able to explain:

- Each step of a job or task
- What is to be done and why
- What hazards are involved
- How to perform the job safely
- Capacities and limitations of equipment

The subcontractor shall ensure that their workers know how to safely use tools they are required to work with.

17.2 Procedures

- Know the application, limitation, and potential hazards of the tool used.
- Workers should inspect all hand and power tools prior to using. Any defective/damaged tools should be repaired or removed from service.
- Select the proper tool for the job.
- Only use tools in accordance to the manufactures instructions.
- Unplug the tool or disconnect the battery whenever maintenance or bit/blade replacement is performed.
- Remove adjusting keys and wrenches before plugging the tool back in.
- Do not use tools with frayed cords or loose or broken switches.
- Keep guards in place and in working order.
- Have ground prongs in place or use tools marked "double-insulated."
- Never carry a tool from its cord.
- Maintain working areas free of clutter.
- Keep alert to potential hazards in the working environment such as damp locations or the presence of highly flammable/combustible/explosive materials (liquids, vapors, fibers, dust).
- Dress properly to prevent loose clothing from getting caught in moving parts.
- Use safety glasses, dust masks, respirators, face shields, or other protective clothing and PPE.

- Do not surprise or distract anyone using a power tools.
- Hammers with broken or cracked handles, chisels and punches with mushroomed heads, wrenches with sprung jaws, or bent or broken wrenches shall not be used and will be promptly removed from service.
- Most hand-held electrical tools must be equipped with a "dead-man" or "quick-release" control so that power is shut off automatically whenever the operator releases the control.
- Portable circular saws must be equipped with guards above and below the base plate or shoe. The lower guard must retract when the blade is in use and automatically return to the guarding position when the tool is withdrawn from the work.
- Guards on power equipment should remain in place and be in good working order. NEVER REMOVE GUARDS!
- All magazine fed or powder actuated tools shall reference the section entitled “Powder Actuated Fastening Tools”.

17.3 Training Requirements

The subcontractor shall provide training or retraining on safe tool usage and maintenance for workers.

18.0 Hearing Conservation Policy

18.1 Scope and Application

Sundt Layton management recognizes that workers are sometimes exposed to excessive noise levels on the job. Excessive noise can, and often does, cause permanent hearing loss if engineering controls or personal protective equipment is not used.

Limiting exposure to excessive noise through engineering controls is Sundt Layton management’s preferred method of control. (Engineering controls may be as simple as removing a generator from the work area and using a longer power cord.) Where engineering controls are not feasible, supervisors shall provide and ensure that their workers wear hearing protection when hearing protection is necessary.

The objective of this policy is to prevent the unnecessary loss of hearing due to excessive noise levels.

Subcontractors will be aware of and will notify their workers who may be exposed to sound levels equivalent to an average of 85 decibels (dB) over an eight-hour period that hearing protection is available and shall be utilized. As a rule of thumb, 85 dB may be defined as any level at which one has to shout in order to communicate at a distance of three feet. Subcontractors exposed to noise levels of 90 decibels or more shall be provided with and required to wear hearing protection, such as earmuffs or ear inserts. Subcontractors are solely responsible for any required noise monitoring for their worker(s) in their work areas.

When protective equipment is necessary; workers shall be given the opportunity to select their hearing protection from two different types of hearing protection. Usually these will be earplugs or earmuffs or a combination of the two. Subcontractor’s workers who are issued hearing protective equipment shall receive training, which includes informing workers of the effects of noise on hearing and the purpose, use and care of hearing protection. This training is the responsibility of the subcontractor.

Warning signs stating "High Noise Area – Hearing Protection required" will be posted by the Subcontractor on the periphery of all work areas where Subcontractor workers may be exposed to excessive noise levels.

Portable radios, iPods, ear Bluetooth devices, Walkman, etc. are prohibited on this project cell phones may only be used for business or emergencies during work hours.

19.0 *Housekeeping*

19.1 *Scope and Application*

During the course of construction, alterations, or repairs on the project site by a subcontractor, all forms, packing material, scrap lumber (All protruding nails shall be either bent over or removed by the subcontractor or lower-tier subcontractor), scrap material, and other debris, shall be cleared from work areas, passageways, stairways, in and around the buildings and other structures for emergencies, reduced fire loading of the building, reduced tripping hazards, etc.

Subcontractors utilizing lower-tier subcontractors for specific work (i.e.: concrete core cutting, concrete pumping, etc.) will be responsible for maintaining housekeeping requirements by picking up and properly disposing of debris (i.e.: concrete cores, pallets, buckets, etc.) or having their lower-tier subcontractor responsible for picking up and properly disposing of debris.

Construction scrap and debris shall be removed daily during the course of construction, alterations, and repairs. Safe means shall be provided to facilitate such removal. At no time shall debris be allowed to accumulate. Subcontractors are solely responsible for the daily cleanup of their immediate work areas.

Subcontractors and lower-tier subcontractors will provide individual containers for the collection and separation of combustible waste and trash from oily and solvent soaked rags. Containers used for oily and solvent soaked rags containing combustible and flammable liquids, or other hazardous wastes such as caustics, acids, or harmful dusts, shall be metal and equipped with metal covers

Any dumpster in use shall use an "open door" policy or have a proper step platform built up to its side. Garbage and other waste shall be disposed of daily.

Storage areas and tool rooms must be kept free from the accumulation of material and debris that may cause tripping, fire, explosion, or harboring of rats and other pest hazards.

Subcontractors are responsible for providing trash receptacles for lunch and break trash. Littering by workers is prohibited on the jobsite. Rolling cart containers will also be provided at all work stations (i.e.: cutting studs, piping, etc.) for the collection of material debris.

Subcontractors are required to participate in a general cleanup effort on a weekly basis if specified by contract. If a subcontractor fails to complete housekeeping tasks, Sundt Layton management will assign those duties to another subcontractor and back charge the failing subcontractor for all expenses incurred.

20.0 *Ladders and Stairways*

20.1 *Scope and Application*

Ladders and stairways are an integral part of building construction. Therefore, extreme caution must be exercised by all subcontractors' workers performing work off ladders and in stairways.

As a safer alternative to working off ladders, all subcontractors are to adopt a "Ladders Last" program when feasible. This program will focus on safer alternatives such as aerial baskets, scissor

lifts, one man pods, etc. in lieu of working off ladders and exposing workers to potential falls. Preplanning of "Ladder Last" with Sundt Layton will be the subcontractor's responsibility.

20.2 General Requirements

All ladders must have the manufacturer's labeling clear and legible. Wooden ladders are discouraged.

A set of steps or ladder must be provided at all personnel points of access where there is a break in elevation of 18" or more.

At a minimum, only Type IA Heavy Duty (300 lb. working load limit) ladders will be permitted on site.

A double-cleat ladder or two or more separate ladders must be used when ladders are the only means of egress from a working area with 25 or more workers.

Ladders shall be inspected daily by the contractor's competent person. The use of ladders with broken or missing rungs or steps, broken or split rails, or other faulty or defective construction is prohibited. When ladders with such defects are discovered, they shall immediately be withdrawn from service and tagged to prevent use, or destroyed.

Every worker involved in stair and ladder use must be trained by the subcontractor's competent person in the recognition and avoidance of stair and ladder hazards.

When working over 6' high from ladders fall protection will be implemented when feasible.

When working on ladders adjacent (within 6') to the buildings perimeter, open windows, open atriums, open stairways, open shafts, or any other location where the worker will be above the handrail and exposed to a fall, fall protection will be mandatory and established a minimum of 6' back from the edge of exposure as to allow the worker to safely tie off and approach the work.

When ascending or descending ladders, workers shall face the ladder using 3-point contact (two hands/one foot or one hand/two feet) at all times. Workers shall not carry tools, material, or other objects that could cause the worker to lose balance and fall. To maintain 3-point contact, tool ropes shall be provided by the workers subcontractor for hoisting and lowering all tools, material, etc.

Off sets will be utilized for safer access on all extension ladders and job made ladders.

Any workers "walking the ladder" will be removed from the site. Subcontractors and lower-tier subcontractors will provide proper ladder/steps access for workers to access office trailers, material storage trailers, loading/unloading flatbed trailers, etc.

Ladders used in any location where they could be displaced by traffic shall be barricaded.

20.3 Extension Ladders

Extension ladders shall be placed on a substantial base of a 4-1 pitch (1 foot horizontal for every 4 feet vertical), have clear access at top and bottom, extend a minimum of thirty-six (36) inches above the landing, and be secured at the top (and bottom if warranted) against movement while in use.

Maximum ladder height for any extension ladder is restricted to 24' from the base to the top landing. If greater than 24' other means of access must be provided by the subcontractor.

20.4 Step Ladders

Stepladders shall only be used in an open (fully extended) and firmly footed position. The top two steps of a stepladder shall not be used as a step or seat. The use of stepladders as extension ladders is prohibited.

20.5 Metal Portable Ladders

Portable metal ladders are **not** permitted on this project. The only exceptions to this policy are metal ladders designed and used specifically for attachment to scaffolds or skeleton steel during steel erection and metal work platforms (not exceeding 3' in height and 5' in length). Only ladders of nonconductive material will be permitted on site.

20.6 Job-Made Ladders

Job-made ladders shall be placed on a substantial base of a 4-1 pitch (1 foot horizontal for every 4 feet vertical), have clear access at top and bottom, extend a minimum of thirty-six (36) inches above the landing, and be secured at the top (and bottom if warranted) against movement.

The width of a single cleat ladder must be at least 16 inches, maximum 20 inches, measured inside to inside. Filler blocks must be inserted between cleats. 2 x 4 will be utilized as cleats.

The maximum length of single-cleat ladders or double cleat ladders shall not exceed 24 feet between supports (base and top landing). If ladders are to connect different landings, or if the length required exceeds the recommended maximum length, use 2 or more separate ladders staggered with a protected platform between each ladder.

Job-made ladders will not be fabricated with double head nails.

20.7 Stairways

Workers are not allowed to use metal pan stairs unless they have been fitted with wooden filler blocks (or similar material) or concrete filled.

Stairways with four or more risers or rising more than 30" (whichever is less) must have a handrail along each unprotected side or edge.

21.0 Material and Personnel Hoists

21.1 Scope and Application

All material hoists shall comply with ANSI A10.5 and all personnel hoists shall comply with ANSI A10.4 in conjunction with the Occupational Safety and Health Standard 29 CFR 1926.550 Subpart N - Cranes, Derricks, Hoists, Elevators, and Conveyors in addition to the following hoist guidelines:

21.2 General Requirements

All hoists shall comply with the manufacturers' specifications and limitations applicable to their operation. Where manufacturers' specifications are not applicable, the limitations assigned to the equipment shall be based on the determination of the using a professional engineer competent in the field. Operators will be instructed in rated load capacities, recommended operating speeds, and special hazard warnings or instructions in conjunction with posting this information in cars and platforms.

Following assembly or erection of hoists, and before being put into service, an inspection and test of all functions and safety devices shall be completed by the installation contractor and any state agencies. A similar inspection and test is required following any major alterations or repairs. All hoists shall be inspected a minimum of 3-month intervals by the contractor. Records shall be maintained on site by the subcontractor and submitted to Sundt Layton upon request.

When hoist platform/cage is on upper levels, first floor level shall be guarded to prevent entry of personnel or storage of material.

Arm and hand guards should be installed on all floors by the subcontractor to prevent workers from coming in contact with the hoist while it is in operation open the gate, etc.

21.3 Material Hoists

The following Material Hoist guidelines are to be followed:

- All entrances to hoists must be protected by substantial gates or bars, which guard the full width of the landing entrance.
- Operating rules must be posted at the operator's station along with the notice "No Riders Allowed".
- All hoists shall have a "No Smoking" sign posted in the hoist.
- A portable fire extinguisher with a minimum rating of 5A will be installed in all hoists and inspected monthly by operator

21.4 Personnel Hoists

The following Personnel Hoist guidelines are to be followed:

- Hoist way door gates shall be at least 6'6" high and shall have a mechanical lock, which cannot be operated from the landing side.
- All entrances to hoists must be protected by substantial gates or bars, which guard the full width of the landing entrance.
- Hoists shall be inspected on a weekly basis. Hoists shall also be inspected after exposure to winds exceeding 35 mph.
- All hoists shall have a "No Smoking" sign posted in the hoist.

A portable fire extinguisher with a minimum rating of 5A will be installed in all hoists and inspected monthly by operator.

22.0 Material Handling and Storage

22.1 Scope and Application

Material handling whether manual or mechanical represents a significant exposure if not performed properly. Likewise, improper storage of material could result in worker injuries and property damage.

22.2 General Requirements

All materials shall be handled and stored with the utmost care. Subcontractors and lower-tier subcontractors shall ensure that their workers are trained in proper moving, lifting, grabbing, hoisting, team lifting, and any accessories for handling materials.

In lieu of manual material handling, mechanical equipment should be utilized as much as possible.

The wearing of gloves by workers handling material will be mandatory on the project to reduce potential lacerations. The subcontractor, in conjunction with Sundt Layton, will select the appropriate cut resistant glove that best protects the worker(s) from potential lacerations.

Gloves will also be worn by all workers exposed to harmful substances, abrasions, punctures, burns, and any harmful temperature extreme (hot and/or cold) while performing work.

Anti-vibration gloves will be worn by workers using vibration power tools (i.e.: jackhammers).

Skid Plates (also known as "hose placing discs") will be utilized by subcontractors and lower-tier subcontractors for the moving and placement of concrete hoses.

22.3 Storage

All temporary storage of material shall be neat, orderly, and out of walkways, stairways, fire escapes, etc. Materials shall not be haphazardly piled or strewn about in any work area.

AT NO TIME WILL MATERIAL BLOCK ANY MEANS OF EGRESS.

The storage of material shall not create hazards. Bags, bundles, and other containers or materials must be stacked, blocked, interlocked, and limited in height so they do not slide or collapse.

All material should be secured down at all times to avoid being airborne in the event of high winds and shall be stored off the ground on pallets, 3 x 4 or 4 x 4 timbers. 2 x 4 timbers are prohibited unless lying flat.

Material subject to water damage must be protected from the weather or other sources of water by removal, covered with tarps, etc.

Sundt Layton management shall designate areas for storage for each subcontractor's materials. The subcontractor is responsible for notifying Sundt Layton five days prior to a material shipment arriving at the project site to ensure proper planning for storage. The subcontractor is solely responsible for any materials brought on to the site.

All equipment utilized in the movement and storage of materials shall be in good condition and shall meet the manufacturer's specifications, and all applicable federal, state, and local standards and codes. All personnel utilizing such equipment shall be properly trained as to the operation of such equipment. The subcontractor and/or lower-tier subcontractor is solely responsible for such training and re-training if required.

The hoisting of material in 55-gallon drums with torched out handle holes for rigging straps or cables is prohibited. If 55-gallon drums are to be utilized for moving material onto the building, they must be secured in a drum cradle.

23.0 Oxy-Acetylene Burning and Welding

23.1 Scope and Application

The task of cutting metal with an acetylene flame shall be assigned only to experienced workers. Goggles meeting a minimum requirement of 7, 8, or 9 tinted shade shall be worn at all times while cutting. Proper gloves shall be worn. Outer clothing shall be free from oil or grease and of fire-resistant material. Sleeves and pockets shall be kept buttoned. High top shoes and fire-resistant leggings or high boots shall be worn.

Where welding or cutting is required a "HOT WORK PERMIT" shall be required. This permit shall be issued by Sundt Layton's Project Representative.

Subcontractors shall provide some means of catching sparks and slag when cutting or welding.

Portable, hand-operated 20# ABC fire extinguishers shall be within 25' of the work area.

The subcontractor shall provide a fire watch throughout the operation and complete a final check 30 minutes after the operation is completed.

Workers below all welding and cutting operations shall be protected by the following means: ground monitor, warning signs, or taping off the area with "Caution" tape (yellow) or "Danger" tape (red).

Welding screens shall be provided to protect workers/visitors in the immediate area.

Acetylene shall never be used at a pressure of more than 15 pounds per square inch, as it is likely to explode above this pressure.
All torches used shall be of the type with built in anti-reverse flow valves/flashback suppressors. Flashback arresters are required at cylinder gauges as additional means for protection.

23.2 Handling Storage of Cylinders of Oxygen

Compressed oxygen plus oil is explosive. No oil or grease of any kind may come in contact with valve, regulator or any other portion of the cylinder or apparatus.
Cylinders of oxygen except those in actual use or required for the day's supply, shall be stored in a place designated by Sundt Layton Management, where they will not be tampered with by unauthorized persons. Oxygen cylinders shall be stored in a vertical position with caps in place.
Cylinders of oxygen shall never be stored in the same room used for the storage of calcium carbide, cylinders of dissolved acetylene or other fuel gases, or with acetylene generators. The stored oxygen cylinders shall be at least 20 feet from acetylene cylinders or separated by at least a one-half hour, 5-foot high fire barrier.
Open flames of any description shall not be employed in any building used for the storage of oxygen cylinders.
If cylinders are stored on the ground or open platforms, such locations shall not be adjacent to points where there is a large amount of combustible material.

23.3 Acetylene

- When acetylene cylinders are not in use, outlet valves shall be kept tightly closed and valve caps replaced, even though cylinders may be considered empty.
- Cylinders shall be stored in a safe, dry, well-ventilated place where they will not be unduly exposed to the heat of the stoves, radiators, furnaces or the direct rays of the sun, designated by Sundt Layton- Sundt Layton management.
- Cylinders of dissolved acetylene shall always be stored standing upright with valve end up and capped.
- Under no circumstances shall an attempt be made to transfer acetylene from one cylinder to another or to compress acetylene into a cylinder.
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23.4 General

- When transporting, moving and storing compressed gas cylinders valve protection caps shall be in place and secured.
- When oxygen and acetylene cylinders are hoisted, they shall be secured on a cradle, sling board or pallet. They shall not be hoisted or transported by means of magnets or choker slings. They shall not be used as a weight for crane cables.
- Cylinders shall be secured in an upright position at all times. Oxygen and acetylene cylinders not in use shall be separated by 20-feet, or a ½-hour fire rated wall at least 5' high, or on an approved cart with fire wall. Gauges shall be removed at the end of each work shift and properly stored.
- Cylinders shall be handled carefully, never shall be dropped, and shall be placed so they will not fall or be struck by other objects.
- Partially used cylinders shall be closed at the valves.

- When exhausted, cylinders shall be returned as rapidly as practicable to the storage building and from there to the manufacturer. Empty cylinders shall be marked "Empty" and stored apart from full cylinders to prevent confusion. Valves shall be closed and valve protection caps replaced.
- Fuel and oxygen hoses, including couplings, shall be inspected frequently to insure they are not frayed or otherwise damaged.
- All gas cylinders such as propane, oxygen and acetylene shall be stored and tied in a vertical position in areas designated by Sundt Layton management. All stored cylinders shall be capped. Oxygen will not be stored within 20 feet of any other gas.
- All oxygen and acetylene in use shall be on proper carts with required separations (5' fire rated) and with a fire extinguisher readily available.
- During welding or cutting operations, a fire extinguisher will be required and shall be the responsibility of the subcontractor performing the work. Hot work permit is required as outlined in this program.
- Storage of compressed gas hoses shall only be in a ventilated gang-box.

24.0 Powder Actuated Tools

24.1 Scope and Application

In general, there are two basic types of Powder Actuated Tools; high velocity and low velocity. To reduce the possibility of injuries and fatalities, only Powder Actuated Tools using low ***"Velocity Fasteners"*** shall be used on this project.

Note: In lieu of utilizing powder actuated tools, subcontractors should consider the use of CO2 cartridges and fuel cells as an alternative means of fastening material.

Subcontractors and lower-tier subcontractor's superintendents and foremen will enforce Federal OSHA compliance in conjunction with the procedures outlined below.

24.2 Procedures

The use of Powder Actuated Fastening Tools shall be governed by the following rules:

- Tools shall meet requirements of the latest edition of ANSI A10.3.
- Lead free cartridges should be utilized when available.
- Only workers qualified by instructions of the manufacturer's qualified representative and/or licensed by the state or local authorities shall be assigned to use a Powder Actuated Fastening Tool. All qualified workers shall carry proof of training by way of a training identification card at all times.
- Tools will be properly stored when not in use.
- Only cartridges and fasteners supplied by the manufacturer of the tool shall be used.
- Powder Actuated Fastening Tools shall be handled with the same care as firearms.
- Horseplay by any worker (i.e. pointing an armed or unarmed tool at anything other than the work, target practice, making safety devices inoperative, or other unsafe acts, etc.) will be grounds for immediate and permanent removal from the job site.
- All safety devices incorporated in the tool by the manufacturer shall be used at all times.
- A sign, minimum 8" x 10" with 1" letters, stating "Powder Actuated Tool in Use" or equivalent shall be posted in the area of use. (ANSI A10.3)

- All spent and unspent cartridges shall properly be disposed of per manufacturer recommendations. Throwing cartridges on the floor is prohibited.

25.0 Personal protective Equipment

25.1 Scope and Application

Subcontractors and lower-tier subcontractor's workers are potentially exposed to flying particles, falling objects, chemical splashes, sharp objects, dust, vapors, and other hazards requiring personal protective equipment (PPE). Therefore, all subcontractors and lower-tier subcontractors are responsible for issuing, training, and enforcement of workers in the proper use and wearing of PPE. Only PPE approved by the American National Standard Institute (ANSI) or National Institute of Occupational Safety & Health (NIOSH) will be utilized.

Subcontractors and lower-tier subcontractors will also be responsible for providing and enforcing the wearing of appropriate PPE for their visitors (i.e.: visitors, vendors, material suppliers, etc.).

Inappropriate material (profanity, obscene pictures, drawings, etc.) is prohibited on hardhats, shirts etc. and will be defined by the Project Safety Manager and/or Sundt Layton Management representative.

All PPE and clothing (free of tears and holes) must be clean and maintained in good condition. Any worn out, damaged, or defective PPE or clothing must be properly disposed of.

Training of workers should include: What PPE to use, when to use PPE, how to wear PPE, limitations of PPE, and proper care of PPE. Workers should also demonstrate an understanding of the training conducted by the subcontractor.

25.2 Head Protection

Hard hats, complying with the requirements of ANSI Z89.1, will be worn by all workers and visitors on the job site. To maximize impact resistant's, the inside web suspension must be intact and adjusted to correct head size with proper crown clearance. Workers are encouraged to wear hardhats with the brim forward. No "soft top" welding shall be permitted. Chin straps will be worn as warranted. Long hair must be confined to prevent entanglement.

25.3 Eye Protection

Safety glasses with side shields, complying with the requirements of ANSI Z87.1, will be worn by all workers and visitors at all times on the job site. Standard street prescription glasses with safety lenses do **not** constitute ANSI Z87.1 safety glasses.

Face shields will be worn in conjunction with ANSI Z87.1 safety glasses for protection from flying particles produced from overhead drilling, grinding, breaking, chipping, and usage of power saws (i.e.: masonry saws, power cut off saws, power chop saws, chain saws, etc.) and from chemical splashes when working with acid and caustic liquids.

Shaded face shields (welding hoods) shall be worn for welding. Shaded goggles (burning goggles) shall be worn for gas burning and cutting. Note: Safety glasses approved by the Project Safety Manager or goggles must be worn under welding hoods to protect workers while chipping and/or grinding slag.

25.4 *Respiratory Protection*

Workers exposed to dust, metal fumes, fibers, vapors, gases, etc. will be provided with proper respiratory protection (NIOSH approved) designed to protect the worker against the particular substance encountered. The subcontractor is solely responsible for providing proper respirators, proper training, and proper testing of the worker(s) per Federal OSHA Standards. When employee respiratory protection is required (not including dust masks) a respiratory protection program must be submitted. Refer to section 40.0 Respiratory Protection for additional details.

25.5 *Hand Protection 100%*

To protect workers from jobsite exposures, gloves are to be worn by workers to protect their hands against particular hazards such as electrical shock, harmful substances (chemicals, dust, concrete, etc.), lacerations, abrasions, punctures, burns, harmful temperature extremes (hot & cold), vibration, etc..

The wearing of gloves is mandatory, subcontractors must provide their workers with the appropriate type of gloves for the hazards identified and encountered.

Operations where gloves may compromise quality or safety may be performed without gloves; however the Task Hazard Analysis must reflect this along with a defined start and stop point for working without gloves. Violations of this provision will result in disciplinary action.

25.6 *Foot Protection*

All workers will wear sturdy work boots (over ankle) in good condition with durable sidewalls, and hard rubber soles with tread. Soft leather, canvas shoes, sneakers, open toe/heel shoes, sandals, high heels, etc. are not permitted. Worn out and damaged boots are prohibited. Visitors shall wear appropriate boots, or be kept out of the construction area.

Workers will wear foot guards (steel toe and/or metacarpal guards) when working with soil tampers. During stripping operations, workers will wear boots with steel insoles to protect against nail punctures.

25.7 *Body Protection*

All workers will wear shirts and jeans to protect themselves against weather elements and work site hazards. No sleeveless or cutoff shirts, shirts with excessive arm pit openings, tank tops, mesh shirts, short, cargo pants, or sweat pants will be permitted. Sleeves shall extend a minimum of 3” to 4’’ from the top of the shoulder.

Workers performing work on their knees will be required to wear knee pads or utilize “kneeling creeper’s” to protect their knees from the hard surfaces of the floor.

Special clothing (i.e.: Tyvek suit, rubber boots, cooling bands, cooling vest, etc.) maybe required for working in hot, cold, wet work places, places with biological exposures, working with chemicals such as alkalis, etc.. Subcontractors and lower-tier subcontractors are responsible for providing workers with proper clothing and training when working under these conditions.

25.8 *Special Protective Equipment*

Workers working in hazardous operations will be provided and wear any specialized personal protection equipment (nail less soled boots, non-sparking tools, personal badges, detectors, pumps, etc.) designed for that particular operation.

25.9 *Reflective/High-Visibility Vests*

Reflective/high-visibility vests (Class II, orange, yellow, lime green) will be worn by all workers working on site for the duration of the project. Dirty and faded out vests are prohibited.

26.0 *Impalement Protection*

26.1 *Scope and Application*

During construction subcontractors may erect forms or perform other duties over exposed vertical or upturned reinforcing bars, bolts, or other protrusions (i.e., conduits/pipes). Serious injuries and deaths have resulted from falls on these protrusions. Also, floor slab reinforcing that extends beyond a section of slab in place can be a tripping hazard.

All vertical or upturned protruding reinforcing steel, electrical conduit, water pipes, etc., which constitute an impalement hazard, shall be protected to eliminate the hazard of impalement.

Several approved methods to protect against this hazard are:

- Empty steel drums placed over the dowels until the column reinforcing is placed. The drums are then moved forward as the work progresses.
- Shallow boxes made from scrap lumber used in the same manner as No. 1 above.
- Plank covers for rows of bond bars.
- "Barguard": (produced by the American All Safe Company, Inc., Buffalo, New York) placed over each bar. (Check local or state regulations)
- Note: Mushroom caps do not constitute impalement prevention.
- 4" x 4" x 4" wood blocks drilled to bar size and used as No. 4 above.
- Continuous 2"x4" wood rail secured to avoid displacement.

Wire mesh or reinforcing bars extending beyond a section of slab in place shall be bent down and secured to eliminate a tripping hazard. Otherwise, Subcontractors shall be prohibited from walking over the area.

27.0 *Safety Signs, Posters, and Banners*

27.1 *Scope and Application*

Danger, Caution, No Trespassing, Construction Personnel Only, and other safety signs, posters, and banners, are designed to protect the general public, contractor, and subcontractor workers from potential exposures, accidents, and incidences.

Proper safety signs, posters, and banners will be properly displayed and maintained in good condition by the contractor and subcontractor wherever hazardous conditions exist. A sufficient supply of safety signs, posters, and banners should also be kept on hand for placement, replacement, and to warn of new job site exposures and hazards.

Additional signage requirements by subcontractors and lower-tier subcontractors are found in the Federal Occupational Safety & Health Act, Construction Standards. Such signage requirements include, but are not limited to: Lasers, Powdered Actuated Tools, Overhead Hazards, etc.

Note: Banners, signs, posters, stickers, etc. with political messages, obscene wording, pictures, drawings, or anything deemed offensive to the owner, owner's workers, other subcontractor's workers, jobsite visitors, and/or the general public, are prohibited from being posted or displayed on the jobsite.

Color Guideline for Signs:

Danger:	Red/Black/White - Immediate Danger Exist – **Authorized Entry Only**
Caution:	Yellow/Black –Warn/Caution against potential hazards/unsafe practices **– Authorized Entry Only**
General Safety:	Green/White/Black – General safe practice requirements
Fire & Emergency:	Red/White – Exits, Fire extinguishers, etc.
General Information:	Blue/White – Provides general information

28.0 Scaffolding

28.1 Scope and Application

The utilization of scaffolding by various trades can be considered very dangerous and represents a high risk of exposure to workers erecting/dismantling, working off of scaffolding, working below scaffolding, etc. Due to this exposure, extreme caution must be taken by all trades utilizing the various forms of scaffolding that is available on the market place.

28.2 Procedures

The following rules are required during the erection, dismantling and use of scaffolds by all Subcontractors:

- A Preplanning Meeting will be conducted prior to the erection and dismantling of all scaffolding on the project. Attendees will consist of the subcontractor foremen and competent person, and designated Sundt Layton representatives. A **Scaffolding Permit** must be completed, reviewed and signed by all in attendance and employees associated with the task. This **Scaffolding Permit** must be available for Sundt Layton review at any time.
- All scaffolds are to be erected and dismantled under the supervision of a Competent Person.
- A Permit Tag must be attached to all sets of scaffolding confirming the scaffolding has been erected under the supervision of a Competent Person. The Permit Tag must be signed and dated by the Competent Person authorizing work on the scaffolding. Tags affixed to scaffolds must be one of the following:
    - Red – Scaffold not suitable for use or it is being erected/dismantled
    - Green – Scaffold has been inspected and is ready for use
    - Yellow – Scaffold can be used but employees must exert extra caution due to other hazards present (i.e. fall exposures, tripping hazards, low head clearance, etc.). **Hazards must be identified on the tag.**
- All rolling scaffolds shall have the wheels locked while the scaffold is in use.
- Tubular welded rolling scaffolds require a horizontal/diagonal brace.
- All rolling scaffolds shall be fully planked while in use and guardrails with toe boards in place when the scaffold reaches a height of **4-feet**.
- Baker style scaffolds shall have proper guard rails with toe boards when next to shaft openings and/or windows at all times regardless of the scaffold platform height from the floor.
- Properly secured ladder access shall be provided for all scaffolds. Maximum ladder climb is limited to 20'. Access beyond 20' must be provided by stairway towers, staggered ladder arrangements, or other acceptable methods which reduce workers fall exposures.

- Cross bracing does not take the place of a guardrail. Top and mid rails must be installed.
- End rails shall be part of the guardrail system on all scaffolds.
- Scaffolds shall be secured to the structure when the scaffold height is three times the minimum base dimension and every 20 feet thereafter.
- Independent lifelines for each worker on a swing scaffold are required. They shall be secured to a firm anchorage point separate from the scaffold anchorage.
- Scaffolds higher than three times its least base dimension shall be tied off (both compression and tension) to a structure or use outriggers. Tying off scaffolds to masonry ties is prohibited.
- Scaffolds shall be constructed on a firm, stable base. If scaffolds shall be constructed on soft ground, proper mudsills shall be used.
- Never erect a scaffold without a base using screw jacks and sole plate. Never put an open pipe end directly on concrete, a wood support, asphalt paving or soil, as it may shift during use.
- Fall protection shall be provided at all heights above **6-foot** regardless of the type of scaffold. Note: Handrails will be installed on all Baker scaffolding when greater than 4' in height.
- Workers performing overhand brick laying operations from a scaffold without guardrails on the "work" side of the scaffold are required to have and use personal fall protection until the level of masonry reaches 39" in height (above the work platform).
- Workers removing guardrails are responsible to change the scaffold tag to yellow until the replacement of the guardrails at which time the tag should be changed back to green.
- Where possible fall protection should be provided for erecting and disassembling scaffolding. Subcontractor must prove in writing infeasibility to Sundt Layton Project Representative.
- Subcontractors will paint out with high visibility paint all door/window braces so they are distinguished from the scaffolding/outrigger planks
- Scaffolding will be inspected prior to use on each shift and documented by the subcontractor's designated Competent Person. Inspection logs will be secured to the scaffolding to ensure daily inspection are being conducted.
- All planking shall be 2" (nominal) selected for scaffold plank use as recognized by grading rules approved by American Lumber Standards for the species of wood used. The maximum permissible spans for 2" x 10" (nominal) or 2" x 9" (rough) planks are as follows:

WORKING LOAD 1bs. /SF	PERMISSIBLE SPAN feet
25	10
50	8
75	7

The maximum permissible span for 1-1/4" x 9" or wider plank of full thickness is 4' with medium loading of 50 lbs. per sq. ft.

Platform planks shall be laid with no openings more than 1" between adjacent planks or scaffold members.

All planks or platforms in a continuous run shall be overlapped (minimum 12") or secured from movement.

Wood scaffold planks, unless cleated or otherwise restrained at both ends, shall extend over their end supports not less than 6" or more than 12".

The use of commercially available aluminum and wood walk boards with positive locking devices are recommended.

29.0 Spray on Fireproofing

29.1 Scope and Application

Spray-on Fireproofing Operations can create a number of safety, health, and environmental hazards if not carefully managed.

Blowing wind may further aggravate the hazards from over spray and fall-out of spray-on fireproofing.

The following shall be required to keep potential hazards to a minimum:

- Subcontractors who spray and mix fireproofing material shall wear NIOSH approved respirators for toxic and nuisance dusts.
- Other trades shall be kept out of the areas being sprayed by erecting tape barricades and posting warning signs.
- Floors shall be cleaned of spray fall-out as it accumulates and placed in bags or in closed containers by the Contractor.
- When fireproofing is completed in an area or on a floor, the material shall be completely removed from the floor before the over spray protection is removed.
- All fireproofing material that has collected on or in the over spray protection shall be completely removed as the protection is removed. No material shall be allowed to fall outside of the building or left on the floor.
- Dust created by dumping dried bagged material into the mixer shall be controlled.
- Empty bags shall be neatly stacked and tied. No dried material shall be allowed to contaminate the area.
- All holes, recessions, etc. where floors are covered with plastic, tarps, etc. must be covered in accordance to the floor and roof opening cover requirements outlined in this manual.

To contain over spray, exteriors shall be enclosed. To avoid disturbing fireproofing on exterior columns and spandrel beams, considerable care shall be taken when removing protection. It is recommended that plastic tarpaulins be used, as the spray fireproofing will not stick to this material.

Special care shall be taken to minimize over spray from the cementitious spray-on fireproofing on floors and platforms to avoid causing exceedingly slippery conditions. The subcontractor is solely responsible to keep the spray on fireproofing work area cleaned up on a continuous daily basis.

30.0 Traffic Control, Parking, Workers Transportation

30.1 Scope and Application

When operations are such that signs, signals, and barricades do <u>not</u> provide necessary protection to workers or the general public on or adjacent to a highway, street, pedestrians crosswalks, sidewalk, parking lot, etc., a flag person(s), or other appropriate traffic controls will be provided by the subcontractor.

Every effort will be made by subcontractors and lower-tier subcontractors to perform work on site, load/unload material/equipment on site, etc. If job site conditions dictate off site work, loading, and

unloading, the subcontractor is responsible for all traffic control and must provide qualified workers trained in traffic control.

30.2 Traffic Control

All signaling directions by the flag person(s) shall conform to the latest revision of the Manual on Uniform Traffic Control Devices (MUTCD) and the American National Institute D6.1-1971. Hand signaling by flag person(s) will use red flags at least 18 inches square, sign paddles, stop signs, etc. If warranted, walkie-talkies or other forms of communication will be utilized.
Flag person(s) for traffic control will wear class II high visibility reflective vest while flagging, this is especially important if traffic control is performed in the early morning, late evening, during the night, on overcast or rainy days, etc..

30.3 Subcontractor Parking

Subcontractor and lower-tier workers will only park in authorized designated areas. Parking on the jobsite may be prohibited and unauthorized vehicles may be subject to towing at the vehicle owners expense.
Furthermore, any damage to any vehicle(s) parked on the jobsite will be the sole responsibility of the worker(s) and/or the subcontractor. Sundt Layton does not accept any liability for any vehicles on the project.

30.4 Workers Transportation

Sundt Layton is not responsible for the transportation of workers to and from the project. Subcontractor and lower-tier subcontractors providing transportation for workers must comply with all federal and state laws.
A worker riding in the back of pickup trucks, utility trucks, etc. on or off the project is prohibited. Sundt Layton does not accept any liability for the unauthorized transportation of workers.

31.0 Utilities

31.1 Scope and Application

Prior to any type of excavating, trenching, or any kind of digging on the project, the subcontractor will notify Sundt Layton and contact the State agency for identifying and marking all underground utility locations. An Excavation and Trenching permit is required before any excavation or trenching activity takes place on this project. NO WORK will be permitted by the subcontractor until ALL underground utility (including newly installed by Sundt Layton or its subcontractors) locations have been clearly identified and marked.

- Utility marking shall not be allowed to deteriorate to the point that the utility location is uncertain and shall be re-marked or utility location potholed to determine exact location.
- Utility marking disturbed, destroyed or otherwise rendered unreliable shall be re-marked or utility location potholed to determine exact location.

Subcontractors working around underground utilities are **required** to address the location and specific procedures for conducting operations at the **Daily Safety Pre-task Planning Meeting**.
When work approaches the location of marked underground installations, the exact location of the installations shall be determined by hand digging within three feet of the anticipated location of the utility.
While the excavation is open, underground installations shall be protected, supported, or removed as necessary to safeguard workers and the general public.

Any damage to any utility is to be reported immediately to Sundt Layton.

32.0 First Aid/CPR

32.1 Scope and Application

All subcontractors and lower-tier subcontractors shall have at least one certified person in First Aid and CPR full time on site. Subcontractors and lower-tier subcontractors are also responsible for updated training of certified persons to ensure current certification is maintained throughout the duration of the project while their working on site.

Subcontractors and lower-tier subcontractors will maintain on site an OSHA compliance first aid kit in accordance to OSHA 29 1926.50 and 1926.50 Appendix A Standards. Subcontractors and lower-tier subcontractors are also responsible for ensuring the first aid kit is properly stocked and maintained, and inspected weekly with documentation per OSHA requirements.

The first aid kit should also contain an infection control kit which is Blood borne Pathogen compliant with OSHA 29 CFR 1910.1030 standard. In conjunction with this kit, persons should be trained and certified in Blood borne Pathogens in accordance to the reference standard.

Only certified and trained first aid personnel shall administer first aid at the job site. All first aid treatments are to be documented on a "Jobsite First-Aid Log" maintained by the subcontractors or lower-tier subcontractor rendering first aid treatment. See attachments.

33.0 Blood borne Pathogens

33.1 Scope and Application

Blood borne Pathogens are disease-causing organisms transmitted through contact with infected blood and other bodily fluids. Diseases such as the Human Immunodeficiency Virus (HIV) and Hepatitis B are among the most common forms of blood borne pathogens. Any exposure to an infected individual's body fluids may result in transmission of blood borne pathogens, which could lead to disease or death.

33.2 Requirements

When dealing with blood or other bodily fluids, Contractor workers are required to follow Universal Precautions. According to the concept of Universal Precautions, all human blood and other human body fluids are treated as if known to be infectious for HIV, Hepatitis B, and other blood borne pathogens.

All Subcontractors are required to make available to their workers rubber gloves rated at 5 microns or less and resuscitation masks.

All Subcontractors certified first aid providers are required to wear disposable latex gloves and eye protection while performing first aid on an injured individual. If rescue breathing or CPR is performed, a resuscitation mask shall be provided by the Contractor for the protection of the injured and the provider.

All blood spills shall be immediately contained and cleaned with an anti-viral solution, or by a solution of bleach and water by the subcontractor. **(Unless local authorities prohibit such action)**

Any material saturated with blood shall be considered Regulated Waste. This means liquid or semi-liquid blood or other potentially infectious materials; contaminated items that would release blood or other potentially infectious materials in a liquid or semi-liquid state if compressed; and items that are caked with dried blood or other potentially infectious materials. Discarded Band-Aids and gauze containing small amounts of blood products are not considered regulated waste. Disposal of

all regulated waste shall be the responsibility of emergency medical personnel or the subcontractor of the injured worker.

33.3 Training

At least one of each subcontractor's onsite personnel shall be trained in First Aid and CPR, and they shall also be trained in the decontamination of blood spills. Subcontractors are solely responsible for this training.

34.0 Carbon Monoxide

34.1 Scope and Application

Carbon monoxide is formed by the incomplete combustion of carbonaceous materials such as coke, oil, kerosene, gasoline, diesel, propane, natural gas, etc. It is flammable, highly toxic, non-irritating, tasteless, odorless, and has a density similar to air. When inhaled it combines with the hemoglobin's in blood, excluding oxygen from the tissues, ultimately resulting in a variety of symptoms leading up to possible asphyxia. Common symptoms of carbon monoxide poisoning are shortness of breath, headache, dizziness, muscular weakness, and nausea. Symptoms of high level exposures are mental confusion, vomiting, loss of muscular coordination, loss of consciousness, and possible death.

Temporary heaters and motorized equipment (i.e., pumps, welders, generators, bobcats, etc.) being used **where people are working in confined, enclosed buildings, and/or depressed areas** produce the greatest carbon monoxide poisoning exposures and are prohibited on this project.

34.2 Contractor Testing Requirements

Use of any device such as temporary heaters, motorized equipment, etc. permitted on the project that discharge any products of combustion into an inside work area where an employee exposure is possible, requires the approval by Sundt Layton and testing as defined below:

- Monitor the work area to determine the concentration of carbon monoxide at least three times during each 8-hour period. Monitoring shall be conducted with a UL approved monitoring device using a LEL/O_2 /H_2S/CO_2 Four Gas Monitor.
- Monitor and test different points in the area at working/breathing heights of employees.
- Maintain a record of these tests noting the date, time, and result of each test. Provide the monitoring results to all affected employees within the work area if requested. Once the project is completed, the records will be archived as medical records along with all safety records with a copy provided to Sundt Layton safety or other designated Sundt Layton Representative.
- Remove the workers from the area when the concentration of carbon monoxide reaches 20 PPM (.005%). Supplemental ventilation and reduction/elimination of the source shall be provided to reduce the concentration below 20 PPM before the workers are allowed to resume work in the area.
- Increase monitoring frequency to greater than 3 times per day when the concentration of carbon monoxide reaches a steady concentration of greater than 20 PPM in ambient air.

Use of Solid Fuel Salamanders - Contractor use of solid fuel salamanders is prohibited within buildings and on scaffolds.

35.0 Confined Spaces

35.1 Scope and Application

According to the National Institute of Occupational Safety and Health (NIOSH) the definition of a confined space is one that by design has limited openings for entry and exit, and unfavorable natural ventilation that could contain or produce dangerous air contaminants. On this project we may create many temporary confined spaces.

35.2 Hazardous Confined Spaces - Four Main Categories

Lack of Oxygen

Normal air is 21% oxygen by volume. Should the percentage drop to near 17%, drowsiness and impaired ability to think clearly occur. Anything below 12% causes unconsciousness.

Oxygen Enriched Atmosphere

Oxygen enriched atmosphere is defined as one containing more than 23.5% oxygen. This atmosphere poses a threat of explosion, especially if flammable materials are present.

Carbon Monoxide

Generated during the combustion of hydrocarbons this deadly gas impedes the red blood cells from delivering oxygen within the body. Monitoring and engineering controls are required to provide a work environment safe from this gas.

Combustible or Explosive

Any contaminant in a confined space creates the possibility of fire or explosion. Heat, static electricity, etc. can cause ignition. Many gases are heavier than air and collect in the bottom of pits, trenches, sewers, and rooms. Not only gases are a problem, dusts too can be explosive. Many operations, particularly cutting and welding, create hazards in confined spaces since the use of any combustible or explosive chemical in a confined space allows the buildup of dust and vapor.

Toxic Atmosphere

We are all aware of the dangers of toxic substances in storage tanks; the less obvious are the toxic situations you might find in construction. Toxic chemicals can be brought into confined spaces. Welding, cutting, painting, etc. can raise the level of chemicals in a confined space to hazardous levels. We shall recognize that confined space hazards exist in construction and are not a problem confined to storage tanks, silos, etc.

35.3 Types of Confined Spaces

There are two (2) types of confined space:

- Non-Permit Confined Space
- Permit-Required Confined Space

Non-Permit Required Confined Space

A NPRCS is defined as any space that:

- Has a limited or restricted means for access and egress.
- Is large enough and configured in such a way that a worker can bodily enter and perform work.
- Is not designed for continuous occupancy.
- Does not pose a health or safety risk as described in permit-required confined space

Examples include but are not limited to non-energized HVAC equipment, certain trenches and excavations. These shall be evaluated by the "competent person" in charge of the work who is *fully familiar* with the standards relating to confined space.

Permit Required Confined Space

A PRCS is defined as any space that:

- Contains or has the potential to contain a hazardous atmosphere.
- Contains a material that has the potential for engulfing an entrant.
- Has an internal configuration that could trap or asphyxiate an entrant.
- Contains any other recognized serious safety or health hazard.

Examples of this type of space include but are not limited to: caissons, tanks, vessels, and underground piping and tunneling.

35.4 Requirements

Subcontractors are responsible for the following:

- Identify the Confined Space. Request Confined Space Permit.
- Coordinate for shut off, lock out and tag out all energy sources and mechanical hazards.
- Verify ventilation or engineering controls of the confined space.
- Obtain test results of the atmosphere from the subcontractor.
- Verify rescue and fall protection requirements are being utilized
- Coordinate with the Sundt Layton project staff all requirements for the confined space operation.
- Inform the Sundt Layton Representative of the "competent person" designated for the work.
- Submit their Confined Space Program to the Sundt Layton Representative for review. **No work may proceed until a review is obtained.**
- Atmosphere testing at start of work and after a distinctive break (i.e. lunch break).
- Coordinate for local rescue teams services and confirm they are trained in confined space entry/rescue.
- Have on site the fall protection, perimeter protection, signage and personal protective equipment necessary for working in a confined space.
- Mechanical and alternate means to evacuate personnel from the confined space.

35.5 Training

The subcontractor or his designee, prior to performing any duties relating to permit-required confined space, shall train entrants, attendants, rescuers and entry supervisors.

35.6 Recordkeeping

Copies of all subcontractor atmosphere testing, entry logs, training, and any medical records shall be given to Sundt Layton for record retention.

36.0 Hazard Communication

36.1 Scope and Application

The OSHA Hazard Communication Standard requires that all employers with workers exposed to hazardous chemicals at their worksite establish a hazard communication program. The regulation is more commonly known as "HazCom" or the "Right to Know Law". This program shall transmit information to the workers about the hazardous chemicals they are, or may be, exposed to at the

site. This is accomplished by labels on containers, Material Safety Data Sheets (MSDS), hazardous chemical jobsite survey, and training programs.

36.2 Material Safety Data Sheets (MSDS's)

Subcontractors and lower-tier subcontractors are responsible for obtaining and maintaining on-site a file of all MSDS's available from distributors, manufacturers, and vendors. While all MSDS's may not be uniform in appearance, they shall convey the same message:

- Identity of the product
- Known acute and chronic health effects
- Exposure Limits Threshold Limit Values (TLV's)
- If the product is a suspected carcinogen
- Personal protective equipment to be used
- Emergency and First-Aid Procedure
- Identification of the party responsible for the MSDS
- Target organ affected

Subcontractors and lower-tier subcontractors shall ensure that an MSDS is obtained with each shipment of any material on the hazard substance survey list. Should one not be obtained at that time, they shall follow-up in writing to the parties involved to obtain one within 72 hours of the notification.

Current MSDS's on file are acceptable. However, they must be within a **3-year** time period.

36.3 Container Labeling

Subcontractors and lower-tier subcontractors shall verify that all containers received for use are:

- Clearly labeled as to content
- Appropriate warnings are noted
- Names and addresses of the manufacturers are listed

A written description of the labeling system used by each subcontractor is required to be submitted, along with alternatives to the original label used. All secondary containers used with small quantities of a given material shall also be properly labeled.

Labels may be in writing, pictures, numerical system, or any combination of the above. The message shall be understood as to the nature of the hazard, personal protective equipment needed, parts of the body affected, and emergency procedures to take.

36.4 Secondary containers

All secondary containers must be marked with the contents.

36.5 Worker Training and Education

Subcontractors and lower-tier subcontractors are responsible for the training of their own workers in regards to the Hazard Communication policy and program.

Training of all workers can include, but not limited to:

- In-house seminar
- Guest speakers
- Use of visual aides
- On-site updates of new products and materials and other related hazards

Instruction shall include, but not limited to:

- How to read and understand the information provided on the MSDS's and labels supplied by the subcontractors and suppliers
- An overview of the requirements contained in the Hazard Communication Standard
- Discussion of chemicals included in welding or burning, cement, cleaning solvents, gluing processes, wood dust processes, and other such common items

After attending the training session, the subcontractor will verify that they have been properly trained with regards to the Hazard Communication Standard and that they understood the project's policy regarding this standard.

Hazardous Non-Routine Tasks

Periodically, workers are required to perform hazardous non-routine tasks. Prior to starting work on such projects, each affected worker will be given information by the subcontractor about hazardous chemicals to which they may be exposed during such activity. The information shall include, but not limited to:

- Specific chemical or process hazards
- Protective/safety measures that the worker will take to prevent exposure
- Measures the project has taken to lessen the hazard including ventilation, respirators, presence of other workers, and emergency procedures

An example of non-routine tasks is confined space entry, i.e. checking the bottom of caissons, entering manholes, etc.

36.6 Contractor Hazard Communication

All subcontractors and lower-tier subcontractors are solely responsible to abide by the Hazard Communication Standard in regards to the training of their own workers, their MSDS Recordkeeping, their notification procedures, and any other aspects of the requirement.

All subcontractors and lower-tier subcontractors are to supply the Sundt Layton Representative with a written copy of their Hazard Communication Program along with MSDS's of any chemical materials brought on to the jobsite.

36.7 Exchange of MSDS's

The exchange of MSDS's on this project shall take place initially when subcontractor comes onto the site, at site safety meetings, or at any other time designated by the Sundt Layton Project Safety Manager or Project Superintendent.

All subcontractors and lower-tier subcontractors are to abide by this exchange and are to immediately inform Sundt Layton's Project Safety Manager and/or Project Superintendent of any new chemical substances brought onto the jobsite.

36.8 Updating Inventory Listings

The updating of chemical inventory lists shall be completed as new MSDS's are received. Updated lists shall be exchanged at site safety meeting, as new MSDS's arrive, etc. A master list shall be maintained by the at the Sundt Layton project office.

All subcontractors and lower-tier subcontractors are to abide by this updating exchange and are to immediately inform Sundt Layton's Project Safety Manager and/or Project Superintendent of any new chemical substances brought onto the jobsite.

37.0 Respiratory Protection Chemical Coatings, Confined Space

37.1 Scope and Application

To protect subcontractor workers from harmful airborne substances (i.e.: dust, fog, fumes, mists, gases, smoke, sprays, vapors, fibers, etc.) subcontractors and/or lower-tier subcontractors will implement necessary safety and health controls to eliminate/reduce airborne substances. This can be accomplished through engineering controls such as ventilation, substitution with a less harmful substance, through administrative controls limiting the duration of exposure, etc. When these methods are not adequate, if the exposures are brief and intermittent, or simply to minimize worker exposure to airborne substances, subcontractors are to provide respirators to allow their workers to breathe safety in potentially hazardous environments.

We recognize that respirators have limitations and their successful use is dependent on an effective respiratory protection program. Therefore, this project Respiratory Protection Program is designed to be a supplemental guide for subcontractors and lower-tier subcontractors to: identify, evaluate, and control exposure to respiratory hazards; select/coordinate all aspects required for proper use, care and maintenance of the equipment, etc. In all instances the subcontractor or lower-tier subcontractor is to abide by their own company Respiratory Protection Program.

37.2 Responsibility

The subcontractor management is responsible for complying with OSHA Respirator Standards in conjunction with effective implementation and enforcement of their company's Respiratory Protection Program and this project's Respiratory Protection Program while performing work on this project.

All workers are responsible for complying with their company's Respiratory Protection Program and this project's Respiratory Protection Program.

37.3 Voluntary Respirator Use

Subcontractors and lower-tier subcontractors permitting "Voluntary Respirator Use" of Filtering Face respirators (i.e.: dust mask) by workers must comply with the following:

1) Provide the worker with a copy of OSHA 1910.134 Appendix D
2) Ensure the use of the filtering face respirator does not create a health hazard (i.e.: Dermatitis)

All other respirators would mandate full Respirator Protection Program compliance.

37.4 Workplace Exposure Assessment & Ongoing Surveillance Chemical Coatings

Subcontractors and lower-tier subcontractors shall first complete an exposure assessment to identify harmful airborne contaminants, their extent and magnitude, and how to control them.

Results of these evaluations will be summarized and a record maintained in the subcontractors jobsite project files. Additional evaluations are necessary if exposures change due to new materials, process changes or other conditions increasing the degree of worker exposure or stress, and these evaluations will be added to the file.

Subcontractors and lower-tier subcontractors may not perform any work with chemicals or material that may cause a respirator hazard or nuisance odor for Sundt Layton workers, subcontractors/lower-tier subcontractor's workers, or the general public without scheduling the

work with Sundt Layton. Examples of such activities include applying hazardous paints, epoxies, sealants, cutting/grinding concrete and/or concrete blocks, etc.

37.5 Respirator Selection

In instances where engineering and administrative means do not achieve the desired control, or in the case of an emergency, respirators shall be worn by the worker(s) involved in the operation. Different types of respirators are available for a variety of applications and subcontractors and/or lower-tier subcontractors shall ensure that the proper NIOSH/MSHA approved respirator is selected and used for the kind of work being performed (or anticipated) and hazards involved. The subcontractor and/or lower-tier-subcontractor are solely responsible for the proper selection of respirators for their workers.

37.6 Evaluating Respirator Wearer's Health Status

Even with appropriate equipment and adequate training provided, a worker's health status shall be considered before allowing respirator use. The wearer's physical and medical condition, duration and difficulty of the tasks, toxicity of the contaminant, potential reduction in the wearer's field of vision, and type of respirator all will affect a worker's ability to wear a respirator while working. Therefore an evaluation of the worker's physical ability to wear a respirator must be completed.

Each respirator candidate will be given a medical evaluation by the subcontractor's and/or lower-tier subcontractor's medical personnel. A Medical Evaluation and Work Restriction report as well as a Respiratory Protection Notification form allowing use of a respirator is to be obtained for each worker and kept on file at the subcontractor's office.

37.7 Respirator Fit Testing & Assignment

After the subcontractor and/or lower-tier subcontractor selects the appropriate type of respirator and certify their worker's ability to work while wearing a respirator, they shall conduct a qualitative fit test to choose the best fitting face piece and determine the specific brand, model and size for each worker.

Qualitative fit testing and assignment will be performed by the subcontractors and/or lower-tier subcontractors a designee qualified to perform the testing and at a minimum comply with the procedures of the OSHA guidelines. A Qualitative Fit Test Record form indicating successful completion of the test will be obtained from the firm providing the fit testing and filed at the subcontractors and/or lower-tier subcontractor's jobsite field office.

37.8 Training

Once the subcontractors and/or lower-tier subcontractors worker is fitted with the correct respirator for the task, the subcontractor and/or lower-tier subcontractor is to ensure the individual is thoroughly trained in the need, use, limitations, inspection, fit checks, maintenance and storage of the equipment.

Detailed instructions for use and care of the respirator are provided by the manufacturer and local regulations, with the equipment, and this information is to be used in the training.

37.9 Recordkeeping

The subcontractor and/or lower-tier subcontractor will document each major component of their program to:

- Verify that each activity has occurred
- Evaluate the success of the program

- Satisfy regulatory requirements

These records include the written program, exposure determination, respirator selection, physical status evaluation, fit testing and respirator assignment, training form, program assessment and voluntary use of respiratory protection.

These records will remain as a permanent part of the subcontractors and/or lower-tier subcontractor's project record system.

Silica Dust Concrete & Masonry Operations

37.10 Scope and Application

Silica is the main component found in sand, quartz, and granite rock which are key components in concrete, mortar, bricks, HCB's, slate, dimensional stone (granite, sandstone), stone aggregate, tile, sand for sand blasting, etc. Excessive amounts of silica dust may be generated during activities such as: sandblasting, rock drilling, roof bolting, foundry work, stonecutting, drilling, quarrying, brick/block/concrete cutting/grinding, gunite operations, lead-based paint encapsulate applications, asphalt paving, cement products manufacturing, demolition operations, hammering, chipping, and sweeping concrete or masonry dust.

37.11 Requirements

The following requirements are designed to protect all workers who may come in contact with potential silica dust during the course of their work.

In order to determine whether a product contains silica, the Material Safety Data Sheet shall be obtained and evaluated by the contractor and/or subcontractor. In the event silica is present in the product(s), the following safe working procedures shall be followed to eliminate or control silica dust exposure:

- Subcontractor and/or lower-tier subcontractor shall initiate engineering controls as the primary means to eliminate or control the hazard whenever feasible.
- After working with products that contain silica, each worker will be required to thoroughly wash their hands before eating, drinking or smoking. Eating, drinking or smoking in/near silica regulated areas is strictly prohibited.
  - Hand washing facilities consisting of clean water, non-alkaline soap, and clean towels must be provided. Hand sanitizers and wipes are unacceptable
  - Hand washing facilities are in near proximity to the worksite and adequate for the number of exposed employee and the size of the job.
- Wet down dry materials and surfaces before cutting, chipping, grinding, sanding, sweeping, or cleaning when feasible in order to minimize airborne concentrations of silica dust.
  - Sweeping: If wetting down is prohibited, then dry compound or vacuuming should be utilized
- All Stationary Block-Cutting operations and Handheld Masonry Saws operations shall be performed by the wet cut method. If wet cutting cannot be implemented, then a Vacuum Dust Collection System (VDCS) will be utilized for collecting and minimizing airborne concentrations of silica dust.
  - In conjunction with the VDCS, workers will be required to wear a properly fitted, NIOSH approved half face piece or disposable respirator equipped with an N-, R-, or P-95 filter.

- Power tools with built-in high efficient particulate air dust extraction to capture the dust before it is released into the air will be used when feasible.
- For abrasive blasting, silica sand will be substituted with safer materials. The National Institute for Occupational Safety and Health highly discourages the use of sand or any abrasive with more that 1% crystalline silica in it. Garnet, slag, and steel grit and shot may be suitable substitutes.

37.12 Respiratory Protection

Dust masks or particulate respirators are the most common PPE respiratory protective measure. However, as a minimum, a NIOSH approved half face piece respirator is highly recommended to protect workers from possible silica dust exposures. Note: The type of respirator required will depend upon the silica concentration levels and shall be determined by the subcontractor and/or lower-tier subcontractor.

37.13 Training

All workers working with silica containing products shall be properly trained when exposed to potential silica dust, in silica dust controls, and the hazards of silica dust by the subcontractor and/or lower-tier subcontractor. Training shall consist of the following training programs:

1) The subcontractor/lower-tier subcontractor "Company Safety Orientation"
2) Hazard Communication Program
3) Respiratory Protection Program

All workers performing tasks involving sanding, chipping, grinding, scraping, cutting, crushing or drilling are required to be trained in the proper use of such tools, in addition to the proper methods of reducing or eliminating silica dust.

If PPE is required and/or utilized by workers, compliance to OSHA is mandated in conjunction with the subcontractor and/or lower-tier subcontractor Respirator Protection Program, and Sundt Layton's Respiratory Protection Program. All subcontractors and/or lower-tier subcontractors are solely responsible for all training and all cost associated with the training.

37.14 Recordkeeping

The following recordkeeping requirements are mandatory:

- All training of workers in reference to silica dust will be documented with the signatures of all workers who attended the training. A copy of the documentation will be submitted to Sundt Layton for their project records.
  Subcontractor and/or lower-tier subcontractor training needs are to be updated on an annual basis or as warranted.
- All Air Test Samples and Results conducted by the subcontractor and/or lower-tier subcontractor or other representatives will be documented to confirm that controls in place are adequate in eliminating/controlling workers exposure to silica dust. A copy of all documentation will be submitted to Sundt Layton for their project records.
- Documentation on filter types, periods of use and replacement schedules.
- All Air Test Samples and Results will be maintained by the subcontractor and/or lower-tier subcontractor as part of the worker(s) medical records.

Historical Data confirming that the controls implemented by the subcontractor and/or lower-tier subcontractor will be submitted to Sundt Layton upon request.

38.0 Attachments

38.1 *Attachments*

For a copy of the safety forms request a copy directly from Sundt Layton 916-830-8000.

END OF SECTION

0010 CODE OF SAFE PRACTICES

- No one under the influence or with possession of, drugs or intoxicating liquor, is allowed on the job.
- No unruly behavior of any kind is allowed.
- No weapons allowed on the jobsite.
- No children / animals allowed on the jobsite.
- No Music Devices. Cell Phones / Radios used for jobsite communication purposes only.
- No one is required or permitted to work that is ill or fatigued.
- Follow no smoking rules.
- Anyone improperly using portable restrooms or writing graffiti will be removed from the job.
- Report any unsafe and / or unsanitary conditions to the Superintendent. If possible, correct the condition first, and then report. Do not work in the area until the hazard has been corrected.
- Report all defective equipment to the Superintendent.
- Report all accidents / near misses to the Superintendent.
- No loose / frayed clothing, sweatpants, shorts, soft or badly worn shoes shall be worn. Shirts must have sleeves.
- Hard hats should be worn at all times.
- 100% Eye protection worn on jobsites, as well as abide by all OSHA and/or manufacturer requirements regarding all PPE.
- Seat belts worn when provided in equipment.
- High-visibility clothing shall be worn working around mobile equipment / public traffic / excavations.
- Federal Projects Follow Corps of Engineers-EM-385-1-1, unless otherwise approved.
- Arizona Projects-Follow OSHA Subpart M Fall Protection Regulations.
- California Projects- Follow Cal / OSHA Fall Protection Regulations=Section 8.
- Replace guardrails, safety barricades, and “Danger” or “Caution” Tape.
- Install, secure, label and maintain covers on all floor and roof openings.
- Full-Body Harness and Lanyard used in boom lifts, midrail chains secured in scissors lifts.
- Secure / maintain proper bearing for ladders
- Inspect scaffolding before use.
- Do not tamper with electrical wiring, equipment, or machinery.
- Maintain GFCI / assured grounding program
- Remove damage cords from work areas.
- Proper lockout / tagout procedures shall be established and followed when required.
- Confined space work areas should be identified, the air tested, and employee training conducted.
- Comply with all regulations regarding hazardous materials.
- Clean up all liquid spills immediately.
- Do not throw materials, tools or other objects from buildings or structures.
- Keep the work areas clean at all times.
- Follow jobsite speed limits.
- Know where emergency exits are located.
- Know where fire extinguishers are located.
- Know the location of first aid kits.
- Do not descend into an unshored or improperly sloped / benched trench five feet or more in depth.

I certify that I understand and agree by this Code of Safe Practices. I acknowledge that my safety, my employee's safety, and Contractor employee's safety is my responsibility.

Task Hazard Analysis (THA's) shall be completed as required by the Project Superintendent.

Signed: _____/_____Date _____
Contractor Employee (Print and Sign) **Contractor Company** (Print)

The Project Superintendent has the authority to enforce this Policy and take action as deemed necessary.

END OF SECTION

0011 INSURANCE REQUIREMENTS

INSURANCE

25.1 Contractor-Provided Z-25 Plus Insurance Coverage.

Contractor has purchased and will maintain during the course of construction, Workers' Compensation and Employers' Liability, commercial general and excess liability insurance for Contractor and all enrolled tiers of subcontractors performing work or installing equipment or materials at the Project Site identified in this Subcontract. The Commercial General and Excess Liability coverage will extend for the applicable Statute of Repose for the state in which the Subcontract Work is being performed, not to exceed ten years following substantial completion of the Project. Limits of Liability will be not less than the following:

25.1.1 Workers' Compensation and Employers Liability

.1 Workers' Compensation Statutory Benefits
.2 Employers Liability $1,000,000

25.1.2 Commercial General and Excess Liability Insurance Limits.

.1 $54,000,000 - General Aggregate - each project.
.2 $54,000,000 - Products-completed operations aggregate - each project.
.3 $52,000,000 - Personal/advertising injury liability.
.4 $52,000,000 - Each occurrence (Bodily Injury & Property Damage).

25.1.3 Disclaimer. Z-25 Plus insurance does not provide Subcontractor and its lower-tier subcontractors with a complete insurance program. Contractor and its insurance brokers will only provide the insurance coverage shown in this Section 25. Subcontractor and its lower-tier subcontractors are responsible for
determining whether their own insurance programs fit their specific needs. Subcontractor and its lower-tier subcontractors are responsible to arrange for and purchase any insurance coverage they determine is necessary for their protection, whether or not such coverage is specified in this Section 25.

25.1.4 Insurers.

.1 Workers Compensation American Zurich Insurance ("Zurich")
.2 General Liability Zurich American Insurance
.3 Excess Liability Zurich American Insurance [$25M xs Primary]
.4 Excess Liability Zurich American Insurance [$25M xs $25M]

25.1.5 Coverage Form. CG-00-01 2007 Edition or its replacement.

25.1.6 Coverage Exclusions (see Z-25 Plus policies for actual terms, conditions, definitions, and exclusions) include, but are not limited to:

.1 Fungus Exclusion;
.2 Asbestos Exclusion;
.3 Limited Exclusion - Contractors Professional Liability;
.4 Employment Related Practices Exclusion;
.5 Prior Claims or Continuous or Progressively Deteriorating Injury or Damage - *Montrose*; and
.6 Total Pollution Exclusion with a Hostile Fire Exception.

25.1.7 Limits. A combination of Commercial General and Excess Liability policies provide the limits shown.

25.1.8 Completed Operations. Completed Operations coverage is only provided for the applicable Statute of Repose in the state in which the Subcontract Work is being performed not to exceed 10 years for extended completed operations coverage after Project Substantial Completion.

25.1.9 Named Insureds. Contractor (comprised of the following entities: Sundt Layton a JV, Layton Construction, The Sundt Companies, Inc. and Sundt Construction, Inc.) and enrolled subcontractors of every tier are Named Insureds. Vendors, truckers, haulers, suppliers or those providing environmental remediation or consulting services, and other entities not performing work or installing materials at the Project Site **ARE NOT COVERED** by Z-25 Plus insurance.

25.1.10 Additional Insureds. To the fullest extent permitted by law, the Owner, its directors, officers, employees, and others as required by written contract are Additional Insureds for all Z-25 Plus coverage.

25.1.11 Insurer Waiver of Subrogation. Zurich waives its rights of recovery against the Named and Additional
Insureds with respect to Z-25 Plus coverage.

25.1.12 Subcontractor Waiver. To the fullest extent permitted by law, Subcontractor waives its rights of recovery against Contractor (Sundt Layton a JV, Layton Construction, The Sundt Companies, Inc. and Sundt Construction, Inc.), and their parents, subsidiaries and affiliates, the Owner, and the directors, officers agents and employees of all the foregoing, others as required by written contract and any other contractor or subcontractor performing Work or rendering services on behalf of Contractor in connection with the construction of the Project. Subcontractor shall include this same waiver requirement in its contracts with its lower-tier subcontractors.

25.1.13 Primary and Non-contributory. Z-25 Plus is primary insurance in all cases. Any similar insurance coverage maintained by the Named and Additional Insureds is excess and non-contributing.

25.1.14 Designated Project Site. The term “Project Site” means:

.1 That property as described in the Contract Documents where “Operations” regarding the Insured are being performed;

.2 "Operations" means the performance of work and the installation of materials, but does not include transit to, from or between covered sites, or off-site parking areas.

.3 The areas adjacent to the above described property; and

.4 Locations where incidental operations are performed, excluding permanent locations of any Insured other than the Owner of the Project Site.

25.1.15 Shared Limits. The limits of liability apply collectively to Contractor (Sundt Layton a JV, Layton Construction, The Sundt Companies, Inc. and Sundt Construction, Inc.), enrolled Subcontractors at all tiers, and the Additional Insureds.

25.1.16 Joint Defense. Contractor (Sundt Layton a JV, Layton Construction, The Sundt Companies, Inc. and Sundt Construction, Inc.) and Subcontractor agree that absent an actual conflict of interest between two insureds, insurer has the right to retain defense counsel, including any firms deemed necessary by defense counsel, to represent all Named Insureds in a joint defense. An actual conflict only exists when there is a claim by a Named Insured against another Named Insured. In the event of a conflict, the coverage provided by Z-25 Plus applies as though a separate policy has been issued to each Named Insured, except as respects the limits of liability.

25.1.17 Loss Sharing. All Subcontractors involved in a loss arising from their negligence, as reasonably determined by Contractor, will share equally in the first $10,000 of the loss.

25.1.18 Sole Agent. Contractor is authorized to act on behalf of all Named Insureds as respects any changes to the provisions of the Z-25 Plus policies and is responsible for payment of Z-25 Plus premiums. Contractor is entitled to all discounts, return premiums, and all other premium adjustments.

25.1.19 Cancellation. Z-25 Plus insurance is non-cancelable except for failure to comply with insurer's safety recommendations, for non- or late reporting of claims, and for withholding of evidence in the claims. Subcontractor agrees to comply with all safety recommendations of the Z-25 Plus insurer. Subcontractor and its lower-tier subcontractors shall report any incidents that might result in a claim against the Z-25 Plus insurance per the claim reporting instructions contained in the Z-25 Plus Procedure Manual and shall cooperate in the defense and investigation of claims. Failure to comply with these requirements shall be deemed a condition of Subcontractor default, with all remedies contained in the Prime Contract, this Subcontract, or that may be available to Contractor at law or in equity in event of such default.

25.1.20 Credit for Subcontractor Insurance.

.1 General Liability - Contractor will deduct a credit as specified by Contractor from the Subcontract Price and from any change orders increasing the Subcontract Price. Change orders resulting in a reduction of the Subcontract Price will have the credit added. Subcontractor warrants that all insurance charges for the coverages provided by Z-25 Plus insurance have been removed from its cost of work and agrees that any duplication in coverage will not be reimbursed. This warranty is a material term of this Subcontract. Subcontractor agrees that Contractor has the right to audit Subcontractor's relevant financial records to verify Subcontractor's compliance with this warranty.

.**2 Workers' Compensation –** The Program Administrator, Gallagher Construction Services, will calculate the workers' compensation insurance credit for each contractor of any tier after completion of the required enrollment form and review of the required enrollment documents. The credit will be deducted from your payment applications on a monthly basis. The credit will be based on estimated payroll provided at the time of enrollment. Each contractor will provide actual monthly payroll reports. The estimated credit will be verified against final payroll which may result in additional credits taken. A final calculation will be made before final contract close-out. Failure to comply with enrollment requirements or provide payroll reports will result in a 3% charge against each pay application until compliance.

25.1.21 Other Procedure Manuals. The following Manuals and Procedures are incorporated into and made part of this Subcontract. In the event of a conflict between this Subcontract and these documents, the interpretation most favorable to Contractor will control.

.1 The Z-25 Plus Project Insurance Manual
.2 The Z-25 Plus Project Safety & Health Program
.3 Sundt Layton Safety Program
.4 Sundt Layton Quality Plan and Mold Plan

25.1.22 Enrollment. Subcontractor is responsible for the timely, accurate completion and submission of the enrollment form contained in the Z-25 Plus Procedure Manual for itself and its lower-tier subcontractors. Coverage is effective on the date the enrollment reports are received by Gallagher **and** a Certificate of Insurance is issued to Contractor.

25.1.23 Policies. Copies of Z-25 Plus insurance policies will be provided upon execution of this Subcontract and submission of a written request by Subcontractor. The terms, conditions, definitions, and exclusions contained in the insurance policies supersede any description of coverage contained in this Subcontract and the Z-25 Plus Procedure Manual.

25.1.24 Contract obligations. The coverages provided by Z-25 Plus insurance does not restrict, limit, or waive any obligations or responsibilities that Subcontractor has under this Subcontract or under the Prime Contract.

25.2 Property Insurance

25.2.1 Upon written request, Contractor will provide Subcontractor with a copy of Contractor's Builder's Risk policy of insurance in force for the Project. Contractor will promptly advise Subcontractor if Contractor's Builder's Risk policy of insurance is not in force.

25.2.2 If the Owner or Contractor has not purchased property insurance reasonably satisfactory to Subcontractor, Subcontractor, at its sole expense, may procure such insurance as it believes will protect its interests and those of its sub-subcontractors, and their sub-subcontractors in the Subcontract Work.

25.2.3 If not covered under the Builder's Risk policy of insurance or any other property or equipment insurance required by the subcontract documents, Subcontractor shall procure and maintain, at Subcontractor's sole expense, property, and equipment insurance for the Subcontract Work including portions of the Subcontract Work stored off-site or in transit when these portions of the Subcontract Work are to be included in an Application for Payment.

25.2.4 Subcontractor shall pay all costs not covered because of Builders Risk deductibles for losses which arise out of the negligence or willful misconduct of Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Subcontractor's responsibility for deductibles shall not extend to costs incurred as a result of earthquake, flood or named storm losses as defined in the Builders Risk policy.

25.2.5 Contractor and Subcontractor waive all rights against each other, the Owner, the Architect/Engineer, and all of their respective employees and Contractor's Subcontractors, sub-subcontractors, and employees of each of them, for damages caused by perils covered and to the extent damages are paid to Contractor by insurance provided in this subsection 25.2, except the rights as they may have to the insurance proceeds. Subcontractor shall require similar waivers from its sub-subcontractors. This waiver of subrogation does not extend to the Architect/Engineer, any person employed by them, or to others for whose acts they are legally liable for loss, damage, or claim arising from any error, omission, deficiency, or act in the performance of professional services by the Parties.

25.2.6 If the policies of insurance referred to in this subsection 25.2 require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of the policies shall cause them to be endorsed.

25.3 Subcontractor-Provided Insurance.

Z-25 Plus insurance does not cover the following items, therefore, Subcontractor is responsible for providing the following insurance:

25.3.1 Off-Site Commercial General Liability Insurance Limits.

Z-25 Plus insurance does not cover any work occurring away from the Project

Site; therefore, the following minimum amount of coverage is required for off-site work performed by Subcontractor and any of its lower-tier subcontractors:

.1 $2,000,000 - General aggregate

.2 $2,000,000 - Products-completed operations aggregate

.3 $1,000,000 - Personal injury liability

.4 $1,000,000 - Each occurrence

25.3.2 Business Automobile Liability Insurance.

.1 $1,000,000 - Each occurrence

25.3.3 Off-Site Workers' Compensation and Employer's Liability Insurance Limits. (Including U.S. Longshore and Harbor Workers' Act/Jones Act where applicable)

.1 $1,000,000 - Each Accident (Bodily Injury by Accident)

.2 $1,000,000 - Disease - Policy Limit (Bodily Injury by Disease)

.3 $1,000,000 - Disease - Each Employee (Bodily Injury by Disease)

25.4 General Provisions:

25.4.1 Carrier. Subcontractor insurance companies **MUST BE RATED A-VII OR BETTER** by A.M. Best **AND**
authorized to do business in the State of Operations, that is, in the state where performance of
Subcontract Work and the installation of materials occur.

25.4.2 Occurrence Form. All policies shall be an **occurrence basis** form. "Modified occurrence" and "claims made" policies are **NOT** acceptable.

25.4.3 Multiple Projects. An Insurance Certificate may cover multiple jobs if it states "All States of Operations**"**
and conforms to all other applicable requirements specified in subsections 25.3 and 25.4.

25.4.4 Contractual Liability. To the fullest extent permitted by law, off-site General Liability insurance must include contractual liability for the indemnity/hold harmless agreements assumed in this Subcontract and the Prime Contract for all of Subcontractor's off-site activities.

25.4.5 Waivers of Subrogation. To the fullest extent permitted by law, Subcontractor's Worker's Compensation, Off-site General Liability, Auto Liability, Auto Physical Damage, Contractors Equipment, and any Builders Risk/Installation Floater policies

must permit waivers of subrogation in favor of Contractor (Sundt Layton, Layton Construction, The Sundt Companies, Inc. and Sundt Construction, Inc.), its joint venture members if Contractor is a joint venture, and their parents, subsidiaries and affiliates, the Owner, and the directors, officers, agents and employees of all the foregoing, others as required by written contract and any other contractor or subcontractor performing Work or rendering services on behalf of Contractor in connection with the construction of the Project. Subcontractor shall include this same waiver requirement in its contracts with its lower-tier subcontractors.

25.4.6 Auto liability. Auto liability coverage must cover owned, hired, and non-owned vehicles as well as the vicarious liability of the Additional Insureds.

25.4.7 Subcontractor's Insurance. If Subcontractor's insurance is considered inadequate, Contractor may charge
Subcontractor any additional premium required for Contractor to obtain adequate coverage.

25.5 All Certificates of Insurance Must Provide:

25.5.1 Certificate of Insurance. Prior to commencement of the Subcontract Work, Subcontractor shall furnish Contractor (Sundt Layton, Layton Construction, The Sundt Companies, Inc. and Sundt Construction, Inc.) with certificates of insurance evidencing the required coverage.

25.5.2 Additional Insured for Off-Site Commercial General Liability. To the fullest extent permitted by law, Contractor (Sundt Layton, Layton Construction, The Sundt Companies, Inc. and Sundt Construction, Inc.), the Project Owner, their directors, officers, agents, employees, and others as required by written contract shall be named as Additional Insureds with respect to bodily injury, property damage or personal and advertising injury to the extent caused by the negligent acts or omissions of Subcontractor, or those acting on Subcontractor's behalf, in the performance of Subcontractor's work for Contractor off the Project site.

25.5.3 Primary Insurance. To the fullest extent permitted by law, Subcontractor's off-site general liability policy will be primary.

25.5.4 General Liability Off-Site Waiver of Subrogation. To the fullest extent permitted by law, coverage shall include a waiver of subrogation endorsement in favor of the Additional Insureds as defined in subsection 25.5.2.

25.5.5 Workers Compensation Waiver of Subrogation. To the fullest extent permitted by law, coverage must include a waiver of subrogation endorsement in favor of the Contractor (Sundt Layton, Layton Construction, The Sundt Companies, Inc. and Sundt Construction, Inc.), their parents, subsidiaries an affiliates, the Owner, and the directors, officers, agents and employees of all the foregoing, others as required by written contract and any other contractor or subcontractor performing Work or rendering services on behalf of Contractor in connection with the construction of the Project. Subcontractor shall include this same waiver requirement in its contracts with its lower-tier subcontractors. A

waiver of subrogation endorsement, in full compliance with this requirement, shall be attached to the certificate of insurance.

25.5.6 Incorrect Certificate. The acceptance of an incorrect certificate of insurance by Contractor **does not waive Subcontractor's obligations** to comply with the insurance requirements specified in this Subcontract.

25.5.7 Minimum Policy Limits. The policy limits shown are the minimum acceptable limits of coverage and do not restrict, limit or waive any obligations or responsibilities Subcontractor has under this Subcontract or the Prime Contract. If Subcontractor maintains or obtains limits in excess of these requirements, those limits shall apply for the benefit of the Additional Insureds and Indemnified Parties.

END OF SECTION

DOCUMENT 0012 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

B. Related Requirements:

1. Section 01 21 00 "Allowances" for procedural requirements governing the handling and processing of allowances.
2. Section 01 26 00 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
3. Section 01 32 00 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.
4. Section 01 81 13.13 "Sustainable Design Requirements - LEED for New Construction and Major Renovations" for administrative requirements governing submittal of cost breakdown information required for LEED documentation.

1.3 DEFINITIONS

A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

A. Format and Coordination: Coordinate preparation of the schedule of values with preparation of Construction Manager's construction schedule. No special form is required for schedule of values.

1. Submit the schedule of values to Construction Manager within 30 days of Notice to Proceed or 15 days prior to submission of first pay application whichever comes first.
2. The Schedule of Values is to include the following line items:

a. Include 2.5% of contract value for submittals
b. Include 2.5% of contract value for closeout documents
c. Include 2.5% of contract value for commissioning if applicable to your scope of work.
d. Mobilization may not exceed 2.5% of your contract value. If your mobilization costs exceed the 2.5% of the contract value Contractor may request permission to increase this line item. Costs must be substantiated with back up documentation.
e. Include 1% of contract value for demobilization
f. General Conditions if included may be billed at no more than the percentage of work installed. For example if 3% of the overall plumbing work is installed excluding

submittals, closeout documents, and mobilization then the general conditions may not be billed in an exceed 3% for that pay period.

g. Include separate line item for "Allowances" as noted in Section 01 21 00 "Allowances" as it relates to the Contractor's scope of work. Do not include unit prices in Schedule of Values.

h. Break down scope of work by labor and materials per each floor and each building. For example "Rough-in Plumbing labor 1st Floor Central Plant" or "Finish Plumbing material 1st Floor Central Plant."

i. Round amounts to nearest whole dollar; total shall equal the Contract Sum.

3. Upon approval of schedule of values by the Construction Manager the Schedule of Values may be entered into Textura by the Construction Manager and/or Contractor.

1.5 APPLICATIONS FOR PAYMENT

A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and Construction Manager.

B. Payment Application Times: Applications for payment are to be entered into Textura payment system no later than the 20th of each month and projected through the end of month. The draw will be closed by close of business on the 20th of each month. Any Contractor's that have not submitted their billing by the 20th will be kicked out of the billing and will not be able to participate in the billing for that pay period.

C. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. Contractor's must accept the contract in Textura.
2. Provide List of subcontractors.
3. Obtain an Approved Schedule of values.
4. Provide Submittal schedule
5. Provide Certificates of Insurance.
6. Provide Performance and payment bonds.

D. To complete the submission process in Textura the billing must be signed electronically and both the conditional and unconditional releases signed in Textura.

a. The unconditional release must be signed at the time of billing and will be held by Textura in a secure account until release of payment by the Construction Manager. Only at the time of release of payment will Textura release the Unconditional release to the Construction Manager.

2. The Construction Manager and Architect will review the pay applications and provide comments or approval of the Contractor's Application for Payment no later than the 28th of each month.

a. The Contractor has 2 business days to resubmit the corrected billing to the Construction Manager for final approval.

E. Waivers of Mechanic's Lien: With each Application for Payment, submit thru Textura all waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.

1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
2. Submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
3. When an application shows completion of an item, submit conditional final waivers.

F. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

G. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. Updated final statement, accounting for final changes to the Contract Sum.
3. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
4. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
5. AIA Document G707, "Consent of Surety to Final Payment."
6. Evidence that claims have been settled.
7. Final liquidated damages settlement statement.

END OF SECTION

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS, the County of San Mateo ("Owner") has entered into a Trade Contract with _____, ("Trade Contractor") for _____ ("Work") in connection with construction of the San Mateo County Replacement Correctional Facility.

WHEREAS, the Work to be performed by the Trade Contractor is more particularly set forth in the Contract Documents for the Project as defined in the Trade Contract, the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Trade Contractor is required under the terms of the Trade Contract to furnish a bond for the faithful performance of the Work in accordance with the Contract Documents as defined in the Trade Contract; and

WHEREAS, under the terms of the Trade Contract, the Owner has the right at its sole discretion to assign the Trade Contract to its Construction Manager.

NOW, THEREFORE, we, _____, the undersigned Trade Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the Owner, or the Construction Manager in the event the Owner assigns the Trade Contract to the Construction Manager, in the sum of _____ DOLLARS, ($_____), the sum being not less than one hundred percent (100%) of the total amount of the Work, to be paid to the Owner or its successors and assigns; for which payment, 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 the Trade Contractor, or its heirs, executors, administrators, successors, or assigns approved by the Owner, will promptly and faithfully perform the covenants, conditions and agreements set forth in the Trade Contract Document and any alteration made in the Work as provided by the Trade Contract Documents, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and will faithfully fulfill all obligations including the express warranty of all materials, equipment, and workmanship; and will indemnify and save harmless the Owner, County of San Mateo, its board of directors, officers and agents, partners, members, and affiliates as stipulated in the Contract Documents, then this obligation will become null and void; otherwise it will be and remain in full force and effect.

No extension of time, change, alteration, modification or addition to the Contract Documents or of the Work will release or exonerate the Surety on this bond or in any way affect the obligation of this bond; and surety waives notice of any extension of time, change, alteration, modification, or addition.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation will hold good for a period of 2 years after the acceptance of the Work by the Owner, during which time if Trade Contractor fails to make full, complete, and satisfactory repair and replacements and totally protect the Owner from loss or damage resulting from or caused by defective materials, equipment, or faulty workmanship. The obligations of Surety hereunder will continue so long as any obligation of Trade

Contractor remains. Nothing herein will limit the Owner's rights or the Trade Contractor's or Surety's obligations under the Contract Documents, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Trade Contractor will be, and is declared by the Owner to be, in default under the Contract Documents, the Surety will remedy the default pursuant to the Contract Documents, or will promptly do one of the following, at the Owner's option:

(1) Undertake through its agents or independent contractors, reasonably acceptable to the Owner, to complete the Project in accordance with all terms and conditions in the Contract Documents, including without limitation, all obligations with respect to payments, warranties, guarantees, and liquidated damages; or

(2) Permit the Owner to complete the Project in any manner consistent with California law and reimburse the Owner for all costs it incurs in completing the Project, and in correcting, repairing or replacing any defects in materials, equipment or workmanship, which do not conform to the Contract Documents.

Surety expressly agrees that the Owner may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Trade Contractor.

Surety will not utilize Trade Contractor in completing the Project or accept a bid from Trade Contractor for completion of the Work if the Owner, when declaring the Trade Contractor in default, notifies Surety of the Owner's objection to Trade Contractor's further participation in the completion of the Project.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the construction work on this Project, 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 the Owner's rights against the others.

No right of action will accrue on this bond to or for the use of any person or corporation other than the Owner's or its successors or assigns.

If a suit is brought upon this bond by the Owner, Surety will pay reasonable attorney's fees and costs incurred by the Owner in such suit.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this _____ day of _____, 201__, the name and corporate seal of each corporate party being hereto affixed and these presents duly executed by its undersigned representative, pursuant to authority of its governing body.

Trade Contractor

By:_____
[name]
By:_____
[name]

SURETY:

By:_____
Attorney-In-Fact

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, $_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

_____

_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____

_____

_____

(Telephone number of Surety and Agent or Representative for service of process in California _____

State of California)
) ss.
County of)

On _____ before me, (here insert name and title of the notary), personally appeared_____
_____
_____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

PAYMENT BOND

BOND NO._____
AMOUNT: $_____

KNOW ALL MEN BY THESE PRESENTS, that _____ hereinafter called the PRINCIPAL, and _____, a corporation duly organized under the laws of the State of _____, having its principal place of business at _____ in the State of _____, and authorized to do business in the State of California, hereinafter called the SURETY, are held and firmly bound unto the County of San Mateo, Owner, hereinafter called the OBLIGEE, in the sum of _____ Dollars ($_____) lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the PRINCIPAL has entered into a Trade Contract with the OBLIGEE for the Work as defined in the Agreement between [TRADE CONTRACTOR] and the County of San Mateo dated [INSERT], 2013 ("Work") in connection with the construction of the San Mateo County Replacement Correctional Facility ("Project") and said PRINCIPAL is required under the terms of the Trade Contract to furnish a bond securing payment of claims to which reference is made in Section 3248 of the Civil Code.

NOW, THEREFORE, if said PRINCIPAL or any of its subcontractors fails to pay any of the persons named in Section 3181 of the Civil Code, or amounts due under the Unemployment Insurance Code with respect to Work or labor performed under the Trade Contract, or any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the Trade Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to Work and labor, the SURETY will pay for the same, in an amount not exceeding the sum specified in this bond, and also will pay, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court.

This bond will inure to the benefit of any of the persons named in Section 3181 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

This bond is given to comply with Sections 3247 and 3248 of the Civil Code. The liability of the PRINCIPAL and SURETY hereunder is governed by the provisions of said Code, all acts amendatory thereof, and all other statutes referred to therein, including Section 3225 of the Civil Code.

The SURETY, for value received, hereby agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents, as defined in the Trade Contract, which is incorporated herein, or to the Work to be performed, or to the Construction Documents incorporated therein will impair or affect its obligations and its bond. The SURETY waives notice of any such change, extension of time, alteration or addition.

IN WITNESS WHEREOF the above-bound parties have executed this instrument this _____day of _____, 201__ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

PRINCIPAL

BY: _____

SURETY

BY: _____

Note: Signature of person executing for SURETY must be notarized and evidence of corporate authority attached.

State of California)
) ss.
County of)

On _____ before me, (here insert name and title of the notary), personally appeared_____
_____
_____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

END OF SECTION

CONSTRUCTION PROVISIONS

TABLE OF CONTENTS

ARTICLE 1: DEFINITIONS

1.1 County
1.2 Contractor
1.3 Architect
1.4 The Work
1.5 The Project
1.6 Surety
1.7 Subcontractors; Sub-Subcontractors
1.8 Material Supplier
1.9 Drawings and Specifications
1.10 Construction Documents
1.11 Contract Documents
1.12 Work of the Contract Documents
1.13 Technical Terms
1.14 Conflict in Contract Documents
1.15 Shop Drawings; Samples; Product Data (“Submittals”)
1.16 County's Inspector
1.17 Contract Document Terms
1.18 Contractor's Superintendent
1.19 Record Drawings
1.20 Construction Manager
1.21 Construction Equipment
1.22 Site
1.23 Architect’s Supplemental Instructions and Bulletins
1.24 Defective or Non-Conforming Work
1.25 Delivery
1.26 Notice to Proceed
1.27 Daily Reports
1.28 Phrases and Terms
1.29 Owner
1.30 Omission
1.31 Error
1.32 Contract
1.33 Allowances
1.34 Construction
1.35 Contract Price; Lump Sum Price
1.36 Bid Package Scope Directives

ARTICLE 2: CONSTRUCTION PROVISIONS

2.1 Approved Construction Documents
2.2 Contractor’s Acceptance of Contract Documents and Site Conditions
2.3 Contractor’s Duties and Status
2.4 County’s Contingency Fund
2.5 Cost Savings

2.6 Notice to Proceed
2.7 CEQA Compliance
2.8 Administration Procedures
2.9 Quality Control
2.10 Review of Request for Change in Price and Time
2.11 Extra Work and Changes
2.12 Time of Completion
2.13 Liquidated Damages
2.14 Rain Days
2.15 Progress Payments
2.16 Acceptance of Completion; Release of Retention
2.17 Payments by Contractor
2.18 Contractor's Supervision
2.19 Insurance
2.20 Project Labor Agreement
2.21 Allowances

ARTICLE 3: COUNTY

3.1 Information Required of County
3.2 County's Rights to Stop the Work
3.3 Partial Occupancy or Use
3.4 The County's Inspector

ARTICLE 4: THE ARCHITECT

4.1 Architect's Administration of the Contract
4.2 Communications; Architect's and Construction Manager's Roles

ARTICLE 5: THE CONTRACTOR

5.1 Contractor Review of Contract Documents
5.2 Site Investigation; Subsurface Conditions
5.3 Supervision and Construction Procedures
5.4 Labor and Materials
5.5 Taxes
5.6 Permits, Fees and Notices; Compliance With Laws
5.7 Submittals
5.8 Materials and Equipment
5.9 Safety
5.10 Maintenance of Documents
5.11 Use of Site
5.12 Clean-Up
5.13 Access to the Work
5.14 Facilities and Information for the County's Inspector
5.15 Patents and Royalties
5.16 Cutting and Patching
5.17 Encountering of Hazardous Materials
5.18 Wage Rates; Employment of Labor
5.19 Assignment of Antitrust Claims

ARTICLE 6: SUBCONTRACTORS
6.1 Subcontracts
6.2 Substitution of Listed Subcontractor

ARTICLE 7: INSURANCE; INDEMNITY; BONDS
7.1 Insurance
7.2 Indemnity
7.3 Payment Bond; Performance Bond

ARTICLE 8: CONTRACT TIME
8.1 Substantial Completion of the Work Within Contract Time
8.2 Progress and Completion of the Work
8.3 Progress Schedule
8.4 Adjustment of Contract Time
8.5 Liquidated Damages

ARTICLE 9: CONTRACT PRICE
9.1 Contract Price
9.2 Cost Breakdown
9.3 Progress Payments
9.4 Final Payment
9.5 Withholding of Payments
9.6 Payments to Subcontractors

ARTICLE 10: CHANGES
10.1 Changes in the Work
10.2 Contractor Submittal Data
10.3 Adjustment to Contract Price and Contract Time on Account of Changes to the Work
10.4 Change Orders
10.5 Contractor Notice of Change
10.6 Disputed Changes
10.7 Emergencies
10.8 Minor Changes in the Work
10.9 Unauthorized Changes

ARTICLE 11: SEPARATE CONTRACTORS
11.1 County's Right to Award Separate Contracts
11.2 County's Coordination of Separate Contractors
11.3 Mutual Responsibility
11.4 Discrepancies or Defects

ARTICLE 12: TESTS AND INSPECTIONS
12.1 Tests; Inspections; Observations
12.2 Delivery of Certificates
12.3 Timeliness of Tests, Inspections and Approvals

ARTICLE 13: UNCOVERING AND CORRECTION OF WORK

13.1 Inspection of the Work
13.2 Uncovering of Work
13.3 Rejection of Work
13.4 Correction of Work
13.5 Removal of Non-Conforming or Defective Work
13.6 Failure of Contractor to Correct Work
13.7 Acceptance of Defective or Non-Conforming Work

ARTICLE 14: WARRANTIES

14.1 Workmanship and Materials
14.2 Warranty Work
14.3 Guarantee
14.4 Survival of Warranties

ARTICLE 15: SUSPENSION OF WORK

15.1 Right to Suspend Work
15.2 Adjustments to Contract Price and Contract Time

ARTICLE 16: TERMINATION

16.1 Termination for Cause
16.2 Termination for Convenience
16.3 Disputes; Continuation of Work
16.4 Dispute Resolution; Arbitration
16.5 Capitalized Terms
16.6 Provisions Required by Law Deemed Inserted
16.7 Days

ARTICLE 17: MISCELLANEOUS

17.1 Governing Law
17.2 Marginal Headings; Interpretations
17.3 Successors and Assigns
17.4 Cumulative Rights and Remedies; No Waiver
17.5 Severability
17.6 No Assignment by Contractor
17.7 Gender and Number
17.8 Independent Contractor Status
17.9 Notices
17.10 Attorney's Fees
17.11 Entire Agreement

ARTICLE 18: CLAIMS SUBMISSION

18.1 Procedure
18.2 California False Claims Act Compliance

ARTICLE 19: RECORDS ACCESS

19.1 County's Right to Audit and Access to Contractor's Records

ARTICLE 1: DEFINITIONS

1.1 County. The "County" refers to San Mateo County and unless otherwise stated, includes the County's authorized representatives, including the County's Board of Trustees and the County's officers, employees, agents and representatives.

1.2 Contractor. The Contractor is the person or entity identified as such in the Agreement; references to "Contractor" include the Contractor's authorized representative.

1.3 Architect. The Architect is HOK; references to the "Architect" include the Architect's authorized representative.

1.4 The Work. The "Work" is the labor and services necessary for construction required to complete the scope of work outlined in the Bid Scope Directives and Agreement between the County and the Contractor, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such work, as well as handling and removal of materials from the Site. Unless otherwise expressly stipulated, the Contractor shall perform all work and provide and pay for all materials, labor, tools, equipment and utilities necessary for the proper execution and completion of the Work pursuant to the Contract Documents and the terms of these Construction Provisions.

1.5 The Project. The Project is the total construction of which the Work performed by the Contractor under the Contract Documents which may be the whole or a part of the Project and which may include construction by the County or by separate contractors.

1.6 Surety. The Surety is the person or entity that executes, as surety, the Contractor's Labor and Material Payment Bond and/or Performance Bond.

1.7 Subcontractors; Sub-Subcontractors. A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work. "Subcontractor" does not include a separate contractor to the County or subcontractors of any separate contractor. A Sub-Subcontractor is a person or entity of any tier, who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site.

1.8 Material Supplier. A Material Supplier is any person or entity who only furnishes materials, equipment or supplies for the Work without fabricating, installing or consuming them in the Work.

1.9 Drawings and Specifications. The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing generally, the design, location and dimensions of the Work and may include without limitation, plans, elevations, sections, details, schedules or diagrams. The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards, criteria and workmanship for the Work and related services. The Drawings and Specifications are intended to delineate and describe the Work and its component parts so as to permit skilled and competent contractors to bid upon the Work and prosecute the same to completion.

1.10 Construction Documents. See “Drawings and Specifications.”

1.11 Contract Documents. The Contract Documents consist of the Agreement between the County and the Contractor, the assignment agreement between the County and the Construction Manager, Instructions to Bidders, these Construction Provisions, Project Manual, Drawings, geo-technical report and project labor agreement, including addenda or bid clarifications thereto issued prior to execution of the Agreement, and any other

documents listed in the Agreement. The Contract Documents shall include changes issued after execution of the Agreement.

1.12 Work of the Contract Documents. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable therefrom as being necessary to produce the intended results. Organization of the Specifications into divisions, sections or articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. Where any portion of the Contract Documents are silent and information appears elsewhere in the Contract Documents, such other portions of the Contract Documents shall control.

1.13 Technical Terms. Unless otherwise stated in the Contract Documents, words or terms which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

1.14 Conflict in Contract Documents. The Contract Documents are complementary and what is required by one shall be as binding as if required by all. Conflicts, inconsistencies or ambiguities in the Contract Documents shall be resolved by the Architect in accordance with Article 3.1.9 of the Construction Provisions. Where conflicts or inconsistencies arise between the Drawings and the Specifications, in resolving such conflicts or inconsistencies, the Architect will be governed generally by the following standards: the Construction Provisions shall control over the Specifications, the Drawings are intended to describe matters relating to placement, quantity and the like, and the Specifications are intended to describe matters relating to quality, materials, compositions, manufacturers and the like. For conflicts in the Drawings, larger scale drawings shall have precedence over smaller scale drawings and figured dimensions shall have precedence over scaled measurements. The drawings are integrated and should be taken as a whole.

1.15 Shop Drawings; Samples; Product Data (“Submittals”). Shop Drawings are diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-Subcontractor, manufacturer, Material Supplier, or distributor to illustrate some portion of the Work. Samples are physical examples of materials, equipment or workmanship forming a part of, or to be incorporated into the Work. Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work. Shop Drawings, Samples and Product Data prepared or furnished by the Contractor or any of its Subcontractors or Material Suppliers are collectively referred to as “Submittals”.

1.16 County's Inspector. The County's Inspector is the individual designated and employed by the County in accordance with the requirements of Title 24 of the California Code of Regulations. The County's Inspector shall be authorized to act on behalf of the County as provided for in the Contract Documents and in Title 24 of the California Code of Regulations, as the same may be amended from time to time. The County authorizes facilities personnel to inspect MEP systems.

1.17 Contract Document Terms. The term "provide" means "provide complete in place" or to "furnish and install" such item. Unless otherwise provided in the Contract Documents, the terms "approved;" "directed;" "satisfactory;" "accepted;" "acceptable;" "proper;" "required;" "necessary" and "equal" shall mean as approved, directed, satisfactory, accepted,

acceptable, proper, required, necessary and equal, in the opinion of the Architect. The term "typical" as used in the Drawings shall require the installation or furnishing of such item(s) of the Work designated as "typical" in all other areas of similar nature unless noted otherwise; Work in such other areas shall conform to that shown as "typical" or as reasonably inferable therefrom.

1.18 Contractor's Superintendent. The Contractor's Superintendent is the individual employed by the Contractor whose principal responsibility shall be the supervision and coordination of the Work; the Contractor's Superintendent shall not perform routine construction labor.

1.19 Record Drawings. The Record Drawings are a set of the Drawings marked by the Contractor during the performance of the Work to indicate completely and accurately the actual as-built condition of the Work. The Record Drawings shall be sufficient for a capable and qualified draftsman to modify the Drawings to reflect and indicate the Work actually in place at Final Completion of the Work.

1.20 Construction Manager. The Construction Manager is Sundt Layton A Joint Venture retained by the County, authorized and empowered to act on behalf of the County as set forth in the Contract Documents.

1.21 Construction Equipment. "Construction Equipment" is equipment utilized for the performance of any portion of the Work, but which is not incorporated into the Work.

1.22 Site. The Site is the physical area designated in the Contract Documents for Contractor’s performance, construction and installation of the Work.

1.23 Architect’s Supplemental Instructions and Bulletins. Supplemental Instructions and Bulletins are written or graphic document consisting of supplementary details, instructions or information issued on behalf of the County which clarifies or supplements the Contract Documents and which becomes a part of the Contract Documents upon issuance. Architect’s Supplemental Instructions (ASI) and Bulletins do not constitute an adjustment of the Contract Time or the Contract Price, unless a Change Order relating to them is authorized and issued under the Contract Documents.

1.24 Defective or Non-Conforming Work. Defective or non-conforming Work is any Work which is unsatisfactory, faulty or deficient by: (a) not conforming to the requirements of the Contract Documents; (b) not conforming to the standards of workmanship of the applicable trade or industry; (c) not being in compliance with the requirements of any inspection, reference, standard, test, or approval required by the Contract Documents; or (d) damage occurring prior to Final Completion of all of the Work.

1.25 Delivery. The term “delivery” used in conjunction with any item or materials to be incorporated into the Work shall mean the unloading and storage in a protected condition pending incorporation into the Work.

1.26 Notice to Proceed. The Notice to Proceed is the written notice issued by or on behalf of the County to the Contractor authorizing the Contractor to proceed with commencement of the Work or portions thereof which establishes the date for commencement of the Contract Time.

1.27 Daily Reports. Daily Reports are written reports prepared by the Contractor and submitted daily to the Construction Manager in the form and content as required by the Contract Documents. A material obligation of the Contractor is the timely preparation and submission of complete and accurate Daily Reports. Notice of delay or potential cost impacts recorded on Daily Reports shall not constitute a written notification of a change condition required by Article 10.

1.28 Phrases and Terms. Certain phrases and terms used in the Contract Documents shall be defined as set forth herein, unless otherwise expressly defined in a different manner elsewhere in the Contract Documents. The terms “as directed” “as permitted” or similar terms or phrases shall mean as directed or permitted by the County, the County’s representatives and/or governmental agencies with jurisdiction over the Work. The terms “sufficient” “necessary” “proper” or similar terms or phrases shall mean sufficient, necessary or proper in the judgment of the County or the County’s representatives in connection with the Work, including without limitation, the Architect, the Construction Manager, the County’s Inspector(s) and the person or entity performing tests/inspections of the Work.

1.29 Owner. See “County”.

1.30 Omission. “Omission” is defined as the lack of a piece of equipment, material or design detail in the Drawings and Specifications the addition of which is necessary for the completion of the Project, which is reasonably inferable from the Contract Documents, and which the Contractor should have discovered using its best skill and judgment; provided, however that the Contractor is not responsible for Omissions that rise to the level of design Error as defined herein.

1.31 Error. “Error” is defined as inappropriate or incompatible equipment, materials or design features, or the lack of a piece of equipment, materials or design element in the Drawings and Specifications, the addition of which is necessary for completion of the Project. The correction of an Error does not add to the value of the Project.

1.32 Contract. All references to “Contract” relate to the performance and scope of work to be included by the Contractor in performance of these Construction Provisions and Contract Documents as defined in Article 1.11.

1.33 Allowances. Refers to funds set aside for additional work anticipated to be needed for completion of the project, but the cost or scope of which cannot be established at the time the bid proposal. Allowances shall be used for those items agreed upon between the County and the Contractor and itemized in the Agreement.

1.34 Construction. References to “Construction” include the work related to demolition of existing improvements as well as new construction or renovation that are a part of the Project.

1.35 Contract Price; Lump Sum Price. The base bid price and / or agreed upon price of the Contract by the County and the Contractor as written in the Agreement.

1.36 Bid Package Scope Directives. The bid package scope directives are specific inclusions or exclusions for each Contractor as directed by the Construction Manager and as outlined in document 0016 of the Instructions to Bidders Manual.

ARTICLE 2: CONSTRUCTION PROVISIONS

2.1 Approved Construction Documents.

2.1.1 Construction Documents for the Project have been submitted to the County of San Mateo’s Building Department for approval and will have been approved by the County Building Department prior to bid date, and will be incorporated as a Contract Document. All construction shall be pursuant to the County approved Construction Documents.

2.2 Contractor’s Acceptance of Contract Documents and Site Conditions.

2.2.1 The Contractor has thoroughly investigated the site conditions and has reviewed the Construction Documents to establish that there are no known problems with respect to the site conditions or the Construction Documents and that Contractor can and will construct

the Project for the Lump Sum Price as set forth and defined in the Agreement and Contractor will not seek any additional compensation whatsoever, including, without limitation, any requests based upon known site conditions.

2.3 Contractor's Duties and Status.

2.3.1 Contractor shall be responsible for completing the Work of the Project pursuant to these Construction Provisions and the Contract Documents. Contractor further agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers and materials and to perform the work appropriately, expeditiously, and economically, consistent with the interests of County.

2.4 County's Contingency Fund.

2.4.1 County's Contingency Fund. The County's Contingency Fund shall be for the County's benefit and exclusive control and use, and shall be separate from the Lump Sum Price. The County's Contingency Fund shall be set at 3% of the Agreement.

2.4.2 Use of Fund. The County's Contingency Fund shall be utilized for the payment of: (1) additional or modified work desired by the County, pursuant to Article 2 of these Construction Provisions; or (2) unforeseen site conditions. Prior to commencing any work which would result in the utilization of the County's Contingency Fund, County and Contractor shall agree in writing upon the cost of such work. In the event that Contractor commences such work without the County and Contractor agreeing upon the cost for such work, or a mutually acceptable method for determining the cost for such work, Contractor shall be limited to the County's good faith determination of the cost of the additional work.

2.4.3 Fund Savings. Any funds remaining in the County's Contingency Fund after completion of the Project shall remain with the County.

2.5 Cost Savings.

2.5.1 Cost Savings. The Contractor shall work cooperatively with the Architect, Subcontractors and the County, in good faith, to identify appropriate opportunities to reduce the Project costs and promote cost savings.

2.5.2 Approval and Use of Cost Savings. Any cost savings from the Lump Sum Price shall be identified by Contractor and, if approved in writing by the County, such cost savings shall be fully credited towards the County's Contingency Fund.

2.5.3 Design Costs. If any cost savings require revisions to the Construction Documents, Contractor shall work with the Architect with respect to revising the Construction Documents. Any reasonable cost incurred by Architect for revisions shall be paid for out of the identified savings.

2.6 Notice to Proceed.

2.6.1 After execution of the Agreement and bonds the County will issue to the Contractor a Notice to Proceed

2.7 CEQA Compliance.

2.7.1 Contractor shall develop, within fifteen (15) days of receipt of the Notice to Proceed, a mutually agreed-upon program with the County to comply with any mitigation measures adopted for the Project pursuant to the California Environmental Quality Act ("CEQA") and to abate and minimize noise, dust, and disruption to normal activities at the Project, including procedures to control on-site noise, dust and pollution during construction.

2.8 Administration Procedures.

2.8.1 The Contractor shall establish and implement procedures for expediting and processing Requests for Information, Submittals, Substitutions, payment requests, and other documents and communications required to administer the Project.

2.9 Quality Control.

2.9.1 The Contractor shall participate in the Construction Manager's quality control program used to monitor the quality of construction. The purpose of the program is to guard the County against defects and deficiencies in the work.

2.10 Review of Requests for Changes in Price or Time.

2.10.1 The Contractor shall thoroughly review the contents of requests for changes submitted by subcontractors, assemble information concerning the requests, and endeavor to determine the cause of the requests. If the Contractor's analysis determines that a request is valid, the Contractor shall forward the assembled information to the Construction Manager for review and approval.

2.11 Extra Work and Changes.

2.11.1 Extra Work and Changes. The County may prescribe additional work or a change of requirements or of methods of performing the Work of the Project which differ from the work or requirements set forth in the Contract Documents; and for such purposes, the County may at any time during the life of the Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified herein or in the Contract Documents, or in the quantity or character of the work or equipment to be furnished.

2.11.2 Agreement on Cost and Time. Changes shall be administered in accordance with Article 10 of these Construction Provisions.

2.11.3 Funding. All Changes approved in writing shall be funded from the County's Contingency Fund or from Allowances. In the event that there are not sufficient funds in the County's Contingency Fund for County-approved Changes, County shall cause the difference to be deposited into the County's Contingency Fund. If sufficient funds are not available for Changes to be charged against Allowances, the Agreement will be increased by Change Order to provide for additional funding.

2.12 Time of Completion.

2.12.1 Once the County has issued a Notice to Proceed, the Contractor shall proceed with the Work of the Project with due diligence. Contractor agrees to complete those portions of the Work defined in the Contract Documents ("Milestones") and all Work of the Project ("Completion Date") on or before the Milestones established in document 0006 of the instructions to bidders, if any. Failure to achieve completion of Milestones or Substantial Completion of the Project will result in the assessment of Liquidated Damages.

2.13 Liquidated Damages.

2.13.1 If the Project, or a portion thereof, is not completed within the time period set forth above, it is understood that the County will suffer Damage. The Contractor shall be subject to Liquidated Damages stated below, Substantial Completion: $35,000 per Calendar Day

2.14 Rain Days.

2.14.1 Rainfall will be considered unusually severe only when the days of rain (more than 1/10" per day) in any month exceed the prescribed number of days of rain per month as listed below. No time extensions due to rain will be allowed until the number of days of rain for a particular month has been exceeded: January – 10 days; February – 9 days; March – 7 days; April – 3 days; May – 1 day; June – no days; July – no days; August – no days; September – 3 days; October – 7 days; November – 9 days; December – 10 days.

2.15 Progress Payments.

2.15.1 Progress Payments. Subject to the provisions set forth in the Agreement, each month while the Contractor, County shall pay to the Contractor a sum equal to ninety-five percent (95%) of value of the construction service work performed up to the last day of the previous month, less aggregate of previous payments (the "Progress Payments")

2.15.2 Reduction of Retention. Notwithstanding the above, after at least fifty percent (50%) of the Work has been completed, the County, in its sole discretion, may increase any remaining Progress Payments to a greater percentage of the value of the Work performed for that applicable pay period.

2.15.3 Lump Sum Price Cap on Progress Payments. In no event shall the cumulative total of the Progress Payments, along with the balance of the Contingency Fund and any anticipated retention ever exceed the Lump Sum Price as defined herein, unless modified.

2.15.4 Payments Withheld. County may withhold from the Progress Payments a sufficient amount or amounts (a maximum of 150%) in accordance with Article 9 of these Construction Provisions. County may apply such withheld amount or amounts to payment of claims or obligations at its discretion.

2.16 Acceptance of Completion; Release of Retention.

2.16.1 The Project shall only be considered complete after County accepts completion of the Project in accordance with Article 8 of these Construction Provisions and records the Notice of Completion for the Project. County shall have no obligation to accept completion of the Project until the entire work has been completed to the satisfaction of the County, except for minor corrective items, as distinguished from incomplete items. Subject to these Construction Provisions, County will release retention within thirty-five (35) days of recordation of the Notice of Completion. The release of the retention hereunder shall constitute the final Payment, as provided for in the Agreement.

2.17 Payments by Contractor.

2.17.1 Contractor shall make all payments to subcontractors and suppliers as expeditiously and timely as possible, in accordance with Article 9 of these Construction Provisions and consistent with any applicable law, so as to prevent any stop notices, liens or claims from being filed against the County or the Site. Contractor shall indemnify, defend and hold County harmless from any claims or actions which allege that any subcontractor or supplier failed to be paid with respect to the Project.

2.18 Contractor's Supervision.

2.18.1 Contractor's Supervision. Contractor shall supervise and direct the construction and completion of the Project using the Contractor's best skill and attention. Contractor shall construct the Project in accordance with the Contract Documents and all requirements which are applicable to contractors with respect to the following: local grading and special local requirements, California Building Code, Title 24, and the Field Act. Contractor shall correct any deficiencies which are the cause of Contractor noted by the County's Inspector,

the City of Redwood City, or other applicable agencies before or during construction, so that the Project upon completion shall be fit for occupancy for any and all purposes.

2.18.2 Contractor's Responsibilities. Contractor shall be responsible to the County for acts and omissions of the Contractor's employees, subcontractors, material and equipment suppliers, and their agents, employees, invitees, and other persons performing or completing portions of the Project under direct or indirect contract with the Contractor of any of its subcontractors.

2.19 Insurance. Refer to document 0011 Insurance Requirements.

2.20 Project Labor Agreement.

2.20.1 PLA Acceptance. The Contractor and all of its Subcontractors and all of its tier-subcontractors shall provide evidence of acceptance of the terms and conditions of the Project Labor Agreement (PLA) between San Mateo County and the Building and Construction Trades Councils.

2.20.2 Acceptance Prior to Work. New and substituted Subcontractors of any tier shall provide such evidence before beginning work at the Project Site.

2.21 Allowances.

2.21.1 Allowances. Allowances authorized by the County and noted in the Bid Package Scope Directives document 0016 of the Instructions to Bidders Manual shall be included in the Lump Sum Price. Allowances shall be for the County's benefit and exclusive control and use. Zero additional calendar days are allowed regardless of the final costs for any of these Allowances.

2.21.2 Use of Allowances. Allowances shall be used for payment for additional work authorized by the County. Prior to commencing any work which would result in the use of Allowances, County and Contractor shall agree in writing upon the cost of such work. In the event that Contractor commences such work without the County and Contractor agreeing upon the cost for such work, or a mutually acceptable method for determining the cost for such work, Contractor shall be limited to the County's good faith determination of the cost of the additional work.

2.21.3 Basis for Cost of Charges Against Allowances. Costs to be charged against Allowances shall be determined as set forth in Article 10 of these Construction Provisions, including markups not to exceed those established in Article 10.

2.21.4 Allowance Savings. Any funds remaining in the Allowances after completion of the Project shall remain with the County.

ARTICLE 3: COUNTY

3.1 Information Required of County.

3.1.1 Surveys; Site Information. Information, if any, concerning physical characteristics of the Site, including without limitation, surveys, soils reports, and utility locations, to be provided by the County is set forth in the Contract Documents. Information not provided by the County or necessary information in addition to that provided by the County concerning physical characteristics of the Site which is required shall be obtained by Contractor without adjustment to the Contract Price or the Contract Time.

3.1.2 Permits; Fees. Except as otherwise provided in the Contract Documents, the County shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in

existing facilities which relate to the Work of the Contractor under the Contract Documents. If permits and fees are designated as the responsibility of the Contractor under the Contract Documents, the Contractor shall be solely responsible for obtaining the same; the cost of such permits or fees and any costs incurred by the Contractor in obtaining such permits shall be included within the Contract Price. The Contractor shall provide any bonds required for its work in the public right-of-ways adjacent the Project Site.

3.1.3 Drawings and Specifications. Except as otherwise provided for in the Contract.

3.1.4 Documents, the County shall furnish the Contractor, free of charge, one (1) full size reproducible printed copy of the Contract Documents and one (1) electronic copies of same. All of the Drawings and the Specifications provided by the County to the Contractor remain the property of the County; the Contractor shall not use any of the Contract Documents for any purpose other than construction of the Work of the Project.

3.1.5 Notice of Receipt of Third-Party Claim Relating to the Contract. In accordance with provisions in §9201 of the Public Contracting Code, the County shall provide timely notification to the Contractor of the receipt of any third-party claim relating to the Contract. The County shall be entitled to recover its reasonable costs incurred in providing this notification.

3.1.6 Furnishing of Information. Information or services to be provided by the County under the Contract Documents shall be furnished by the County with reasonable promptness to avoid delay in the orderly progress of the Work. Information about existing conditions furnished by the County under the Contract Documents is obtained from sources believed to be reliable, but the County neither guarantees nor warrants that such information is complete and accurate. The Contractor shall verify all information provided by the County. The Contract Documents will be prepared by the Architect to include existing site conditions.To the extent that the Contract Documents depict existing conditions on or about the Site, or the Work involves the renovation, removal or changes to existing improvements, or the Work involves any tie-in or other connection with any existing improvements, the conditions and/or existing improvements depicted in the Contract Documents are as they are believed to exist. Except for conditions that could not have reasonably been determined or confirmed during the examination of the site, the Contractor shall bear the risk of any variations between conditions or existing improvements depicted in the Contract Documents and those conditions or existing improvements actually encountered in the performance of the Work. The existence of any variations between conditions or existing improvements depicted in the Contract Documents and those actually encountered in the performance of the Work shall not result in any County liability therefor, nor shall any such variations result in an adjustment of the Contract Time or the Contract Price.

3.2 County's Right to Stop the Work.

3.2.1 In addition to the County's right to suspend the Work or terminate the Contract pursuant to the Contract Documents, the County, may, by written order, direct the Contractor to stop the Work, or any portion thereof, until the cause for such stop work order has been eliminated if the Contractor: (i) fails to correct Work which is not in conformity and in accordance with the requirements of the Contract Documents, (ii) otherwise fails to carry out the Work in conformity and accordance with the Contract Documents, or (iii) contractor fails to comply with safety protocols. The right of the County to stop the Work hereunder shall not be deemed a duty on the part of the County to exercise such right for the benefit of the Contractor or any other person or entity, nor shall the County's exercise of such right waive or limit the exercise of any other right or remedy of the County under the Contract Documents or at law.

3.3 Partial Occupancy or Use.

3.3.1 County's Right to Partial Occupancy. The County may occupy or use any completed or partially completed portion of the Work, provided that: (i) the County has obtained the consent of, or is otherwise authorized by, public authorities with jurisdiction thereof, to so occupy or use such portion of the Work and (ii) the County and the Contractor have accepted, in writing, the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, utilities, damage to the Work, insurance and the period for correction of the Work and commencement of warranties required by the Contract Documents for such portion of the Work partially used or occupied by the County. If the Contractor and the County are unable to agree upon the matters set forth in (ii) above, the County may nevertheless use or occupy any portion of the Work, with the responsibility for such matters subject to resolution in accordance with the Contract Documents. Immediately prior to such partial occupancy or use of the Work, or portions thereof, the Construction Manager, the County's Inspector, the Contractor and the Architect shall jointly inspect the portions of the Work to be occupied or to be used to determine and record: (a) the condition of the Work; (b) identify punch list items in the portion of the Work to be used or occupied by the County for subsequent correction or completion by the Contractors; and (c) time for the Contractor’s completion of the punch list. The County’s use or occupancy of the Work or portions thereof pursuant to the preceding shall not be deemed “completion” of the Work as that term is used in Public Contract Code §7107.

3.3.2 No Acceptance of Defective or Nonconforming Work. Unless otherwise expressly agreed upon by the County and the Contractor, the County's partial occupancy or use of the Work or any portion thereof, shall not constitute the County's acceptance of the Work not complying with the requirements of the Contract Documents or which is otherwise defective.

3.4 The County's Inspector.

3.4.1 In addition to the authority and rights of the County's Inspector as provided for elsewhere in the Contract Documents, all of the Work shall be performed under the observation of the County's Inspector. The County's Inspector shall have access to all parts of the Work at any time, wherever located and whether partially or completely fabricated, manufactured, furnished or installed. The performance of the duties of the County's Inspector under the Contract Documents shall not relieve or limit the Contractor's performance of its obligations under the Contract Documents.

ARTICLE 4: ARCHITECT

4.1 Architect's Administration of the Contract.

4.1.1 Administration of the Contract. The Architect will provide administration of the Contract as described in the Contract Documents, and will be one of the County's representatives during construction. The Architect will advise and consult with the County, the Construction Manager and the County's Inspector with respect to the administration of the Contract and the Work. The Architect is authorized to act on behalf of the County to the extent provided for in the Contract Documents; and shall have the responsibilities and powers established by law, including Title 24 of the California Code of Regulations.

4.1.2 Periodic Site Inspections. The Architect will visit the Site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine, in general, if the Work is being performed in a manner

indicating that the Work, when completed, will be in accordance with the Contract Documents. The Architect will not be required to make exhaustive or continuous site inspections to check quality or quantity of the Work. On the basis of Site observations as an architect, the Architect will keep the County informed of the progress of the Work, and will endeavor to guard the County against defects and deficiencies in the Work.

4.1.3 Contractor Responsibility for Construction Means, Methods and Sequences. The Architect will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, these being solely the Contractor's responsibility. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons performing portions of the Work.

4.1.4 Verification of Applications for Payment. In accordance with Article 9 hereof, the Architect will review the Contractor's Applications in consultation with the Construction Manager for Progress Payments and for Final Payment and will verify the extent of Work performed and the amount properly due the Contractor on such Application for Payment.

4.1.5 Rejection of Work. The Architect is authorized to reject Work which is defective or does not conform to the requirements of the Contract Documents. Whenever the Architect considers it necessary or advisable, for implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspections or testing of the Work, whether or not such Work is fabricated, installed or completed. Neither this authority of the Architect nor a decision made in good faith by the Architect to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, Material Suppliers, their agents or employees, or other persons performing portions of the Work.

4.1.6 Submittals

4.1.6.1 Architect’s Review. The Architect will review and accept or take other appropriate action upon the Contractor's Submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's Submittals shall not relieve the Contractor of its obligations under the Contract Documents. The Architect's review of Submittals shall not constitute approval of safety measures, programs or precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's acceptance of a specific item in a Submittal shall not indicate acceptance of an assembly of which the item is a component until the Submittal(s) required and relating to such assembly have been reviewed and accepted by the Architect.

4.1.6.2 Time for Architect’s Review. The Architect’s review of Submittals will be conducted promptly so as not to delay or hinder the progress of the Work or the activities of the Contractor, the County or the County’s separate contractors while allowing sufficient time, in the Architect’s reasonable professional judgment, to permit adequate review of Submittals. The foregoing notwithstanding, the Architect’s review and return of Submittals will conform with the time limits and other conditions, if any, set forth in the Specifications or the Schedule.

4.1.7 Changes to the Work; Change Orders. The Architect is not authorized to direct changes to the Work, other than minor Changes in the Work not involving an adjustment to Contract Price or Contract Time. The Architect will, however, participate in evaluation of data submitted by the Contractor.

4.1.8 Completion. The Architect will conduct observations to determine the date or dates of Substantial Completion, completion dates of Milestones and the date of Final Completion in consultation with the Construction Manager, will receive and forward to the County, for the County's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and will verify that the Contractor has complied with all requirements of the Contract Documents and is entitled to receipt of Final Payment.

4.1.9 Interpretation of Contract Documents. The Architect will interpret and decide matters concerning the requirements of the Contract Documents on written request of either the County or the Contractor. The Architect's response to such requests will be made with reasonable promptness and within the time limits agreed upon, if any. The time for the Architect’s review and response to requests shall be afforded a ten (10) day period after receipt of such request to review and respond thereto. Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both the County and the Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith. The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

4.1.10 Request for Information. If the Contractor encounters any condition which the Contractor believes, in good faith and with reasonable basis, is the result of an ambiguity, conflict, error or omission in the Contract Documents (collectively “the Conditions”), it shall be the affirmative obligation of the Contractor to timely notify the Architect and the Construction Manager, in writing, of the Conditions encountered and to request information from the Architect necessary to address and resolve the Conditions before proceeding with any portion of the Work affected or which may be affected by the Conditions. If the Contractor fails to timely notify the Architect in writing of any Conditions encountered and the Contractor proceeds to perform any portion of the Work containing or affected by such Conditions the Contractor shall bear all costs associated with or required to correct, remove, or otherwise remedy any portion of the Work affected thereby without adjustment of the Contract Time or the Contract Price. In requesting information of the Architect to address and resolve any Conditions, the Contractor shall act with promptness in submitting any such written request so as to allow the Architect a reasonable period of time to review, evaluate and respond to any such request, taking into account the then current status of the progress and completion of the Work and the actual or potential impact of any such Conditions upon the completion of the Work within the Contract Time. The Contract Time shall not be subject to adjustment in the event that the Contractor shall fail to timely request information from the Architect. The Architect's responses to any such Contractor request for information shall conform with the standards and time frame set forth in Article 4.1.9 of these Construction Provisions. The Contractor shall not submit a Request for Information as

1. a Request for Substitution,

2. a Submittal, or

3. a discovery of a discrepancy or omission in the Conditions without a thorough review of the Conditions, or with the assumption that specific portions of the Conditions are excluded or by taking an isolated portion of the Conditions in part rather than as the whole. The foregoing provisions notwithstanding, in the event that the Architect reasonably determines that any of Contractor's request(s) for information: (i) does not reflect adequate or competent supervision or coordination by the Contractor or any Subcontractor; or (ii) does not reflect the Contractor's adequate or competent knowledge of the requirements of the Work or the Contract Documents; or (iii) is not justified for any other reason, Contractor shall be liable to the County for all costs incurred by the County associated with the processing, reviewing, evaluating and responding to any such request for information, including without limitation, fees of the Architect and any other design consultant to the Architect or the County. In responding to any of Contractor's request(s) for information, the Architect shall, in the response, indicate if the Architect has made the determination pursuant to the preceding sentence and, if so, the amount of costs to be borne by the Contractor for the processing, review, evaluation and response to the request for information. Thereafter, the County is authorized to deduct such amount from any portion of the Contract Price then or thereafter due the Contractor.

4.2 Communications; Architect's and Construction Manager's Roles. All communications regarding the Work, the performance thereof, or the Contract Documents shall be in writing; verbal communications shall be reduced to writing. Communications between the Contractor and the County shall be through the Construction Manager. Communications between separate contractors, if any, shall be through the Construction Manager. All written communications between the Contractor and any Subcontractor, Material Supplier or others directly or indirectly engaged by the Contractor to perform or provide any portion of the Work shall be available to the County, the Construction Manager and the Architect for review, inspection and reproduction as may be requested from time to time. Failure or refusal of the Contractor to permit the County, the Construction Manager or Architect to review, inspect or reproduce such written communications may be deemed a default of Contractor hereunder. All written communication directly sent to the Architect shall be copied to the Construction Manager and the County by the Contractor. All communications with the Architect's design consultants shall be made through the Architect, unless otherwise agreed upon between the County, the Architect, the Construction Manager and the Contractor.

ARTICLE 5: THE CONTRACTOR

5.1 Contractor Review of Contract Documents.

5.1.1 Examination of Contract Documents. The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the County pursuant to the Contract Documents and shall at once report to the Construction Manager any errors, inconsistencies or omissions discovered. If the Contractor performs any Work knowing, or with reasonable diligence should have known that, it involves an error, inconsistency or omission in the Contract Documents without prior notice to the Construction Manager of the same, the Contractor shall assume full responsibility for such performance and shall bear all attributable costs for correction of the same.

5.1.2 Field Measurements. Prior to commencement of the Work, or portions thereof, the Contractor shall take field measurements and verify field conditions at the Site and shall carefully compare such field measurements and conditions and other information known to

the Contractor with information provided in the Contract Documents. Errors, inconsistencies or omissions discovered shall be immediately reported to the Construction Manager.

5.1.3 Dimensions; Layouts and Field Engineering. Dimensions indicated in the Drawings are intended for reference only. The Drawings are intended to be diagrammatic and schematic in nature; the Contractor shall be solely responsible for dimensioning and coordinating the Work of the Contract Documents. All field engineering required for laying out the Work and establishing grades for earthwork operations shall be by the Contractor. Any field engineering or other engineering to be provided or performed by the Contractor under the Contract Documents and required or necessary for the proper execution or installation of the Work shall be provided and performed by an engineer duly registered under the laws of the State of California in the engineering discipline for such portion of the Work.

5.1.4 Work in Accordance With Contract Documents. The Contractor shall perform all of the Work in strict conformity with the Contract Documents. Variations in construction from documents that have been reviewed and accepted by the Architect shall be approved by the Architect before the Contractor proceeds with the work.

5.2 Site Investigation; Subsurface Conditions.

5.2.1 Contractor Investigation. The Contractor shall be responsible for, and by executing the Agreement acknowledges, that it has carefully examined the Site and has taken all steps it deems reasonably necessary to ascertain all conditions which may effect the Work, or the cost thereof, including, without limitation, conditions bearing upon transportation, disposal, handling or storage of materials; availability of labor or utilities; access to the Site; and the physical conditions and the character of equipment, materials, labor and services necessary to perform the Work. Any failure of the Contractor to do so will not relieve it from the responsibility for fully and completely performing all Work without adjustment to the Contract Price or the Contract Time. The County assumes no responsibility to the Contractor for any understandings or representations concerning conditions or characteristics of the Site, or the Work, made by any of its officers, employees or agents prior to the execution of the Agreement, unless such understandings or representations are expressly set forth in the Agreement.

5.2.2 Subsurface Data. By executing the Agreement, the Contractor acknowledges that it has examined the boring data and other subsurface data available and satisfied itself as to the character, quality and quantity of surface and subsurface materials, including without limitation, obstacles which may be encountered in performance of the Work, insofar as this information is reasonably ascertainable from an inspection of the Site including the immediate adjacent area, review of available subsurface data and analysis of information furnished by the County under the Contract Documents. Information contained in such data or report regarding subsurface conditions, elevations of existing grades, or below grade elevations is approximate only and is neither guaranteed nor warranted by the County to be complete and accurate.

5.2.3 Subsurface Conditions. If the Work under the Contract Documents involves digging trenches or other excavations that extend deeper than four feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the County and the County's Inspector, in writing, of any: (i) material that the Contractor believes may be material that is hazardous waste, as defined in California Health and Safety Code §25117, that is required to be removed to a Class I or Class II or Class III disposal site in accordance with provisions of existing law; (ii) subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids; (iii) 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 in the Contract. The County will promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work shall issue a change. In the event that a dispute arises between the County and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractors cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for in the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

5.3 Supervision and Construction Procedures.

5.3.1 Supervision of the Work. The Construction Manager shall supervise and direct performance of the Work, using the Contractor's best skill and attention. The Contractor shall be responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract Documents, unless Contract Documents give other specific instructions concerning these matters. The Contractor shall be responsible for inspection of completed or partially completed portions of Work to determine that such portions are in proper condition to receive subsequent Work. The Contractor's Site Supervisor shall be present on site at all times while work by the contractor, subcontractor or lower tier subcontractor is taking place and shall submit Daily Reports to the Construction Manager on a daily basis.

5.3.2 Responsibility for the Work. The Contractor shall be responsible to the County for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and all other persons performing any portion of the Work under a contract with the Contractor. The Contractor shall not be relieved of the obligation to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager, County's Inspector or the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

5.3.3 Surveys. The Contractor shall prepare or cause to be prepared all detailed surveys necessary for performance of the Work, including without limitation, slope stakes, points, lines and elevations as required for own Work. The Contractor shall be responsible for the establishment, location, maintenance and preservation of all benchmarks, reference points and stakes for the Work. The cost of any surveys and the establishment, location, maintenance and preservation of benchmarks, reference points and stakes shall be included within the Contract Price as relates to own Work.

5.3.4 Construction Utilities. The Construction Manager will provide, without charge to the Contractor, domestic water and electrical power necessary to complete the Work, provided that the Contractor shall be responsible, without adjustment of the Contract Time or the Contract Price to install and maintain all necessary temporary distributions to the Site as necessary to perform the Work and to remove the same upon completion of the Work. The foregoing notwithstanding, if the County reasonably determines that the Contractor or any of the Subcontractors are misusing or wasting services provided by the County, the County may charge the Contractor reasonable utility rates for the services provided. Except as expressly provided for herein, the Contractor shall be solely responsible for obtaining all other utility services necessary for performance and completion of the Work.

5.3.5 Existing Utilities; Removal, Relocation and Protection. In accordance with California Government Code §4215, the County shall assume the responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the Site, which are not identified in the Drawings, Specifications or other Contract Documents. Contractor shall be compensated for the costs of locating, repairing damage not due to the Contractor's failure to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Drawings, Specifications and other Contract Documents with reasonable accuracy, and for equipment on the Site necessarily idled during such work. Contractor shall not be assessed Liquidated Damages for delay in completion of the Work when such delay is caused by the failure of the County or the County of the utility to provide for removal or relocation of such utility facilities. Nothing in this Article 5 shall be deemed to require the County to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Site can be inferred from the presence of other visible facilities, such as buildings, meters and junction boxes, on or adjacent to the Site. If the Contractor encounters utility facilities not identified by the County in the Drawings, Specifications, or other Contract Documents, the Contractor shall immediately notify, in writing, the County, the Architect, the Construction Manager and the utility owner. In the event that such utility facilities are owned by a public utility, the public utility shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price.

5.4 Labor and Materials.

5.4.1 Payment for Labor, Materials and Services. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, Construction Equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated in the Work.

5.4.2 Employee Discipline. The Contractor shall enforce strict discipline and good order among the Contractor's employees, the employees of any Subcontractor or Sub- Subcontractor, and all other persons performing any part of the Work at the Site. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Contractor shall remove from the site and direct any Subcontractor or Sub- Subcontractor to remove from the site any person deemed by the County to be unfit or incompetent to perform Work and thereafter, the Contractor shall not employ nor permit the employment of such person for performance of any part of the Work without the prior written consent of the County, which consent may be withheld in the reasonable discretion of the County.

5.4.3 Contractor's Staff. The Contractor shall employ a competent superintendent or foreman who shall be in attendance at the Site at all times during performance of the Work. The Contractor’s Project Manager and superintendent or foreman shall represent the Contractor and communications given to the superintendent or foreman or the Contractor’s Project Manager shall be binding as if given to the Contractor. The Contractor shall remove the Superintendent or Foreman, or Project Manager if they are deemed, in the sole reasonable judgment of the County, to be unfit, incompetent or incapable of performing the functions assigned to them. In such event, the County shall have the right to approve of the replacement Project Manager, Superintendent or Foreman.

5.4.4 Prohibition on Harassment. County's Policy Prohibiting Harassment. The County is committed to providing a workplace free of sexual harassment and harassment based on factors such as race, color, religion, national origin, ancestry, age, medical condition, marital status, disability or veteran status. Harassment includes without limitation, verbal,

physical or visual conduct which creates an intimidating, offensive or hostile environment such as racial slurs; ethnic jokes; posting of offensive statements, posters or cartoons or similar conduct. Sexual harassment includes without limitation the solicitation of sexual favors, unwelcome sexual advances, or other verbal, visual or physical conduct of a sexual nature.

5.4.5 Contractor's Adoption of Anti-Harassment Policy. Contractor shall adopt and implement all appropriate and necessary policies prohibiting any form of discrimination in the workplace, including without limitation harassment on the basis of any classification protected under local, state or federal law, regulation or policy. Contractor shall take all reasonable steps to prevent harassment from occurring, including without limitation affirmatively raising the subject of harassment among its employees, expressing strong disapproval of any form of harassment, developing appropriate sanctions, informing employees of their right to raise and how to raise the issue of harassment and informing complainants of the outcome of an investigation into a harassment claim. Contractor shall require that any Subcontractor or Sub-subcontractor performing any portion of the Work to adopt and implement policies in conformity with this Article 5.

5.4.6 Prohibition on Harassment at the Site. Contractor shall not permit any person, whether employed by Contractor, a Subcontractor, Sub-subcontractor, or any other person or entity, performing any Work at or about the Site to engage in any prohibited form of harassment. Any such person engaging in a prohibited form of harassment directed to any individual performing or providing any portion of the Work at or about the Site shall be subject to appropriate sanctions in accordance with the anti-harassment policy adopted and implemented pursuant to Article 5.4.4.2 above. Any person performing or providing Work on or about the Site engaging in a prohibited form of harassment directed to any student, faculty member or staff of the County or directed to any other person on or about the Site shall be subject to immediate removal and shall be prohibited thereafter from providing or performing any portion of the Work. Upon the County's receipt of any notice or complaint that any person employed directly or indirectly by Contractor in performing or providing the Work has engaged in a prohibited form of harassment, the County will promptly undertake an investigation of such notice or complaint. In the event that the County, after such investigation, reasonably determines that a prohibited form of harassment has occurred, the County shall promptly notify the Contractor of the same and direct that the person engaging in such conduct be immediately removed from the Site. Unless the County's determination that a prohibited form of harassment has occurred is grossly negligent or without reasonable cause, County shall have no liability for directing the removal of any person determined to have engaged in a prohibited form of harassment nor shall the Contract Price or the Contract Time be adjusted on account thereof. Contractor and the Surety shall defend, indemnify and hold harmless the County and its employees, officers, board of trustees, agents, and representatives from any and all claims, liabilities, judgments, awards, actions or causes of actions which arise out of, or pertain in any manner to: (i) the assertion by any person dismissed from performing or providing work at the direction of the County pursuant to this Article 5.4.4.3; or (ii) the assertion by any person that any person directly or indirectly under the employment or direction of the Contractor has engaged in a prohibited form of harassment directed to or affecting such person. The obligations of the Contractor and the Surety under the preceding sentence are in addition to, and not in lieu of, any other obligation of defense, indemnity and hold harmless whether arising under the Contract Documents, at law or otherwise; these obligations survive completion of the Work or the termination of the Contract.

5.5 Taxes.

5.5.1 The Contractor shall pay, without adjustment of the Contract Price, all sales, consumer, use and other taxes for the Work or portions thereof provided by the Contractor under the Contract Documents.

5.6 Permits, Fees and Notices; Compliance With Laws.

5.6.1 Payment of Permits, Fees. Except as otherwise provided in the Contract Documents, the County shall secure and pay for the necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities which relate to the Work of the Contractor under the Contract Documents. If permits and fees are designated as the responsibility of the Contractor under the Contract Documents, the Contractor shall be solely responsible for obtaining the same; the cost of such permits or fees and any costs incurred by the Contractor in obtaining such permits shall be included within the Contract Price.

5.6.2 Compliance With Laws. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and other orders of public authorities bearing on performance of the Work.

5.6.3 Notice of Variation From Laws. If the Contractor knows, or has reason to believe, that any portion of the Contract Documents are at variance with applicable laws, statutes, ordinances, building codes, regulations or rules, the Contractor shall promptly notify the Construction Manager and the Architect in writing, of the same. If the Contractor performs Work knowing, or with reasonable diligence should have known, it to be contrary to laws, statutes, ordinances, building codes, rules or regulations applicable to the Work without such notice to the Architect and the Construction Manager, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs arising or associated therefrom, including without limitation, the removal, replacement or correction of the same.

5.7 Submittals.

5.7.1 Purpose of Submittals. The purpose for submission of Submittals is to demonstrate, for those portions of the Work for which Submittals are required, the manner in which the Contractor proposes to provide or incorporate such item of the Work in conformity with the information given and the design concept expressed in the Contract Documents.

5.7.2 Contractor's Submittals. Prompt Submittals. The Contractor shall review, approve and submit to the Construction Manager the number of copies of Submittals required by the Contract Documents. All Submittals required by the Contract Documents shall be prepared, assembled and submitted by the Contractor to the Construction Manager within ninety 90 calendar days from the date of the Notice to Proceed. Contractor’s submission of Submittals in conformity with the Schedule is a material consideration of the Contract. Notwithstanding Contractor's submission of all required Submittals in accordance with the Schedule, in the event that the County, Construction Manager or the Architect reasonably determines that all or any portion of such resubmittals fail to comply with the requirements of Articles 5 of these Construction Provisions and/or such resubmittals are not otherwise complete and accurate so as to require a second resubmission, Contractor shall bear all costs associated with the review and approval of resubmitted Submittals, including without limitation Construction Managers and Architect's fees incurred in connection therewith. In the event of the County's assessment of costs and expenses incurred to review incomplete or inaccurate Submittals, the County may deduct the same from any portion of the Contract Price then or thereafter due the Contractor. Submittals not required by the Contract Documents or which do not otherwise conform with the requirements of the Contract Documents may be returned by the Architect or Construction Manager without action. No

increase in the Contract Time or the Contract Price shall be granted to the Contractor on account of its failure to make timely submission of any Submittal.

5.7.3 Approval of Subcontractor Submittals. All Submittals prepared by Subcontractors, of any tier, Material Suppliers, manufacturers or distributors shall bear the written approval of the Contractor thereto prior to submission to the Construction Manager for review. Any Submittal not bearing the Contractor's written approval shall be subject to return to the Contractor for re-submittal in conformity herewith, with the same being deemed to not have been submitted. Any delay, impact or cost associated therewith shall be the sole and exclusive responsibility of the Contractor without adjustment to the Contract Time or the Contract Price.

5.7.4 Verification of Submittal Information. By approving and submission of Submittals, the Contractor represents to the Construction Manager and Architect that the Contractor has determined and verified materials, field measurements, field construction criteria, catalog numbers and similar data related thereto and has checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents.

5.7.5 Information Included in Submittals. All Submittals shall be accompanied by a written transmittal or other writing by the Contractor providing an identification of the portion of the Drawings or the Specifications pertaining to the Submittal, with Specification Section and applicable paragraphs identified for ease of reference along with the following information: (i) date of submission; (ii) project name; (iii) name of submitting Subcontractor; and (iv) if applicable, the revision number. The foregoing information is in addition to, and not in lieu of, any other information required for the Architect's review, evaluation and acceptance of the Contractor's Submittals.

5.7.6 Contractor Responsibility for Deviations. The Contractor shall not be relieved of responsibility for correcting deviations from the requirements of the Contract Documents by the Architect's acceptance of Submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submission of the Submittal and the Architect has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Submittals by the Architect's acceptance thereof.

5.7.7 No Performance of Work Without Approval. The Contractor shall perform no portion of the Work requiring the Architect’s review and acceptance of Submittals until the Architect has completed its review and indicated acceptance of such Submittal. The Contractor shall not perform any portion of the Work forming a part of a Submittal or which is affected by a related Submittal until the entirety of the Submittal or any other related Submittal has been fully approved. Such Work shall be in accordance with approved Submittals and other applicable portions of the Contract Documents.

5.7.8 Architect Review of Submittals. The purpose of the Architect’s review of Submittals and the time for the Architect’s return of Submittals to the Contractor shall be as set forth elsewhere in the Contract Documents. If the Architect returns a Submittal as rejected or requiring correction(s) and re-submission, the Contractor, so as not to delay the progress of the Work, shall promptly thereafter resubmit a Submittal conforming with the requirements of the Contract Documents; the resubmitted Submittal shall indicate the portions thereof modified in order to obtain the Architect's acceptance. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon the accuracy and completeness of

such calculations and certifications accompanying Submittals. The Architect's review of the Submittals is for the limited purposes described in the Contract Documents.

5.8 Materials and Equipment.

5.8.1 Specified Materials, Equipment. References in the Contract Documents to any specific article, device, equipment, product, material, fixture, patented process, form, method or type of construction, by name, make, trade name, or catalog number, with or without the words "or equal" shall be deemed to establish a minimum standard of quality or performance, and shall not be construed as limiting competition.

5.8.2 Approval of Substitutions or Alternatives. Public Contract Code Section 3400 states: “(a) The Legislature finds and declares that it is the intent of this section to encourage contractors and manufacturers to develop and implement new and ingenious materials, products, and services that function as well, in all essential respects, as materials, products, and services that are required by a contract, but at a lower cost to taxpayers. (b) No agency of the state nor any political subdivision, municipal corporation, or County, nor any public officer or person charged with the letting of contracts for the construction, alteration, or repair of public works, shall draft or cause to be drafted specifications for bids, in connection with the construction, alteration, or repair of public works, (1) in a manner that limits the bidding, directly or indirectly, to any one specific concern, or (2) calling for a designated material, product, thing, or service by specific brand or trade name unless the specification is followed by the words “or equal” so that bidders may furnish any equal material, product, thing or service. In applying this section, the specifying agency shall, if aware of an equal product manufactured in this state, name that product in the specification. Specifications shall provide a period of time prior to or after, or prior to and after, the award of the contract for submission of data substantiating a request for a substitution of “an equal” item. If no time period is specified, data may be submitted any time within 35 days after the award of the contract. (c) Subdivision (b) is not applicable if the awarding authority, or its designee, makes a finding that is described in the invitation for bids or request for proposals that a particular material, product, thing, or service is designated by specific brand or trade name for either of the following purposes: (1) In order that a field test or experiment may be made to determine that product’s suitability for future use; (2) In order to match other products in use on a particular public improvement either completed or in the course of completion; (3) In order to obtain a necessary item that is only available from one source; (4) (A) In order to respond to an emergency declared by a local agency, but only if the declaration is approved by a four-fifths vote of the governing board of the local agency issuing the invitation for bid or request for proposals. (B) In order to respond to an emergency declared by the state, a state agency, or political subdivision of the state, but only if the facts setting forth the reasons for the finding of the emergency are contained in the public records of the authority issuing the invitation for bid or request for proposals.” Unless otherwise specified the Contractor may propose to furnish alternatives or substitutes for a particular item specified in the Contract Documents, provided that the Contractor provides advance written notice to the County, Construction Manager and the Architect of such proposed substitution or alternative and certifies to the County and Architect that the quality, performance capability and functionality (including visual and/or aesthetic effect) of the proposed alternative or substitute will meet or exceed the quality, performance capability and functionality of the item or process specified, and must demonstrate to the County and Architect that the use of the substitution or alternative is appropriate and will not delay completion of the Work or result in an increase to the Contract Price. The Contractor shall submit engineering, construction, dimension, visual, aesthetic and performance data to the County and Architect to permit their proper

evaluation of the proposed substitution or alternative. If requested by the County or Architect, Contractor shall promptly furnish any additional information or data regarding a proposed substitution or alternative which the County or Architect deems reasonably necessary for the evaluation of the proposed substitution or alternative. The Contractor shall not provide, furnish or install any substitution or alternative without the County's and Architect's prior approval of the same; any alternative or substitution installed or incorporated into the Work without first obtaining the County's and Architect's approval of the same shall be subject to removal and replacement. The cost of such removal and replacement shall not be charged against the County's Contingency Fund or Allowances Fund. The County's and Architect's decision shall be final regarding the approval or disapproval of the Contractor's proposed substitutions or alternatives. The County's and Architect's approval of Contractor's proposed substitutions or alternatives shall not otherwise relieve the Contractor from complying with the requirements of the Contract Documents. Neither the Contract Time nor the Contract Price shall be increased on account of any substitution or alternative proposed by the Contractor which is approved by the County and Architect; provided, however, that in the event a substitution or alternative is approved by the County and Architect and purchase, fabrication and/or installation of such approved substitution or alternative shall be less expensive than the originally specified item, the actual cost savings realized by the Contractor's furnishing and/or installation of such approved substitution or alternative shall be credited to the County's Contingency Fund. The Contractor shall be solely responsible for all costs and fees of the County, the Architect, of the Architect's consultant(s) and/or governmental agencies to review and/or approve any proposed substitution or alternative. The Contractor shall be solely responsible for any increase in the cost of any approved substitution or alternative or any Work affected by such alternative or substitution. The foregoing notwithstanding, all requests for the County's and Architect's review and approval of any proposed substitution or alternative and all engineering, construction, dimension and performance data substantiating the equivalency of the proposed substitution or alternative shall be submitted by Contractor not later than thirty-five (35) days following the date of Notice to Proceed; any request for approval of proposed alternatives or substitutions submitted thereafter may be rejected summarily. The foregoing process and time limits shall apply to any proposed substitution or alternative regardless of whether the substitute or alternate item is to be provided, furnished or installed by Contractor, any Subcontractor, any Sub-Subcontractor, Material Supplier or Manufacturer.

5.8.3 Placement of Material and Equipment Orders. Contractor shall, after award of the Contract, promptly and timely place all orders for materials and/or equipment necessary for completion of the Work so that delivery of the same shall be made without delay or interruption to the timely completion of the Work. Contractor shall require that any Subcontractor or Sub-Subcontractor performing any portion of the Work similarly place orders for all materials and/or equipment to be furnished by any such Subcontractor or Sub-Subcontractor in a prompt and timely manner so that delivery of the same shall be made without delay or interruption to the timely completion of the Work. Upon request of the Construction Manager, the Contractor shall furnish reasonably satisfactory written evidence of the placement of orders for materials and/or equipment necessary for completion of the Work, including without limitation, purchase orders for materials and/or equipment to be provided, furnished or installed by any Subcontractor or Sub-Subcontractor.

5.8.4 County's Right to Place Orders for Materials and/or Equipment. Not withstanding any other provision of the Contract Documents, in the event that the Contractor shall, upon request of the County or Construction Manager, fail or refuse, for any reason, to provide reasonably

satisfactory written evidence of the placement of orders for materials and/or equipment necessary for completion of the Work, or should the County determine, in its sole and reasonable discretion, that any orders for materials and/or equipment have not been placed in a manner so that such materials and/or equipment will be delivered to the Site so the Work can be completed without delay or interruption, the County shall have the right, but not the obligation, to place such orders on behalf of the Contractor. In the event that the County shall exercise the right to place orders for materials and/or equipment pursuant to the foregoing, the County's conduct in that regard shall not be deemed to be an exercise, by the County, of any control over the means, methods, techniques, sequences or procedures for completion of the Work, all of which remain the responsibility and obligation of the Contractor. Notwithstanding the right of the County to place orders for materials and/or equipment pursuant to the foregoing, the election of the County to exercise, or not to exercise, such right shall not relieve the Contractor from any of Contractor's obligations under the Contract Documents, including without limitation, completion of the Work within the Contract Time and the Contract Price. If the County exercises the right hereunder to place orders for materials and/or equipment on behalf of Contractor pursuant to the foregoing, Contractor shall reimburse the County for all costs and fees incurred by the County in placing such orders; such costs and fees may be deducted by the County from the Contract Price then or thereafter due the Contractor.

5.9 Safety.

5.9.1 Safety Programs. At least fifteen (15) calendar days prior to commencement of the Work at the site, the Contractor shall prepare and submit to the Construction Manager, for review, a written safety plan in conformance with the Construction Managers safety program. The Contractor shall revise the safety plan as necessary to obtain the Construction Manager’s acceptance of the plan for record purposes only. The Contractor shall be responsible for initiating, maintaining and supervising all safety programs required by applicable law, ordinance, regulation or governmental orders in connection with the performance of the Contract, or otherwise required by the type or nature of the Work. The Contractor's safety program shall include all actions and programs necessary for compliance with California or federally statutorily mandated workplace safety programs, including without limitation, compliance with the California Drug Free Workplace Act of 1990 (California Government Code §§8350 et seq.). Without limiting or relieving the Contractor of its obligations hereunder, the Contractor shall require that its Subcontractors similarly initiate and maintain all appropriate or required safety programs.

5.9.2 Safety Precautions. The Contractor shall be responsible for initiating and maintaining reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (i) employees on the Work and other persons who may be affected thereby; (ii) the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and (iii) other property or items at the site of the Work, or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

5.9.3 Safety Signs, Barricades. The Contractor shall erect and maintain, as required by conditions and conditions resulting from performance of the Contract, reasonable safeguards for safety and protection of property and persons, including, without limitation, posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

5.9.4 Safety Notices. The Contractor shall give or post all notices required by applicable law and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

5.9.5 Safety Coordinator. The Contractor shall designate a responsible member of the Contractor's organization at the Site whose duty shall be the prevention of accidents and the implementation and maintenance of safety precautions and programs. This person may be the Contractor's superintendent or foreman.

5.9.6 Emergencies. In an emergency affecting safety of persons or property, the Contractor shall act, to prevent threatened damage, injury or loss.

5.9.7 Hazardous Materials. Use of Hazardous Materials. In the event that the Contractor, any Subcontractor or anyone employed directly or indirectly by them shall use, at the Site, or incorporate into the Work, any material or substance deemed to be hazardous or toxic under any law, rule, ordinance, regulation or interpretation thereof (collectively "Hazardous Materials"), the Contractor shall comply with all laws, rules, ordinances or regulations applicable thereto and shall exercise all necessary safety precautions relating to the use, storage or disposal thereof.

5.9.8 Prohibition on Use of Asbestos Construction Building Materials ("ACBMs"). Notwithstanding any provision of the Drawings or the Specifications to the contrary, it is the intent of the County that ACBMs not be used or incorporated into any portion of the Work. In the event that any portion of the Work depicted in the Drawings or the Specifications shall require materials or products which the Contractor knows, or should have known with reasonably diligent investigation, to contain ACBMs, Contractor shall promptly notify the Architect, and the Construction Manager of the same so that an appropriate alternative can be made in a timely manner so as not to delay the progress of the Work. Contractor warrants to the County that there are no materials or products used or incorporated into the Work which contain ACBMs. Whether before or after completion of the Work, if it is discovered that any product or material forming a part of the Work or incorporated into the Work contains ACBMs, the Contractor shall at its sole cost and expense remove such product or material in accordance with any laws, rules, procedures and regulations applicable to the handling, removal and disposal of ACBMs and shall replace such product or material with non-ACBM products or materials and shall return the affected portion(s) of the Work to the finish condition depicted in the Drawings and Specifications relating to such portion(s) of the Work. The cost of such work shall not be charged against the County’s Contingency Fund. Contractor's obligations under the preceding sentence shall survive the termination of the Contract, the warranty period provided under the Contract Documents, the Contractor's completion of the Work or the County's acceptance of the Work. In the event that the Contractor shall fail or refuse, for any reason, to commence the removal and replacement of any material or product containing ACBMs forming a part of, or incorporated into the Work, within ten (10) days of the date of the County's written notice to the Contractor of the existence of ACBM materials or products in the Work, the County may thereafter proceed to cause the removal and replacement of such materials or products in any manner which the County determines to be reasonably necessary and appropriate; all costs, expenses and fees, including without limitation fees and costs of consultants and attorneys, incurred by the County in connection with such removal and replacement shall be the responsibility of the Contractor and the Contractor's Performance Bond Surety. The County will deduct such costs from the Contract Price.

5.9.9 Disposal of Hazardous Materials. Contractor shall be solely and exclusively responsible for the disposal of any Hazardous Materials on or about the Site as identified in the Contract Documents. Contractor's obligations hereunder shall include without limitation, the transportation and disposal of any Hazardous Materials in strict conformity with any and all applicable laws, regulations, orders, procedures or ordinances.

5.10 Maintenance of Documents.

5.10.1 Documents at Site. The Construction Manager will maintain at the Site: (i) one record copy of the Drawings, Specifications and all amendments thereto; (ii) Change Orders approved by the County and all other modifications to the Contract Documents; (iii) Submittals reviewed by the Architect; (iv) Record Drawings; (v) Material Safety Data Sheets (“MSDS”) accompanying any materials, equipment or products delivered or stored at the Site or incorporated into the Work; and (vi) all building and other codes or regulations applicable to the Work, including without limitation, Title 24, Parts 1 and 2 of the California Code of Regulations. During performance of the Work, all documents maintained by Construction Manager at the Site shall be available to the Contractor for review or reproduction. Upon completion of the Work, all documents maintained at the Site will be assembled and transmitted to the County.

5.10.2 Maintenance of Record Drawings. During its performance of the Work, the Contractor shall maintain Record Drawings consisting of a set of the Drawings which are marked to indicate all field changes made to adapt the Work depicted in the Drawings to field conditions, changes resulting from Change Orders, substitutions, and all concealed or buried installations, including without limitation, piping, conduit and utility services. All buried or concealed items of Work shall be completely and accurately marked and located on the Record Drawings. The Record Drawings shall be clean and all changes, corrections and dimensions shall be marked in a neat and legible manner in a contrasting color. Record Drawings relating to the Structural, Mechanical, Electrical and Plumbing portions of the Work shall indicate without limitation, circuiting, wiring sizes, and equipment/member sizing and shall depict the entirety of the as built conditions of such portions of the Work. The Record Drawings shall be continuously maintained by the Contractor during the performance of the Work. At any time during the Contractor's performance of the Work, upon the request of the Construction Manager, the Contractor shall make update the Construction Manager’s Record Drawings maintained at the Site. The failure or refusal of the Contractor to continuously maintain complete and accurate Record Drawings may be deemed by the County to be Contractor's default of a material obligation hereunder. Without waiving, restricting or limiting any other right or remedy of the County for the Contractor's failure or refusal to continuously maintain the Record Drawings, the County may, upon reasonably determining that the Contractor has not, or is not, continuously maintaining the Record Drawings in a complete and accurate manner, take appropriate action to cause the continuous maintenance of complete and accurate Record Drawings, in which event all fees and costs incurred or associated with such action shall be charged to the Contractor and the County may deduct the amount of such fees and costs from any portion of the Contract Price then or thereafter due the Contractor. The Contractor shall first deliver the Record Drawings to the Construction Manager for review. Once they are accepted the Drawings are to be delivered to the County. The Record Drawings are to be received by the County prior to receipt of the Final Payment.

5.11 Use of Site.

5.11.1 The Contractor shall confine operations at the Site to areas permitted by law, ordinances or permits, subject to any restrictions or limitations set forth in the Contract Documents. The

Contractor shall not unreasonably encumber the Site or adjoining areas with materials or equipment.

5.12 Clean-Up.

5.12.1 The Contractor shall at all times keep the Site and all adjoining areas free from the accumulation of any waste material or rubbish caused or generated by performance of the Work. Without limiting the generality of the foregoing, Contractor shall maintain the Site in a "rake-clean" standard on a daily basis. In the event that the Work of the Contract Documents includes painting and/or the installation of floor covering, prior to commencement of any painting operations or the installation of any flooring covering, the area and adjoining areas of the Site where paint is to be applied or floor covering is to be installed shall be in a "broom-clean" condition. Prior to completion of the Work, Contractor shall remove from the Site all rubbish, waste material, excess excavated material, tools, Construction Equipment, machinery, surplus material and any other items which are not the property of the County under the Contract Documents. Upon completion of the Work, the Site and all adjoining areas shall be left in a neat and broom clean condition satisfactory to County. The Construction Manager shall be authorized to direct the Contractor's clean-up obligations hereunder. If the Contractor fails to clean up as provided for in the Contract Documents, the County may do so, and all costs, including supervision and markup, incurred in connection therewith shall be charged to the Contractor; the County may deduct such costs from any portion of the Contract Price then or thereafter due the Contractor.

5.13 Access to the Work.

5.13.1 The Contractor shall provide the County, the Construction Manager, the County's Inspector, the Architect and the Architect's consultant(s) with access to the Work, whether in place, preparation or progress and wherever located.

5.14 Facilities and Information for the County's Inspector.

5.14.1 Information to County's Inspector. The Construction Manager shall furnish the County's Inspector access to the Work for obtaining such information as may be necessary to keep the County's Inspector fully informed respecting the progress, quality and character of the Work and materials, equipment or other items incorporated therein.

5.15 Patents and Royalties.

5.15.1 The Contractor and the Surety shall defend, indemnify and hold harmless the County’s Inspector(s) and its agents, employees and officers from any claim, demand or legal proceeding arising out of or pertaining, in any manner, to any actual or claimed infringement of patent rights in connection with performance of the Work under the Contract Documents.

5.16 Cutting and Patching.

5.16.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make the component parts thereof fit together properly. The Contractor shall not damage or endanger any portion of the Work, or the fully or partially completed construction of the County or separate contractors by cutting, patching, excavation or other alteration. The Contractor shall not cut, patch or otherwise alter the construction by the County or separate contractor without the prior written consent of the County or separate contractor thereto, which consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold consent to the request of the County or separate contractor to cut, patch or otherwise alter the Work.

5.17 Encountering of Hazardous Materials.

5.17.1 In the event the Contractor encounters Hazardous Materials at the Site which have not been rendered harmless or for which there is no provision in the Contract Documents for containment, removal, abatement or handling of such Hazardous Materials, the Contractor shall immediately stop the Work in the affected area, but shall diligently proceed with the Work in all other unaffected areas. Upon encountering such Hazardous Materials, the Contractor shall immediately notify the Construction Manager, in writing, of such condition. The Contractor shall proceed with the Work in such affected area only after such Hazardous Materials have been rendered harmless, contained, removed or abated. In the event such Hazardous Materials are encountered, the Contractor shall be entitled to an adjustment of the Contract Time to the extent that the Work is stopped and Substantial Completion of the Work is affected thereby. In no event shall there be an increase in the Contract Price solely on account of the Contractor encountering such Hazardous Materials.

5.18 Wage Rates; Employment of Labor.

5.18.1 Determination of Prevailing Rates. Pursuant to the provisions of Division 2, Part 7, Chapter 1, Article 2 of the California Labor Code at §§1770 et seq., the County has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the prevailing rate for holiday and overtime work in the locality in which the Work is to be performed. Holidays shall be as defined in the collective bargaining agreement applicable to each particular craft, classification or type of worker employed under the Contract. Per diem wages include employer payments for health and welfare, pensions, vacation, travel time and subsistence pay as provided in California Labor Code §1773.8, apprenticeship or other training programs authorized by California Labor Code §3093, and similar purposes when the term "per diem wages" is used herein. Holiday and overtime work, when permitted by law, shall be paid for at the rate of at least one and one-half (1 1/2) times the above specified rate of per diem wages, unless otherwise specified. The Construction Manager will post, at appropriate and conspicuous locations on the Site, a schedule showing all determined general prevailing wage rates.

5.18.2 Payment of Prevailing Rates. There shall be paid each worker of the Contractor, or any Subcontractor, of any tier, engaged in the Work, not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor, of any tier, and such worker.

5.18.3 Prevailing Rate Penalty. The Contractor shall, as a penalty, forfeit to the County Two Hundred Dollars ($200.00), or Forty Dollars ($40.00) in the event of a “good faith mistake” promptly and voluntarily corrected, for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the Department of Industrial Relations for such work or craft in which such worker is employed for the Work by the Contractor or by any Subcontractor, of any tier, in connection with the Work. Pursuant to California Labor Code §1775, the difference between prevailing wage rates and the amount paid to each worker each calendar day, or portion thereof, for which each worker paid less than the prevailing wage rate, shall be paid to each worker by the Contractor. The penalty shall be no less than Eighty Dollars ($80.00) for each calendar day if the Contractor was assessed penalties within the previous three years for failing to meets its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned. If the Labor Commissioner determines that the violation was “willful” as defined under subdivision (c) of Section 1771.1 the penalty shall be One Hundred Twenty Dollars ($120) per calendar day.

5.18.4 Payroll Records. Pursuant to California Labor Code §1776, the Contractor and each Subcontractor, of any tier, shall keep an accurate payroll record, showing the name,

address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each person employed for the Work. The payroll records shall be certified and submitted for inspection to the Construction Manager as outlined in the Agreement through the electronic submittal program. Such documents shall be made available upon request by a third party agency authorized to request documents. (i) a certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request; (ii) a certified copy of all payroll records shall be made available for inspection or furnished upon request to the County, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations; (iii) a certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the County, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, Subcontractors and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Contractor; (iv) the Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; (v) any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the County, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor or any Subcontractor, of any tier, performing a part of the Work shall not be marked or obliterated. In the event of noncompliance with the requirements of this Article, the Contractor shall have ten (10) days in which to comply, subsequent to receipt of written notice specifying in what respects the Contractor must comply herewith. Should noncompliance still be evident after such 10-day period, the Contractor shall, as a penalty to the County, forfeit One Hundred Dollars ($100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from any portion of the Contract Price then or thereafter due the Contractor. A Contractor is not subject to a penalty assessment pursuant to this section due to failure of a subcontractor to comply with this Section.

5.18.5 Hours of Work. Limits on Hours of Work. Pursuant to California Labor Code §1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code §1811, the time of service of any worker employed at any time by the Contractor or by a Subcontractor, of any tier, upon the Work or upon any part of the Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereafter provided. Notwithstanding the foregoing provisions, Work performed by employees of Contractor or any Subcontractor, of any tier, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

5.18.6 Penalty for Excess Hours. The Contractor shall pay to the County a penalty of Twenty-five Dollars ($25.00) for each worker employed on the Work by the Contractor or any Subcontractor, of any tier, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any

one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

5.18.7 Contractor Responsibility Any Work performed by workers after regular working hours or on Sundays or other holidays shall be performed without adjustment to the Contract Price or any other additional expense to the County.

5.18.8 Apprentices. Employment of Apprentices. Any apprentices employed to perform any of the Work shall be paid the standard wage paid to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code §3077 who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code §§3070 et seq. are eligible to be employed for the Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

5.18.9 Apprenticeship Certificate. When the Contractor or any Subcontractor, of any tier, in performing any of the Work employs workers in any Apprenticeable Craft or Trade, the Contractor and such Subcontractor shall apply to the Joint Apprenticeship Committee administering the apprenticeship standards of the craft or trade in the area of the site of the Work for a certificate approving the Contractor or such Subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected, provided, however, that the approval as established by the Joint Apprenticeship Committee or Committees shall be subject to the approval of the Administrator of Apprenticeship. The Joint Apprenticeship Committee or Committees, subsequent to approving the Contractor or Subcontractor, shall arrange for the dispatch of apprentices to the Contractor or such Subcontractor in order to comply with California Labor Code §1777.5. The Contractor and Subcontractors shall submit contract award information to the applicable Joint Apprenticeship Committee, which shall include an estimate of journeyman hours to be performed under the Contract, the number of apprentices to be employed, and the approximate dates the apprentices will be employed. There shall be an affirmative duty upon the Joint Apprenticeship Committee or Committees, administering the apprenticeship standards of the crafts or trades in the area of the site of the Work, to ensure equal employment and affirmative action and apprenticeship for women and minorities. Contractors or Subcontractors shall not be required to submit individual applications for approval to local Joint Apprenticeship Committees provided they are already covered by the local apprenticeship standards.

5.18.10 Ratio of Apprentices to Journeymen. The ratio of Work performed by apprentices to journeymen, who shall be employed in the Work, may be the ratio stipulated in the apprenticeship standards under which the Joint Apprenticeship Committee operates, but in no case shall the ratio be less than one hour of apprentice work for each five hours of labor performed by a journeyman, except as otherwise provided in California Labor Code §1777.5. The minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen. Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the Joint Apprenticeship Committee, is employed at the site of the Work and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The Contractor shall employ apprentices for the number of hours computed as above before the completion of the Work. The Contractor shall, however, endeavor, to

the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the Site. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a Joint Apprenticeship Committee, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification. The Contractor or any Subcontractor covered by this Article and California Labor Code §1777.5, upon the issuance of the approval certificate, or if it has been previously approved in such craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that it employs apprentices in such craft or trade in the State of California on all of its contracts on an annual average of not less than one apprentice to each five journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the Contractor from the 1-to-5 ratio as set forth in this Article and California Labor Code §1777.5. This Article shall not apply to contracts of general contractors, or to contracts of specialty contractors not bidding for work through a general or prime contractor, involving less than Thirty Thousand Dollars ($30,000.00) or twenty (20) working days. The term "Apprenticeable Craft or Trade," as used herein shall mean a craft or trade determined as an Apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. 5.18.6.4 Exemption From Ratios. The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this Article when it finds that any one of the following conditions are met: (i) unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%) or; (ii) the number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen, or; (iii) the Apprenticeable Craft or Trade is replacing at least one thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis, or; (iv) if assignment of an apprentice to any Work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman. When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards. Contributions to Trust Funds. The Contractor or any Subcontractor, of any tier, who, performs any of the Work by employment of journeymen or apprentices in any Apprenticeable Craft or Trade and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any such craft or trade in the area of the site of the Work, to which fund or funds other contractors in the area of the site of the Work are contributing, shall contribute to the fund or funds in each craft or trade in which it employs journeymen or apprentices in the same amount or upon the same basis and in the same manner as the other contractors do, but where the trust fund administrators are unable to accept such funds, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. The Division of Labor Standards Enforcement is authorized to enforce the payment of such contributions to such fund(s) as set forth in California Labor Code §227. Contractor's Compliance. The responsibility of compliance with this Article for all Apprenticeable Trades or Crafts is solely and exclusively that of the Contractor. All decisions of the Joint Apprenticeship Committee(s) under this Article are subject to the provisions of California Labor Code §3081. In the event the

Contractor willfully fails to comply with the provisions of this Article and California Labor Code §1777.5, pursuant to California Labor Code §1777.7, the Contractor shall: (i) be denied the right to bid on any public works contract for a period of one (1) year from the date the determination of non-compliance is made by the Administrator of Apprenticeship; and (ii) forfeit, as a civil penalty, Fifty Dollars ($50.00) for each calendar day of noncompliance. Notwithstanding the provisions of California Labor Code §1727, upon receipt of such determination, the County shall withhold such amount from the Contract Price then due or to become due. Any such determination shall be issued after a full investigation, a fair and impartial hearing, and reasonable notice thereof in accordance with reasonable rules and procedures prescribed by the California Apprenticeship Council. Any funds withheld by the County pursuant to this Article shall be deposited in the General Fund or other similar fund of the County. The interpretation and enforcement of California Labor Code §§1777.5 and 1777.7 shall be in accordance with the rules and procedures of the California Apprenticeship Council. 5.18.7 Employment of Independent Contractors. Pursuant to California Labor Code §1021.5, Contractor shall not willingly and knowingly enter into any agreement with any person, as an independent contractor, to provide any services in connection with the Work where the services provided or to be provided requires that such person hold a valid Contractor's license issued pursuant to California Business and Professions Code §§7000 et seq. and such person does not meet the burden of proof of his/her independent contractor status pursuant to California Labor Code §2750.5. In the event that Contractor shall employ any person in violation of the foregoing, Contractor shall be subject to the civil penalties under California Labor Code §1021.5 and any other penalty provided by law. In addition to the penalties provided under California Labor Code §1021.5, Contractor's violation of this Article or the provisions of California Labor Code §1021.5 shall be deemed an event of Contractor's default under Article 16.1 of these Construction Provisions. The Contractor shall require any Subcontractor or Sub-Subcontractor performing or providing any portion of the Work to adhere to and comply with the foregoing provisions.

5.19 Assignment of Antitrust Claims. Pursuant to California Government Code §4550, the Contractor and its Subcontractor(s), of any tier, hereby offers and agrees to assign to the County all rights, title and interest in and to all causes of action they may have under Section 4 of the Clayton Act, (15 U.S.C. §15) or under the Cartwright Act (California Business and Professions Code §§16700 et seq.), arising from purchases of goods, services or materials hereunder or any Subcontract. This assignment shall be made and become effective at the time the County tenders Final Payment to the Contractor, without further acknowledgment by the parties. If the County receives, either through judgment or settlement, a monetary recovery in connection with a cause of action assigned under California Government Code §§4550 et seq., the assignor thereof shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the County any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the County as part of the Contract Price, less the expenses incurred by the County in obtaining that portion of the recovery. Upon demand in writing by the assignor, the County shall, within one year from such demand, reassign the cause of action assigned pursuant to this Article if the assignor has been or may have been injured by the violation of law for which the cause of action arose: and (i) the County has not been injured thereby; or (ii) the County declines to file a court action for the cause of action.

ARTICLE 6: SUBCONTRACTORS

6.1 Subcontracts.

6.1.1 Any Work performed for the Contractor by a Subcontractor shall be pursuant to a written agreement between the Contractor and such Subcontractor which specifically incorporates by reference the Contract Documents and which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents, including without limitation, the policies of insurance required under Article 7 of these Construction Provisions and obligates the Subcontractor to assume toward the Contractor all the obligations and responsibilities of the Contractor which by the Contract Documents the Contractor assumes toward the County, Construction Manager and the Architect. The foregoing notwithstanding, no contractual relationship shall exist, or be deemed to exist, between any Subcontractor and the County, unless the Contract is terminated and the County, in writing, elects to assume the Subcontract. Each Subcontract for a portion of the Work shall provide that such Subcontract may be assigned to the County if the Contract is terminated by the County pursuant to Article 16 hereof, subject to the prior rights of the Surety obligated under a bond relating to the Contract. During performance of the Work, the Contractor shall, from time to time, as and when requested by the County, the Architect or the Construction Manager provide the County with copies of any and all Subcontracts or Purchase Orders relating to the Work and all modifications thereto. The Contractor's failure or refusal, for any reason, to provide copies of such Subcontracts or Purchase Orders in accordance with the two preceding sentences is Contractor's default of a material term of the Contract Documents.

6.2 Substitution of Listed Subcontractor.

6.2.1 Substitution Process. Any request of the Contractor to substitute a listed Subcontractor will be considered only if such request is in strict conformity with this Article 6 and California Public Contract Code §4107. All costs incurred by the County, including without limitation, the Architect, the Construction Manager, or attorneys' fees in the review and evaluation of a request to substitute a listed Subcontractor shall be borne by the Contractor.

6.2.2 Responsibilities of Contractor Upon Substitution of Subcontractor. The County's consent to Contractor's substitution of a listed Subcontractor shall not relieve Contractor from its obligation to complete the Work within the Contract Time and for the Contract Price. The substitution of a listed Subcontractor shall not, under any circumstance, result in, or give rise to any increase of the Contract Price or the Contract Time on account of such substitution. In the event of the County's consent to the substitution of a listed Subcontractor, the Architect shall determine the extent to which, if any, revised or additional Submittals will be required of the newly substituted Subcontractor. In the event that the Architect determines that revised or additional Submittals are required of the newly substituted Subcontractor, the Architect shall promptly notify the Contractor, in writing, of such requirement. In such event, revised or additional Submittals shall be submitted to Architect not later than fifteen (15) days following the date of the Architect's written notice to the Contractor pursuant to the foregoing sentence; provided that if in the reasonable and good faith judgment of the Architect, the progress of the Work or completion of the Work requires submission of additional or revised Submittals by the newly substituted Subcontractor in less than fifteen (15) days, the Architect shall so state in its written notice to the Contractor. Any revised or additional Submittals required pursuant to this Article 6 shall conform with the requirements of Article 5 of these Construction Provisions. Contractor shall reimburse the County for all fees and costs, including without limitation fees of the Architect or any design consultant to the Architect or the County, incurred or associated with the processing, review and evaluation of any revised or additional

Submittals required pursuant to this Article 6. In the event that additional or revised Submittals are required pursuant to this Article 6, such requirement shall not result in an increase to the Contract Time or the Contract Price.

ARTICLE 7: INSURANCE; INDEMNITY; BONDS

7.1 Insurance.

7.1.1 Refer to document 0011 of the Instructions to Bidders Manual.

7.2 Indemnity.

7.2.1 Unless arising solely out of the active negligence, gross negligence or willful misconduct of the Indemnified Parties (as that term is hereinafter defined), the Contractor shall to the fullest extent permitted by law and in proportion to its own liability, indemnify, defend and hold harmless: (i) the County and its Board of Trustees and its members, officers, employees, agents and representatives (including the County's Inspector and the Construction Manager); (ii) the Architect and its consultants for the Work and their respective agents and employees; and (iii) the Construction Manager and its agents and employees. The foregoing are individually and collectively hereinafter referred to as "the Indemnified Parties." The Contractor's obligations hereunder include indemnity, defense and hold harmless of the Indemnified Parties from and against any and all damages, losses, claims, demands or liabilities whether for damages, losses or other relief, including, without limitation attorney's fees and costs, expert consultant/witness fees and costs which arise, in whole or in part, from the Work, the Contract Documents or the acts, omissions or other conduct of the Contractor or any Subcontractor or any person or entity engaged by them for the Work. The Contractor's obligations under the foregoing include without limitation: (i) injuries to or death of persons; (ii) damage to property (other than the Work itself to the extent such damage to property was or is caused by earthquake or flood); (iii) theft or loss of property, including loss of use; (iv) stop notice claims asserted by any person or entity in connection with the Work for which payment has been made by the County; and (v) other losses, liabilities, damages or costs resulting from, in whole or part, any acts, omissions or other conduct of Contractor, any of Contractor's Subcontractors, of any tier, any person or entity employed directly or indirectly by Contractor or any Subcontractor in connection with the Work and their respective agents, officers or employees. If any action or proceeding, whether judicial, administrative, arbitration or otherwise, shall be commenced on account of any claim, demand, liability or other matter subject to Contractor's obligations hereunder, and such action or proceeding names any of the Indemnified Parties as a party thereto, the Contractor shall, at its sole cost and expense, defend the named Indemnified Parties with counsel reasonably satisfactory to the named Indemnified Parties. If there is any judgment, award, ruling, settlement, or other relief arising out of any claim, demand, liability or other matter subject to the Contractor's obligations hereunder, and which binds the Indemnified Parties, Contractor shall promptly pay, satisfy or otherwise discharge any such judgment, award, ruling, settlement or relief; Contractor shall indemnify and hold harmless the Indemnified Parties from any and all liability or responsibility arising out of any such judgment, award, ruling, settlement or relief. The Contractor's obligations hereunder are binding upon Contractor's Performance Bond Surety and these obligations shall survive notwithstanding Contractor's completion of the Work or the termination of the Contract.

7.3 Payment Bond; Performance Bond.

7.3.1 Prior to commencement of the Work, the Contractor shall furnish a Performance Bond as security for Contractor's faithful performance of the Contract and a Labor and Material Payment Bond as security for payment of persons or entities performing work, labor or furnishing materials in connection with Contractor's performance of the Work under the Contract Documents. The amounts of the Performance Bond and the Payment Bond required hereunder shall be one hundred percent (100%) of the Contract Price. Said Labor and Material Payment Bond and Performance Bond shall be in the form and content set forth in the Contract Documents. The Contractor's obligation to furnish both the Performance Bond and the Labor and Material Payment Bond in strict conformity with this Article 7 is a material obligation of the Contractor. The Surety on any bond required under the Contract Documents shall be a Secured Admitted Surety Insurer as that term is defined in California Code of Civil Procedure Section §995.120. If at any time during performance of the Work, a Surety issuing a bond required by the Contract Documents is not qualified as a secured California Admitted Surety Insurer, within thirty (30) days of the County's written notice to the Contractor of the insufficiency of a Surety, the Contractor shall obtain an alternative bond issued by a Surety who is then a Secured Admitted Surety Insurer. The County reserves the right to request appropriate financial statements and other information from the proposed Surety, pursuant to California Code of Civil Procedure Section 995.660.

ARTICLE 8: CONTRACT TIME

8.1 Substantial Completion of the Work Within Contract Time. Unless otherwise expressly provided in the Contract Documents, the Contract Time is the period of time, including authorized adjustments thereto, allotted in the Contract Documents for achieving Substantial Completion of the Work. The date for commencement of the Work is the date established by the Notice to Proceed issued by the County pursuant to the Agreement, which shall not be postponed by the failure to act of the Contractor or of persons or entities for whom the Contractor is responsible. The date of Substantial Completion is the date certified by the Architect and the Construction Manager as such in accordance with the Contract Documents.

8.2 Progress and Completion of the Work.

8.2.1 Time of Essence. Time limits stated in the Contract Documents are of the essence. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing and achieving Substantial Completion of the Work and for completion of Milestones, if any. The Contractor shall employ and supply a sufficient force of workers, material and equipment, and prosecute the Work with diligence so as to maintain progress, to prevent Work stoppage and to achieve completion of Milestones and Substantial Completion of the Work within the Contract Time.

8.2.2 Substantial Completion. Substantial Completion is that stage in the progress of the Work when the Work is complete in accordance with the Contract Documents so the County can occupy or use the Work for its intended purpose. For building projects, this shall include submission of Test and Balance Reports as described in the Specifications and approval for building occupancy by authorities having jurisdiction. Substantial Completion shall be determined by the Architect, the Construction Manager and the County's Inspector upon request by the Contractor in accordance with the Contract Documents. The good faith and reasonable determination of Substantial Completion by the County, Construction Manager, and the Architect shall be controlling and final.

8.2.3 Project Milestones. The Milestones are identified in document 0006 of the Instructions to Bidders Manual, the work associated with that Milestones shall be completed on or before the defined Milestone Date. Completion of Milestones shall be determined by the Architect and the Construction Manager. The good faith and reasonable determination of completion of each Milestones by the Construction Manager and the Architect shall be controlling and final.

8.2.4 Correction or Completion of the Work Prior to Substantial Completion.

8.2.4.1 Work list. Upon achieving 95% of Substantial Completion for their scope of the Work or when otherwise directed by the County or the Construction Manager, the Contractor shall prepare a written Work List of items remaining to be completed and items requiring further corrective action or repair for their scope of work. The exclusion of, or failure to include, any item on the Work List shall not alter or limit the obligation of the Contractor to complete or correct any portion of the Work in accordance with the Contract Documents. Items remaining on any Notice of Noncompliance issued during construction will be added to the Work List.

8.2.5 Correction or Completion of the Work After Substantial Completion.

8.2.5.1 Punch list. Upon achieving Substantial Completion of the Work, the County, the Construction Manager, the Architect and the Contractor shall jointly inspect the Work and prepare a comprehensive list of items of the Work to be corrected or completed by the Contractor (“the Punch list”). The exclusion of, or failure to include, any item on the Punch list shall not alter or limit the obligation of the Contractor to complete or correct any portion of the Work in accordance with the Contract Documents. Items remaining on any Notice of Noncompliance issued during construction will be added to the Punch list.

8.2.5.2 Time for Completing Punch list Items. Completion of all Punch list items shall be within fifteen (15) days of receipt of the final punch list from the Construction Manager. The Contractor shall promptly and diligently proceed to complete all Punch list items within the time established. In the event that the Contractor shall fail or refuse, for any reason, to complete all Punch list items within the time established, Contractor shall be subject to assessment of Liquidated Damages in accordance with Article 8. The foregoing notwithstanding, if the Contractor fails or refuses to complete all Punch list items, the County may, in its sole and exclusive discretion and without further notice to Contractor, elect to cause the completion of all remaining Punch list items provided, however, that such election by the County is in addition to, and not in lieu of, any other right or remedy of the County under the Contract Documents or at law. If the County elects to complete Punch list items of the Work, pursuant to the foregoing, Contractor shall be responsible for all costs incurred by the County in connection therewith and the County may deduct such costs from the Contract Price then or thereafter due the Contractor; if these costs exceed the remaining Contract Price due to the Contractor, the Contractor and the Performance Bond Surety are liable to County for any such excess costs.

8.2.6 Final Completion. Final Completion is that stage of the Work when all Work has been completed in accordance with the Contract Documents, including without limitation, the performance of all Punch list items noted upon Substantial Completion, and all other Contractor obligations under the Contract Documents have been fully performed by the Contractor. Final Completion shall be determined by acceptance of the Work by the County. The good faith and reasonable determination of Final Completion by the County shall be controlling and final. The commencement date of any warranty or guarantee period under the Contract Documents shall be the date of Final Completion of the Work.

8.2.7 Contractor Responsibility for Multiple Inspections. In the event the Contractor shall request determination of Substantial Completion or Final Completion by the Construction Manager and the Architect and it is determined by the Construction Manager and the Architect that the Work does not then justify certification of Substantial Completion or Final Completion and re-inspection is required at a subsequent time to make such determination, the Contractor shall be responsible for all costs of such re-inspection, including without limitation, the fees of the Architect and the Construction Manager. The County may deduct such costs from the Contract Price then due or thereafter due to the Contractor.

8.3 Progress Schedule.

8.3.1 Preliminary Construction Schedule. The Preliminary Construction Schedule Document 0006 included in the Instructions to Bidders Manual indicates, in graphic form, the estimated rate of progress and sequence of all Work. All time periods specified herein are considered calendar days unless specifically noted otherwise. The purpose of the Preliminary Construction Schedule is to assure adequate bidding, planning and execution of the Work so that it is completed within the Contract Time and to show planned execution of the Work. The Preliminary Construction Schedule indicates activity descriptions, durations, the anticipated start and anticipated finish dates for a select group of activities of work however does not include all activities required to execute the Work. The procurement and fabrication of major items, material and equipment forming a part of, or to be incorporated into, the Work, sequencing and interrelationships among Site construction activities necessary to support construction of the Work as indicated in the Preliminary Construction Schedule are used to assist in bidding, planning and execution of the Work but are not necessarily the exact relationship required for completion of the Work. The Construction Managers development, management and enforcement of schedule requirements of the Contract Documents shall not be deemed Construction Managers control over or assumption of construction means, methods or sequences by the Construction Manager, all of which remain the Contractor’s responsibility. The Contractor may submit a schedule depicting completion of the Work in a duration shorter than the Contract Time provided that such schedule shall not be a basis for adjustment to the Contract Price in the event that completion of the Work shall occur after the time depicted therein, nor shall such schedule be the basis for any extension of the Contract Time. The Contractor's entitlement to any extension of the Contract Time shall be based upon the Contract Time and not on any shorter duration which may be depicted in the Contractor's schedule. Float time, if any, in the Final Construction Schedule shall not be for the benefit of the County, Construction Manager or the Contractor; float time is for the benefit of the Work. As used herein, "float time" shall be deemed to refer to the time between the earliest start date and the latest start date, or between the earliest finish date and the latest finish date of each activity shown on the Final Construction Schedule. The Contractor shall not sequester shared float through such strategies as extending activity duration estimates to consume available float, using preferential logic, using extensive crew/resource sequencing, etc. Since float time within the schedule is jointly owned, no time extensions will be granted nor delay damages paid until a delay occurs which extends the work beyond the Contract completion date. Since float time within the Final Construction Schedule is jointly owned, it is acknowledged that County caused delays on the project may be offset by County caused time savings (i.e. critical path submittals returned in less time than allowed by the Contract, approval of substitution requests which result in a savings of time to the Contractor, etc.). In such an event, the Contractor shall not be entitled to receive a time extension or delay damages until all County caused time savings are exceeded and the Contract completion date is also exceeded.

8.3.2 Pull Planning Meetings and Develop of the Final Construction Schedule. The Construction Manager and the Contractor will conduct pull planning meetings to establish the detailed activities required for execution of the Work within the Milestones established in document 0006 of the Instructions to Bidders Manual. The Final Construction Schedule will be for the overall duration of the Work which incorporates comments from the Contractor from pull planning meetings. Pull Planning Meetings will be held within ten (10) days of the receipt of the Notice to Proceed. In the event that the activities provided during the pull planning meetings exceed the Milestone dates noted in the document 0006 of the Instructions to Bidders Manual, additional Pull Planning Meetings may be conducted to revise and modify the Construction Schedule. Upon the Construction Manager's reveiw of the activities of a Construction Schedule and that the Construction Schedule meets the Milestone dates of the Contract Time, the Contraction Schedule shall be deemed the "Final Construction Schedule." The Construction Manager's reveiw of a Construction Schedule shall be for the sole and limited purpose of determining conformity with the requirements of the Contract Documents. The Final Construction Schedule shall not operate to limit or restrict any of Contractor's obligations under the Contract Documents nor relieve the Contractor from the full, faithful and timely performance of such obligations in accordance with the terms of the Contract Documents. If the Final Construction Schedule depicts completion of the Work in a duration shorter than the Contract Time, the same shall not be a basis for an adjustment of the Contract Time or the Contract Price if actual completion of the Work occurs after the time depicted in such an Final Construction Schedule. In such event, the Contract Price shall not be subject to adjustment on account of any additional costs incurred by the Contractor to complete the Work prior to the Contract Time, as adjusted in accordance with the terms of the Contract Documents. Any adjustment of the Contract Time or the Contract Price shall be based upon the Contract Time set forth in the Contract Documents and not any shorter duration, which may be depicted in the Final Construction Schedule.

8.3.3 Revisions to Final Construction Schedule. If progress of the Work or the sequencing of the activities of the Work materially differs from that indicated in the Final Construction Schedule, as determined by the Construction Manager in its reasonable discretion and judgment, the Construction Manager may direct the Contractor attend another Pull Planning Meeting to revise the Final Construction Schedule.

8.3.4 Updates to Final Construction Schedule. The Construction Manager will monitor and update the Final Construction Schedule on a weekly basis and publish the updated schedule for the Contractors execution of the Work. The Contractor shall also submit upon review of the schedule to the Construction Manager a narrative statement including a description of current and anticipated problem areas of the Work, delaying factors and their impact, and an explanation of corrective action taken or proposed by the Contractor. If the progress of the Work is behind the Final Construction Schedule, the Contractor shall indicate what measures will be taken to place the Work back on schedule. The Construction Manager may, from time to time, and in the Construction Manager's sole and exclusive discretion, transmit to the Contractor's Performance Bond Surety the narrative statement described hereinabove. The Construction Manager's election to transmit, or not to transmit such information, to the Contractor's Performance Bond Surety shall not limit the Contractor's obligations under the Contract Documents.

8.3.5 Contractor Time Schedule Recovery Plan. If at any time during the project the Contractor fails to complete any activity by its latest scheduled completion date, which late completion will impact the end date of the work past the contract completion date or Milestone date, the Contractor shall, within five (5) working days, submit to the Construction Manager a written statement as to how and when the Contractor will reorganize its work force to return to the

current Final Construction Schedule completion or Milestone dates. Whenever it becomes apparent from the current progress evaluation and updated Construction Schedule data that any Milestone Date(s) or the Contract completion date will not be met, the Contractor shall take some or all of the following actions: (1) Increase construction staff in such quantities and crafts as shall substantially eliminate the backlog of work and meet the current Contract completion date. (2) Increase the number of working hours per shift, the number of shifts per day, the number of work days per week, or the amount of construction equipment, or any combination of the foregoing sufficient to substantially eliminate the backlog of work. (3) Reschedule work items to achieve concurrent accomplishment of work activities. Under no circumstances will the addition of equipment or construction forces, increasing the working hours, or any other method, manner, or procedure to return to the contractually required completion dates be considered justification for additional cost to the County or treated as an acceleration unless specifically directed by the County as set forth in Article 8.

8.3.6 County Requested Contractor Acceleration. The County reserves the right to accelerate the work of the Contract. In the event that the County directs acceleration, such directive will be only in written form. The Contractor shall keep cost and other project records related to the acceleration directive separately from normal project costs and shall provide a written record of acceleration cost to the County on a daily basis. In the event that the Contractor believes that some action or inaction on the part of the County constitutes an acceleration directive, the Contractor shall immediately notify the County in writing that the Contractor considers the actions an acceleration directive. This written notification shall detail the circumstances of the acceleration directive. The Contractor shall not accelerate its work efforts until the County responds to the written notification. If acceleration is then directed or required by the County, all cost records referred to above shall be maintained by the Contractor and provided to the County on a daily basis. In order to recover additional costs due to acceleration, the Contractor must document that additional expenses were incurred and paid by the Contractor. Labor costs recoverable will be only overtime or shift premium costs or the cost of additional workers brought to the site to accomplish the accelerated work effort. Equipment costs recoverable will be only the cost of added equipment mobilized to the site to accomplish the accelerated work effort.

8.3.7 Contractor Responsibility for Construction Schedule. The Contractor shall be responsible for the participation in preparation of the Final Construction Schedules in conjunction with the Construction Manager by participating in Pull Planning Meetings. Failure of the Contractor to participate in Pull Planning Meetings may be deemed by the County as the Contractor's default in the performance of a material obligation under Contract Documents. The Contract Price shall not be subject to adjustment on account of costs, fees or expenses incurred or associated with the participation in Pull Planning Meetings or providing the Construction Manager information required to update the Construction Schedules.

8.4 Adjustment of Contract Time. If Substantial Completion or completion of a Milestone is delayed, adjustment, if any, to the Contract Time on account of such delay shall be in accordance with this Article.

8.4.1 Excusable Delays. If Substantial Completion of the Work or completion of a Milestone is delayed by Excusable Delays, the Contract Time shall be subject to adjustment for such reasonable period of time. Excusable Delays shall not result in any increase in the Contract Price. Excusable Delays refer to unforeseeable and unavoidable casualties or other unforeseen causes beyond the control, and without fault or neglect, of the Contractor, any Subcontractor, Material Supplier or other person directly or indirectly engaged by the Contractor any Subcontractor or Material Supplier in performance of any portion of the

Work. Excusable Delays include unanticipated and unavoidable labor disputes, unusual and unanticipated delays in transportation of equipment, materials or Construction Equipment reasonably necessary for completion and proper execution of the Work, and unanticipated unusually severe weather conditions. Neither the financial resources of the Contractor any Subcontractor or Material Supplier, or any person or entity directly or indirectly engaged by the Contractor in performance of any portion of the Work shall be deemed conditions beyond the control of the Contractor. If an event of Excusable Delay occurs, the Contract Time shall be subject to adjustment hereunder only if the Contractor establishes: (i) full compliance with all applicable provisions of the Contract Documents relative to the method, manner and time for Contractor's notice and request for adjustment of the Contract Time; (ii) that the event(s) forming the basis for Contractor's request to adjust the Contract Time are outside the reasonable control and without any fault or neglect of the Contractor or any person or entity directly or indirectly engaged by Contractor in performance of any portion of the Work; and (iii) that the event(s) forming the basis for Contractor's request to adjust the Contract Time directly and adversely impacted the critical path of the Work as indicated in the Final Construction Schedule or the most recent updated Final Construction Schedule relative to the date(s) of the claimed event(s) of Excusable Delay. The foregoing provisions notwithstanding, the Contract Time shall not be adjusted for rain related to unusually severe weather conditions until and unless the actual number of Rain Days during performance of the Work shall exceed those noted in Article 2 of these Construction Provisions and such additional Rain Days shall have directly and adversely impacted the progress of the Work with respect to the Critical Path, as depicted in the Final Construction Schedule or the most recent updated Final Construction Schedule relative to the date(s) of such additional Rain Days. When delays are experienced by the Contractor and a time extension is requested, the Contractor shall submit to the Construction Manager a written Time Impact Analysis illustrating the influence of all changes or all delays on the current project completion date. The time impact analysis shall be constructed on an As-Built Schedule Analysis approach. The As-Built Schedule that is created shall incorporate all actual start and finish dates, actual durations of activities, and actual sequences of construction (referred to as the As-Built Logic) current as of the time the Time Impact Analysis is performed. This Time Impact Analysis shall incorporate all delays (including County, Contractor and third party delays without exception) in the time frame that they actually occurred with actual logic ties. The As-Built Schedule data shall be obtained from the most recent approved monthly schedule update. The As-Built Schedule shall be created as an early start schedule with the actual start and finish dates coinciding with the early start and finish dates from the most recent approved monthly schedule update. The As-Built Schedule shall show the original activity durations equal to the actual duration and the actual logic driving all activities. The critical path will be established and all County caused delays on the critical path will be identified. The time extension will be based solely upon the cumulative duration of all County and third party caused delays (as set forth in the Delay Clause of these Contract Documents) which are on the critical path. Any time extensions to the project's interim Milestone Dates, if any, shall be no-cost time extensions only. Each Time Impact Analysis shall demonstrate the estimated time impact based on the events of delay, the date that direction was given to the Contractor, the status of construction at that point in time, and the event time computation of all activities affected by the change or delay. The event times used in the analysis shall be those included in the latest Final Construction Schedule, in effect at the time the change or delay was encountered.

8.4.2 Compensable Delays. If Substantial Completion of the Work is delayed and such delay is caused by the acts or omissions of the County, the Architect, or a separate contractor

employed by the County (collectively "Compensable Delays"), upon Contractor's request and notice, in strict conformity with Articles 8 and 10 of these Construction Provisions, the Contract Time will be adjusted by Change Order for such reasonable period of time as determined by the Architect and the County. In accordance with California Public Contract Code §7102, if the Contractor's progress is delayed by any of the events described in the preceding sentence, Contractor shall not be precluded from the recovery of damages directly and proximately resulting therefrom, provided that the County is liable for the delay, the delay is unreasonable under the circumstances involved and the delay was not within the reasonable contemplation of the County and the Contractor at the time of execution of the Agreement. In such event, Contractor's damages, if any, shall be limited to direct, actual and unavoidable additional costs of labor, materials or Construction Equipment directly resulting from such delay, and shall exclude indirect or other consequential damages. Except as expressly provided for herein, Contractor shall not have any other claim, demand or right to adjustment of the Contract Price arising out of delay, interruption, hindrance or disruption to the progress of the Work. Adjustments to the Contract Price and the Contract Time, if any, on account of Changes to the Work or Suspension of the Work shall be governed by the applicable provisions of the Contract Documents, including without limitation, Articles 10 and 15 of these Construction Provisions.

8.4.3 Unexcusable Delays. Unexcusable Delays refer to any delay to the progress of the Work caused by events or factors other than those specifically identified in Article 8. Neither the Contract Price nor the Contract Time shall be adjusted on account of Unexcusable Delays.

8.4.4 Procedure for Adjustment of Contract Time. The Contract Time shall be subject to adjustment only in strict conformity with applicable provisions of the Contract Documents. Failure of Contractor to request adjustment(s) of the Contract Time in strict conformity with applicable provisions of the Contract Documents shall be deemed Contractor's waiver of the same.

8.5 Limitations Upon Adjustment of Contract Time on Account of Delays. Any adjustment of the Contract Time on account of an Excusable Delay or a Compensable Delay shall be limited as set forth herein. If an Excusable Delay and a Compensable Delay occur concurrently, the maximum extension of the Contract Time shall be the number of days from the commencement of the first delay to the cessation of the delay which ends last. If an Unexcusable Delay occurs concurrently with either an Excusable Delay or a Compensable Delay, the maximum extension of the Contract Time shall be the number of days, if any, which the Excusable Delay or the Compensable Delay exceeds the period of time of the Unexcusable Delay. In addition to the foregoing imitations upon extension of the Contract Time, no adjustment of the Contract Time shall be made on account of any Excusable Delays or Compensable Delay s unless such delay(s) actually and directly impact Work or Work activities on the critical path of the then current and updated Approved Construction Schedule as of the date on which such delay first occurs. The County shall not be deemed in breach of, or otherwise in default of any obligation hereunder, if the County shall deny any request by the Contractor for an adjustment of the Contract Time for any delay which does not actually and directly impact Work or Work activities on the critical path of the then current and updated Final Construction Schedule.

8.5.1 Liquidated Damages. Should the Contractor neglect, fail or refuse to achieve Substantial Completion of the Work within the Contract Time, as adjusted, the Contractor agrees to pay to the County the amount of per diem Liquidated Damages set forth in Article 2 of these Construction Provisions, not as a penalty but as Liquidated Damages, for every day beyond the Contract Time, as adjusted, until Substantial Completion of the Work is achieved. The Liquidated Damages amounts set forth in the Article 2 are agreed upon by and between the

Contractor and the County because of the difficulty of fixing the County's actual damages in the event of delayed completion of the Work. The Contractor and the County specifically agree that said amount is a reasonable estimate of the County's damage in such event, and that such amount does not constitute a penalty. Liquidated Damages may be deducted from the Contract Price then or thereafter due the Contractor. The Contractor and the Surety shall be liable to the County for any Liquidated Damages exceeding any amount of the Contract Price then held or retained by the County. Notwithstanding achievement of Substantial Completion of the Work, if the Contractor fails or refuses, for any reason, to promptly and diligently commence performance of all Punch list items noted upon Substantial Completion, and to complete the same within a reasonable time, as determined in accordance with the Contract Documents, the Contractor shall be liable to the County for the per diem Liquidated Damages, if any, set forth in Article 2 of these Construction Provisions, from the date that such items should have been corrected or completed until the date that all such items are actually corrected or completed. If the Contractor fails or refuses to correct or complete Punch list items noted upon Substantial Completion, and the County elects to exercise its right to cause completion or correction of such items, the County's assessment of Liquidated Damages pursuant to the foregoing shall be in addition, and not in lieu of, the County's right to charge Contractor with the cost of completing or correcting such items of the Work. The Contractor and the County acknowledge and agree that the provisions of this Article are reasonable under the circumstances existing at the time of the Contractor's execution of the Agreement.

ARTICLE 9: CONTRACT PRICE

9.1 Contract Price. The Contract Price is the amount stated in the Agreement. The County's payment of the Contract Price to the Contractor shall be in accordance with the Contract Documents.

9.2 Cost Breakdown. Within fifteen (15) days of the execution of the Agreement by Contractor and County, Contractor shall furnish to the Construction Manager a detailed estimate and complete Cost Breakdown of the Contract Price. The Cost Breakdown shall be subject to the review and approval of the form and content thereof by the County, Construction Manager and Architect. If there are objections to any portion of the Cost Breakdown, within ten (10) days of the Contractor’s submission of the Cost Breakdown, the Contractor will be notified, of objection(s) to the Cost Breakdown. Within five (5) days of the date of the written objection(s), Contractor shall submit a revised Cost Breakdown for review and approval. The foregoing procedure for the preparation, review and approval of the Cost Breakdown shall continue until the entirety of the Cost Breakdown has been approved. Once the Cost Breakdown is approved, the Cost Breakdown shall be referred to as the Original Cost Breakdown and shall not be thereafter modified or amended by the Contractor without the prior consent and approval of the County or Construction Manager, which may be granted or withheld in the sole reasonable discretion of the County. Construction Manager and Contractor agree that the Cost Breakdown may be modified or amended during the course of the Work, and thus reflected on the face of the billing in separate columns to allow for changes and the Contractor’s normal internal change order process in order to support the Contractor’s Applications for Payment and the lien release documentation required to be submitted by the Contractor’s Subcontractors and Material Suppliers in support of each Application for Payment. Notwithstanding any provision of the Contract Documents to the contrary, payment of the Contractor's overhead and profit and General Conditions, as the costs for such items are reflected in the Cost Breakdown, shall be made by the County in equal installments with its disbursements of Progress Payments and the Final Payment with

the amount of each such installment equal to the aggregate amount of such items as reflected in the Cost Breakdown divided by the number of months of the Contract Time.

9.3 Progress Payments.

9.3.1 Applications for Progress Payments. During the Contractor's performance of the Work, the Contractor shall submit monthly, a draft copy of the Application for Progress Payment to the Construction Manager on the 20th of each month via Textura. The Construction Manager and Architect will review the percentages complete for each item on the Schedule of Values and come to an agreement on the earned value for the Contract projected to the final day of the month, as well as the Change Orders that will be credited to the current Application. The Contractor will make the agreed-upon changes and will submit the final copy of the Application on the last working day of each month to the Construction Manager via Textura. Applications for Progress Payments are to be submitted via Textura. Values utilized in Textura shall be based upon the approved Cost Breakdown pursuant to Article 9 and such values shall be only for determining the basis of Progress Payments to Contractor, and shall not be considered as fixing a basis for adjustments, whether additive or deductive, to the Contract Price, or for determining the extent of Work actually completed.

9.3.2 Construction Managers and County’s Review of Applications for Progress Payments. For purposes of this Article 9.3.2, an Application for Progress Payment shall be deemed "proper" only if it is submitted via Textura, with all of the requested information and accurately provided by the Contractor and such completed Application for Progress Payment is accompanied by: (i) duly completed and executed forms of Conditional Waiver and Release of Rights Upon Progress Payment in accordance with California Civil Code §3262 of the Contractor, all Subcontractors of any tier, and Material Suppliers covering the Progress Payment requested; (ii) duly completed and executed forms of Unconditional Waiver and Release of Rights upon Progress Payment in accordance with California Civil Code §3262 from the Contractor, all Subcontractors of any tier, and Material Suppliers covering Progress Payments for prior Applications for Payment that the Contractor received at least thirty (30) days prior to the current Application for Payment; (iii) upon the County’s written request, based on a reasonable belief that payments have not been timely made to appropriate union trust funds, a current union statement reflecting that the Contractor and any Subcontractor of any tier, are current in the payment of any supplemental fringe benefits required pursuant to any collective bargaining agreement to which the Contractor or any such Subcontractor is a party to or is otherwise bound by; In accordance with Public Contract Code §20104.50, an Application for Progress Payment determined by the County or Construction Manager not to be a proper Application for Progress Payment shall be returned to the Contractor as soon as is practicable after receipt of the same from the Contractor, but in no event not more than seven (7) days after the County or Construction Manager's receipt thereof. The return of any Application for Progress Payment pursuant to the preceding sentence shall be accompanied by a written document setting forth the reason(s) why the Application for Progress Payment is not proper or complete.

9.3.3 Review of Applications for Progress Payments. Upon receipt of an Application for Progress Payment, the Architect and the Construction Manager shall inspect and verify the Work to determine whether it has been performed in accordance with the terms of the Contract Documents and to determine the portion of the Application for Progress Payment which is properly due to the Contractor under the terms of the Contract Documents.

9.3.4 Construction Manager's Disbursement of Progress Payments. Timely Disbursement of Progress Payments. Refer to document 0005 in the Instructions to Bidder's Manual for information on disbursement of progress payments.

9.3.4.1 No Waiver of Defective or Non-Conforming Work. The approval of any Application for Progress Payment or the disbursement of any Progress Payment to the Contractor shall not be deemed nor constitute acceptance of defective Work or Work not in conformity with the Contract Documents.

9.3.5 Progress Payments for Changed Work. The Contractor's Applications for Progress Payment may include requests for payment on account of Changes in the Work for which a Change Order has been issued. Except as provided for herein, no other payment shall be made for Changes in the Work.

9.3.6 Materials or Equipment Not Incorporated Into the Work.

9.3.6.1 Limitations Upon Payment. Except as expressly provided for herein, no payments shall be made on account of any item of the Work, including without limitation, materials or equipment which, at the time of the Contractor's submittal of an Application for Progress Payment, has/have not been incorporated into and made a part of the Work.

9.3.6.2 Materials or Equipment Delivered and Stored at the Site. The County and Construction Manager may, in its sole and exclusive discretion, make payment for materials or equipment not yet incorporated into the Work if, at or prior to the time of the Contractor's submittal of a an Application for Progress Payment incorporating therein a request for payment of such materials or equipment if all of the following are complied with: (a) the materials or equipment have been delivered to the Site; (b) adequate arrangements, reasonably satisfactory to the County, have been made by the Contractor to store and protect such materials or equipment at the Site including without limitation, insurance reasonably satisfactory to the County, covering and protecting against the risk of loss, destruction, theft or other damage to such materials or equipment while in storage; The Contractor acknowledges that the discretion to make, or not to make, payment for materials or equipment delivered or stored at the site of the Work pursuant to the preceding sentence shall be exercised exclusively by the County; the County's exercise of discretion not to make payment for materials or equipment delivered or stored at the Site, but not yet incorporated into the Work shall not be deemed the County's default hereunder. In the event that the County shall elect to make payment for materials or equipment delivered and stored at the Site, the costs and expenses incurred to comply with the requirements of (b) and (c) of this Article shall be borne solely and exclusively by the Contractor and no payment shall be made by the County on account of such costs and expenses.

9.3.6.3 Materials or Equipment Not Delivered or Stored at the Site. The County may, in its sole and exclusive discretion, elect to make payment for materials or equipment not incorporated into the Work and which are not delivered or stored at the Site at or prior to the time of the Contractor's submittal of an Application for Progress Payment. Payment for stored materials: Materials, equipment and associated components that are in compliance with the approved submittals and will be incorporated into the structure, may be taken into consideration in computing payment requests, provided the material is properly stored in a warehouse, storage yard or similar suitable place as may be approved by the Construction Manager. The Contractor will remain responsible for all such stored materials. 1.) Payment for materials, equipment and associated components stored onsite will be 95% of valid invoice, indicating the unit of quantity, description of the material or equipment and cost. 2.) Payment for materials, equipment and associated components stored offsite will be 95% - less 5% retention of valid invoice, indicating the unit of quantity, description of material or

equipment or costs. Before such payment is made the Contractor shall furnish County with a certified statement giving the exact location of the material or equipment, stating that such material or equipment is properly fabricated, stored and protected, and that it will not be diverted for use or installation at a different project. The Contractor shall furnish the County with copies of material or equipment invoices, properly executed bills of sale and a certificate of insurance coverage for material upon which payment is being made. All material and work covered by payments made will thereupon become the sole property of the County. The Contractor shall provide arrangements for the Construction Manager to inspect the stored materials and shall ensure that all materials are clearly marked “Property of San Mateo County.”

9.3.6.4 Materials or Equipment in Fabrication or Transit. The provisions of this Article 9.3.6 notwithstanding, the County or Construction Manager shall not make any payment on account of any materials or equipment which are in the process of being fabricated or which are in transit to the Site or other storage location.

9.3.7 Exclusions From Progress Payments. In addition to the County and Construction Manager's right to withhold disbursement of any Progress Payment provided for in the Contract Documents, neither the Contractor's Application for Progress Payment shall include, nor shall the County or Construction Manager be obligated to disburse any portion of the Contract Price for amounts which the Contractor does not intend to pay any Subcontractor, of any tier, or Material Supplier because of a dispute or any other reason.

9.4 Final Payment.

9.4.1 Application for Final Payment. When the Contractor has achieved Final Completion of the Work and has otherwise fully performed its obligations under the Contract Documents, the Contractor shall submit an Application for Final Payment. Thereupon, the Architect and the Construction Manager will promptly make a final inspection of the Work and when the Architect and the Construction Manager find the Work acceptable under the Contract Documents and that the Contract has been fully performed by the Contractor, the Architect and Construction Manager will thereupon promptly approve the Application for Final Payment, stating that to their best knowledge, information and belief, the Work has been completed in accordance with the terms of the Contract Documents. The Final Payment shall include the remaining balance of the Contract Price and any retention from Progress Payments previously withheld by the Construction Manager.

9.4.2 Conditions Precedent to Disbursement of Final Payment. Neither Final Payment nor any remaining Contract Price shall become due until the Contractor submits to the County each and all of the following, the submittal of which are conditions precedent to the County's obligation to disburse the Final Payment: (i) to the extent of Progress Payments received by the Contractor under prior Applications for Progress Payment, the Contractor shall provide an affidavit or certification by the Contractor that payrolls, bills for materials and other indebtedness incurred in connection with the Work for which the County or the County's property may or might be responsible or encumbered have been paid or otherwise satisfied; (ii) consent of the Surety on the Labor and Material Payment Bond and Performance Bond, to Final Payment if required; (iii) duly completed and executed forms of Conditional or Unconditional Waivers and Releases of rights upon Final Payment of the Contractor, Subcontractors of any tier and Material Suppliers in accordance with California Civil Code §3262, with each of the same stating that there are, or will be, no claims for additional compensation after disbursement of the Final Payment; (iv) Operations and Maintenance manuals and separate warranties provided by any manufacturer or distributor of any materials or equipment incorporated into the Work; (v) the Record Drawings; (vi) any and all

other items or documents required by the Contract Documents to be delivered to the County upon completion of the Work; and (vii) if required by the County, such other data establishing payment or satisfaction of obligations such as receipts, releases and waivers of liens, stop notices, claims, security interest or encumbrances arising out of the Contract to the extent and in such form as may be required by the County.

9.4.3 Disbursement of Final Payment. Provided that the County is then in receipt of all documents and other items in Article 9.4.2 above as conditions precedent to the County's obligation to disburse Final Payment, not later than sixty (60) days following Final Acceptance the County shall disburse the Final Payment to the Contractor. Pursuant to California Public Contract Code §7107, if there is any dispute between the County and the Contractor at the time that disbursement of the Final Payment is due, the County may withhold from disbursement of the Final Payment an amount not to exceed one hundred fifty percent (150%) of the amount in dispute.

9.4.4 Waiver of Claims. The Contractor's acceptance of the Final Payment is a waiver and release by the Contractor of any and all claims against the County and Construction Manager for compensation or otherwise in connection with the Contractor's performance of the Contract.

9.4.5 Claims Asserted After Final Payment. Any lien, stop notice or other claim filed or asserted after the Contractor's acceptance of the Final Payment by any Subcontractor, of any tier, laborer, Material Supplier or others in connection with or for Work performed under the Contract Documents shall be the sole and exclusive responsibility of the Contractor who further agrees to indemnify, defend and hold harmless the County, Construction Manager and its officers, agents, representatives and employees from and against any claims, demands or judgments arising or associated therewith, including without limitation attorney's fees incurred by the County and Construction Manager in connection therewith. In the event any lien, stop notice or other claim of any Subcontractor, Laborer, Material Supplier or others performing Work under the Contract Documents remain unsatisfied after Final Payment is made, Contractor shall refund to County and / or Construction Manager all monies that the County and / or Construction Manager may pay or be compelled to pay in discharging any lien, stop notice or other claim, including, without limitation all costs and reasonable attorney's fees incurred by County and Construction Manager in connection therewith.

9.5 Withholding of Payments.

9.5.1 The County and Construction Manager may withhold any Progress Payment or the Final Payment, in whole or in part, to the extent it may deem advisable to protect the County and Construction Manager on account of: (i) defective Work or Work not in conformity with the requirements of the Contract Documents which is not remedied; (ii) failure of the Contractor to make payments when due Subcontractors or Material Suppliers for materials or labor; (iii) claims filed or reasonable evidence of the probable filing of claims by Subcontractors, laborers, Material Suppliers, or others performing any portion of the Work under the Contract Documents for which the County and Construction Manager may be liable or responsible including, without limitation, Stop Notice Claims filed with the County pursuant to California Civil Code §3179 et seq.; (iv) a reasonable doubt that the Work can be completed for the then unpaid balance of the Contract Price; (v) tax demands filed in accordance with California Government Code §12419.4; (vi) other claims, penalties and/or forfeitures for which the County and Construction Manager is required or authorized to retain funds otherwise due the Contractor; (vii) any amounts due from the Contractor to the County and Construction Manager under the terms of the Contract Documents, including

but not limited to assessed liquidated damages in delay of completion; or (viii) the Contractor's failure to perform any of its obligations under the Contract Documents or its default under the Contract Documents or its failure to maintain adequate progress of the Work. In addition to the foregoing, the County or Construction Manager shall not be obligated to process any Application for Progress Payment or Final Payment, nor shall Contractor be entitled to any Progress Payment or Final Payment so long as any lawful or proper direction concerning the Work or the performance thereof or any portion thereof, given by the County, Construction Manager, the Architect or any public authority having jurisdiction over the Work, or any portion thereof, shall not be fully and completely complied with by the Contractor. When the County and Construction Manager is reasonably satisfied that the Contractor has remedied any such deficiency, payment shall be made of the amount withheld.

9.6 Payments to Subcontractors.

9.6.1 The Contractor shall pay all Subcontractors for and on account of Work of the Contract performed by such Subcontractors in accordance with the terms of their respective subcontracts and as provided for pursuant to California Public Contract Code §10262, the provisions of which are deemed incorporated herein by this reference, no later than seven (7) days after receipt of each progress payment,. In the event of the Contractor's failure to make payment to Subcontractors in conformity with California Public Contract Code §10262, the provisions of California Public Contract Code §10253 shall apply; by this reference, the provisions of California Public Contract Code §10253 are incorporated herein in its entirety, except that the references in said Section 10253 to "the director" shall be deemed to refer to the County.

ARTICLE 10: CHANGES

10.1 Changes in the Work.

10.1.1 The County or Construction Manager, at any time, by Construction Change Directive or Change Order, may make Changes within the general scope of the Work under the Contract Documents or issue additional instructions, require additional Work or direct deletion of Work. The Contractor shall not proceed with any Change involving an increase or decrease in the Contract Price or the Contract Time without prior written authorization from the County or Construction Manager or governmental agencies with jurisdiction over the Work or the Change, including without limitation, the County or Redwood City. The foregoing notwithstanding, the Contractor shall promptly commence and diligently complete any authorized Change to the Work; the Contractor shall not be relieved or excused from its prompt commencement and diligent completion of any authorized Change by virtue of the absence or inability of the Contractor and the County or Construction Manager to agree upon the extent of any adjustment to the Contract Time or the Contract Price on account of such Change. The issuance of a Change Order pursuant to this Article 10 in connection with any Change authorized by the County or Construction Manager under this Article 10 shall not be deemed a condition precedent to Contractor's obligation to promptly commence and diligently complete an authorized Change. The County and Construction Manager's right to make Changes shall not invalidate the Contract nor relieve the Contractor of any liability or other obligations under the Contract Documents. Any requirement of notice of Changes in the scope of Work to the Surety shall be the responsibility of the Contractor. Changes to the Work depicted or described in the Drawings or the Specifications shall be subject to Architect’s approval. The County may make Changes to bring the Work or the

Project into compliance with environmental requirements or standards established by state or federal statutes and regulations enacted after award of the Contract.

10.2 Contractor Submittal of Rough Order Magnitude (ROM) and Proposed Change Order (PCO).

10.2.1 Within five (5) days after receipt of a Request for Proposal (RFP) directing a Change in the Work, the Contractor shall submit to the Construction Manager a range of magnitude (ROM). Within ten (10) days after receipt of a RFP directing a Change in the Work, the Contractor shall submit to the Construction Manager a Proposed Change Order (PCO) detailed written statement setting forth the general nature of the Change and the amount of any adjustment to the Contract Price on account thereof, properly itemized and supported by sufficient substantiating data to permit evaluation in the opinion of the Construction Manager or the Architect of the same, and the extent of adjustment of the Contract Time, if any, required by such Change. No claim or adjustment to the Contract Price or the Contract Time shall be allowed if not asserted by the Contractor in strict conformity herewith or if asserted after Final Payment is made under the Contract Documents.

10.3 Adjustment to Contract Price and Contract Time on Account of Changes to the Work.

10.3.1 Adjustment to Contract Price. Adjustments to the Contract Price due to Changes in the Work shall be determined by application of one of the following methods, in the following order of priority:

10.3.1.1 Mutual Agreement. By negotiation and mutual agreement, on a lump sum basis, between the County, Construction Manager and the Contractor on the basis of the estimate of the actual and direct increase or decrease in costs on account of the Change. Upon request of the County, Construction Manager or the Architect, the Contractor shall provide a detailed estimate of increase or decrease in costs directly associated with performance of the Change along with cost breakdowns of the components of the Change and supporting data and documentation. The Contractor's estimate of increase or decrease in costs pursuant to the foregoing, if requested, shall be in sufficient detail and in such form as to allow the County, Construction Manager and the Architect to review and assess the completeness and accuracy thereof. The Contractor shall be solely responsible for any additional costs or additional time arising out of, or related in any manner to, its failure to provide the estimate of costs within the time specified in the request of the County, Construction Manager or the Architect for such estimate.

10.3.1.2 Time and Material. The County may elect to direct the Contractor to proceed with work and perform on a time and material basis. Time and material slips shall be submitted and signed by the Construction Manager on the same day the work in question is performed. Slips shall be made in duplicate, one copy to be retained by the Construction Manager following that day’s Work, one copy to be returned to the Contractor. The final copy is to be submitted by the Contractor with a change order once the work is complete.

10.3.1.3 Unit Prices. If any item or component of the Work was bid as a Unit Price Item, adjustment of the Contract Price for quantity variations of Unit Price Items will be based upon prices proposed by the Contractor, unless the County reasonably determines that the price proposed for a Unit Price Item does not reasonably reflect marketplace costs, in which event the adjustment of the Contract Price will be based upon reasonable cost. Unless otherwise expressly provided, prices for Unit Price Items are inclusive of all direct, indirect and administration costs as well as profit.

10.3.1.4 Determination by the County. By the County or Construction Manager, whether or not negotiations are initiated pursuant to Article 10 above, based upon actual and necessary

costs incurred by the Contractor as determined by the County or Construction Manager on the basis of the Contractor's records. In the event that the procedure set forth in this Article 10 is utilized to determine the extent of adjustment to the Contract Price on account of Changes to the Work, promptly upon determining the extent of adjustment to the Contract Price, the County or Construction Manager shall notify the Contractor in writing of the same; the Contractor shall be deemed to have accepted the County or Construction Manager's determination of the amount of adjustment to the Contract Price on account of a Change to the Work unless Contractor shall notify the County and the Construction Manager in writing, not more than five (5) days from the date of the County or Construction Manager's written notice, of any objection to the County or Construction Manager's determination. Failure of the Contractor to timely notify the County and the Construction Manager of the Contractor's objections to the County or Construction Manager's determination of the extent of adjustment to the Contract Price shall be deemed Contractor's acceptance of the County or Construction Manager's determination and a waiver of any right or basis of the Contractor to thereafter protest or otherwise object to the County or Construction Manager's determination. Notwithstanding any objection of the Contractor to the County or Construction Manager's determination of the extent of any adjustment to the Contract Price pursuant to this Article, Contractor shall, pursuant to Article 10.6 below, diligently proceed to perform and complete any such Change.

10.3.2 Basis for Adjustment of Contract price and Allowances. If Changes in the Work require an adjustment of the Contract Price pursuant to Article 10, the basis for adjustment of the Contract Price shall be as stated below. Charges against the Allowances within the Contract Price shall be made as stated below, except that no adjustment to the Contract Price will be made.

10.3.2.1 Labor. Contractor shall be compensated for the costs of labor actually and directly utilized in the performance of the Change. Such labor costs shall be limited to field labor for which there is a prevailing wage rate classification. Wage rates for labor shall be the prevailing wage rates or union rates in the locality of the site and shall be in the labor classification(s) necessary for the performance of the Change. Use of a labor classification, which would increase labor costs associated with any Change, shall not be permitted. If wage rates paid are higher than prevailing or union rates, then they must be substantiated with certified payroll reports documenting that a worker has been paid above market rates. Labor costs shall exclude costs incurred by the Contractor in preparing estimate(s) of the costs of the Change, in the maintenance of records relating to the costs of the Change, in coordination and assembly of materials and information relating to the Change or performance thereof, or in the supervision and other overhead and General Condition costs associated with the Change or performance thereof.

10.3.2.2 Materials and Equipment. Contractor shall be compensated for the costs of materials and equipment necessarily and actually used or consumed in connection with the performance of Changes. Costs of materials and equipment may include reasonable costs of transportation from a source closest to the site of the Work and delivery to the Site. If discounts by Material Suppliers are available for materials necessarily used in the performance of Changes, they shall be credited to the County. If materials and/or equipment necessarily used in the performance of Changes are obtained from a supplier or source owned in whole or in part by the Contractor, compensation therefore shall not exceed the current wholesale price for such materials or equipment. If, in the reasonable opinion of the County, the costs asserted by the Contractor for materials and/or equipment in connection with any Change are excessive, or if the Contractor fails to provide satisfactory evidence of the actual costs of such materials and/or equipment from its

supplier or vendor of the same, the costs of such materials and/or equipment and the County's obligation for payment of the same shall be limited to the then lowest wholesale price at which similar materials and/or equipment are available in the quantities required to perform the Change. The County may elect to furnish materials and/or equipment for Changes to the Work, in which event the Contractor shall not be compensated for the costs of furnishing such materials and/or equipment or any mark-up thereon. Daily rates for equipment on long term (weekly or monthly) rent shall not be applicable.

10.3.2.3 Construction Equipment. Contractor shall be compensated for the actual cost of the necessary and direct use of Construction Equipment in the performance of Changes to the Work. Use of such Construction Equipment in the performance of Changes to the Work shall be compensated in increments of thirty (30) minutes. Rental time for Construction Equipment moved by its own power shall include time required to move such Construction Equipment to the site of the Work from the nearest available rental source of the same. If Construction Equipment is not moved to the Site by its own power, Contractor will be compensated for the loading and transportation costs in lieu of rental time. The foregoing notwithstanding, neither moving time nor loading and transportation time shall be allowed if the Construction Equipment is used for performance of any portion of the Work other than Changes to the Work. Unless prior approval in writing is obtained by the Contractor from, Construction Manager or the County, no costs or compensation shall be allowed for time while Construction Equipment is inoperative, idle or on standby, for any reason. The Contractor shall not be entitled to an allowance or any other compensation for Construction Equipment or tools used in the performance of Changes to the Work where such Construction Equipment or tools have a replacement value of $200.00 or less. Construction Equipment costs claimed by the Contractor in connection with the performance of any Change to the Work shall not exceed rental rates established by distributors or construction equipment rental agencies in the locality of the Site; any costs asserted which exceed such rental rates shall not be allowed or paid. Unless otherwise specifically approved in writing by the Construction Manager or the County, the allowable rate for the use of Construction Equipment in connection with Changes to the Work shall constitute full compensation to the Contractor for the cost of rental, fuel, power, oil, lubrication, supplies, necessary attachments, repairs or maintenance of any kind, depreciation, storage, insurance, labor (exclusive of labor costs of the Construction Equipment operator), and all other costs incurred by the Contractor incidental to the use of such Construction Equipment.

10.3.3 Mark-up on Costs of Changes to the Work & Allowances. In determining the cost to the County and the extent of increase to the Contract Price resulting from a Change adding to the Work, or to determine the cost to be charged against the allowance for mark-ups on the costs of the Change for all overhead (including home office and field overhead), General Condition costs and profit associated with the Change shall not exceed two and half percent (5%), regardless of the number of Subcontractors, of any tier, performing any portion of any Change to the Work. If the Contractor or one of it’s subsidiaries self-performs any or part of the Work themselves, the Contractor is entitled to ten percent (10%) mark-up on the costs of the self-performed Work for all overhead (including home office and field overhead), General Condition costs and profit associated with the Change. Subcontractors are subject to the same mark-up requires as the Contractor above. Reference Mark-up Matrix. If a Change to the Work reduces the Contract Price, no profit or overhead costs shall be paid to the Contractor for the reduced or deleted Work. In such event, the adjustment to the Contract Price shall be the actual cost reduction realized by the reduced or deleted Work multiplied by the percentage for mark-ups on the cost of a Change adding to the scope of the Work.

CONTRACTOR MARK-UP MATRIX for Change Orders Valued at $50K or less (prior to markup)				
	Contractor	1st Tier-Contractor	2nd Tier-Contractor	Total Mark-Up
Contractor (Direct Costs)	10%	-	-	10%
1st Tier-Contractor (Direct Costs)	5%	10%	-	15%
2nd Tier-Contractor (Direct Costs)	2.5%	2.5%	10%	15%

CONTRACTOR MARK-UP MATRIX for Change Orders Valued at $50K or More (prior to markup)				
	Contractor	1st Tier-Contractor	2nd Tier-Contractor	Total Mark-Up
Contractor (Direct Costs)	5%	-	-	5%
1st Tier-Contractor (Direct Costs)	2.5%	5%	-	7.5%
2nd Tier-Contractor (Direct Costs)	2.5%	2.5%	5%	10%

10.3.4 Contractor Maintenance of Records. In the event that Contractor shall be directed to perform any Changes to the Work pursuant to Article 10 or should the Contractor encounter conditions which the Contractor, believes would obligate the County or Construction Manager to adjust the Contract Price and/or the Contract Time, Contractor shall maintain detailed records on a daily basis. Such records shall include without limitation hourly records for labor and Construction Equipment and itemized records of materials and equipment used that day in connection with the performance of any Change to the Work. In the event that more than one Change to the Work is performed by the Contractor in a calendar day, Contractor shall maintain separate records of labor, Construction Equipment, materials and equipment for each such Change. In the event that any Subcontractor, of any tier, shall provide or perform any portion of any Change to the Work, Contractor shall require that each such Subcontractor maintain records in accordance with this Article. Each daily record maintained hereunder shall be signed by Contractor's Superintendent or Contractor's authorized representative; such signature shall be deemed Contractor's representation and warranty that all information contained therein is true, accurate,

complete and relate only to the Change referenced therein. All records maintained by a Subcontractor, of any tier, relating to the costs of a Change to the Work shall be signed by such Subcontractor's authorized representative. All records maintained hereunder shall be subject to inspection, review and/or reproduction by the County or the Construction Manager upon request. In the event that Contractor shall fail or refuse, for any reason, to maintain or make available for inspection, review and/or reproduction such records and the adjustment to the Contract Price on account of any Change to the Work is determined pursuant to this Article, the County or Construction Manager's reasonable good faith determination of the extent of adjustment to the Contract Price on account of such Change shall be final, conclusive, dispositive and binding upon Contractor. Contractor's obligation to maintain records hereunder is in addition to, and not in lieu of, any other Contractor obligation under the Contract Documents with respect to Changes to the Work. These records are to be verified by the Construction Manager on a daily basis in order to qualify as reimbursable. Records not verified and signed by the Construction Manager on a daily basis will not qualify as reimbursable.

10.3.5 Adjustment to Contract Time. In the event of any Change(s) to the Work pursuant to this Article 10, the Contract Time shall be extended or reduced by Change Order, as determined by the Construction Manager and County, for a period of time commensurate with the time reasonably necessary to perform such Change. In the event that any Change shall require an extension of the Contract Time or any Milestone Date, the Contractor shall not be subject to Liquidated Damages for such period of time.

10.3.6 Addition or Deletion of Alternate Bid Item(s). If development of the Contract Price for the Work included proposal(s) for Alternate Bid Item(s), the County may elect, pursuant to this Article 10, to add any such Alternate Bid Item(s) if the same did not form a basis of the Contract Price, or delete any such Alternate Bid Item(s) if the same formed a basis of the Contract Price. If the County elects to add or delete any such Alternate Bid Item(s), the cost or credit for such Alternate Bid Item(s) shall be as determined at the time they were considered as a part of the Contract Price but not included in the Contract Price.

10.4 Change Orders.

10.4.1 If the County or Construction Manager approves of a Change, a written Change Order prepared by the Contractor shall be forwarded to the Construction Manager describing the Change and setting forth the adjustment to the Contract Time and the Contract Price, if any, on account of such Change. All Change Orders shall be in full payment and final settlement of all claims for direct, indirect and consequential costs, including without limitation, costs of delays or impacts related to, or arising out of, items covered and affected by the Change Order, as well as any adjustments to the Contract Time. Any claim or item relating to any Change incorporated into a Change Order not presented by the Contractor for inclusion in the Change Order shall be deemed waived. Unless otherwise expressly provided for in the Contract Documents or in the Change Order, any Change Order issued hereunder shall be binding upon the County or Construction Manager only upon action of the County's Board of Trustees approving and ratifying such Change Order.

10.5 Contractor Notice of Changes.

10.5.1 If the Contractor should determine that any instruction, request, sketch, the Drawings, the Specifications, action, condition, omission, default, or other situation obligates the County or Construction Manager to increase the Contract Price or to extend the Contract Time, the Contractor shall notify the Construction Manager in writing, of such determination within ten (10) days from the date of its actual or constructive notice and prior to implementation of such work, of the factual basis supporting the same. The Construction Manager shall

consider any such request of the Contractor only if sufficient supporting documentation is submitted with the Contractor's notice. Time is of the essence in Contractor's written notice pursuant to the preceding sentence so that the Construction Manager can promptly investigate and consider alternative measures to address such instruction, request, Drawings, Specifications, action, condition, omission, default or other situation. Accordingly, Contractor acknowledges that its failure, for any reason, to give written notice (with sufficient supporting documentation to permit the Construction Manager's review and evaluation) within ten (10) days of its actual or constructive knowledge of any instruction, request, Drawings, Specifications, action, condition, omission, default or other situation for which the Contractor believes there should an adjustment of the Contract Time or the Contract Price shall be deemed Contractor's waiver, release, discharge and relinquishment of any right to assert or claim any entitlement to an adjustment of the Contract Time or the Contract Price on account of any such instruction, request, Drawings, Specifications, action, condition, omission, default or other situation. In the event that the County determines that the Contract Price or the Contract Time are subject to adjustment based upon the events, circumstances and supporting documentation submitted with the Contractor's written notice under this Article, any such adjustment shall be determined in accordance with the provisions of Articles 10.

10.6 Disputed Changes. In the event of any dispute or disagreement between the Contractor and the County, the Construction Manager or the Architect regarding the characterization of any item as a Change to the Work or as to the appropriate adjustment of the Contract Price or the Contract Time on account thereof, the Contractor shall promptly proceed with the performance of such item of the Work when both acknowledged as disputed and directed in writing by the County or Construction Manager , subject to a subsequent resolution of such dispute or disagreement in accordance with the terms of the Contract Documents. The Contractor's failure or refusal to so proceed with such Work may be deemed to be Contractor's default of a material obligation of the Contractor under the Contract Documents.

10.7 Emergencies. In an emergency affecting the safety of life, or of the Work, or of property, the Contractor, without special instruction or prior authorization from the County, the Construction Manager or the Architect, is permitted to act at its discretion to prevent such threatened loss or injury. Any compensation claimed by the Contractor on account of such emergency work shall be submitted and determined in accordance with this Article 10.

10.8 Minor Changes in the Work. The Architect may order minor Changes in the Work not involving an adjustment in the Contract Price or the Contract Time and not inconsistent with the intent of the Contract Documents. Such Changes shall be effected by Architect’s Supplemental Instructions (ASI) and shall be binding on the County, Construction Manager and the Contractor. The Contractor shall carry out such orders promptly.

10.9 Unauthorized Changes. Any Work beyond the lines and grades shown on the Contract Documents, or any extra Work performed or provided by the Contractor without notice to the Construction Manager in the manner and within the time set forth in Article 10 shall be considered unauthorized and at the sole expense of the Contractor. Work so done will not be measured or paid for, no extension to the Contract Time will be granted on account thereof and any such Work may be ordered removed at the Contractor's sole cost and expense. The failure of the County or Construction Manager to direct or order removal of such Work shall not constitute acceptance or approval of such Work nor relieve the Contractor from any liability on account thereof.

ARTICLE 11: SEPARATE CONTRACTORS

11.1 County and Construction Manager's Right to Award Separate Contracts.

11.1.1 The County and Construction Manager reserves the right to perform construction or operations related to the Project with the County or Construction Manager's own forces or to award separate contracts in connection with other portions of the Project or other construction or operations at or about the Site. Award of a separate contract or work performed by the County or Construction Manager's own forces shall not be considered as a delay or reason for extra work claims.

11.2 Construction Manager's Coordination of Separate Contractors.

11.2.1 The Construction Manager shall assist the County in coordination of the activities of the County's own forces and of each separate contractor with the Work. The Contractor shall participate with other separate contractors and the Construction Manager in reviewing the Construction Schedules when directed to do so. The Construction Manager will make any revisions to the Final Construction Schedule for the Work hereunder deemed necessary after a joint review and mutual agreement. The Construction Schedules shall then constitute the Final Construction Schedule to be used by the Contractor, separate contractors and the Construction Manager until subsequently revised.

11.3 Mutual Responsibility.

11.3.1 The Construction Manager shall afford Contractor reasonable opportunity for storage of their materials and equipment and performance of their activities at the Site. The Contractor shall connect and coordinate the Contractor's Work, construction and operations with the Construction Manager, County and separate contractors in order to deliver reasonable opportunity for storage, access and delivery of materials and equipment and performance of activities at the Site.

11.4 Discrepancies or Defects.

11.4.1 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the County or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Construction Manager any apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acknowledgment that the County's or separate contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then discoverable by the Contractor's reasonable diligence.

ARTICLE 12: TESTS AND INSPECTIONS

12.1 Tests; Inspections; Observations.

12.1.1 Contractor's Notice. If the Contract Documents, laws, ordinances or any public authority with jurisdiction over the Work requires the Work, or any portion thereof, to be specially tested, inspected or approved, the Contractor shall give the Construction Manager written notice of the readiness of such Work for observation, testing or inspection at least two (2) working days prior to the time for the conducting of such test, inspection or observation. If inspection, testing or observation is by authority other than the County, the Contractor shall inform the Construction Manager not less than three (3) working days prior to the date fixed for such inspection, test or observation. The Contractor shall not cover up any portion of the Work subject to tests, inspections or observations prior to the completion and satisfaction of

the requirements of such test, inspection or observation. In the event that any portion of the Work subject to tests, inspection or approval shall be covered up by Contractor prior to completion and satisfaction of the requirements of such tests, inspection or approval, Contractor shall be responsible for the uncovering of such portion of the Work as is necessary for performing such tests, inspection or approval without adjustment of the Contract Price or the Contract Time on account thereof. Special Inspection, as required, shall conform to Section 4-333(c), Title 24 of the California Code of Regulations.

12.1.2 Cost of Tests and Inspections. Costs for tests and inspection of materials required by code or needed to confirm that the Work is in compliance with the Contract Documents shall be paid by the County as provided for herein. If such tests, inspections or approvals reveal any failure of the Work to comply with the requirements of the Contract Documents, the County may back charge the Contractor for all costs made necessary by such failures, including without limitation, the costs of corrections, repeat tests, inspections or approvals and the costs of the Architect's services or its consultants in connection therewith. If work requiring testing or inspection is performed by the Contractor during Saturdays, Sundays or holidays for the sole benefit of the Contractor, the County may back charge the Contractor for the premium cost of testing and inspection services. If the Contractor or its supplier or subcontractor, of any tier, is performing inefficiently or performing at multiple locations, the County may back charge the Contractor for extraordinary costs incurred.

12.1.3 Testing/Inspection Laboratory. The County shall select duly qualified person(s) or testing laboratory(ies) to conduct the tests and inspections to be paid for by the County and required by the Contract Documents. All such tests and inspections shall be in conformity with Title 24 of the California Code of Regulations. Where inspection or testing is to be conducted by an independent laboratory or testing agency, materials or samples thereof shall be selected by the laboratory, testing agency, the Construction Manager or the Architect and not by the Contractor.

12.2 Delivery of Certificates.

12.2.1 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor, promptly delivered to the Construction Manager.

12.3 Timeliness of Tests, Inspections and Approvals.

12.3.1 Tests or inspections required and conducted pursuant to the Contract Documents shall be made or arranged by Contractor to the Construction Manager to avoid delay in the progress of the Work.

ARTICLE 13: UNCOVERING AND CORRECTION OF WORK

13.1 Inspection of the Work.

13.1.1 Access to the Work. All Work and all materials and equipment forming a part of the Work or incorporated into the Work are subject to inspection by the County, the Construction Manager, the Architect and the County's Inspector for conformity with the Contract Documents. The Contractor shall, at its cost and without adjustment to the Contract Price or the Contract Time, furnish any facilities necessary for sufficient and safe access to the Work for purposes of inspection by the County, the Construction Manager, the Architect, the County's Inspector, or any other public or quasi-public authority with jurisdiction over the Work or any portion thereof.

13.1.2 Limitations Upon Inspections. Inspections, tests, measurements, or other acts of the County's Inspector hereunder are for the sole purpose of assisting them in determining that the Work, materials, equipment, progress of the Work, and quantities generally comply and conform with the requirements of the Contract Documents. These acts or functions shall not relieve the Contractor from performing the Work in full compliance with the Contract Documents. No inspection by the County's Inspector shall constitute or imply acceptance of Work inspected. Inspection of the Work hereunder is in addition to, and not in lieu of, any other testing, inspections or approvals of the Work required under the Contract Documents.

13.2 Uncovering of Work.

13.2.1 Except for conditions outlined in section 13.2.2, if any portion of the Work is suspected to be defective but can not be verified without destructive measures, the cost of the destruction and re-construction will be reimbursed in accordance with Section 10. The Contractor shall bear all costs for removal and replacement if a portion of their work is defective within the investigated area.

13.2.2 If any portion of the work is covered contrary to the request of the Architect, the Construction Manager, the County's Inspector, any authority having jurisdiction or the requirements of the Contract Documents, it must, if required by the County's Inspector or Construction Manager, be uncovered for observation by the County's Inspector and be replaced at the Contractor's expense without adjustment of the Contract Time or the Contract Price.

13.3 Rejection of Work.

13.3.1 Prior to Final Completion of the Work, any Work or materials or equipment forming a part of the Work or incorporated into the Work which is defective or not in conformity with the Contract Documents may be rejected by the County, the Construction Manager the Architect or the County's Inspector and the Contractor shall correct such rejected Work without any adjustment to the Contract Price or the Contract Time, even if the Work, materials or equipment have been previously inspected by the County's Inspector or Construction Manager or even if they failed to observe the defective or non-conforming Work, materials or equipment.

13.4 Correction of Work.

13.4.1 The Contractor shall promptly correct any portion of the Work rejected by the County, the Construction Manager, the Architect or the County's Inspector for failing to conform to the requirements of the Contract Documents, or which is determined by them to be defective, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including additional testing and inspections and compensation for the Architect's services and expenses made necessary thereby. The Contractor shall bear all costs of correcting destroyed or damaged construction, whether completed or partially completed, of the County or separate contractors, caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents, or which is defective.

13.5 Removal of Non-Conforming or Defective Work.

13.5.1 The Contractor shall, at its sole cost and expense, remove from the Site all portions of the Work, which are defective or are not in accordance with the requirements of the Contract Documents, which are neither corrected by the Contractor nor accepted by the County.

13.6 Failure of Contractor to Correct Work.

13.6.1 If the Contractor fails to commence to correct defective or non-conforming Work within three (3) days of notice of such condition and promptly thereafter complete the same within a reasonable time, the County or Construction Manager may correct it in accordance with the Contract Documents. If the Contractor does not proceed with correction of such defective or non-conforming Work within the time fixed herein, the County or Construction Manager may remove it and store the salvable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage after written notice, the County or Construction Manager may sell such materials or equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including without limitation compensation for the Architect's services, attorney's fees and other expenses made necessary thereby. If such proceeds of sale do not cover costs, which the Contractor should have borne, the Contract Price shall be reduced by the deficiency. If payments of the Contract Price then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor and the Surety shall promptly pay the difference to the County or Construction Manager.

13.7 Acceptance of Defective or Non-Conforming Work.

13.7.1 The County or Construction Manager may, in its sole and exclusive discretion, elect to accept Work which is defective or which is not in accordance with the requirements of the Contract Documents, instead of requiring its removal and correction, in which case the Contract Price shall be reduced as appropriate and equitable.

ARTICLE 14: WARRANTIES

14.1 Workmanship and Materials.

14.1.1 The Contractor warrants to the County and Construction Manager that all materials and equipment furnished under the Contract Documents shall be new, of good quality and of the most suitable grade and quality for the purpose intended, unless otherwise specified in the Contract Documents. All Work shall be of acceptable quality, free from faults and defects, within specified tolerances, and in conformity with the requirements of the Contract Documents. If required by the Architect, the Construction Manager or the County, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment incorporated into the Work. Any Work, or portion thereof not conforming to these requirements, including substitutions or alternatives not properly approved in accordance with the Contract Documents may be deemed defective. Where there is an approved substitution of, or alternative to, material or equipment specified in the Contract Documents, the Contractor warrants to the County and Construction Manager that such installation, construction, material, or equipment will equally perform the function and have the quality of the originally specified material or equipment. The Contractor expressly warrants the merchantability, the fitness for use, and quality of all substitute or alternative items in addition to any warranty given by the manufacturer or supplier of such item.

14.2 Warranty Work.

14.2.1 If, within one year after the date of Substantial Completion of the entire project, or such other time frame set forth elsewhere in the Contract Documents, any of the Work is found to be defective or not in accordance with the requirements of the Contract Documents, or otherwise contrary to the warranties contained in the Contract Documents, the Contractor shall commence all necessary corrective action not more than seven (7) days after receipt of a written notice from the County or Construction Manager to do so, and to thereafter

diligently complete the same. In the event that Contractor shall fail or refuse to commence correction of any such item within said seven (7) day period or to diligently prosecute such corrective actions to completion, the County or Construction Manager may, without further notice to Contractor, cause such corrective Work to be performed and completed. For emergencies involving staff and/or inmate safety, security, hygene, or well being, the timelines established shall be 48 hours in lieu of seven (7) days. In either emergency or non-emergency events, Contractor and Contractor's Performance Bond Surety shall be responsible for all costs in connection with such corrective Work, including without limitation, general administrative overhead costs of the County or Construction Manager in securing and overseeing such corrective Work. Nothing contained herein shall be construed to establish a period of limitation with respect to any obligation of the Contractor under the Contract Documents. The obligations of the Contractor hereunder shall be in addition to, and not in lieu of, any other obligations imposed by any special guarantee or warranty required by the Contract Documents, guarantees or warranties provided by any manufacturer of any item or equipment forming a part of, or incorporated into the Work, or otherwise recognized, prescribed or imposed by law. Neither the County or Construction Manager's acceptance of the Work at Final Completion, the making of Final Payment, any provision in Contract Documents, nor the use or occupancy of the Work, in whole or in part, by County shall constitute acceptance of Work not in accordance with the Contract Documents nor relieve the Contractor or the Contractor's Performance Bond Surety from liability with respect to any warranties or responsibility for faulty or defective Work or materials, equipment and workmanship incorporated therein.

14.3 Warranty/Guarantee.

14.3.1 Upon completion of the Work, Contractor shall execute and deliver to the Construction Manager a Warranty/Guarantee. The Contractor's execution and delivery of the Warranty/Guarantee is not an express condition precedent to any obligation of the County to disburse the Final Payment to the Contractor.

14.4 Survival of Warranties.

14.4.1 The provisions of this Article 14 shall survive the Contractor's completion of Work under the Contract Documents, Final Completion or the termination of the Contract.

ARTICLE 15: SUSPENSION OF WORK

15.1 County's Right to Suspend Work.

15.1.1 The County may, without cause, and without invalidating or terminating the Contract, order the Contractor, in writing, to suspend, delay or interrupt the Work in whole or in part for such period of time as the County may determine. The Contractor shall resume and complete the Work suspended by the County in accordance with the County's directive, whether issued at the time of the directive suspending the Work or subsequent thereto.

15.2 Adjustments to Contract Price and Contract Time.

15.2.1 In the event the County shall order suspension of the Work, an adjustment shall be made to the Contract Price for increases in the direct cost of performance of the Work of the Contract Documents, actually caused by suspension, delay or interruption ordered by the County; provided however that no adjustment of the Contract Price shall be made to the extent: (i) that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible under the Contract Documents; or (ii) that an equitable adjustment is made or denied under another provision

of the Contract Documents. The foregoing notwithstanding, any such adjustment of the Contract Price shall not include any adjustment to increase the Contractor's overhead, general administrative costs or profit, all of which will remain as reflected in the Cost Breakdown submitted by the Contractor pursuant to the Contract Documents. In the event of the County's suspension of the Work, the Contract Time shall be equitably adjusted.

ARTICLE 16: TERMINATION

16.1 Termination for Cause.

16.1.1 County's Right to Terminate. The County or Construction Manager may terminate the Contract upon the occurrence of any one or more of the following events of the Contractor's default: (i) if the Contractor refuses or fails to prosecute the Work with diligence as will insure Substantial Completion of the Work within the Contract Time, or if the Contractor fails to substantially Complete the Work within the Contract Time; (ii) if the Contractor becomes bankrupt or insolvent, or makes a general assignment for the benefit of creditors, or if the Contractor or a third party files a petition to reorganize or for protection under any bankruptcy or similar laws, or if a trustee or receiver is appointed for the Contractor or for any of the Contractor's property on account of the Contractor's insolvency, and the Contractor or its successor in interest does not provide adequate assurance of future performance in accordance with the Contract Documents within 10 days of receipt of a request for such assurance from the County or Construction Manager; (iii) if the Contractor repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment; (iv) if the Contractor repeatedly fails to make prompt payments to any Subcontractor, of any tier, or Material Suppliers or others for labor, materials or equipment; (v) if the Contractor disregards laws, ordinances, rules, codes, regulations, orders applicable to the Work or similar requirements of any public entity having jurisdiction over the Work; (iv) if the Contractor disregards proper directives of the Construction Manager, the Architect, the County's Inspector or County under the Contract Documents; (vii) if the Contractor performs Work which deviates from the Contract Documents and neglects or refuses to correct such Work; or (viii) if the Contractor otherwise violates in any material way any provisions or requirements of the Contract Documents; or (ix) if the Contractor made any material misrepresentations in its response to the Request for Qualifications or Request for Proposal that would have resulted in the Contractor not being selected. Once the County or Construction Manager determines that sufficient cause exists to justify the action, the County or Construction Manager may terminate the Contract without prejudice to any other right or remedy the County or Construction Manager may have, after giving the Contractor and the Surety at least seven (7) days advance written notice of the effective date of termination. The County shall have the sole discretion to permit the Contractor to remedy the cause for the termination without waiving the County or Construction Manager's right to terminate the Contract, or otherwise waiving, restricting or limiting any other right or remedy of the County under the Contract Documents or at law. Should the County or Construction Manager discover any material misrepresentations in the Contractor’s response to the Request for Qualifications or Request for Proposal that would have resulted in the Contractor not being selected, the County or Construction Manager reserves the right to make a claim for “fraud in the inducement” and seek to recover all fees paid to the Contractor, in addition to any other false claims/breach of contract remedies it may seek.

16.1.2 County and Construction Manager's Rights Upon Termination. In the event that the Contract is terminated pursuant to this Article 16.1, the County or Construction Manager may take over the Work and prosecute it to completion, by contract or otherwise, and may exclude the Contractor from the site. The County or Construction Manager may take

possession of the Work and of all of the Contractor's tools, appliances, construction equipment, machinery, materials, and plant which may be on the site of the Work, and take possession of stored off site materials specifically intended to be incorporated into the work, and use the same to the full extent they could be used by the Contractor without liability to the Contractor. In exercising the County and Construction Manager's right to prosecute the completion of the Work, the County or Construction Manager may also take possession of all materials and equipment stored at the site of the Work or for which the County or Construction Manager has paid the Contractor but which are stored elsewhere, and finish the Work as the County or Construction Manager deems expedient. In exercising the County or Construction Manager's right to prosecute the completion of the Work, the County or Construction Manager shall have the right to exercise its sole discretion as to the manner, methods, and reasonableness of the costs of completing the Work and the County or Construction Manager shall not be required to obtain the lowest figure for completion of the Work. In the event that the County or Construction Manager takes bids for remedial Work or completion of the Work, the Contractor shall not be eligible for the award of such contract(s).

16.1.3 Completion by the Surety. In the event that the Contract is terminated pursuant to this Article 16.1, the County or Construction Manager may demand that the Surety take over and complete the Work. The County or Construction Manager may require that in so doing, the Surety not utilize the Contractor in performing and completing the Work. Upon the failure or refusal of the Surety to take over and begin completion of the Work within twenty (20) days after demand therefore, the County or Construction Manager may take over the Work and prosecute it to completion as provided for above.

16.1.4 Assignment and Assumption of Subcontracts. The County or Construction Manager shall, in its sole and exclusive discretion, have the option of requiring any Subcontractor or Material Supplier to perform in accordance with its Subcontract or Purchase Order with the Contractor and assign the Subcontract or Purchase Order to the County or Construction or such other person or entity selected by the County or Construction Manager to complete the Work.

16.1.5 Costs of Completion. In the event of termination under this Article 16.1, the Contractor shall not be entitled to receive any further payment of the Contract Price until the Work is completed. If the unpaid balance of the Contract Price as of the date of termination exceeds the County or Construction Manager's direct and indirect costs and expenses for completing the Work, including without limitation, attorneys' fees and compensation for additional professional and consultant services, such excess shall be used to pay the Contractor for the cost of the Work performed prior to the effective date of termination with a reasonable allowance for overhead and profit. If the County or Construction Manager's costs and expenses to complete the Work exceed the unpaid Contract Price, the Contractor and/or the Surety shall pay the difference to the County or Construction Manager.

16.1.6 Contractor Responsibility for Damages. The Contractor and the Surety shall be liable for all damage sustained by the County or Construction Manager resulting from, in any manner, the termination of Contract under this Article 16.1, including without limitation, attorneys' fees, and for all costs necessary for repair and completion of the Work over and beyond the Contract Price.

16.1.7 Conversion to Termination for Convenience. In the event the Contract is terminated under this Article 16.1, and it is determined, for any reason, that the Contractor was not in default under the provisions hereof, the termination shall be deemed a Termination for Convenience of the County or Construction Manager and thereupon, the rights and

obligations of the County, Construction Manager and the Contractor shall be determined in accordance with Article 16.2 hereof.

16.1.8 County's Rights Cumulative. In the event the Contract is terminated pursuant to this Article 16.1, the termination shall not affect or limit any rights or remedies of the County or Construction Manager against the Contractor or the Surety. The rights and remedies of the County under this Article 16.1 are in addition to, and not in lieu of, any other rights and remedies provided by law or otherwise under the Contract Documents. Any retention or payment of monies to the Contractor by the County or Construction Manager shall not be deemed to release the Contractor or the Surety from any liability hereunder.

16.2 Termination for Convenience of the County.

16.2.1 The County may at any time, in its sole and exclusive discretion, by written notice to the Contractor, terminate the Contract in whole or in part when it is in the interest of, or for the convenience of, the County. In such case, the Contractor shall be entitled to payment for: (i) Work actually performed and in place as of the effective date of such termination for convenience of the County, with a reasonable allowance for profit and overhead on such Work, and (ii) reasonable termination expenses for reasonable protection of Work in place and suitable storage and protection of materials and equipment delivered to the site of the Work but not yet incorporated into the Work, provided that such payments exclusive of termination expenses shall not exceed the total Contract Price as reduced by payments previously made to the Contractor and as further reduced by the value of the Work as not yet completed. The Contractor shall not be entitled to profit and overhead on Work which was not performed as of the effective date of the termination for convenience of the County nor shall Contractor be entitled to damages for profit it may have earned on other jobs. The County may, in its sole discretion, elect to have subcontracts assigned pursuant to Article 16.1 above after exercising the right hereunder to terminate for the County’s convenience.

16.3 Disputes; Continuation of Work. Notwithstanding any claim, dispute or other disagreement between the County and the Contractor regarding performance under the Contract Documents, the scope of Work thereunder, or any other matter arising out of or related to, in any manner, the Contract Documents, the Contractor shall proceed diligently with performance of the Work in accordance with the County's written direction, pending any final determination or decision regarding any such claim, dispute or disagreement.

16.4 Dispute Resolution; Arbitration.

16.4.1 Claims Under $375,000.00. Claims between the County and the Contractor of $375,000.00 or less shall be resolved in accordance with the procedures established in Part 3, Chapter 1, Article 1.5 of the California Public Contract Code, §§20104 et seq.; provided however that California Public Contract Code §20104.2(a) shall not supersede the requirements of the Contract Documents with respect to the Contractor's notification to the County of such claim or extend the time for the giving of such notice as provided in the Contract Documents. The term "claims" as used herein shall be as defined in California Public Contract Code §20104(b)(2).

16.4.2 Arbitration. Except as provided in Article 17.11.1, any other claims, disputes, disagreements or other matters in controversy between the County and the Contractor arising out of, or related, in any manner, to the Contract Documents, or the interpretation, clarification or enforcement thereof shall be resolved by arbitration conducted in accordance with the Engineering and Construction Arbitrations Rules and Procedures of JAMS in effect as of the date that a Demand for Arbitration is filed, except as expressly modified herein. The

locale for any arbitration commenced hereunder shall be the regional office of the JAMS located in San Francisco, California. The following provisions apply to this Section:

1. The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to JAMS, or its successor, for mediation, and if the matter is not resolved through mediation, then it shall be submitted to JAMS, or its successor, for final and binding arbitration pursuant to the clause set forth in Paragraph 5 below.
2. Either party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested.
3. The parties will cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs.
4. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.
5. Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or at any time following forty-five (45) days from the date of filing the written request for mediation, whichever occurs first (“Earliest Initiation Date”). The mediation may continue after the commencement of arbitration if the parties so desire.
6. At no time prior to the Earliest Initiation Date shall either side initiate an arbitration or litigation related to this Agreement except to pursue a provisional remedy that is authorized by law or by JAMS Rules or by agreement of the parties. However, this limitation is inapplicable to a party if the other party refuses to comply with the requirements of Paragraph 3 above.
7. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled until fifteen (15) days after the Earliest Initiation Date. The parties will take such action, if any, required to effectuate such tolling. The award rendered by the Arbitrator(s) shall be final and binding upon the County and the Contractor. In connection with any arbitration proceeding commenced hereunder, the discovery rights and procedures provided for in California Code of Civil Procedure §1283.05 shall be applicable, and the same shall be deemed incorporated herein by this reference. A Demand for Arbitration shall be filed and served within a reasonable time after the occurrence of the claim, dispute or other disagreement giving rise to the Demand for Arbitration, but in no event shall a Demand for Arbitration be filed or served after the date when the institution of legal or equitable proceedings based upon such claim, dispute or other disagreement would be barred by the applicable statute of limitations. In the event more than one Demand for Arbitration is made by either the County or the Contractor, all such controversies shall be consolidated into a single arbitration proceeding, unless otherwise agreed to by the County and the

Contractor. The Contractor's Surety, a Subcontractor or Material Supplier to the Contractor and other third parties may be permitted to join in and be bound by an arbitration commenced hereunder if required by the terms of their respective agreements with the Contractor, except to the extent that such joinder would unduly delay or complicate the expeditious resolution of the claim, dispute or other disagreement between the County and the Contractor, in which case an appropriate severance order shall be issued by the Arbitrator(s). The expenses and fees of the Arbitrator(s) shall be divided equally among the parties to the arbitration. Each party to any arbitration commenced hereunder shall be responsible for and shall bear its own attorneys' fees, witness fees and other cost and expense incurred in connection with such arbitration. The foregoing notwithstanding, the Arbitrator(s) shall not award arbitration costs, including Arbitrators' fees, to the prevailing party. The confirmation, enforcement, vacation or correction of an arbitration award rendered hereunder shall be the Superior Court of the State of California for the county in which the Site is situated. The substantive and procedural rules for such post award proceedings shall be as set forth in California Code of Civil Procedure §§1285 et seq.

16.5 Capitalized Terms.

16.5.1 Except as otherwise expressly provided, capitalized terms used in the Contract Documents shall have the meaning and definition for such term as set forth in the Contract Documents.

16.6 Provisions Required by Law Deemed Inserted.

16.6.1 Each and every provision of law and clause required by law to be inserted in the Contract Documents is deemed to be inserted herein and the Contract Documents shall be read and enforced as though such provision or clause are included herein, and if through mistake, or otherwise, any such provision or clause is not inserted or if not correctly inserted, then upon application of either party, the Contract Documents shall forthwith be physically amended to make such insertion or correction.

16.7 Days.

16.7.1 Unless otherwise expressly stated, references to "days" in the Contract Documents shall be deemed to be calendar days.

ARTICLE 17: MISCELLANEOUS

17.1 Governing Law.

17.1.1 This Contract shall be governed by and interpreted in accordance with the laws of the State of California.

17.2 Marginal Headings; Interpretation.

17.2.1 The titles of the various Articles of these Construction Provisions and elsewhere in the Contract Documents are used for convenience of reference only and are not intended to, and shall in no way, enlarge or diminish the rights or obligations of the County, the Construction Manager or the Contractor and shall have no effect upon the construction or interpretation of the Contract Documents. The Contract Documents shall be construed as a whole in accordance with their fair meaning and not strictly for or against the County, the Construction Manager or the Contractor.

17.3 Successors and Assigns.

17.3.1 Except as otherwise expressly provided in the Contract Documents, all terms, conditions and covenants of the Contract Documents shall be binding upon, and shall inure to the benefit of the County, the Construction Manager and the Contractor and their respective heirs, representatives, successors-in-interest and assigns.

17.4 Cumulative Rights and Remedies; No Waiver.

17.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not in lieu of or otherwise a limitation or restriction of duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the County or Construction Manager shall constitute a waiver of a right or remedy afforded it under the Contract Documents or at law nor shall such an action or failure to act constitute approval of or acquiescence in a breach hereunder, except as may be specifically agreed in writing.

17.5 Severability.

17.5.1 In the event any provision of the Contract Documents shall be deemed illegal, invalid, unenforceable and/or void, by a court or any other governmental agency of competent jurisdiction, such provision shall be deemed to be severed and deleted from the Contract Documents, but all remaining provisions hereof, shall in all other respects, continue in full force and effect.

17.6 No Assignment by Contractor.

17.6.1 The Contractor shall not sublet or assign the Contract, or any portion thereof, or any monies due thereunder, without the express prior written consent and approval of the County or the Construction Manager, which approval may be withheld in the sole and exclusive discretion of the County or the Construction Manager. The County or Construction Manager's approval to such assignment shall be upon such terms and conditions as determined by the County or Construction Manager in its sole and exclusive discretion.

17.7 Gender and Number.

17.7.1 Whenever the context of the Contract Documents so require, the neuter gender shall include the feminine and masculine, the masculine gender shall include the feminine and neuter, the singular number shall include the plural and the plural number shall include the singular.

17.8 Independent Contractor Status.

17.8.1 In performing its obligations under the Contract Documents, the Contractor is an independent contractor to the County or Construction Manager and not an agent or employee of the County or Construction Manager.

17.9 Notices.

17.9.1 Except as otherwise expressly provided for in the Contract Documents, all notices which the County or the Construction Manager or the Contractor may be required, or may desire, to serve on the other, shall be effective only if delivered by personal delivery or email as noted in the Agreement (document 0005 of the Instructions to Bidders Manual) or by postage prepaid, First Class Certified Return Receipt Requested United States Mail, addressed to the County or Construction Manager or the Contractor at their respective address set forth in the Contract Documents, or such other address(es) as either the County, the Construction Manager or the Contractor may designate from time to time by written notice to the other in conformity with the provisions hereof. In the event of personal delivery, such notices shall be deemed effective upon delivery, provided that such personal

delivery requires a signed receipt by the recipient acknowledging delivery of the same. In the event of mailed notices, such notice shall be deemed effective on the third working day after deposit in the mail.

17.10 Attorney's Fees.

17.10.1 Except as expressly provided for in the Contract Documents, or authorized by law, neither the County, the Construction Manager nor the Contractor shall recover from the other any attorney's fees or other costs associated with or arising out of any legal, administrative or other proceedings filed or instituted in connection with or arising out of the Contract Documents or the performance of either the County, the Construction Manager or the Contractor thereunder.

17.11 Entire Agreement.

17.11.1 The Contract Documents contain the entire agreement and understanding between the County, the Construction Manager and the Contractor concerning the subject matter hereof, and supersede and replace all prior negotiations, proposed agreements or amendments, whether written or oral. No amendment or modification to any provision of the Contract Documents shall be effective or enforceable except by an agreement in writing executed by the County, the Construction Manager and the Contractor.

ARTICLE 18: CLAIMS SUBMISSION

18.1 Procedure.

18.1.1 The Contractor may submit a claim concerning a matter properly noticed in accordance with the requirements of this Contract. The Contractor shall furnish all claim documentation as specified herein no later than thirty (30) days after the event or situation causing the claim has been overcome. Failure by the Contractor to furnish the required claim documentation within the time set forth above shall constitute waiver of the Contractor's right to compensation for such claim. Contractor shall furnish three (3) certified copies of the requirement claim documentation. The claim documentation shall be complete when furnished. The evaluation of the Contractor's claim will be based upon County and Construction Manager project records and the Contractor's furnished claim documentation. Claim documentation shall conform to Generally Accepted Accounting Principles and shall be in the following format:

1. General Introduction
2. General Background Discussion
3. Issues
    A. Index of Issues (listed numerically)
    B. For each issue
        (1) Background
        (2) Chronology
        (3) Contractor's position (reason for County's potential liability)
        (4) Supporting documentation of merit or entitlement
        (5) Supporting documentation of damages
        (6) Begin each issue on a new page

4. All critical path method schedules, both as-planned, monthly updates, schedule revisions, and as-built along with the computer disks of all schedules related to the claim.

5. Productivity exhibits (if appropriate)

6. Summary of Issues and Damages Supporting documentation of merit for each issue shall be cited by reference, photocopies, or explanation. Supporting documentation may include, but shall not be limited to, Construction Services; general requirements; technical specifications; drawings; correspondence; conference notes; shop drawings and submittals; shop drawing logs; survey books; inspection reports; delivery schedules; test reports; daily reports; subcontracts; fragmentary CPM schedules or time impact analyses; photographs; technical reports; requests for information; field instructions; and all other related records necessary to support the Contractor's claim. Supporting documentation of damages for each issue shall be cited, photocopied, or explained. Supporting documentation may include, but shall not be limited to, any or all documents related to the preparation and submission of the bid; certified, detailed labor records including labor distribution reports; material and equipment procurement records; construction equipment ownership cost records or rental records; subcontractor or vendor files and cost records; general cost records; purchase orders; invoices; project as-planned and as-built cost records; general ledger records; variance reports; accounting adjustment records; and any other accounting materials necessary to support the Contractor's claim. Each copy of the claim documentation shall be certified by a responsible officer of the Contractor in accordance with the requirements of these Contract Documents. Should the Contractor be unable to support any part of the claim and it is determined that such inability is attributable to falsity of such certification or misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the County as provided for under California Government Code Section 12650 et. seq.

18.2 California False Claims Act Compliance.

18.2.1 Claims submitted by the Contractor shall be accompanied by a notarized certificate containing the following language: Under the penalty of law for perjury or falsification and with specific reference to the California False Claims Act, Government Code Section 12650 et. seq., the undersigned,

(Name)_____

(Title)_____

(Company)_____hereby certifies that the claim for the additional compensation and time; if any, made herein for the work on this Contract is a true statement of the actual Costs incurred and time sought, and is fully documented and supported under the Contract between the parties.
Dated_____

Signature_____

Subscribed and sworn before me this _____day of _____

Notary Public _____

My Commission Expires_____ _____

Failure to submit the notarized certificate will be cause for denying the claim.

ARTICLE 19: RECORDS ACCESS

19.1 County's Right to Audit and Access to Contractor's Records.

16.1.1 The Contractor shall maintain all books, records, documents, and other evidence directly pertinent to the performance of the work under this Contract in accordance with generally accepted accounting principles and practices consistently applied. The Contractor shall also maintain all financial information and data used by the Contractor in the preparation or support of any cost submission, including the Contractor's original bid, required for this Contract, or any Change Order, claim or other request for equitable adjustment, and a copy of the cost summary or information submitted to the County. The County's representatives shall have access upon twenty-four hours advanced written notice, at all times during normal business hours, to all such books, records, documents, financial information, and all other evidence for the purpose of inspection, audit, and copying. The Contractor shall, at no cost to the County, provide proper facilities for such access, inspection and copying purposes. The Contractor agrees to make the provisions of this Section applicable to this Contract, and all Change Orders, claims or other requests for equitable adjustment affecting the Contract time or price. The Contractor agrees to include the provisions of this Section in all subcontracts and sub-subcontracts or purchase orders, at any tier, and make this Section applicable to all subcontracts, at any tier, in excess of $10,000 and to make the provisions of this Section applicable to all Change Orders, claims, and other requests for equitable adjustment related to project performance. Audits conducted under this Section shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency. The Contractor agrees to the disclosure of all information and reports resulting from access to records under the provisions of this Section, to the County and other affected agencies. Records under the provisions of this Section shall be maintained and made available during the performance of the work under this Contract until three years past final payment, and until final settlement of all disputes, claims, or litigation, whichever occurs later. In addition, those records which relate to any portion of this Contract, to any Change Order, to any dispute, to any litigation, to the settlement of any claim arising out of such performance, or to the cost or items to which an audit exception has been taken, shall be maintained and made available until final payment or final resolution of such dispute, litigation, claim, or exception, whichever occurs later. This Right to Access Section applies to all financial records pertaining to this Contract and all Change Orders and claims. In addition, this Right of Access applies to all records pertaining to all contracts, Change Orders and Contract Amendments:

1. To the extent the records pertain directly to Contract performance;

2. If there is any indication that fraud, gross abuse, or corrupt practices may be involved;

3. If the Contract is terminated for default or convenience. Access to records is not limited to the required retention periods. The authorized representative of the County shall have access to records at any reasonable time for as long as the records are maintained.

END OF SECTION

DOCUMENT 0015 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Last Planner System Scheduling.
2. Daily construction reports.
3. Weekly Work Plans
4. Percent Promise Logs

B. Related Requirements:

1. Section 01 33 00 "Submittal Procedures" for submitting schedules and reports and for electronic submittal requirements.

1.3 DEFINITIONS

A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.

1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
2. Predecessor Activity: An activity that precedes another activity in the network.
3. Successor Activity: An activity that follows another activity in the network.

B. Backlog: Activities that are not on the critical path that can be started early should another activity scheduled for the week gets delayed.

C. Constraint: Anything that is impacting the start or completion of an activity such as an RFI, Submittal, material delivery, change order, other trades work, permit, weather, etc. is a constraint.

D. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.

E. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

F. Float: The measure of leeway in starting and completing an activity.

1. Float time: belongs to the project, and is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned.
2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

G. Last Planner System: Last Planner System is a propriety name for a system of scheduling which is has been established by Lean Construction Institute.

H. Milestone: The starting or ending point of an activity.

I. Sandbagging: Sandbagging is when an activity is stated to take 5 days to complete but really only takes 3 days to complete.

1.4 INFORMATION

A. Construction Manager's Construction Schedule: The Preliminary Construction Schedule is included in the Instructions to Bidders Manual for reference in bidding the project.

PART 2 - PRODUCTS

2.1 LAST PLANNER SYSTEM

A. The Construction Manager will be conducting Pull Planning Meetings to coordinate the sequence of the schedule activities between milestones.

1. Pull Planning Meetings: Contractor’s will be required to attend Pull Planning Meetings as required by Construction Manager’s. There will be a minimum of one 8-hour Pull Planning meeting every six weeks.

   a. Attendees: At a minimum the Foreman is required to attend. The Foreman must have authority to make decisions for the company and be able to understand the manpower needs of the project. If these responsibilities are with multiple personnel then all responsible parties should be in attendance. The point of is to have the “last person” in the line of the planning of the work (the last planner) who will be directing and coordinating the work at the Pull Planning Meetings.

   b. In preparation for the Pulling Planning Meetings the Foreman is required to review the milestones Document 0006 Preliminary Master Schedule.

   c. The Foreman is required to come to the Pull Planning meeting with a list of activities for the area of work that the meeting will be discussing. For example if the Pull Planning meeting is for the rough-in of the first floor of the Central Plant then the Plumbing contractor foreman should come to the meeting with a list of tasks to complete all rough-in plumbing work on the first floor of the Central Plant. Each activity should include the number of manpower and days need to complete the activity. Each activity should be no more than 5 day duration.

   d. At the meeting each foreman will be required to use their list of activities to coordinate and discuss the activity sequence with other trades. The Construction Manager will be the scribe for the meeting and write the activities on the white board(s) in sequence of events with durations and manpower counts. The

Construction Manager will collect the list of activities at the end of the meeting for information only.

B. Contractor will be required to attend one 1-hour scheduling-coordination meetings each week.

1. Contractor's Coordination Meeting: 6 weeks prior to Contractor's start of work, the Contractor is required to start attending scheduling-coordination meetings weekly.

2. The agenda for the meeting will include:

a. Safety Topics
b. Inspection Needs
c. Material Deliveries
d. Scheduling Updates
1) Each Contractor will give an update to their WWP at the Contractor's Coordination meeting. They will discuss:
a) Where they are working for the week and what they plan to accomplish for the week
b) What coordination is needed with other trades during the week
c) What inspections will be needed
d) What are the constraints for the week
e) What is the current backlog of work

2.2 REPORTS

A. Weekly Work Plans (WWP): Contractors will be required to submit Weekly Work Plans to the Construction Manager by close of business on Thursday's every week for discussion at 9 am on the following Monday morning. For example "the WWP due on Thursday January 3rd will be for the week's work of January 14th to 18th. The WWP will be revised at the Contractor's Coordination Meeting held at 9am on January 7th." The idea is to review in every Monday's Coordination meeting the following week's WWPs.

B. Percent Promised Complete (PPC) Logs: The Construction Manager will conduct review of the WWP with actual work performed to determine if the Contractors are meeting the promises which have been made on the WWPs.

1. The purpose of the PPC tracking it to determine if there are areas of work where many contractors are having problems completing work.
2. The goal of is for ALL Contractor's to be operating at an 85% PPC. This means that 85% of the activities noted on the Contractor's WWP were completed that week.

a. This means that the Contractors are being productive and able to do what they planned to do. We understand that no one can operate at 100% or more. If a Contractor is operating at 100% this means that they are under promising so that their score looks good. This does not help in planning if one Contractor's is producing 100% or 110% of work then the next trade behind them will have too much work in front of them to keep up.
b. Sandbagging the WWPs or Activities is counter-productive to the entire Last Planner System process.
c. The goal of the Last Planner System is to coordinate the effort of all Contractors to be the most productive for the benefit of the entire good of the team. When all the Contractors are all operating at the same production rate then the project will overall be completed faster and under budget.

C. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
   1. Count of personnel at Project site.
   2. Equipment at Project site.
   3. Material deliveries.
   4. Accidents.
   5. Meetings and significant decisions.
   6. Unusual events (see special reports).
   7. Stoppages, delays, shortages, and losses.
   8. Orders and requests of authorities having jurisdiction.
   9. Change Orders received and implemented.
   10. Construction Change Directives received and implemented.

2.3 AUTODESK BIM 360 FIELD

A. Document Distribution
   1. Construction Manager is utilizing AutoDesk BIM 360 to distribute electronic document libraries, RFI responses, field bulletins, ASI's, notices of concern, notices of non-compliance, worklists (reference Construction Provisions Section 8.2.4), punchlists, and other field communication as appropriate.
      a. Contractor shall have adequate field computer or wireless tablets with internet access to receive and check notifications on a daily basis at a minimmum. Wireless tablets are encouraged for productivity.
      b. Except as defined elsewhere, contractor shall have three days to address and correct work identified and distributed via AutoDesk BIM 360. Corrective action not performed by the contractor is then subject to immediate remediation by the Construction Manager per the conditions outlined in 13.6.1 of the Contract Provisions.

B. Document Submission
   1. Construction Manager is utilizing AutoDesk BIM 360 to collect corrective action certifications, corrected defective work, as-built conditions and daily reports. Paper copies of corrective actions will not be considered as completed unless specifically requested by the Construction Manager for a particular item.
   2. Construction Manager reserves the right to request photographic or written backup in addition to electronic updates provided by the contractor via AutoDesk BIM 360.

END OF SECTION

0016 BIM REQUIREMENTS

A. This project will be utilizing Building Information Modeling (BIM). As part of this process the following trades shall utilize a Three Dimensional CAD format capable of creating intelligent objects as the design tool to create their shop drawings:

- Site Utilities
- Structural Steel
- Structural Concrete
- Structural Masonry
- Metal Stud Framing
- HVAC and Mechanical Piping and Equipment
- Plumbing
- Fire Protection
- Electrical
- Low Voltage Systems and Photometric Systems
- Ceiling Grid
- Security Ceilings and Security walls (metal and masonry) and Security Screens
- Food Service
- Laundry Equipment

B. The Mechanical Contractor is required to have and use Navisworks Manage 2012 as the collaborative software to combine each disciplines model and use clash detection as a coordination tool. Each subcontractor must demonstrate the ability and willingness to use these tools and the tools interoperability with the Navisworks software. In addition to general contract requirements (2D shop drawings etc.) the subcontractors are required to provide 3D model(s) of their scope of work as outlined below in both native and Navisworks (.NWD or .NWC) format.

C. The BIM Execution Plan (BEP) will be created after subcontractor selection. SundtLayton will hold a BIM Kickoff Meeting after subcontractor selection with all subcontractors participating in the BIM process to review the BEP. Subcontractor's lead drafter, Project Manager and Field Foreman/Superintendent will be required to attend this meeting. The lead drafter and Foreman/Superintendent from each subcontractor will be required to attend all subsequent collaboration meetings as outlined in the BEP at the location and frequency as determined by SundtLayton. The foreman/superintendent managing the work in the field is required to participate in the BIM coordination/clash detection meetings held three times week until design and coordination is complete. The foreman/superintendent will be required to assist in discussions with subcontractor's lead drafter, project manager and other subcontractors in the coordination and sequence of work.

D. Should unavoidable conflicts be encountered during the preparation or review of the coordination models and supplemental drawings or Shop Drawings, or during construction, they shall be promptly brought to SundtLayton Construction, in writing, for resolution.

E. Coordinated Shop drawings must be signed off by each coordinating trade and SundtLayton Construction prior to submitting to the Architect. Prepare detailed Shop Drawings in plan view, with cross-sections as necessary, indicating the proposed installation plan for all wood or metal stud framing, HVAC, mechanical, fire sprinkler, plumbing, and electrical installations within the ceiling. These Drawings should depict actual elevations and linear dimensions, and all routing changes, transitions, and major offsets deemed necessary to accomplish the installation. Individual Shop Drawings will be prepared for each trade working within the designated space or area; in addition, coordination of the consolidated installation shall remain the responsibility of the Mechanical Contractor. These Shop Drawings shall be submitted to the Architect for review prior to commencement of installation.

F. Subcontractor shall remove and replace all work that does not comply with the signed off and approved coordinated shop drawings at his own expense. Repair or replace any other Work or property damaged by these operations at no additional cost to SundtLayton Construction or the Owner.

G. Where the Drawings are diagrammatic, showing only the general arrangement of the systems, subcontractor shall have responsibility for the fitting of materials and equipment to other parts of the equipment and structure, and to make adjustments as necessary or required to resolve space problems, preserve service room, and avoid architectural and structural elements and the Work of other trades. Contractor may be required to identify certain areas to relocate installations within the spaces depicted on the Drawings, e.g., ductwork may be shifted within the space shown to accommodate other systems. Such functional relocations shall not be deemed a change to the requirements of the Contract. In the event a rerouting of a system appears necessary, Contractor shall clearly highlight the proposed rearrangement on the submitted Shop Drawings.

H. Do not obstruct spaces and installations required to be clear for operation, maintenance, part replacement or Applicable Code Requirements. Do not cover any piping, wiring, ducts, or other installations until they have been inspected and approved and required inspection certificates issued. Ensure that anchorage, blocking, joining, and other detailing are provided as required.

I. Building Information Modeling (BIM) Deliverables: BIM Deliverables are in addition and in conjunction to all other contracted deliverables.

1. GENERAL
    a. All models to be provided to SundtLayton in native file format as well as Navisworks Document Format (.NWD) or Navisworks Cache Format (.NWC)
    b. All elements of the project to be created in 3 Dimensions with real world sizes and coordinates
    c. All elements to have identifiable material designations
    d. All elements to have identity codes or CSI codes attached
    e. Equipment, doors, and windows to have manufacture and model attached if known.
    f. The Mechanical Contractor will facilitate weekly clash meetings using Navisworks. These meetings will be held at a location to be determined by SundtLayton that best suits the projects needs. A minimum of one contact from each firm shall be required to attend and participate in this weekly meeting. This contact must have a working knowledge of the model as well as the authority to authorize changes.

g. SundtLayton will setup a project collaboration website (SharePoint) for the sole purpose of exchanging modeling data. Each firm will be responsible to update their portion of the collaborated model to this website biweekly for the use in the weekly clash meeting.
h. All firms shall be responsible for providing models in a Navisworks format. Please refer to www.autodesk.com for information on files that can be converted to Navisworks.

2. HVAC
   a. Prepare model and all working and contract documents using one of the following 3D design tools.
      A. Revit MEP
      B. AutoCAD MEP
      C. CADDUCT
      D. Quickpen
      E. CAD MEP
      F. All other formats must be preapproved in writing
   b. Model all HVAC systems.
   c. Model all ductwork including flanges and connections
   d. Model all diffusers and return air ducts
   e. Model all hard piping including underground piping to 5'-0" from edge of building
   f. Model all gravity fed piping regardless of size
   g. Model all curbs and equipment pads
   h. For all equipment requiring installation or maintenance clearances, model the clearance as a non-visible item in the assembly
   i. All access panels
   j. Model all seismic bracing, hangers and supports for piping and ductwork.
   k. Model all penetrations and openings.
   l. Model all other areas deemed necessary by SundtLayton for the HVAC.
   m. Insulation on all systems which are needed.
   n. Model all temporary systems
   o. Model all areas and systems that will require coordination with other building components or systems will be the financial responsibility of the subcontractor.

3. PLUMBING
   a. Prepare model and all working and contract documents using one of the following 3D design tools.
      G. Revit MEP
      H. AutoCAD MEP
      I. CADDUCT
      J. Quickpen
      K. CAD MEP
      L. All other formats must be preapproved in writing
   b. Model all Plumbing systems.
   c. Model all hard piping including underground piping to 5'-0" from edge of building
   d. Model all gravity fed piping regardless of size
   e. Model all curbs and equipment pads
   f. For all equipment requiring installation or maintenance clearances, model the clearance as a non-visible item in the assembly

g. All access panels
h. Model all seismic bracing, hangers and supports for piping and ductwork.
i. Model all penetrations and openings.
j. Model all other areas deemed necessary by SundtLayton for the pumping
k. Model all Insulation on all systems which are needed.
l. Model all temporary systems
m. Model all areas and systems that will require coordination with other building components or systems will be the financial responsibility of the subcontractor

4. ELECTRICAL
   a. Prepare model and all working and contract documents using one of the following 3D design tools.
      A. Revit MEP
      B. AutoCAD MEP
      C. CAD MEP
      D. All other formats must be preapproved in writing
   b. Model all electrical systems.
   c. Model all distribution boxes
   d. Model all conduit runs of 2” diameter or larger
   e. Model all bundled and gaged conduit
   f. Model all cable trays including hangers
   g. Model all underground conduit runs to 5’-0” from edge of building
   h. Model all curbs and equipment pads
   i. Model all fixtures
   j. Specialty systems (Fire Alarm, A/V, Security, Access Control and Telecom, etc.)
   k. For all fixtures requiring installation or maintenance clearances, model the clearance as a non-visible item in the assembly.
   l. Model all access panels
   m. Model all seismic bracing, hangers, cable trays and supports.
   n. Model all penetrations and openings
   o. Model all other areas deemed necessary by SundtLayton for Electrical
   p. Model all temporary systems
   q. Model all areas and systems that will require coordination with other building components or systems will be the financial responsibility of the subcontractor

5. FIRE SPRINKLER
   a. Prepare model and all working and contract documents using one of the following 3D design tools.
      A. Revit MEP
      B. AutoCAD MEP
      C. CAD MEP
      D. Quickpen
      E. All other formats must be preapproved in writing
   b. Model all fire sprinkler system.
   c. Model all fire sprinkler risers
   d. Model all fire sprinkler drops
   e. Model all piping runs
   f. Model all access panels
   g. Model all seismic bracing, hangers and pipe supports

h. Model all other areas deemed necessary by SundtLayton for Fire Protection
i. Model all areas and systems that will require coordination with other building components or systems will be the financial responsibility of the subcontractor

6. STRUCTURAL STEEL
    a. Prepare model and all working and contract documents using one of the following 3D design tools.
        A. Revit
        B. AutoCAD
        C. CAD
        D. Tekla
        E. All other formats must be preapproved in writing
    b. Model all full height walls Model all framing systems.
    c. Model all columns and beam
    d. Model all ledgers and angles.
    e. Model all soffit, ceiling, skylight, and shaft framing.
    f. Model all penetrations and openings
    g. Model all seismic bracing, kickers, hangers and supports.
    h. Model all other areas deemed necessary by SundtLayton.

7. METAL STUD FRAMING
    a. Prepare model and all working and contract documents using one of the following 3D design tools.
        A. Revit
        B. AutoCAD
        C. All other formats must be preapproved in writing
    b. Model all full height walls Model all framing systems
    c. Model all columns and beam
    d. Model all ledgers and angles.
    e. Model all soffit, ceiling, skylight, and shaft framing.
    f. Model all penetrations and openings
    g. Model all seismic bracing, kickers, hangers and supports.
    h. Model all other areas deemed necessary by SundtLayton for the Metal Stud framing.
    i. Model all areas and systems that will require coordination with other building components or systems will be the financial responsibility of the subcontractor

8. SITE UTILITIES
    a. Prepare model and all working and contract documents using one of the following 3D design tools.
        A. Autodesk Civil 3D
        B. Autodesk Map
        C. Microstation
        D. All other formats must be preapproved in writing
    b. Model site topography
    c. Model all underground utilities 1.5” or larger in diameter beyond 5’-0” of building
    d. Model all bundled conduit or piping.
    e. Model all vaults, manholes, tanks, and underground storage containers

f. Model all duct banks
g. Model all backwash preventers and control valves
h. Model all other site structures needed that are not included in architectural package
i. Model all areas and systems that will require coordination with other building components or systems will be the financial responsibility of the subcontractor

9. STRUCTURAL CONCRETE
   a. Prepare model and all working and contract documents using one of the following 3D design tools.
      F. Revit
      G. AutoCAD
      H. CAD
      I. Tekla
      J. All other formats must be preapproved in writing
   b. Model all concrete walls
   c. Model all concrete systems.
   d. Model all Grade beams and footings
   e. Model all zone of influence.
   f. Model all penetrations and openings
   g. Model all RFI changes related to Concrete
   h. Model all other areas deemed necessary by SundtLayton for structural concrete
   i. Model all areas and systems that will require coordination with other building components or systems will be the financial responsibility of the subcontractor

10. STRUCTURAL MASONRY
   a. Prepare model and all working and contract documents using one of the following 3D design tools.
      K. Revit
      L. AutoCAD
      M. CAD
      N. Tekla
      O. All other formats must be preapproved in writing
   b. Model all Masonry walls
   c. Model all Masonry systems.
   d. Model all penetrations and openings
   e. Model all RFI changes related to Masonry
   f. Model all other areas deemed necessary by SundtLayton for structural Masonry
   g. Model all areas and systems that will require coordination with other building components or systems will be the financial responsibility of the subcontractor

11. CEILING GRID
   a. Prepare model and all working and contract documents using one of the following 3D design tools.
      A. Revit
      B. AutoCAD
      C. All other formats must be preapproved in writing
   b. Model all ceilings
   c. Model all framing systems.
   d. Model all seismic bracing, kickers, hangers and supports.
   e. Model all other areas deemed necessary by SundtLayton.

12. LOW VOLTAGE SYSTEMS AND PHOTOMETRIC SYSTEMS
    a. Prepare model and all working and contract documents using one of the following 3D design tools.
        E. Revit MEP
        F. AutoCAD MEP
        G. CAD MEP
        H. All other formats must be preapproved in writing
    b. Model all electrical systems.
    c. Model all distribution boxes
    d. Model all conduit runs of 2” diameter or larger
    e. Model all bundled conduit
    f. Model all cable trays including hangers
    g. Model all underground conduit runs to 5’-0” from edge of building
    h. Model all curbs and equipment pads
    i. Model all fixtures
    j. Specialty systems (Fire Alarm, A/V, Security, Access Control and Telecom, etc.)
    k. For all fixtures requiring installation or maintenance clearances, model the clearance as a non-visible item in the assembly.
    l. Model all access panels
    m. Model all seismic bracing, hangers, cable trays and supports.
    n. Model all penetrations and openings
    o. Model all other areas deemed necessary by SundtLayton.

13. SECURITY CEILINGS AND SECURITY WALLS (METAL AND MASONRY) AND SECURITY SCREENS
    a. Prepare model and all working and contract documents using one of the following 3D design tools.
        A. Revit
        B. AutoCAD
        C. All other formats must be preapproved in writing
    b. Model all ceilings
    c. Model all framing systems.
    d. Model all seismic bracing, kickers, hangers and supports.
    e. Model all Ceiling thicknesses needed for clearance
    f. Model all full height walls Model all framing systems
    g. Model all columns and beam
    h. Model all ledgers and angles.
    i. Model all soffit, ceiling, skylight, and shaft framing.
    j. Model all penetrations and openings
    k. Model all seismic bracing, kickers, hangers and supports.
    l. Model all other areas deemed necessary by SundtLayton
    m. Model all areas and systems that will require coordination with other building components or systems will be the financial responsibility of the subcontractor

14. FOOD SERVICE EQUIPMENT

a. Prepare model and all working and contract documents using one of the following 3D design tools.
   M. Revit MEP
   N. AutoCAD MEP
   O. CADDUCT
   P. Quickpen
   Q. CAD MEP
   R. All other formats must be preapproved in writing
b. Model all Food service systems.
c. Model all Food service connections
d. Model all cabinetry.
e. Model all hard piping including underground piping to 5'-0" from edge of building
f. Model all gravity fed piping regardless of size
g. Model all curbs and equipment pads
h. For all equipment requiring installation or maintenance clearances, model the clearance as a non-visible item in the assembly
i. All access panels
j. Model all seismic bracing, hangers and supports for piping and ductwork.
k. Model all other areas deemed necessary by SundtLayton.
l. Model all areas and systems that will require coordination with other building components or systems will be the financial responsibility of the subcontractor

15. LAUNDRY EQUIPMENT

a. Prepare model and all working and contract documents using one of the following 3D design tools.
   S. Revit MEP
   T. AutoCAD MEP
   U. CADDUCT
   V. Quickpen
   W. CAD MEP
   X. All other formats must be preapproved in writing
b. Model all Equipment systems.
c. Model all Equipment connections
d. Model all cabinetry.
e. Model all hard piping including underground piping to 5'-0" from edge of building
f. Model all gravity fed piping regardless of size
g. Model all curbs and equipment pads
h. For all equipment requiring installation or maintenance clearances, model the clearance as a non-visible item in the assembly
i. All access panels
j. Model all seismic bracing, hangers and supports for piping and ductwork.
k. Model all other areas deemed necessary by SundtLayton.

END OF SECTION

BID PACKAGE 21.01 FIRE SPRINKLERS

Scope of work shall include the cost of all the necessary labor, material, hoisting, scaffolding, tools, equipment, supplies, engineering and supervision required to furnish, install and complete the work in accordance with the bid documents including but not limited to the Division 0 and Division 1 specifications and the following referenced specifications:

The items listed below are for clarification only and shall not be construed as a complete list of work unless specifically noted otherwise, all items are to include furnish and install.

INCLUSIONS

05 05 53 TAMPER PROOF METAL FASTENERS
07 84 13 PENETRATION FIRESTOPPING
07 84 46 FIRE-RESISTIVE JOINT SYSTEMS
07 92 00 JOINT SEALANTS
08 31 13 ACCESS DOORS AND FRAMES
13 48 00 NOISE AND VIBRATION CONTROL
21 30 00 FIRE PROTECTION OUTLINE SPECIFICATION
APPENDIX – D PRELIMINARY Cx PLAN MANUAL

Instructions to Bidders Manual dated 02/28/13
Exhibit A Project Specifications Manual dated 02/14/13
Exhibit B Project Drawings dated 02/14/13
Exhibit C Geo-Technical Report dated 11/30/12
Exhibit D Project Labor Agreement

1. DESIGN:
    i. Design in 3D format as directed in document 0016 BIM Requirements a complete fire protection system.
    ii. The role of the design build contractor is to design a complete fire sprinkler system without change order. The only change orders to be approved will be Owner directed increases in scope over the issued RFP documents.
2. TEMPORARY STAND PIPE AND FIRE EXTINGUISHERS:
    i. Furnish and install a temporary stand pipe system for temporary fire protection.
    ii. Furnish, install and maintain a temporary fire extinguisher in all day rooms, corridors and hallways per OSHA requirements throughout the duration of the project, whether crews are on site or not.
3. FIRE PROTECTION SYSTEM:
    i. Furnish and install complete fire protection system including preaction systems.
    ii. Furnish and install back flow preventers on all stand pipes.
    iii. Make fire water connection from flange located at 1st floor of the building. Central Utility Plant. Provide underground Fire Protection lines between the Central Utility Plant and the main structure.
    iv. All fire sprinkler water is to be contained and hauled off site or treated prior to dumping into storm or sewer system. This Project site has strict regulations regarding water run-off and contaminated water being put into storm and sewer systems. Suggest having a pump truck or water containment system onsite the day that systems drained and flushed to capture the water.
    v. All sprinkler heads as required for complete coverage. At a minimum, provide institutional type sprinkler heads in these holding and booking areas: Jail Pod (not including control room and unreachable areas of the day rooms), all of the booking area, and all holding cells, and at all

medical bay area. Provide a shop drawing indicating types, manufacturer, and approximate location of sprinkler heads with the response to the RFP.

vi. Furnish and install noise and vibration systems as applies to fire sprinkler systems.

vii. Furnish and install all "security fasteners" as required for own work per specification section 05 05 53.

viii. Provide a shop drawing indicating where pre-action systems are included.

ix. Reference Section 01 23 00 Alternates that apply to this scope of work.

4. ANGERS AND SUPPORTS:
   i. Furnish and install hangers, supports, vibration and seismic controls. Provide shop drawings for hangers, supports and seismic controls including engineering and calculations for seismic controls.
5. PENETRATIONS:
   i. All penetrations are to be sleeved in concealed areas through decks, walls and floor sleeves are to be ½" above surrounding surface.
   ii. Saw cutting and coring for all penetrations and structural supports/fixes for own work as applicable. All coring shall have the approval of the structural engineer/Architect. This contractor is required to clean up spoils and debris from saw cutting and coring. Reference Cut and Patch section 01 73 29.
   iii. Provide all penetrations required for this scope of work coordinating with all Contractors adjacent to your scope of work. Penetrations not to exceed the allowed clearance of fire caulking.
   iv. All pipe escutechions to be single piece
6. JOINT SEALANTS, FIRE CAULKING AND ACCESS DOORS:
   i. Provide fire and smoke barrier where required at fire sprinkler penetrations.
   ii. This contractor is to purchase all access doors from the HVAC contractor and security locks from the Detention Equipment contractor so that the same type of access doors are being provided for the entire project. The installation of the access doors will be by others.

EXCLUSIONS

1. Fire water service from flange to exterior of the building and to point of connection by others.
2. Installation of access doors by others.

GENERAL NOTES

1. Contractor is to provide the necessary number of move-ins to comply with Construction Manager's schedule. Provide relocation of staging area as necessary due to construction progress and as directed by Construction Manager. The project schedule is for reference only and is intended to show how Construction Manager is planning to execute the work so that it is completed within the Contract Time established between Construction Manager and County. Each Contractor will be requested to provide further input to expand and/or detail the Schedule, while maintaining the goals and milestones of the project schedule. Modifications to the project schedule shall not be a basis for adjustment of the contract price.
2. Contractor has primary responsibility for locating existing utilities prior to commencing underground work. Contractor must make own notification to required agencies and hold a pre-dig conference prior to starting excavation work. Contractor should not rely on any representation made by anyone other than those individuals duly authorized to survey, locate and stake existing utilities.
3. Contractor is responsible for all welding required for own work. Contractor is responsible for providing temporary power for welding. Submit welder's certifications to Construction Manager.
4. Escalation costs, if any, shall be included in the Contract Price.
5. All safety equipment i.e. shoring, trench plates, safety fencing, fall protection, etc. are to be provided by this Contractor as required for own scope of work.

END OF SECTION

BID PACKAGE 22.01 PLUMBING

Scope of work shall include the cost of all the necessary labor, material, hoisting, scaffolding, tools, equipment, supplies, engineering and supervision required to furnish, install and complete the work in accordance with the bid documents including but not limited to the Division 0 and Division 1 specifications and the following referenced specifications:

The items listed below are for clarification only and shall not be construed as a complete list of work unless specifically noted otherwise, all items are to include furnish and install.

INCLUSIONS

02 62 16 SUB-SLAB DEPRESSURIZATION EQUIPMENT
05 05 53 TAMPER PROOF METAL FASTENERS
07 84 13 PENETRATION FIRESTOPPING
07 84 46 FIRE-RESISTIVE JOINT SYSTEMS
07 92 00 JOINT SEALANTS
08 31 13 ACCESS DOORS AND FRAMES
11 11 00 LAUNDRY EQUIPMENT
11 40 00 FOOD SERVICE EQUIPMENT (for reference with plumbing systems)
11 70 10 MEDICAL EQUIPMENT (for reference with plumbing systems)
13 48 00 NOISE AND VIBRATION CONTROL
22 08 00 COMMISSIONING OF PLUMBING SYSTEMS
22 40 00 PLUMBING OUTLINE SPECIFICATION
26 42 13 GALVANIC CATHODIC PROTECTION FOR UNDERGROUND PIPING
31 21 16.13 SOIL GAS VENTING
31 23 00 EXCAVATION AND FILL (for reference with site gas systems)
33 08 00 UTILITY SYSTEMS Cx REQUIREMENTS
33 51 00 NATURAL GAS DISTRIBUTION
APPENDIX – B MV PLAN
APPENDIX – D PRELIMINARY Cx PLAN MANUAL

Instructions to Bidders Manual dated 02/28/13
Exhibit A Project Specifications Manual dated 02/14/13
Exhibit B Project Drawings dated 02/14/13
Exhibit C Geo-Technical Report dated 11/30/12
Exhibit D Project Labor Agreement

1. DESIGN:
    i. Provide design services in 3D format per document 0016 BIM Requirements for a complete plumbing systems including but not limited to domestic, fire water, condensate, roof drains and overflows, rain water leaders that are on the interior of the building or are schedule 40 piping and sewer.
    ii. The role of the design build contractor is to design a complete plumbing system without change order. The only change orders to be approved will be Owner directed increases in scope over the issued RFP documents.
2. TEMPORARY PLUMBING SYSTEMS:
    i. Furnish and install a temporary hydrant meter and backflow device by connecting to existing hydrant located in Blomquist Street and Maple. Bring 2 1/2" water line underground and up in a riser with hose bib behind the curb and behind the fence. Obtain water meter permit from Redwood City. Furnish and install hose bib to wash down station at both per erosion control

plan.

ii. Remove and cap temporary water and sewer services at completion of the project as directed by Sundt Layton at both the Project site and Construction Yard.

3. TEMPORARY TOILETS:
   i. Furnish an average of 20 temporary toilet units with 10 temporary wash stations with weekly cleaning service for 86 weeks. The units and wash stations will be located in three different locations, Project site - 1300 Maple Street, Construction Yard -1402 Maple Street and additional parking lot at the go-cart track 1 block away from the jobsite on Blomquist.
4. TEMPORARY HEATING:
   i. Furnish, install and maintain temporary heating systems for 9 months. Temporary heating system is to include all equipment and materials to heat the buildings in order to maintain a temperature above 55 degrees and have dehumidification to maintain 50% relative humidity.
5. PLUMBING SYSTEMS:
   i. Design and provide solar panels rough-in per design documents. Provide alternate pricing for installation of solar panels per alternate.
   ii. Provide cathodic protection on underground plumbing systems.
   iii. Furnish and install laundry equipment connections and drainage.
   iv. Temporarily cap all plumbing pipes during construction using an approved plumbing cap. Tape is not an acceptable cap.
   v. Furnish and install all “security fasteners” as required for own work per specification section 05 05 53.
   vi. Furnish and install sub-surface depressurization equipment and soil gas venting system.
   vii. Furnish and install noise and vibration systems as applies to plumbing systems.
   viii. Furnish, install and make final connection of plumbing to all medical equipment.
   ix. Furnish, install and maintain impalement protection on all vertical plumbing piping per OSHA guidelines.
   x. Furnish and install floor drains at all compressors stations for detention equipment.
   xi. Furnish and install domestic water piping, sanitary waste and vent piping, storm drainage piping within 5ft of the building pads, gas piping, domestic water heaters, plumbing fixtures, drinking fountains and water coolers, plumbing specialties including but not limited to meters, gauges, valves and cocks, hangers, supports, mechanical vibration and seismic controls. Provide shop drawings for hangers, supports and seismic controls including engineering for seismic controls and mechanical identification.
   xii. This contractor is to make final connections to all site utilities including but not limited to storm, sewer, water and rain water leaders, etc. 5ft at point of connection 5ft outside the buildings.
   xiii. Furnish and install piping insulation.
   xiv. Furnish and install water management system devices. Coordinate with controls contractors for management of system.
   xv. Furnish and install treatment of water systems.
   xvi. This contractor is to make final connection of all foodservice equipment including trap primers, gas connections from back of equipment to the wall, condensates, refrigeration piping, etc.
   xvii. Furnish and install roof drains, trench drains and bi-level deck drains.
   xviii. Furnish and install drain at recessed entrance grilles.
   xix. Provide connection of condensates to all equipment which have condensates.
   xx. Include in base bid an allowance of $200,000 for misc. plumbing systems.
   xxi. Include in base bid an allowance of $250,000 for medical gas and plumbing to medical rooms / equipment. Connections are to be in base bid.
   xxii. Include in base bid a $100,000 design contingency.
   xxiii. Reference Section 01 23 00 Alternates that apply to this scope of work.
6. HANGERS AND SUPPORTS:
   i. Furnish and install hangers, supports, mechanical vibration and seismic controls. Provide shop

drawings for hangers, supports and seismic controls including engineering and calcs. for seismic controls.

7. JOINT SEALANT, FIRE CAULKING AND ACCESS DOORS:
   i. Furnish and install fire and acoustic caulking for all penetrations.
   ii. This contractor is to purchase all access doors for this scope of work from the HVAC contractor and security locks from the Detention Equipment contractor so that the same type of access doors are being provided for the entire project. The installation of the access doors will be by others. The cost of the purchase of the access doors is to be included in this contractor's base bid for own work.
8. PENETRATIONS:
   i. Saw cutting and coring for all penetrations and structural supports/fixes for own work as applicable, after engineer/architect approval. Reference Cut and Patch section 01 73 29.
   ii. Any floor penetration sleeve should be installed ½" above finish floor.
   iii. Provide all penetrations required for this scope of work coordinating with all Contractors adjacent to your scope of work. Penetrations not to exceed the allowed clearance of fire caulking.
9. SITE WORK:
   i. Furnish and install site gas piping from PG&E point of connection at the south side of property adjacent to highway 101 approximately mid lot East to West.
   ii. All spoils are to be placed at onsite spoils pile designated by Sundt Layton. If this contractor generates their own stock pile that is going to be undisturbed for more than 24 hours, this contractor needs to cover their own stock pile per SWPP BMPs.
   iii. Provide connection to stubbed site utilities.
   iv. Provide trenching, shoring, backfill and restoration of (E) surface conditions for tie-in to site.
10. COMMISSIONING:
    i. Furnish and install commissioning of water systems.
11. MOCK-UPS:
    i. Provide Cell mockups of plumbing and mechanical chases, openings and protection as applies to own work within mockup cell provided by others. Coordinate with other trades as necessary for mock-up.

EXCLUSIONS

1. Hydronic system by others.
2. Electrical for cathodic protection by others.
3. Fire Sprinklers by others.
4. Installation of access doors and frames by others.
5. Sheet metal downspouts by others.

GENERAL NOTES

1. Contractor is to provide the necessary number of move-ins to comply with Construction Manager's schedule. Provide relocation of staging area as necessary due to construction progress and as directed by Construction Manager. The project schedule is for reference only and is intended to show how Construction Manager is planning to execute the work so that it is completed within the Contract Time established between Construction Manager and County. Each Contractor will be requested to provide further input to expand and/or detail the Schedule, while maintaining the goals and milestones of the project schedule. Modifications to the project schedule shall not be a basis for adjustment of the contract price.
2. Contractor has primary responsibility for locating existing utilities prior to commencing underground work. Contractor must make own notification to required agencies and hold a pre-dig conference prior to starting excavation work. Contractor should not rely on any representation made by anyone other than those individuals duly authorized to survey, locate and stake existing utilities.

3. Contractor is responsible for all welding required for own work. Contractor is responsible for providing temporary power for welding. Submit welder's certifications to Construction Manager.
4. Escalation costs, if any, shall be included in the Contract Price.
5. All safety equipment i.e. shoring, trench plates, safety fencing, fall protection, etc. are to be provided by this Contractor as required for own scope of work.

END OF SECTION

BID PACKAGE 23.01 HVAC

Scope of work shall include the cost of all the necessary labor, material, hoisting, scaffolding, tools, equipment, supplies, engineering and supervision required to furnish, install and complete the work in accordance with the bid documents including but not limited to the Division 0 and Division 1 specifications and the following referenced specifications:

The items listed below are for clarification only and shall not be construed as a complete list of work unless specifically noted otherwise, all items are to include furnish and install.

INCLUSIONS

01 50 00 TEMPORARY FACILITIES AND CONTROLS
05 05 53 TAMPER PROOF METAL FASTENERS
07 62 00 SHEET METAL FLASHING AND TRIM
07 84 13 PENETRATION FIRESTOPPING
07 84 46 FIRE-RESISTIVE JOINT SYSTEMS
07 92 00 JOINT SEALANTS
08 31 13 ACCESS DOORS AND FRAMES
11 40 00 FOOD SERVICE EQUIPMENT (for reference with HVAC systems)
11 70 10 MEDICAL EQUIPMENT (for reference with HVAC systems)
23 00 10 COMMON WORK RESULTS FOR MECHANICAL
23 00 20 DESIGN PHASE SERVICES
23 05 29 SUPPORTS AND SEISMIC PROTECTION FOR EQUIPMENT, PIPING AND DUCTWORK
23 08 00 COMMISSIONING OF HVAC SYSTEMS
23 50 00 HEATING, VENTILATING, AND AIR CONDITIONING
APPENDIX – A SMOKE CONTROL REPORT
APPENDIX – B MV PLAN
APPENDIX – D PRELIMINARY Cx PLAN MANUAL

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1. DESIGN:
    i. Provide design services in 3D format per document 0016 BIM Requirements, furnish and install complete HVAC and hydronics system.
    ii. The role of the design build contractor is to design a complete HVAC and hydronic system without change order. The only change orders to be approved will be Owner directed increases in scope over the issued RFP documents.
2. HVAC AND HYDRONIC SYSTEMS:
    i. Furnish and install HVAC and hydronic systems including all piping supports.
    ii. Furnish and install all smoke duct detectors in the air handling units.
    iii. Furnish, cut-in and install vol. dampers as required by test and balance contractor.
    iv. Furnish and install waterproof sleeve system at all roof and exterior wall penetrations (stub outs).
    v. Furnish and layout of concrete equipment pads. Installed by others.
    vi. Flush and chlorinate hydronics piping systems including but not limited to rust prohibitors and poly glycol.
    vii. Tightly wrap and seal dust/debris free protection around all HVAC ducts and equipment. Maintain

protection throughout construction process. Remove and dispose of protection prior to start-up

viii. Furnish and install all "security fasteners" as required for own work per specification section 05 05 53.

ix. Furnish and install manufactured / factory HVAC curbs.

x. Furnish and install noise and vibration systems as applies to HVAC and hydronic systems.

xi. Furnish, install and make final connection of HVAC to all medical equipment.

xii. FOB additional belts and sheaves as directed by test and balancing contractor.

xiii. This contractor is to clean the inside of all AHUs prior to the start-up of the units.

xiv. Furnish and install power ventilators, air terminals, diffusers, registers, grilles, rooftop air conditioners, outdoor self-contained air-handling unit, and split-system air-conditioning units.

xv. Furnish and install connection of ductwork to kitchen exhaust hood / Ansul systems. Furnish and install kitchen exhaust fan and make-up air as required for the hood / Ansul systems.

xvi. Furnish and install HVAC and hydronics piping insulation.

xvii. Furnish and install all labeling for own work.

xviii. Furnish and install boilers.

xix. Provide AQMD boiler permits which must be provided before boilers may be delivered to the site.

xx. This contractor is responsible to flush and clean all strainers and filter systems as required to provide a clean system.

xxi. Provide labels of all equipment, piping, access panels, registers, diffusers, ceiling grids, etc.

xxii. Provide laminated and framed valve schedule for all HVAC and hydronics system valves.

xxiii. Furnish and install louvers and vents as applicable to mechanical systems. Provide architectural louvers, subject to review and approval by the architect.

xxiv. Furnish and install sheet metal flashings and trims including but not limited to counter flashing, GSM pans and other flashings and trims associated with mechanical systems. Other flashings associated with roofing systems by others.

xxv. Furnish and install roof curbs as required for this scope of work. All roof curbs shall extend a minimum of 12" above the finished roof surface.

xxvi. Furnish and install watertight seals at flex tube collars.

xxvii. Sound trap and ductwork for fume hood exhaust systems shall be stainless steel. Provide light testing of all grease ducts. Ensure grease duct does not exit directly onto roof membrane.

xxviii. Provide equipment start up in coordination with controls contractor and Cx Plan. This contractor is to have someone onsite during point to point start up process with controls contractor.

xxix. Furnish, install and remove MERV 13 filters during construction on all HVAC equipment. At the completion of the project replace construction filters with new filter in all equipment. Include in three filter changes during construction operations.

xxx. Furnish and install smoke management devices and dampers for a complete system. Coordinate control of the smoke management system with controls and fire alarm contractor. Provide personnel during testing and pre-testing of smoke management system.

xxxi. Furnish and install water heater and boiler flues.

xxxii. Include in base bid an allowance of $350,000 for misc. HVAC and hydronic systems.

xxxiii. Include in base bid an $180,000 design contingency.

xxxiv. Provide coordination drawings per Section 01 50 00 Temporary Facilities and Controls.

xxxv. Reference Section 01 23 00 Alternates that apply to this scope of work.

3. HANGERS AND SUPPORTS:

i. Furnish and install hangers, supports, mechanical vibration and seismic controls. Provide shop drawings for hangers, supports and seismic controls including engineering for seismic controls.

4. PENETRATIONS:

i. Saw cutting and coring for all penetrations and structural supports/fixes for own work as applicable. Provide layout for other trades such as masons, precast suppliers, steel fabricators and erectors, and concrete carpenters. This contractor is to furnish and install sheet metal sleeves / penetrations for own work. Reference Cut and Patch section 01 73 29.

ii. Any floor penetration sleeve should be installed ½" above finish floor.
iii. All penetrations through security rated walls, floors, and ceilings shall be provided with approved security barriers. Refer to design requirements for opening sizes, type of steel. Include basic sketch of typical proposed barriers as barriers as part of your proposal. Aluminum or mesh shall not be considered security barriers.
iv. Provide all penetrations required for this scope of work coordinating with all Contractors adjacent to your scope of work. Penetrations not to exceed the allowed clearance of fire caulking.
v. All pipe escutchions are to be single piece

5. JOINT SEALANTS, FIRE CAULKING AND ACCESS DOORS:
   i. Provide joint sealants as required for installation of HVAC and hydronic systems.
   ii. Furnish and install fire, smoke and acoustic caulking for all penetrations.
   iii. All contractors will purchase access doors from this contractor and security locks from the Detention Equipment contractor. The HVAC contractor is to provide FOB to the jobsite access doors including key and locks for own work for installation by others. Other subcontractors may utilize access doors HVAC contractor provides for access to their systems without cost participation, but with coordination to ensure access to HVAC is not restricted.
6. COMMISSIONING:
   i. Participate in the enhanced commissioning testing process, etc.
7. MOCK-UPS:
   i. Provide Cell mockups of mechanical chases, openings and protection as applies to own work within mockup cell provided by others. Coordinate with other trades as necessary for mock-up

EXCLUSIONS

1. Plumbing Systems by others.
2. Installation of access doors by others.
3. Installation of smoke detectors, duct detectors and monitor modules by others unless noted otherwise.
4. Testing, adjusting and balancing by others.
5. Housekeeping pads by others.
6. Other flashings not listed above and associated with roofing systems by others.

GENERAL NOTES

1. Contractor is to provide the necessary number of move-ins to comply with Construction Manager's schedule. Provide relocation of staging area as necessary due to construction progress and as directed by Construction Manager. The project schedule is for reference only and is intended to show how Construction Manager is planning to execute the work so that it is completed within the Contract Time established between Construction Manager and County. Each Contractor will be requested to provide further input to expand and/or detail the Schedule, while maintaining the goals and milestones of the project schedule. Modifications to the project schedule shall not be a basis for adjustment of the contract price.
2. Contractor has primary responsibility for locating existing utilities prior to commencing underground work. Contractor must make own notification to required agencies and hold a pre-dig conference prior to starting excavation work. Contractor should not rely on any representation made by anyone other than those individuals duly authorized to survey, locate and stake existing utilities.
3. Contractor is responsible for all welding required for own work. Contractor is responsible for providing temporary power for welding. Submit welder's certifications to Construction Manager.
4. Escalation costs, if any, shall be included in the Contract Price.
5. All safety equipment i.e. shoring, trench plates, safety fencing, fall protection, etc. are to be provided by this Contractor as required for own scope of work.

END OF SECTION

BID PACKAGE 23.02 CONTROLS

Scope of work shall include the cost of all the necessary labor, material, hoisting, scaffolding, tools, equipment, supplies, engineering and supervision required to furnish, install and complete the work in accordance with the bid documents including but not limited to the Division 0 and Division 1 specifications and the following referenced specifications:

The items listed below are for clarification only and shall not be construed as a complete list of work unless specifically noted otherwise, all items are to include furnish and install.

INCLUSIONS

05 05 53 TAMPER PROOF METAL FASTENERS
07 84 13 PENETRATION FIRESTOPPING
07 84 46 FIRE-RESISTIVE JOINT SYSTEMS
07 92 00 JOINT SEALANTS
08 31 13 ACCESS DOORS AND FRAMES
11 40 00 FOOD SERVICE EQUIPMENT (for reference with Control systems)
23 00 10 COMMON WORK RESULTS FOR MECHANICAL
23 00 20 DESIGN PHASE SERVICES
23 08 00 COMMISSIONING OF HVAC SYSTEMS
APPENDIX – A SMOKE CONTROL REPORT
APPENDIX – B MV PLAN
APPENDIX – C LIGHTING MANUAL
APPENDIX – D PRELIMINARY Cx PLAN MANUAL

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Exhibit D Project Labor Agreement

1. DESIGN:
    i. Provide design services in 3D format per document 0016 BIM Requirements for a complete controls system.
    ii. The role of the design build contractor is to design a complete controls system without change order. The only change orders to be approved will be Owner directed increases in scope over the issued RFP documents.
2. CONTROL SYSTEMS:
    i. Furnish and install building management system (BMS) system including but not limited to step down transformers and connection of transformers as required for own system.
    ii. Furnish and install control wiring, equipment and programming of building management system in coordination with HVAC, lighting and plumbing systems.
    iii. Furnish, install and monitor smoke management system. Coordinate with fire alarm contractor for interface between systems. Provide control of dampers required for such systems. Provide personnel during testing and pre-testing of smoke management system.
    iv. Monitor and provide final connections of controls to food service equipment as applicable.
    v. Monitor water management system. Coordinate with plumbing contractor for water management system.
    vi. Furnish and install all monitor modules.
    vii. Furnish and install all “security fasteners” as required for own work per specification section 05

05 53.

viii. Exposed conduits installed after painter has left an area will be the responsibility of this contractor to paint or have painted by the project painter. If request for conduits is late due to this contractor then this contractor shall bear that same responsibility.

ix. This contractors shall be onsite required during the air balancing process to assist air balancer in controlling the BMS so he may complete the air balancing process.

x. This contractor shall be onsite during all HVAC start-up processes.

xi. Include in base bid an allowance of $500,000 for COBie or equal system software.

xii. Include in base bid an allowance of $200,000 for misc. control systems.

xiii. Include in base bid a $76,000 design contingency.

xiv. Reference Section 01 23 00 Alternates that apply to this scope of work.

3. JOINT SEALANT, FIRE CAULKING AND ACCESS DOORS:
   i. Furnish and install fire and acoustic caulking for all penetrations.
   ii. This contractor is to purchase all access doors for this scope of work from the HVAC contractor and security locks from the Detention Equipment contractor so that the same type of access doors are being provided for the entire project. The installation of the access doors will be by others.
4. COMMISSIONING:
   i. Furnish and install commissioning of water systems.

EXCLUSIONS

1. Installation of access doors and frames by others.
2. Conduit provided by others.
3. Lighting control by others.

GENERAL NOTES

1. Contractor is to provide the necessary number of move-ins to comply with Construction Manager's schedule. Provide relocation of staging area as necessary due to construction progress and as directed by Construction Manager. The project schedule is for reference only and is intended to show how Construction Manager is planning to execute the work so that it is completed within the Contract Time established between Construction Manager and County. Each Contractor will be requested to provide further input to expand and/or detail the Schedule, while maintaining the goals and milestones of the project schedule. Modifications to the project schedule shall not be a basis for adjustment of the contract price.
2. Contractor has primary responsibility for locating existing utilities prior to commencing underground work. Contractor must make own notification to required agencies and hold a pre-dig conference prior to starting excavation work. Contractor should not rely on any representation made by anyone other than those individuals duly authorized to survey, locate and stake existing utilities.
3. Contractor is responsible for all welding required for own work. Contractor is responsible for providing temporary power for welding. Submit welder's certifications to Construction Manager.
4. Escalation costs, if any, shall be included in the Contract Price.
5. All safety equipment i.e. shoring, trench plates, safety fencing, fall protection, etc. are to be provided by this Contractor as required for own scope of work.

END OF SECTION

BID PACKAGE 26.01 ELECTRICAL

Scope of work shall include the cost of all the necessary labor, material, hoisting, scaffolding, tools, equipment, supplies, engineering and supervision required to furnish, install and complete the work in accordance with the bid documents including but not limited to the Division 0 and Division 1 specifications and the following referenced specifications:

The items listed below are for clarification only and shall not be construed as a complete list of work unless specifically noted otherwise, all items are to include furnish and install.

INCLUSIONS

05 05 53 TAMPER PROOF METAL FASTENERS
07 84 13 PENETRATION FIRESTOPPING
07 84 46 FIRE-RESISTIVE JOINT SYSTEMS
07 92 00 JOINT SEALANTS
08 31 13 ACCESS DOORS AND FRAMES
08 34 20 POWER FOUR-FOLD DOORS (reference for electrical only)
11 19 23 X-RAY PACKAGE SCANNING SYSTEM (reference for electrical only)
11 40 00 FOOD SERVICE EQUIPMENT (for reference for electrical only)
11 70 10 MEDICAL EQUIPMENT (for reference for electrical only)
26 00 00 ELECTRICAL OUTLINE SPECIFICATION
26 00 20 DESIGN PHASE SERVICES
26 05 00 COMMON WORK RESULTS FOR ELECTRICAL
26 05 29 SUPPORTS AND SEISMIC PROTECTION FOR ELECTRICAL SYSTEMS
26 08 00 COMMISSIONING OF ELECTRICAL SYSTEMS AND LIGHTING CONTROLS
26 42 13 GALVANIC CATHODIC PROTECTION FOR UNDERGROUND PIPING
31 23 00 EXCAVATION AND FILL (for reference for site electrical systems)
33 08 00 UTILITY SYSTEMS Cx REQUIREMENTS
APPENDIX – A SMOKE CONTROL REPORT
APPENDIX – B MV PLAN
APPENDIX – C LIGHTING MANUAL
APPENDIX – D PRELIMINARY Cx PLAN MANUAL

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1. DESIGN:
    i. Provide design services in 3D format per document 0016 BIM Requirements for a complete electrical system.
    ii. The role of the design build contractor is to design a complete electrical system without change order. The only change orders to be approved will be Owner directed increases in scope over the issued RFP documents.
2. TEMPORARY ELECTRICAL SYSTEMS:
    i. Extend temporary electrical from 1402 Maple Street Construction Yard to Project site. See site logistics plan document 008 for location. Install temporary power from Construction Yard temp power service across the street to the corner of the Project site. Temporary Power may be strung overhead on temporary poles with the approval from PG&E. Once the power hits the Project site

run temporary conduit underground into the building's electrical room on the first floor. Maintain temporary power by checking all GFCIs, redistributing spider boxes during construction progress, roll up spider boxes in phases as final finish are to be installed and relocate boxes as needed to accommodate new work. Design, provide and maintain all temporary power and lighting in the building for the duration of the project. A man and materials hoist power will be included on the project. The temporary power, as a minimum, shall include a power grid throughout the building and distribution boxes ("spider" boxes) and / or panels to each floor area, such that any trade can access their work with a maximum of a 100' extension cord. Include in base bid an allowance of $125,000 for monthly electrical usage costs. Include in base bid an allowance of $20,000 for coordination and power hookup of other Contractor's office. Provide temporary power for early usage of one freight elevator . The temporary lighting plan shall include all necessary light fixtures and/or light strings for egress lighting and re-lamping to meet CalOSHA standards. In addition to this, all corridors, stairs and major rooms (i.e. rooms longer than 25' in at least one direction) will required to have light strings. Task-specific lighting, however, will be provided by each Subcontractor. Include $35,000 allowance for replacement of light bulb maintenance to allow for work to be installed. Remove all temporary light strings as directed by Sundt Layton.

ii. Include 220 hours for maintenance of temporary power and lighting systems.
iii. Provide temporary light strings hung from the ceiling or wall in all corridors / hallways / day rooms, the lobby, mechanical chases and any room that is more than 400sf.
iv. Provide a shop drawing showing temporary lighting and temporary power distribution plan to Sundt Layton for review.
v. Furnish, install and remove 480v 3-phase power to man-lift.
vi. Install and maintain two temporary security cameras that covers the frontage of all four side of the buildings and two temporary security cameras that cover the Construction Yard trailer complex and the Trade Contractor trailers.
vii. Include 120 - 40 yard C&D dumpsters (mixed for recycling) for 90 weeks. Track recycling content on a monthly basis per waste management specification section 01 74 19. Dumpsters are to be utilized by all parties for the duration of the project.

3. ELECTRICAL SYSTEMS:

i. Furnish and install electrical systems and lighting control systems.
ii. Furnish and install cathodic protection systems.
iii. Install pneumatic tubing furnished by DEC contractor. Termination by others.
iv. Furnish, install and make final connections of all power for X-Ray equipment.
v. Furnish and install power and make final connection to all power doors.
vi. Furnish power and make final connection to all electrified hardware, (excluding security electronics hardware), drinking fountain/coolers, toilet accessory equipment, projection screens and projector mounts.
vii. Furnish, install and maintain impalement protection on all vertical electrical conduits per OSHA guidelines.
viii. Furnish, install and make final connection of power to all medical equipment and X-ray equipment.
ix. Furnish and install all “security fasteners” as required for own work per specification section 05 05 53. . Include detention grade outlet covers in all inmate areas.
x. Furnish and install labels on all own equipment.
xi. Furnish and install lightning protection and grounding of the building.
xii. Make final connection of all foodservice equipment and hoods.
xiii. Furnish and install conduit for all electrical systems including but not limited to fire alarm systems, control system, communications, low voltage systems, security systems, pneumatic systems, and water management systems. All empty conduit needs to include pull strings for other trades use.
xiv. Exposed conduits installed after painter has left an area will be the responsibility of this contractor

to paint or have painted by the project painter. If request for conduits is late due to this contractor then this contractor shall bear that same responsibility.

xv. Clean debris from interior of all interior and exterior light lenses prior during final cleaning operations or final punch list phase whichever is later.

xvi. Remove stickers and packing materials from all equipment and fixtures.

xvii. Include in base bid an allowance of $200,000 for misc. electrical systems.

xviii. Include in base bid an allowance of $350,000 for electrical systems for medical rooms / equipment.

xix. Include in base bid a $150,000 design contingency.

xx. Reference Section 01 23 00 Alternates that apply to this scope of work.

4. HANGERS AND SUPPORTS:
   i. Furnish and install hangers, supports, vibration and seismic controls. Provide shop drawings for hangers, supports and seismic controls including engineering and calcs. for seismic controls.
   ii. Furnish and install splay wires to all light fixtures.
5. JOINT SEALANTS, FIRE CAULKING AND ACCESS DOORS:
   i. Provide joint sealants as required for installation of electrical systems.
   ii. Furnish and install fire, smoke and acoustic caulking for all penetrations.
   iii. This contractor is to purchase all access doors for this scope of work from the HVAC contractor and security locks from the Detention Equipment contractor so that the same type of access doors.
6. PENETRATIONS:
   i. Saw cutting and coring for all penetrations and structural supports / fixes for own work as applicable. Reference Cut and Patch section 01 73 29.
   ii. Provide all penetrations required for this scope of work coordinating with all Contractors adjacent to your scope of work. Penetrations not to exceed the allowed clearance of fire caulking. All sleeves are to be ½" above the adjacent surface, all floor penetrations are to be water tight.
7. SITE WORK:
   i. Furnish and install site electrical from PG&E point of connection at Street, North side of Blomquist.
   ii. All spoils are to be placed at onsite spoils pile designated by Sundt Layton. If this contractor generates their own stock pile that is going to be undisturbed for more than 24 hours, this contractor needs to cover their own stock pile per SWPP BMPs.
   iii. Provide connection to stubbed site utilities.
   iv. Provide trenching, shoring, backfill and restoration of (E) surface conditions for tie-in to site.
   v. Provide all piping and coordination for PG&E structures and service into the building for the final power connection.
8. COMMISSIONING:
   i. Furnish and install commissioning of electrical systems.
9. ALLOWANCE:
   i. Provide allowances as applicable to electrical systems per section 01 21 00 Allowances.
10. MOCK-UPS:
   i. Provide Cell mockups of lighting, openings and protection as applies to own work within mockup cell provided by others. Coordinate with other trades as necessary for mock-up.

EXCLUSIONS

1. Fire Alarm System by others.
2. Communications by others.
3. Security Electronics by others.
4. Controls by others.
5. Door hardware by others.
6. Projection screens, projector mounts by others.

7. Drinking fountain/coolers by others.
8. Foodservice equipment by others.
9. Medical equipment by others.
10. X-Ray equipment by others.
11. Water management systems by others.
12. Termination of pneumatic systems by others.

GENERAL NOTES

1. Contractor is to provide the necessary number of move-ins to comply with Construction Manager's schedule. Provide relocation of staging area as necessary due to construction progress and as directed by Construction Manager. The project schedule is for reference only and is intended to show how Construction Manager is planning to execute the work so that it is completed within the Contract Time established between Construction Manager and County. Each Contractor will be requested to provide further input to expand and/or detail the Schedule, while maintaining the goals and milestones of the project schedule. Modifications to the project schedule shall not be a basis for adjustment of the contract price.
2. Contractor has primary responsibility for locating existing utilities prior to commencing underground work. Contractor must make own notification to required agencies and hold a pre-dig conference prior to starting excavation work. Contractor should not rely on any representation made by anyone other than those individuals duly authorized to survey, locate and stake existing utilities.
3. Contractor is responsible for all welding required for own work. Contractor is responsible for providing temporary power for welding. Submit welder's certifications to Construction Manager.
4. Escalation costs, if any, shall be included in the Contract Price.
5. All safety equipment i.e. shoring, trench plates, safety fencing, fall protection, etc. are to be provided by this Contractor as required for own scope of work.

END OF SECTION

BID PACKAGE 28.01 FIRE ALARM

Scope of work shall include the cost of all the necessary labor, material, hoisting, scaffolding, tools, equipment, supplies, engineering and supervision required to furnish, install and complete the work in accordance with the bid documents including but not limited to the Division 0 and Division 1 specifications and the following referenced specifications:

The items listed below are for clarification only and shall not be construed as a complete list of work unless specifically noted otherwise, all items are to include furnish and install.

INCLUSIONS

05 05 53 TAMPER PROOF METAL FASTENERS
07 84 13 PENETRATION FIRESTOPPING
07 84 46 FIRE-RESISTIVE JOINT SYSTEMS
07 92 00 JOINT SEALANTS
08 31 13 ACCESS DOORS AND FRAMES
11 40 00 FOOD SERVICE EQUIPMENT (for reference for fire alarm systems)
28 31 00 FIRE DETECTION AND ALARM
APPENDIX – A SMOKE CONTROL REPORT
APPENDIX – B MV PLAN
APPENDIX – D PRELIMINARY Cx PLAN MANUAL

Instructions to Bidders Manual dated 02/28/13
Exhibit A Project Specifications Manual dated 02/14/13
Exhibit B Project Drawings dated 02/14/13
Exhibit C Geo-Technical Report dated 11/30/12
Exhibit D Project Labor Agreement

1. DESIGN:
    i. Provide design services in 3D format per document 0016 BIM Requirements for a complete fire alarm system.
    ii. The role of the design build contractor is to design a complete fire alarm system without change order. The only change orders to be approved will be Owner directed increases in scope over the issued RFP documents.
2. FIRE ALARM SYSTEMS:
    i. Furnish and install fire alarm systems and flow and tamper switches.
    ii. Furnish and install fire alarm at all PIVs.
    iii. Coordinate smoke management system with Controls Contractor. Provide monitoring of dampers required for such systems. Provide personnel during testing and pre-testing of smoke management system.
    iv. Connect and monitor pre-action systems provided by fire sprinkler contractor.
    v. Furnish and install smoke detectors and duct detectors. Code required duct detectors in air handler units will be provided by the HVAC contractor and connected by the Fire Alarm contractor.
    vi. Furnish and install horn and strobe on fire sprinkler risers on exterior of building.
    vii. Furnish and install all “security fasteners” as required for own work per specification section 05 05 53.
    viii. Furnish and install fire alarm system to foodservice hoods and equipment fire alarm system as required.
    ix. Coordinate and provide shut trip for elevators as required.
    x. Exposed conduits installed after painter has left an area will be the responsibility of this contractor

to paint or have painted by the project painter. If request for conduits is late due to this contractor then this contractor shall bear that same responsibility.

xi. Include in base bid an allowance of $200,000 for misc. fire alarm systems.

xii. Include in base bid a $100,000 design contingency.

xiii. Reference Section 01 23 00 Alternates that apply to this scope of work.

3. PENETRATIONS:
   i. Saw cutting and coring for all penetrations and structural supports/fixes for own work as applicable, after A/E review and approval. Reference Cut and Patch section 01 73 29.
   ii. Provide all penetrations required for this scope of work coordinating with all Contractors adjacent to your scope of work. Penetrations not to exceed the allowed clearance of fire caulking. All sleeves are to be ½" above the surrounding surface all floor penetrations are to be watertight.
4. JOINT SEALANTS, FIRE CAULKING AND ACCESS DOORS:
   i. Provide fire and smoke barrier at all fire alarm penetrations.
   ii. Provide joint sealants as required for installation of fire alarm system.
   iii. This contractor is to purchase all access doors for this scope of work from the HVAC contractor and security locks from the Detention Equipment contractor so that the same type of access doors are being provided for the entire project. The installation of the access doors will be by others.

EXCLUSIONS

1. Installation of access doors and frames by others.
2. Smoke management by others.

GENERAL NOTES

1. Contractor is to provide the necessary number of move-ins to comply with Construction Manager's schedule. Provide relocation of staging area as necessary due to construction progress and as directed by Construction Manager. The project schedule is for reference only and is intended to show how Construction Manager is planning to execute the work so that it is completed within the Contract Time established between Construction Manager and County. Each Contractor will be requested to provide further input to expand and/or detail the Schedule, while maintaining the goals and milestones of the project schedule. Modifications to the project schedule shall not be a basis for adjustment of the contract price.
2. Contractor has primary responsibility for locating existing utilities prior to commencing underground work. Contractor must make own notification to required agencies and hold a pre-dig conference prior to starting excavation work. Contractor should not rely on any representation made by anyone other than those individuals duly authorized to survey, locate and stake existing utilities.
3. Contractor is responsible for all welding required for own work. Contractor is responsible for providing temporary power for welding. Submit welder's certifications to Construction Manager.
4. Escalation costs, if any, shall be included in the Contract Price.
5. All safety equipment i.e. shoring, trench plates, safety fencing, fall protection, etc. are to be provided by this Contractor as required for own scope of work.

END OF SECTION

BID PACKAGE 8.01 SECURITY SYSTEMS

Scope of work shall include the cost of all the necessary labor, material, hoisting, scaffolding, tools, equipment, supplies, engineering and supervision required to furnish, install and complete the work in accordance with the bid documents including but not limited to the Division 0 and Division 1 specifications and the following referenced specifications:

The items listed below are for clarification only and shall not be construed as a complete list of work unless specifically noted otherwise, all items are to include furnish and install.

INCLUSIONS

05 05 53 TAMPER PROOF METAL FASTENERS
07 84 13 PENETRATION FIRESTOPPING
07 84 46 FIRE-RESISTIVE JOINT SYSTEMS
07 92 00 JOINT SEALANTS
08 31 13 ACCESS DOORS AND FRAMES
28 00 00 ELECTRONIC SAFETY AND SECURITY
28 05 13 CONDUCTORS AND CABLES FOR ELECTRONIC SAFETY AND SECURITY
28 05 53 IDENTIFICATION FOR ELECTRONIC SAFETY AND SECURITY
28 13 00 ACCESS CONTROL AND ALARM MONITORING SYSTEM
28 23 00 VIDEO SURVEILLANCE SYSTEM
28 46 00 ELECTRONIC MONITORING AND CONTROL
28 46 19 PLC ELECTRONIC DETENTION MONITORING SYSTEMS
28 46 23 COMPUTER BASED DETENTION MONITORING AND CONTROL SYSTEMS
APPENDIX – A SMOKE CONTROL REPORT
APPENDIX – B MV PLAN
APPENDIX – C LIGHTING MANUAL
APPENDIX – D PRELIMINARY Cx PLAN MANUAL

Instructions to Bidders Manual dated 02/28/13
Exhibit A Project Specifications Manual dated 02/14/13
Exhibit B Project Drawings dated 02/14/13
Exhibit C Geo-Technical Report dated 11/30/12
Exhibit D Project Labor Agreement

1. DESIGN:
    i. Design in 3D format as directed in document 0016 BIM Requirements a complete security system. Provide enhanced model of all workstation areas and views.
    ii. The role of the design build contractor is to design a complete security system without change order. The only change orders to be approved will be Owner directed increases in scope over the issued RFP documents.
2. SECURITY SYSTEMS:
    i. Furnish and install security systems per documents provided including but not limited to:
        A. Door and utility control system
        B. Intercom and paging system
        C. CCTV system
        D. Card Access System
        E. UPS backups, raceway, and cabinets
        F. Complete integration of all sub-systems.
        G. Duress System.

ii. Furnish and install all "security fasteners" as required for own work per specification section 05 05 53.
iii. This contractor is to integrate with fire alarm system, mechanical system, smoke management systems, elevators, and proposed alternate systems, whether supplied by this contractor or not.
iv. Provide all required coordination between other disciplines and authorities having jurisdiction necessary to provide a complete and operable security electronics system.
v. This contractor is to make final connection of pneumatic systems.
vi. This contractor is to integrate and ground all low voltage systems to the lightning protection systems provided by the electrical contractor.
vii. Provide warranty service. Warranty service shall be a 3 level system with 24 / 7 accessibility, On-line support, phone support, and on-site support system.
viii. Furnish and install all "security fasteners" as required for own work per specification section 05 05 53.
ix. Access to electrical device boxes shall be through access doors shown on the drawings or provided by the Mechanical contractor. If access is not available, then this contractor shall provide access doors, keys and locks as needed or re-route electrical to accessible locations. Within secure or inmate areas, access doors shall be detention grade with detention locks.
x. Exposed conduits installed after painter has left an area will be the responsibility of this contractor to paint or have painted by the project painter. If request for conduits is late due to this contractor then this contractor shall bear that same responsibility.
xi. This contractor is to closely coordinate with the electrical contractor for placement of conduit and equipment to ensure no conflicts occur.
xii. Provide on-site mock up or shop test of touchscreen systems prior to full installation.
xiii. Include in base bid an allowance of $200,000 for misc. security systems.
xiv. Include in base bid a $100,000 design contingency.
xv. Reference Section 01 23 00 Alternates that apply to this scope of work.

3. PENETRATIONS:
   i. Saw cutting and coring for all penetrations and structural supports/fixes for own work as applicable. Reference Cut and Patch section 01 73 29.
   ii. Provide all penetrations required for this scope of work coordinating with all Contractors adjacent to your scope of work. Penetrations not to exceed the allowed clearance of fire caulking.
4. JOINT SEALANTS, FIRE CAULKING AND ACCESS DOORS:
   i. Provide fire and smoke barrier at all penetrations.
   ii. Provide joint sealants as required for installation of own system.
   iii. This contractor is to purchase all access doors from the HVAC contractor so that the same types of access doors are being provided for the entire project. The installation of the access doors will be by others.

EXCLUSIONS

1. Non-security doors, hardware and glazing.
2. Video Visitation (28 24 00) and audio visual (27 41 16) by others.
3. Conduit by others.

GENERAL NOTES

1. Contractor is to provide the necessary number of move-ins to comply with Construction Manager's schedule. Provide relocation of staging area as necessary due to construction progress and as directed by Construction Manager. The project schedule is for reference only and is intended to show how Construction Manager is planning to execute the work so that it is completed within the Contract Time established between Construction Manager and County. Each Contractor will be requested to provide further input to expand and/or detail the Schedule, while maintaining the goals and milestones of the project schedule. Modifications to the project

schedule shall not be a basis for adjustment of the contract price.

2. Contractor has primary responsibility for locating existing utilities prior to commencing underground work. Contractor must make own notification to required agencies and hold a pre-dig conference prior to starting excavation work. Contractor should not rely on any representation made by anyone other than those individuals duly authorized to survey, locate and stake existing utilities.
3. Contractor is responsible for all welding required for own work. Contractor is responsible for providing temporary power for welding. Submit welder's certifications to Construction Manager.
4. Escalation costs, if any, shall be included in the Contract Price.
5. All safety equipment i.e. shoring, trench plates, safety fencing, fall protection, etc. are to be provided by this Contractor as required for own scope of work.

END OF SECTION

BID PACKAGE 8.02 DETENTION EQUIPMENT

Scope of work shall include the cost of all the necessary labor, material, hoisting, scaffolding, tools, equipment, supplies, engineering and supervision required to furnish, install and complete the work in accordance with the bid documents including but not limited to the Division 0 and Division 1 specifications and the following referenced specifications:

The items listed below are for clarification only and shall not be construed as a complete list of work unless specifically noted otherwise, all items are to include furnish and install.

INCLUSIONS

01 35 13.16 SPECIAL PROJECT PROCEDURES FOR DETENTION FACILITIES
03 70 00 GROUTING OF FRAMES
05 05 53 TAMPER PROOF METAL FASTENERS
05 59 63 DETENTION ENCLOSURES
07 84 13 PENETRATION FIRESTOPPING
07 84 46 FIRE-RESISTIVE JOINT SYSTEMS
07 92 00 JOINT SEALANTS
08 31 13 ACCESS DOORS AND FRAMES
08 34 20 POWER FOUR-FOLD DOORS
08 56 56 FIXED SECURITY WINDOW SCREENS
10 22 50 DETENTION WOVEN ROD SECURITY BARRIERS
10 28 13.63 DETENTION TOILET ACCESSORIES
11 17 13 BULLET RESISTANT (PROOF) TRANSACTION WINDOWS
11 19 00 DETENTION EQUIPMENT GENERAL REQUIREMENTS
11 19 01 DETENTION EQUIPMENT DOORS & FRAMES
11 19 02 DETENTION EQUIPMENT HARDWARE
11 19 05 DETENTION EQUIPMENT ACCESSORIES
11 19 06 DETENTION EQUIPMENT WALL & CEILING
11 19 08 DETENTION EQUIPMENT SECURITY GLAZING
11 19 12 DETENTION EQUIPMENT SECURITY SEALANT
11 19 13 DETENTION EQUIPMENT SECURITY SCREWS
11 19 18 GROUTING OF HOLLOW METAL FRAMES DETENTION OPENING SCHEDULE
11 19 22 METAL / WEAPONS DETECTION SYSTEM
11 19 50 DETENTION SURFACE PROTECTIVE PADDING SYSTEM
12 36 16 STAINLESS STEEL COUNTERTOPS (as applies to own work)
APPENDIX – A SMOKE CONTROL REPORT
APPENDIX – B MV PLAN
APPENDIX – C LIGHTING MANUAL
APPENDIX – D PRELIMINARY Cx PLAN MANUAL

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Exhibit C Geo-Technical Report dated 11/30/12
Exhibit D Project Labor Agreement

1. DESIGN:
    i. Design in 3D format as directed in document 0016 BIM Requirements a complete detention equipment.

ii. The role of the design build contractor is to design complete detention equipment without change order. The only change orders to be approved will be Owner directed increases in scope over the issued RFP documents.

2. CONSTRUCTION:

A. Furnish and install all detention equipment per the provided documents including but not limited the following:

A. Detention Enclosures
B. Power fold doors
C. Detention Toilet Accessories
D. Security Window Screens
E. Stainless steel top tables
F. Dorm furniture
G. Equipment Accessories
H. Visitation stools
I. Holding cell furniture
J. 3 gun lockers
K. Robe hooks
L. Grab bars w/ suicide resistive plates
M. Detention mirrors
N. Inmate clothing transfer drawer
O. Key cabinet and Keys (compatible with existing SMSO keying.)
P. Security Barriers
Q. Security Door frames and doors
R. Security Hardware and Locks including Food pass locks and cell door locks
S. Pistol Lockers including discharge tubes at each pistol locker location
T. Transaction windows
U. Bunks and ladders
V. Handcuff tie-off bars
W. Security Glazing
X. Security pass-thru windows

ii. Furnish and install everything in the metal enclosure panels including but not limited all penetrations, piping, conduit, sleeves, perforated supply and return grills. All conduit or piping is to be run from metal enclosure panels into chase.

iii. Furnish and install all “security fasteners” as required per specification section 05 05 53 in non-detention areas as required for own work.

iv. This contractor is responsible for connection and installation of all of the devices that use the pneumatics.

v. Coordination and install Security Electronics System into door frames and hardware.

vi. Install all non-detention frames not located within drywall system including grouting. Non-detention frames provided by others.

vii. Coordinate between other disciplines and authorities having jurisdiction necessary to provide a complete and operable emergency egress plan.

viii. Furnish and install at a minimum 12 gauge detention frames and minimum 14 gauge detention doors.

ix. This contractor is to grout all frames. Furnish and install cover plates and caulking of larger frames where field assembly is required (i.e. dayrooms, control rooms, etc.). All exposed welds are to have a finish, and smooth appearance.

x. This contractor is to provide bracing of all frames for own work.

xi. Provide unit price for fire rated and security access doors for 24”x48”, 24”x24” and 36”x36”.

xii. Provide Spare parts and attic stock.

xiii. Glazing stops are to be held in place by temporary screws until after paint. All glazing stop screws

are to be unpainted, furnish and installed by this contractor. Protective glazing coating to remain in place and to be removed by others.

xiv. Furnish and install all "security fasteners" as required for own work per specification section 05 05 53.

xv. Include in base bid an allowance of $250,000 for misc. detention equipment.

xvi. Include in base bid a $150,000 design contingency.

xvii. Reference Section 01 23 00 Alternates that apply to this scope of work.

3. PENETRATIONS:
   i. Saw cutting and coring for all penetrations and structural supports/fixes for own work as applicable. Reference Cut and Patch section 01 73 29.
   ii. Provide all penetrations required for this scope of work coordinating with all Contractors adjacent to your scope of work. Penetrations not to exceed the allowed clearance of fire caulking.
4. JOINT SEALANTS, FIRE CAULKING AND ACCESS DOORS:
   i. Furnish and install fire and smoke barrier at all penetrations.
   ii. This contractor is to purchase all access doors from the HVAC contractor so that the same types of access doors are being provided for the entire project. The installation of the access doors will be by others.
   iii. Furnish and install joint sealants and fire stopping as required per division 07 in non-detention areas as required for own work.
   iv. Furnish and install all security caulking within cells including but not limited to all fixtures, inmate pre-manufactured showers and furnishings.
   v. Furnish and install security caulking at all wall panel joints on the exterior of the cells.
5. HOISTING:
   i. Guardrail and handrails will be installed by others prior to installation of cell walls. Coordinate installation, delivery of own work with guardrail and handrail systems. Guardrail and handrail systems must remain in place until permanent systems are installed.
6. MOCK-UPS:
   i. Provide Cell mockups of typical cell complete with wall, floor, and ceiling finishes, doors and hardware, plumbing and mechanical chases, openings and protection, specialties, furnishings and equipment, and lighting. Coordinate with other trades as necessary for mock-up.

EXCLUSIONS

1. Security Systems by others.
2. Security Ceilings by others.
3. Conduit by others. Conduits inside panels is by this contract. Wiring is by others
4. Non-detention frames provided by others.

GENERAL NOTES

1. Contractor is to provide the necessary number of move-ins to comply with Construction Manager's schedule. Provide relocation of staging area as necessary due to construction progress and as directed by Construction Manager. The project schedule is for reference only and is intended to show how Construction Manager is planning to execute the work so that it is completed within the Contract Time established between Construction Manager and County. Each Contractor will be requested to provide further input to expand and/or detail the Schedule, while maintaining the goals and milestones of the project schedule. Modifications to the project schedule shall not be a basis for adjustment of the contract price.
2. Contractor has primary responsibility for locating existing utilities prior to commencing underground work. Contractor must make own notification to required agencies and hold a pre-dig conference prior to starting excavation work. Contractor should not rely on any representation made by anyone other than those

individuals duly authorized to survey, locate and stake existing utilities.

3. Contractor is responsible for all welding required for own work. Contractor is responsible for providing temporary power for welding. Submit welder's certifications to Construction Manager.
4. Escalation costs, if any, shall be included in the Contract Price.
5. All safety equipment i.e. shoring, trench plates, safety fencing, etc. are to be provided by this Contractor as required for own scope of work.

END OF SECTION