

Project Manual
Construction Manager at Risk Services
for the New South San Francisco Campus Project



County of San Mateo
Project Development Unit
Conformed Set: 9.12.2019

**San Mateo County – Project Development Unit
New South San Francisco Campus Project**

DOCUMENT 00 0111

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DOCUMENT 00 1001

NOTICE INVITING PROPOSALS

ARTICLE I – INVITATION TO SUBMIT PROPOSAL

1.01. Notice Inviting Proposals

- A. San Mateo County (“Owner” or “County”) invites responses to this “Request for Proposals” (“RFP”) from pre-qualified Construction Management/General Contractor firms (“Proposers”) interested in contracting with the County to provide Construction Manager at-Risk (“CMR”) services with a Guaranteed Maximum Price (“GMP”) for the County’s New South San Francisco Campus Project in South San Francisco, California (“Project”).
- B. Proposer must submit one (1) original, signed Proposal, together with ten (10) additional bound copies, and one (1) electronic copy on a flash drive to be delivered in a sealed package labeled on the cover “Proposal for Construction Manager at Risk Services for the New County Office Building and Parking Structure Project” no later than **2:30 pm on May 9, 2019** to Sam Lin, Assistant Director, San Mateo County Project Development Unit, 1402 Maple Street, Redwood City, CA 94063, Email: slin@smcgov.org.
- C. Proposals received late will not be opened or given any consideration and will be returned to Proposer(s) unopened. It is the responsibility of the Proposers to ensure submittals are received at the specified address by the specified deadline noted in this proposal request. All proposals will be date and time stamped upon receipt. The County will not be responsible for late or incomplete responses due to weather or mistakes or delays of the Proposer or its carrier.
- D. Proposers should read the entire RFP and all enclosures before preparing proposals. Proposers should seek clarification of requirements they do not fully understand. Respondents should submit in writing any issue or questions **no later than May 1, 2019 at 5:00 pm** via email to Sam Lin, Assistant Director at slin@smcgov.org and Daniel Griffiths, Project Manager at c_dgriffiths@smcgov.org.

1.02 Project Description and Scope

- A. The Project is comprised of new construction as described below:
 - 1. The project will be constructed on a 9.7 acre parcel located at 1050 Mission Road in South San Francisco. The parcel is currently occupied by the North County Superior Courts, Probation Departments, and vacated North Court Jail. The proposed building is intended to be a three story building approximately 40,000 gross square feet with surface parking to provide adequate accommodations for the public and staff. Pre-construction to start once CMR is selected and target GMP is \$27,500,000. Project to be completed and receive Certificate of Occupancy no later than January 30th, 2022 or sooner.

1.03 Request for Proposal Documents

- A. Request for Proposal Documents contain the full description of the Work and the Contract Documents for the Work. Updates to this RFP will be posted on the PDU project website at <https://cmo.smcgov.org/cob3-documents>. Proposers should check this regularly to make sure all notifications including addendum/addenda are read promptly.

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ARTICLE II – INSTRUCTIONS FOR PROPOSALS

2.01. Instructions

- A. Proposers shall refer to Document 00 2001 (Instructions for Proposals) for required documents and items to be submitted in sealed envelopes to the San Mateo County Project Development Unit Office, located at 1402 Maple Street, Redwood City, CA 94063, no later than the time and date set forth in paragraph 1.01 above.
- B. Document 00 2001 (Instructions for Proposals) sets forth terms and conditions for development, preparation, receipt, review, and evaluation of proposals for the Project.
- C. Each Proposer must submit Proposals in accordance with this Document 00 1001.

2.02. Selection Process and Notice of Mandatory Pass/Fail Prequalification Criteria

- A. Proposers shall refer to Document 00 2001 (Instructions for Proposals) for further information relating to Owner’s selection process and criteria.
- B. Owner’s selection process is pursuant to Public Contract Code Section 20146.
- C. As described in Document 00 2001 (Instructions for Proposals), Owner’s selection process includes mandatory pass/fail requirements for Proposer Responsibility in addition to scored criteria.

2.03. Pre-Proposal Conference

- A. No Meeting for this project.

2.04. Proposal Preparation Cost

- A. Proposers are solely responsible for the cost of preparing their Proposals.

2.05. Reservation of Rights

- A. Owner specifically reserves the right, in its sole discretion, to reject any or all Proposals, to re-issue a Request for Proposals, or to waive minor or inconsequential defects in proposals.

ARTICLE III – LEGAL REQUIREMENTS

3.01. Required Contractor’s License(s)

- A. An active California “B” contractor’s license is required to submit a proposal for this contract. Joint ventures must secure a joint venture license prior to award of this Contract.

3.02. Substitution of Securities

- A. Owner will permit the successful proposer to substitute securities for any retention monies withheld to ensure performance of the contract, as set forth in Document 00 6801 Escrow Agreement for Security Deposit In Lieu Of Retention and incorporated herein in full by this reference, in accordance with Section 22300 of the California Public Contract Code.

3.03. Restrictions on “Or-Equal” Substitutions

- A. As a limitation on Proposer's privilege to substitute “or equal” items, Owner has found that certain items are designated as Owner standards or designated to match existing items in use on a particular public improvement either completed or in the course of completion or are available from one source. As to such items, Owner will not permit substitution. Such items will be developed in pre-construction services.

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3.04. Prevailing Wage Laws

- A. The successful Proposer must comply with all applicable prevailing wage laws, and related requirements in the Contract Documents. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the California Department of Industrial Relations, are on file at Owner's Office and are deemed part of the Request for Proposal Documents. Upon request, Owner will make copies available. The successful Proposer shall post applicable prevailing wage rates at the Site.

3.05. Skilled Labor Force Availability

- A. The successful Proposer must satisfy the requirements for "skilled labor force availability" as defined in California Public Contract Code Section 20193(d)(4)(B)(v) and agree to comply with the terms and conditions of Owner's Project Labor Agreement and California Public Contract Code Section 20146.

END OF DOCUMENT 00 1001

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DOCUMENT 00 2001

INSTRUCTIONS FOR PROPOSALS

Proposals are requested by the San Mateo County Project Development Unit (hereinafter “**Owner**”, “**County**” or “**PDU**”) for a general construction contract, or work described in general, as set forth in Document 00 1001 (Notice Inviting Proposals), and the following additional terms.

ARTICLE I – NOTICE OF PROCEEDING UNDER PUBLIC CONTRACT CODE SECTION 20146 AND REQUIREMENTS THEREUNDER

- A. Proposers are hereby notified that the County is conducting this procurement under Public Contract Code Section 20146, providing counties with authority to utilize Construction Manager at-Risk construction contracts.
- B. County will receive proposals from either an individual, partnership, joint venture, corporation, association, or other recognized legal entity, that is appropriately licensed in this State.
- C. County will base the selection and award of this contract based on its determination of “best value” according to objective criteria related to the experience of the entity and project personnel, project plan, financial strength of the entity, safety record of the entity, and price.
- D. Subcontractors that are not listed by the successful Construction Manager at-Risk entity as partners, general partners, or association members in a partnership, limited partnership, or association in the entity’s Construction Manager at-Risk bid submission shall be awarded by the Construction Manager at-Risk entity in accordance with the process set forth in the Contract Documents. All subcontractors bidding on contracts pursuant to this section shall be afforded the protections contained in Chapter 4 (commencing with Section 4100) of Part 1.

ARTICLE II – REQUIREMENTS FOR SUBMISSION OF PROPOSALS

2.01. Not used

2.02. Required Pre-Proposal Review

- A. Prior to submission of Proposal, Proposer must conduct a careful examination of the Request for Proposals Documents (that include without limitation, the Contract Documents) and understand the nature, extent, and location of Work to be performed. Refer to Document 00 7200 (General Conditions) on required Pre-Proposal investigations, and Document 00 3020 (Geotechnical Data and Existing Conditions) for certain conditions.
- B. Submission of a Proposal shall constitute a Proposer’s representation and warranty that it has complied with all required Pre-Proposal Review Requirements.

2.03. Questions and Answers

- A. As set forth in Document 00 1001 (Notice Inviting Proposals), Proposers must direct to Owner in writing and all questions about the meaning or intent of Request for Proposals Documents (to include without limitation, the Contract Documents). Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by written Addenda and posted on the PDU project website by **May 1, 2019**. Owner may not answer questions received after the date set forth in paragraph 1.01 of Document 00 1001.
- B. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect, and Proposers shall not rely on oral statements. Owner reserves the right not to respond to questions received after the date set forth in paragraph 1.01 of Document 00 1001.
- C. Prior to submission of a Proposal, Proposer must communicate in writing to Owner any objections, questions or asserted ambiguities regarding the terms, conditions and procedures set forth in the Proposal Documents (including without limitation this Document 00 2001); submission of a Proposal shall constitute Proposer’s consent to such terms, conditions and procedures and waive any right to subsequently assert such matters in protest of the final award.

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2.04. Addenda

- A. Addenda may also be issued to modify the Request for Proposal Documents as deemed advisable by Owner. Addenda shall be acknowledged by number in Document 00 4001 (Proposal Price Form) and shall be part of the Contract Documents. A complete listing of Addenda may be secured from Owner.

ARTICLE III – RECEIPT OF PROPOSALS

3.01. Date and Time

- A. Sealed Proposals will be received by Owner until date and time indicated in Document 00 1001 (Notice Inviting Proposals). All Proposal envelopes will be time-stamped to reflect their submittal time. Owner shall reject all Proposals received after the specified time and will return such Proposals to Proposers unopened.

3.02. Required Contents of Proposals

- A. Proposers must submit Proposals in accordance with this Document 00 2001. Proposals must contain the Required Contents specified below.
- B. Document 00 4001 (Proposal Price Form). Proposers must submit Proposals on Document 00 4001 (Proposal Price Form) in accordance with the provisions of Document 00 4001. Proposers must complete all Proposal items and supply all information required by Request for Proposals documents and specifications. Proposals should be made with the presumption that CMR will not be authorized to self-perform subtrade work, see also Document 00 7301 Supplementary General Conditions. Total Proposal Price shall be the sum of the following Cost Items for all Project Components:
 - 1. Pre-Construction Services;
 - 2. CMR Fee;
 - 3. CMR's General Conditions;
 - 4. CMR's General Requirements 1;
 - 5. Direct Cost of Construction (TBD – *not required in this Proposal*);
 - 6. Contingency (TBD based on 3% of Final GMP – *not required in this Proposal*); and
 - 7. Bonds, Insurance and Taxes
- C. Document 00 4516.1 (Supplement to Response to Request for Statement of Qualifications).
 - 1. Prequalified Proposers have each submitted responses to Document 00 4516 (Request for Statement of Qualifications) during the Pre-Qualification Process in accordance with the provisions therein.
 - 2. Proposers may augment or update information submitted in response to Document 00 4516 by submitting Document 00 4516.1 (Supplement to Response to Request for Statement of Qualifications) in accordance with the provisions therein.
 - a. If Proposer is unable to certify in Document 00 4820 that all information it submitted to Owner in connection with the Pre-Qualification Process remains true and correct in all material respects as of the date of submitting its Proposal, Proposer should submit a list of all such changes (“Material Changes List”) accompanied by the same types of up-to-date supplemental information that Proposer was required to submit as part of the Pre-Qualification process.
- D. Proposer's Project Plan. Proposer must submit Document 00 4514 (Statement of Proposer's Proposed Project Plan, Staffing Plan, and Safety Plan) in accordance with the provisions therein and with reference to the requirements of Document 00 5251 (Pre-Construction and CMR Services), to demonstrate on a scored basis Proposer's Project Plan. The Project Plan shall include, to the extent possible, a narrative on Proposer's proposed plan to complete the Work, and why that Plan is advantageous to Owner. The Project Plan may also address:

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1. Proposer's Management Philosophy and Strategy. Proposer may generally describe its strategy to deliver this Project on time and on budget using the CMR delivery method.
 2. Construction Planning, Bidding Strategies, and Performance.
 - a. Proposer may describe how pre-construction services will be planned and performed on this Project, including the proposed methodology for reviewing design documents and site conditions, and the proposed phasing and bid package strategies.
 - b. Proposer may describe how construction services will be planned and executed on this Project, including its subcontracting plan, any proposed outreach and utilization plans, and advertising and awarding plans. Proposer may describe its methodology for coordination of work including site preparation, demolition, and construction phasing to avoid impact on the normal operations and services of the buildings in the vicinity and claim avoidance measures.
 - c. Proposer may describe its bid marketing strategies for this Project and how it will engage and ensure ample potential subcontractors during the bidding process for the best bid price. Proposer may describe strategies to mitigate potential labor/supply shortage for any of the major sub-trades. Proposers may describe its relationship with the local subcontracting community and how those relationships will benefit the Project.
 - d. Proposer may describe how it plans to establish, maintain, and update the Project schedule during design and how to assure timely Project completion.
 - e. Owner may, in its sole discretion, authorize Proposer to self-perform a portion of the sub-trade work if certain enumerated conditions set forth Article 3 of Document 00 7301 (Supplementary General Conditions) are met. Proposers interested in self-perform work should list the targeted subtrade work and the estimated percentage such work would constitute, not to exceed 15% of the Direct Cost of Construction in total.
 3. Interface and Coordination with the County and its User Groups. Proposer may describe the methodology it plans to use to coordinate and manage communications with the County and its user groups throughout design and construction. Proposer may describe how it will efficiently document/track decisions and associated cost impacts to keep County and Architects well informed.
 4. Quality Control and Problem Solving. Proposer may describe the quality control program for this Project, including specific techniques and procedures to be used. Proposer may describe how it will handle and resolve issues that require effective communication and skilled facilitation with Owner and the project team.
 5. Technology and Innovative Techniques. Proposer may describe how it will use innovative techniques and technology to support the Project and may include experience and capabilities with BIM analysis. (See Document 01 3120 Building Information Modeling (BIM) and Coordination Drawings.)
- E. Statement of Proposer's Proposed Staffing Plan. Proposer must submit Document 00 4514 (Statement of Proposer's Proposed Project Plan, Staffing Plan, and Safety Plan) for the Project, including resumes, for at least the following proposed key personnel: Principal in-charge, Project Executive, Project Manager; Construction Superintendent; Project Engineer; Scheduler; Cost Estimator; Quality Control Manager and Preconstruction Services Staff ("Key Personnel") with expertise to perform the required services.
- F. Statement of Proposer's Proposed Safety Plan. Proposer must submit Document 00 4514 (Statement of Proposer's Proposed Project Plan, Staffing Plan, and Safety Plan) for the Project,

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including Contractor's approach to safety programs and procedures, including Subcontractor involvement.

G. Balance of Required Contents: Insurance and Certifications.

1. Letter from Surety. If not previously provided in the Response to the Request for Qualifications (00 4516), Proposer should provide a letter from a surety duly licensed to do business in the State of California, having a financial rating from A. M. Best Company of A-,VII or better, confirming that surety has agreed to provide Contractor with performance and payment bonds in accordance with the requirements set forth in the Contract Documents 00 6113.12 (Construction Performance Bond) and 00 6113.18 (Construction Labor and Material Payment Bond), with minimum penal sums in the amount of 100% of the final Proposal Price and as adjusted upon final subcontractor bidding and award to reflect the Guaranteed Maximum Price.
2. Document 00 4810 (Non-Collusion Affidavit). Proposers must submit Document 00 4810 (Non-Collusion Affidavit) completed in accordance with its provisions.
3. Document 00 4820 (Proposer Certifications). Proposers must submit Document 00 4820 (Proposer Certifications) completed in accordance with its provisions.

3.03. Proposal Submission

- A. The responses to this RFP should be bound and printed vertically ("portrait" orientation) on standard 8 ½" by 11" papers. The responses should not exceed **30 pages; single sided** (excluding covers or tabs that do not contain submittal content, certification/forms required by this RFP, resumes, financial and bonding information), but will preferably be much shorter. Type size should be no smaller than 10 point, but preferably larger. The top of page one of the response should state Respondent's name, address, phone, fax, e-mail, and contact name. Include page numbering of the 30 pages of Proposal responses. Cover letter is optional.
- B. Proposers should address every item requested, where requested, in each section of this RFP, even if the items were addressed in other sections in the proposals. Brevity and clarity are of utmost importance. Responses comprised of standard marketing materials that do not specifically address the items below will not be evaluated; however, Respondents may include ten (10) bound copies of their marketing materials, as long as they are not permanently attached to the Proposal. Responses that do not comply with all applicable requirements will not be considered.
- C. Proposers shall submit their Proposals and all deliverables in a manner that is structured to permit easy and definitive evaluation of each Factor identified herein as Evaluation Factors.
- D. Proposals shall be deemed to include any written responses of a Proposer to any questions or requests for information of Owner made as part of the Proposal evaluation process after submission of the Proposal.
- E. Proposals must be full, complete, clearly written and using the required forms. Proposers shall make any change in the Proposal by crossing out the original entry, entering and initialing the new entry. Proposer's failure to submit all required documents strictly as required entitles Owner to reject the Proposal as non-responsive. All Proposers must submit Proposals containing each of the required documents supplied in this Project Manual.

ARTICLE IV – PROPOSAL OPENING AND EVALUATION

4.01. Initial Evaluation for Patent Defects and/or Proposals Not Meeting Pass/Fail Responsibility Criteria

- A. Owner will open the Proposals and perform a preliminary review to identify any patently defective Proposals (including without limitation Proposals where the Proposer does not meet any applicable Pass/Fail Criteria.) Owner's action on defective Proposals may include refusal to evaluate such Proposals and elimination of Contractor submitting such Proposals from the evaluation process. Owner reserves all rights to take any action consistent with its authority and/or the requirements of this Document 00 2001 (Instructions for Proposals), including, without limitation, requesting additional information after receipt and opening of Proposals and waiving inconsequential defects.
- B. All Proposals from Contractor which remain after the preliminary review shall be evaluated by a Selection Committee comprised of individuals selected by the Owner. The Review Panel will review

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the Proposals and award points as described in this Document 00 2001.

4.02. Owner Investigations

- A. Owner may conduct reasonable investigations and reference checks of Proposer and other persons and organizations as Owner deems necessary to assist in the evaluation of any Proposal and to establish Proposer’s responsibility, qualifications, financial ability and ability to perform the Work in accordance with the Contract Documents to Owner’s satisfaction within the prescribed time. Submission of a Proposal constitutes Proposer’s consent to the foregoing.
- B. Owner shall have the right to consider information provided by sources other than Proposer. Owner shall have the right to communicate directly with Proposer’s surety regarding Proposer’s bonds.

4.03. Evaluation Factors and Interviews

- A. The Owner will evaluate each Proposal based upon the following factors, with the maximum number of points allocated to each factor as indicated in the Points Matrix below.

FACTORS	MAXIMUM POINTS
1. Experience and Qualifications	40
2. Price	25
3. Project Plan	25
4. Safety Record and Safety Plan	5
5. Financial Strength	5
TOTAL (Maximum Points)	100

B. Evaluation Factor Description.

- 1. **Experience and Qualifications** - The Contractor whose Proposal describes a team which Owner determines is the most qualified, when compared with the teams proposed by other Contractors, shall receive forty (40) points under this factor. Contractors determined to have a less qualified team shall receive less than forty (40) points, as determined by the Owner. Proposals shall be evaluated based upon the Contractor’s structure of organizational chart, knowledge/skill/ability/experience of Key Personnel, California/Bay Area construction experience with applicable laws, building codes and regulations, Owner/Designer/Contractor interaction strategies, experience with comparable facilities and other aspects of project management, as well as Contractor’s experience and qualifications as set forth in response to Document 00 4516 (Request for Statement of Qualifications) and Document 00 4516.1 (Supplement to Response to Request for Statement of Qualifications). Experience and Qualifications shall be assessed as follows: 70% based upon Contractor’s written submittals and references, and 30% based upon Contractor’s interview, as described further in this Document 00 2001.
- 2. **Price** - Total Proposal Price shall be the sum of Cost Items 1 (Pre-Construction), 2 (CMR Fee), 3 (CMR General Conditions), 4 (CMR General Requirements 1) and 7 (Bonds, Insurance and Taxes), determined as provided herein and in Document 00 4001 (Proposal Price Form). The Contractor whose Proposal Price is the lowest among the submitted Proposals shall receive twenty-five (25) points under this factor. The other Contractors whose Proposal Prices higher than the lowest shall receive pro-rated points calculated as a percentage of the lowest Proposal Price.

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3. **Project Plan** - The Contractor whose Proposal describes a superior Project Plan, determined as provided herein and in Document 00 4514 and when compared with the Project Plans proposed by other Contractors, shall receive twenty-five (25) points under this factor. Contractors determined to have less superior Project Plans shall receive less than twenty (25) points, as determined by the Owner.
 4. **Acceptable Safety Record and Safety Plan** - The Contractor's Safety Record and Safety Plan shall be assessed based upon the Contractor's Experience Modification Rate (EMR) and Safety Plan, determined as provided herein and in Document 00 4514. The Contractor with a superior EMR and Safety Plan, when compared with the EMR and Safety Plan of other Contractors, shall receive five (5) points under this factor. Contractors determined to have a less superior EMR and Safety Plan may receive less than five (5) points, as determined by the Owner. Contractors with an EMR of 1.25 or more shall be deemed to fail.
 5. **Financial Strength** - The Contractor whose Proposal describes superior Financial Strength, determined as provided herein and in Document 00 4516 and 00 4516.1, and when compared with the Financial Strength of other Contractors who submit Proposals, shall receive five (5) points under this factor. Contractors determined to have less superior Financial Strength may receive less than ten (5) points, as determined by the Owner.
- C. **Interviews.** Selection Committee selected by the Project Development Unit will conduct an in-depth evaluation of the Proposals submitted and select a minimum of three (3) Contractors for interviews. Interview format and details will be provided at a later date. The Selection Committee will notify Contractors of the results of the evaluation by telephone, mail or email to the designated contact.
- D. **Discrepancies.** Owner will resolve discrepancies between (1) the multiplication of units of Work and unit prices in favor of the unit prices; (2) the indicated sum of any column of figures and the correct sum thereof in favor of the correct sum; and (3) written words and figures, or words and numerals, in favor of the words.
- E. **Tie Breaker.** In an event there is then a tie in the total number of points awarded to more than one Proposal, the Proposal that, in the Owner's sole discretion is determined to provide a superior Project as compared to the other Proposal receiving a tied score, shall be considered to provide the Best Value to the Owner.

ARTICLE V – AWARD

5.01. Notice of Intent to Award

- A. If the Contract is to be awarded, Owner will award the Contract to the responsive Contractor whose Proposal is determined in writing to provide the Best Value to the Owner. Owner shall provide its written decision and award within **ninety (90)** calendar days of Proposal submission. Owner's written decision shall support the award of the Contract by stating in detail the basis of the award. Owner will deliver **Document 00 5105 (Notice of Award)** as provided herein. Best Value will be assigned to the Proposal that scores the greatest number of points in accordance with the methodology described herein. The qualifying Contractor with the most points will be awarded the Contract as provided in this Document 00 2001 (Request for Proposals).

5.02. Determination of Best Value

- A. Upon completion of Owner's evaluation of all Proposals, Owner shall rank the responsive Contractors based on the evaluation factors set forth in paragraphs 3.02 and 4.03 above and in Document 00 4001 (plus tie breaks scoring if appropriate), from most advantageous to least advantageous to the Owner. Owner shall publicly announce its intent to award the Contract for the Project by issuing **Document 00 5051 (Notice of Intent to Award)**, and by posting **Document 00**

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5105 (Notice of Award) on Owner’s website and by electronically mailing it to the Contractors who submitted Proposals for this Project. **Document 00 5105** will be deemed properly delivered at the time it is posted on the Owner’s website.

ARTICLE VI – MANDATORY PROPOSAL PROTEST PROCEDURES

6.01. Submission of Written Proposal Protest

- A. Any proposal protest in connection with the CMR contract or work described in general in Document 00 1001 (Notice Inviting Proposals) must be submitted in writing to Sam Lin, Assistant Director, Project Development Unit, 1402 Maple Street, Redwood City, California (Owner’s Office), before 3:00 P.M. of the fifth Business Day following issuance of Document 00 5051 (Notice of Intent to Award). Owner will publish on PDU website and use reasonable efforts to deliver by e-mail a copy of Document 00 5051 to all Proposers who submitted Proposals no later than the Business Day after issuance, although any delay or failure to do so will not extend the Proposal protest deadline described above.
- B. The initial protest document must contain a complete statement of the basis for the protest.
- C. The protest must refer to the specific portion of the document that forms the basis for the protest.
- D. The protest must include the name, address, and telephone number of the person representing the protesting party.
- E. Only Proposers whom the Owner otherwise determines are responsive and responsible are eligible to protest a Proposal; protests from any other Proposer will not be considered. In order to determine whether a protesting Proposer is responsive and responsible, Owner may evaluate all information contained in any protesting Proposer’s Proposal and conduct the same investigation and evaluation as Owner is entitled to take regarding a Best Value Proposer.
- F. Notwithstanding any other provision of this Article VI, the party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

6.02. Exclusive Remedy

- A. The procedure and time limits set forth in this paragraph are mandatory and are Proposer’s sole and exclusive remedy in the event of Proposal protest. Proposer’s failure to comply with these procedures shall constitute a waiver of any right to further pursue the Proposal protest, including presenting a Government Code Claim or initiating legal proceedings. A Proposer may not rely on a protest submitted by another Proposer but must timely pursue its own protest.

ARTICLE VII – AWARD AND EXECUTION OF CONTRACT

7.01. Notice of Award and Submittal of Executed Contract Documents

- A. If Contract is to be awarded, it will be awarded to the Best Value Proposer. Owner will issue Document 00 5105 (Notice of Award) to the successful Proposer. Such Award, if made, will be made within ninety (90) Days after the opening of Proposals.
- B. Successful Proposer must execute and submit to Owner the “Required Contract Documents and Proof of Insurance” set forth below, by 5:00 pm of the 10th Day following issuance of the Notice of Award to it.

7.02. Required Contract Documents and Proof of Insurance

- A. Document 00 5201 (Agreement), fully executed by successful Proposer. Submit four (4) originals, each bearing an original signature and initials on each page.
- B. Document 00 6301 (Guaranty), fully executed by successful Proposer. Submit four (4) originals, each bearing an original signature and initials on each page.

**San Mateo County – Project Development Unit
New South San Francisco Campus Project**

- C. Insurance certificates and endorsements required by Document 00 7311 (Insurance and Indemnification): Submit one (1) original set.
- D. Any other item required by Document 00 5105 (Notice of Award). As indicated therein.

7.03. Failure to Execute and Deliver Documents

- A. If Proposer to whom Contract is awarded, within the period described in this Document 00 2001, fails or neglects to execute and deliver all required Contract Documents and file all required bonds, insurance certificates, and other documents, Owner may, in its sole discretion, rescind the award.
- B. Upon such failure to timely deliver all required Contract Documents as set forth herein, Owner may determine the next Best Value Proposer and proceed accordingly. Such Award, if made, will be made within sixty (60) days after such failure.

7.04. Conditions to Construction and Following Completion of Pre-Construction Services

- A. A Notice to Proceed will be issued separately for Pre-construction Phase and Construction Phase respectively.
- B. CMR's guaranteed maximum price (GMP) will be the sum of the contract initially awarded, subcontracts competitively bid following completion of pre-construction services, CMR self-performed subtrade work package costs (if authorized), and contingency. CMR's GMP shall be established as set forth in document 00 5201 1.04A.
- C. In addition to other Contract Documents requirements, following the completion of competitive bidding of all subcontracts and before commencement of construction, CMR must submit the following:
 - 1. Document 00 6113.12 (Construction Performance Bond), fully executed by successful Proposer and surety, in the amount set forth in Document 00 6113.12. Submit one (1) original.
 - 2. Document 00 6113.18 (Construction Labor and Material Payment Bond), fully executed by successful Proposer and surety, in the amount set forth in Document 00 6113.18. Submit on (1) original.

ARTICLE VIII – GENERAL CONDITIONS AND REQUIREMENTS

8.01. Modification of Commencement of Work

- A. Owner expressly reserves the right to modify the date(s) for the Commencement of Work or any portion thereof under the Contract and to independently perform and complete work or services related to Project. Owner accepts no responsibility to Proposer for any delays attributed to Owner's need to complete independent work at the Site.
- B. Owner shall have the right to communicate directly with Best Value Proposer's performance bond surety, to confirm the performance bond. Owner may elect to extend the time to receive faithful performance and labor and material payment bonds.

8.02. Conformed Project Manual

- A. Following Award of Contract, Owner may prepare a conformed Project Manual reflecting Addenda issued during the Proposal period, which will, failing objection, constitute the approved Project Manual.

8.03. Not Used

8.04. Wage Rates and Skilled and Trained Workforce

- A. Copies of the general prevailing wage rates for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, may be obtained from the Department of Industrial Relations. Also, Proposer shall post the applicable prevailing wage rates at the Site. By submission of this Proposal, Proposer agrees to comply with the terms and conditions of Owner's Project Labor Agreement and makes

San Mateo County – Project Development Unit New South San Francisco Campus Project

an enforceable commitment to use and ensure the use of a skilled and trained workforce as required by California Public Contract Code Section 20146(c)(1).

8.05. Withdrawal of Proposals

- A. Proposers may withdraw their Proposals at any time prior to the Proposal opening time fixed in this Document 00 2001, only by written request for the withdrawal of Proposal filed with Owner at Owner's Office. Proposer or its duly authorized representative shall execute the request to withdraw Proposal.

8.06. Ineligible Contractors and Subcontractors

- A. Owner shall not accept a Proposal from a Proposer who is ineligible to propose or work on, or be awarded, a public works project pursuant to California Labor Code section 1777.1 or 1777.7. Proposers and the Contractor who is awarded the project contract shall not utilize, or allow work by, any subcontractor who is ineligible to propose or work on, or be awarded, a public works project pursuant to California Labor Code section 1777.1 or 1777.7. (See California Public Contract Code section 6109.) The California Division of Labor Standards Enforcement publishes a list of debarred contractors and subcontractors on the Internet at www.dir.ca.gov/DLSE/debar.html.

8.07. Equal Employment Opportunity. CMR shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical conditions, disability, or other reasons.

8.08. Public Records Act Requests

- A. Pursuant to the Public Records Act, Owner will make available to the public all correspondence and written questions submitted during the Proposal period, all Proposal submissions opened in accordance with the procedures of this Document 00 2001, and all subsequent Proposal evaluation information. All submissions not opened will remain sealed and eventually be returned to the submitter. Except as otherwise required by law, Owner will not disclose trade secrets or proprietary financial information submitted that has been designated confidential by a Proposer. Any such trade secrets or proprietary financial information that a Proposer believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating all pages or whole sections shall not be permitted and shall be invalid. The specific information must be clearly identified as such.
- B. Upon a request for records regarding this Proposal, Owner will notify Proposer involved within ten (10) Days from receipt of the request of a specific time when the records will be made available for inspection. If Proposer timely identifies any "proprietary, trade secret, or confidential commercial or financial" information that Proposer determines is not subject to public disclosure, and requests Owner to refuse to comply with the records request, Proposer shall take all appropriate legal action and defend Owner's refusal to produce the information in all forums. Absent a valid court order prohibiting release, Owner may in its sole discretion make such information available to the requestor.
- C. Information disclosed to Owner and all items in opened submissions are the property of Owner unless Proposer makes specific reference to data that is considered proprietary. Subject to the requirements in the Public Records Act, reasonable efforts will be made to prevent the disclosure of information except on a need-to-know basis during the evaluation process.

8.09. Substitutions

- A. Proposers must base their Proposals on products and systems where specified in the Contract Documents where applicable.
- B. Submittals of substitutions shall contain all required information set forth in Document 00 6325 (Substitution Request Form) (if used) and Document 01 6000 (Product Requirements). Insufficient information shall be grounds for rejection of substitution.
- C. Owner may consider specifications final upon Contract award, however, and will consider substitutions following award in its sole discretion.

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8.10. Reservation of Rights

- A. Owner reserves the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional Proposals, and to reject the Proposal of any Proposer as non-responsive as a result of any error or omission in the Proposal, or if Owner believes that it would not be in the best interest of the Project to make an award to that Proposer, whether because the Proposal is not responsive or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. For purposes of this paragraph, an “unbalanced Proposal” is one having nominal prices for some Cost items and enhanced prices for other Cost items.
- B. Owner may retain Proposal securities and Proposal bonds of other than the Best Value Proposer for a reasonable time, not exceeding ninety (90) Days after award of Contract. Owner may reject any or all Proposals and waive any informalities or minor irregularities in the Proposals. Owner also reserves the right, in its discretion, to reject any or all Proposals and to re-Proposal the Project.

8.11. Modification/ Addition to Instructions for Proposals. Owner reserves the right to modify existing procedures and instructions and will notify all Proposers if Owner exercises this right.

8.12. Definitions

- A. All abbreviations and definitions of terms used in this Document 00 2001 are set forth in Document 00 7200 (General Conditions) and Document 01 4200 (References and Definitions).

ARTICLE IX– ANTICIPATED SCHEDULE OF EVENTS FOR THE RFP PROCESS

Project Development Unit Issues RFP	04/17/19
Questions via email due: 5:00 pm	04/24/19
Responses to Questions Posted to Webpage	05/1/19
Proposal due: 2:30 pm	05/9/19
Interviews	05/15/2019
Notice of Intent to Award Posted	05/24/2019
Board Approval	09/17/19

END OF DOCUMENT 00 2001

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New South San Francisco Campus Project**

DOCUMENT 00 2010

ACCESS, INDEMNITY AND RELEASE AGREEMENT

Dated _____

PROPOSER: _____

OWNER: SAN MATEO COUNTY PROJECT DEVELOPMENT UNIT (hereinafter “**Owner**”)

SITE: San Mateo Superior Court Site, South San Francisco, CA 94080

PROJECT: SOUTH SAN FRANCISCO CAMPUS PROJECT

In consideration of the above-referenced Owner’s permitting the undersigned potential proposer (“**Proposer**”) to have access to, and/or to conduct investigations, tests and/or inspections on the Site (“**access**”), and effective upon such access, Proposer hereby agrees as follows:

1. To the greatest extent permitted by law, including without limitation California Civil Code section 2782, Proposer hereby releases, and shall defend, indemnify and hold harmless Owner, and its officers, employees, consultants (including without limitation Architect/Engineer), representatives, and agents, and all other parties having any other interest in the Site, against any claim or liability, including attorney’s fees, arising from or relating to any Site-related access, investigation, test, inspection and/or other access activity conducted by Proposer or any of Proposer’s officers, employees, consultants, representatives, and/or agents, regardless of whether claim or liability is caused in part by the negligence of Owner or by any released and indemnified party.
2. In connection with the release referenced in paragraph 1 above, Proposer hereby waives the provisions of California Civil Code section 1542 which provides as follows:

A general release does not extend to claims that the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her, must have materially affected his or her settlement with the debtor.
3. Proposer shall repair any damage to the Site or adjacent property resulting from activities by or on behalf of Proposer authorized hereunder, and comply with and be subject to all other requirements and obligations described or referenced in Document 00 3020 (Geotechnical Data and Existing Conditions).
4. Although this Access, Indemnity and Release Agreement is not a Contract Document (see Document 00 5201 [Agreement]), it shall be fully effective and binding regardless of whether Proposer submits a Proposal for the subject Project, is awarded a contract for the Project or otherwise.

Name of Proposer

By: _____
Signature

Its: _____
Title (If Corporation: Chairman, President or
Assistant Secretary, Vice President)

By: _____
Signature

Its: _____
Title (If Corporation: Secretary,
CFO or Assistant Treasurer)

END OF DOCUMENT 00 2010

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DOCUMENT 00 3020

GEOTECHNICAL DATA AND EXISTING CONDITIONS

ARTICLE I – SUMMARY

- A. This Document 00 3020 sets forth the terms and conditions under which Proposer may review, study, use, or rely upon geotechnical data at or contiguous to the Site, and existing conditions information concerning existing conditions at or contiguous to the Site. This Document 00 3020, the available geotechnical data, and the supplied existing conditions information are not Contract Documents.

ARTICLE II – REPORT AND INFORMATION

- A. Owner, its consultants, and prior contractors may have collected documents providing a general description of the Site and conditions of the Work. These documents may consist of geotechnical reports for and around the Site, contracts, contract specifications, tenant improvement contracts, as-built drawings, utility drawings, and information regarding Underground Facilities. These reports, documents and other information are not part of the Contract Documents.
- B. Proposers should inspect geotechnical reports and information regarding existing conditions available at the Owner's Office, and may obtain copies at cost of reproduction and handling upon Proposer's payment for the costs. These reports, documents and other information are not part of the Contract Documents. Nevertheless, by submitting a Proposal, Proposer accepts full responsibility for reviewing, knowing and understanding the contents of all of these materials.
- C. Geotechnical reports may be included in the Project Manual and information regarding existing conditions may also be included in the Project Manual, but neither shall be considered part of the Contract Documents.
- D. The following geotechnical reports and data, and information regarding existing conditions and Underground Facilities at or contiguous to the Site, are available for review for this Contract through Owner: See **Exhibit AA** for Preliminary Geotechnical Recommendations dated 03/21/2019

ARTICLE III – USE OF INFORMATION ON EXISTING CONDITIONS

3.01. Aboveground Existing Conditions

- A. Under no circumstances shall Owner be deemed to make a warranty or representation of existing above-ground conditions, as-built conditions, or other above-ground actual conditions verifiable by reasonable independent investigation. These conditions are verifiable by Proposer by the performance of its own independent investigation that Proposer must perform prior to GMP contract execution and Proposer must not rely solely on the information supplied by Owner regarding existing conditions. Proposer represents and agrees that in submitting its Proposal, it is not relying on any information regarding existing conditions supplied by Owner.

3.02. Underground Facilities

- A. Information supplied regarding existing Underground Facilities at or contiguous to the Site is based on information furnished to Owner by others (e.g., the owners or builders of such Underground Facilities or others). Except as expressly set forth in this Document 00 3020, Owner does not assume responsibility for the accuracy, completeness or thoroughness of this information, and Proposer is solely responsible for any interpretation or conclusion drawn from this information. Except as expressly set forth in this Document 00 3020, Owner will be responsible only for the general accuracy of information regarding Underground Facilities, and only for those Underground Facilities that are owned by Owner. This express assumption of responsibility applies only if Proposer has conducted the independent investigation required of it and discrepancies were not apparent.

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ARTICLE IV – LIMITED RELIANCE PERMITTED ON CERTAIN INFORMATION

4.01. Limitations on Geotechnical Data

- A. Except as expressly set forth in this Document 00 3020, Owner does not warrant, and makes no representation regarding, the accuracy or thoroughness of any geotechnical data. Proposer represents and agrees that in submitting its Proposal, it is not relying on any geotechnical data supplied by Owner, except as specifically set forth herein.

4.02. Limitations on Technical Data

- A. Proposer may rely upon the general accuracy of the “technical data” contained in the geotechnical reports and drawings identified above, but only insofar as it relates to subsurface conditions, provided Proposer has conducted the independent investigation required of it and discrepancies were not apparent. The term “technical data” in the referenced reports and drawings shall be limited as follows:
1. The term “technical data” shall include actual reported depths, reported quantities, reported soil types, reported soil conditions, and reported material, equipment, or structures that were encountered during subsurface exploration.
 2. The term “technical data” does not include, and Proposer may not rely upon, any other data, interpretations, opinions or information shown or indicated in such drawings or reports that otherwise relate to subsurface conditions or described structures.
 3. The term “technical data” shall not include the location of Underground Facilities.
 4. Proposer may not rely on the completeness of reports and drawings for the purposes of preparing a proposal or construction. Proposer may rely upon the general accuracy of the “technical data” contained in such reports or drawings.
 5. Proposer is solely responsible for any interpretation or conclusion drawn from any “technical data” or any other data, interpretations, opinions, or information contained in supplied geotechnical data.

Exhibit AA - Preliminary Geotechnical Recommendations

END OF DOCUMENT 00 3020

**San Mateo County – Project Development Unit
New South San Francisco Campus Project**

DOCUMENT 00 4001

PROPOSAL PRICE FORM

THIS PROPOSAL IS SUBMITTED BY: XL Construction Corp.

Re: **NEW SOUTH SAN FRANCISCO CAMPUS PROJECT**

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into an agreement with SAN MATEO COUNTY (Owner) in the form included in the Contract Documents, including Document 00 5201 (Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Proposal and in accordance with all other terms and conditions of the Contract Documents.
2. Proposer accepts all of the terms and conditions of the Contract Documents, Document 00 1001 (Notice Inviting Proposals), and Document 00 2001 (Instructions for Proposals). This Proposal will remain subject to acceptance for One Hundred and Twenty (120) Days after Proposal opening.
3. Proposer is an individual, partnership, joint venture, corporation, or other recognized legal entity, that is appropriately licensed and authorized to do business in this State, including the necessary contractor's license(s) issued by the Contractors' State License Board. Proposer has listed all consultants and subcontractors included in this Proposal, either as partners, general partners, or association members in a partnership, limited partnership, or association (collectively, Trade Members), each of whom is bound to the Contract Documents.
4. In submitting this Proposal, Proposer represents that Proposer has examined all Contract Documents, performed all required Pre-Proposal Review, received the Pre-Proposal conference minutes (if any), and received the following Addenda:

Addendum Number	Addendum Date	Signature of Proposer
None	N/A	N/A

5. Based on the foregoing, Proposer proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Proposal Prices.

**San Mateo County – Project Development Unit
New South San Francisco Campus Project**

SCHEDULE OF PROPOSAL PRICES

6. All Cost items, including lump sums and unit prices, must be filled in completely. Cost items are described or referenced in Document 01 1000 (Summary of Work) or Document 00 2001 (Instructions for Proposals). In submitting this Proposal Price Form (00 4001), Proposer verifies it has properly studied and understood the scope of all Cost Items and Preconstruction Services. Quote in figures only, unless words are specifically requested.

NO.	COST ITEM ^D	FEE TYPE	PERCENT ^C	DOLLAR AMOUNT ^A
1.	Pre-Construction Services	Lump Sum	1.34% <i>(Calculated)</i>	\$298,096
2.	CMR Fee	Percent	2.75%	\$676,828.95
3.	CMR General Conditions (GC)	Lump Sum	9.67% <i>(Calculated)</i>	\$2,156,942
4.	CMR General Requirement ^B – GR 1 (GR 2 is part of Direct Cost of Construction to be determined during Phase 1)	Lump Sum	0.70% <i>(Calculated)</i>	\$155,020
5.	Direct Cost of Construction	Lump Sum	TBD	Aggregate Total Cost of the Work of subtrades, including self-perform Work, to be determined at buy-out during Phase 1.
6.	Contingency	Percent	3%	To be determined based on the Final GMP at completion of Phase 1
7.	Bonds, Insurance and Taxes	Percent	3%	\$699,000
Total Proposal Price (Sum of Cost Items 1, 2, 3, 4 and 7)				Total \$3,955,887

Total Project Proposal Price: **Three Million Nine Hundred Fifty Five Thousand Eight Hundred Eighty Seven**

Notes:

- A. Hourly rates for all services necessary to complete Cost Items 1 (Pre-Construction Services), 3 (CMR General Conditions), and 4 (CMR General Requirements) shall be submitted with the Proposal in Appendix A to this Document 00 4001. The reasonableness of rates will be considered in assessing Price and will be the basis for compensation of additional/extended hours requested by the Owner for these specific services during course of this Contract.
- B. Proposers to submit Lump Sum cost for General Requirement 1 (GR 1) as identified in Appendix B to this Document.
- C. For Proposing purposes for Cost Items 1, 3 and 4, percentages shall be calculated based on the entered Lump Sum price against the estimated Direct Cost of Construction of **\$22,300,000**. The reasonableness of the percentages will be considered in assessing the Price. Inclusion of percentage in those sections shall not be construed to indicate that an increase in the specified lump sum amount will result should the Direct Cost of Construction increase. The percentage for Cost Item 2 shall be used for determining the actual total CMR Fee after bids for all trades are received.
- D. Proposals should be made with the presumption that CMR will not be authorized to self-perform subtrade work.

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7. The undersigned Proposer acknowledges that the estimated Direct Cost of Construction provided herein is for Proposing purposes only, that Owner does not warrant the final accuracy of the estimate, and that the undersigned Proposer must make its own independent verification of estimated costs.
8. The undersigned acknowledges that the Best Value Proposer will be determined as provided in Document 00 2001 (Instruction for Proposals).
9. The undersigned Proposer understands that Owner reserves the right to reject this Proposal, or all Proposals, for any lawful reason, in its sole discretion without compensation to Proposer.
10. If written notice of the acceptance of this Proposal, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Proposer within the time described in Paragraph 2 of this Document 00 4001 or at any other time thereafter before it is withdrawn, the undersigned Proposer will execute and deliver the documents required by Document 00 2001 (Instructions for Proposals) within the time specified therein.
11. Notice of Award or request for additional information may be addressed to the undersigned Proposer at the address set forth below.
12. The undersigned Proposer agrees to commence Work under the Contract Documents on the date(s) established in Document 00 7200 (General Conditions) or elsewhere in the Contract Documents and to complete all Work within the time(s) specified in Document 00 5201 (Agreement).
13. The undersigned Proposer agrees that, in accordance with Document 00 7200 (General Conditions), liquidated damages for failure to complete Work in the Contract (or portions thereof) within the time(s) specified in Document 00 5201 (Agreement) shall be as set forth in Document 00 5201.
14. Prevailing Wage Statement
 - A. If awarded the contract, we and our subcontractors shall pay all the workers we assign to the project not less than prevailing wages under Labor Code Section 1770 *et seq.* We are aware that the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages and the rates for overtime and holiday work in the locality in which the work is to be performed for each craft, classification or type of worker needed to perform the Work under the contract which will be awarded to the successful proposer. In addition, we are informed that copies of the prevailing wage rates are on file at:

State of California Department of Industrial Relations
Division of Labor Statistics and Research
455 Golden Gate Avenue, Room #5184
San Francisco, CA 94102
Prevailing Wage Unit
(415) 703 – 4774
<http://www.dir.ca.gov/oprl/PWD/index.htm>
 - B. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code Section 1725.5. All subcontractors listed in the Proposal or doing work must be registered with the DIR. No contractor or subcontractor may perform work on the project without being registered with the DIR. The successful proposer shall be required to post the prevailing wage determinations at each job site.
 - C. Each contractor and subcontractor shall keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him or her in connection the public work.

**San Mateo County – Project Development Unit
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- D. Certified copies of such payroll records must be furnished to the State or the County upon request.
- E. By signing below, the proposer certifies that he shall comply with the prevailing wage laws.

15. The names of all persons interested in the foregoing Proposal as principals are:

IMPORTANT NOTICE: If Proposer or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Proposer or other interested person is an individual, give first and last names in full.

NAME OF PROPOSER: XL Construction Corporation
licensed in accordance with an act for the registration of Contractors, and with California license number: 647480 Expiration: 6/30/2020.

<u>Incorporated in California</u> (Place of Incorporation, if Applicable)	<u>Eric Raff, President</u> (Principal)
	<u>Tom Humbert, Secretary/Treasurer</u> (Principal)
	<u>Alan Laurlund, Sr Vice President</u> (Principal)

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Signature of Proposer)

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NOTE: If Proposer is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Proposer is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address:

851 Buckeye Court

Milpitas, CA 95035

Contractor's Representative(s):

Alan Lurlund, Sr Vice President

(Name/Title)

Eric Raff, President

(Name/Title)

Richard Walker, COO

(Name/Title)

Officers Authorized to Sign Contracts

Tom Humbert, Secretary/Treasurer

(Name/Title)

All individuals noted under Contractor's
Representatives as well as noted here:

John Boneso, Sr Vice President

(Name/Title)

Steve Winslow, Sr Vice President

(Name/Title)

Telephone Number(s):

408/240-6000

(Area Code)

(Number)

(Area Code)

(Number)

Fax Number(s):

408/240-6001

(Area Code)

(Number)

(Area Code)

(Number)

Date of Proposal:

May 9, 2019

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New South San Francisco Campus Project**

APPENDIX A

SCHEDULE OF RATES FOR PERSONNEL COSTS

San Mateo County – Project Development Unit APPENDIX A
New County Office Building and Parking Structure Project

DOCUMENT 00 4001
Proposal Price Form
Addendum #2

SCHEDULE OF RATES FOR PERSONNEL COSTS - Addendum No. 2

Position	Staff Name	Cost per Hour*	GC Hour Allocation	Cost Sub-Total
Principal in Charge	Alan Laurland	\$270	0	\$0
Project Executive/Director	Craig Jamison	\$241	268	\$64,699
Operations Manager	N/A	\$0	0	\$0
Pre-construction Project Manager	TBD	\$199	0	\$0
Pre-construction Project Engineer	TBD	\$108	0	\$0
Sr. Estimator	TBD	\$177	0	\$0
Estimator	TBD	\$161	0	\$0
BIM Manager	DJ Phipps	\$197	0	\$0
BIM Engineer	TBD	\$162	268	\$43,491
Scheduler	William Huang	\$155	134	\$20,806
Sr. Project Manager	JD Ahern	\$179	2,685	\$480,543
General Superintendent	Rand Eissner	\$237	134	\$31,813
Assistant Project Manager	N/A	\$0	0	\$0
QA/QC	Whitney Karplus	\$112	2,685	\$300,675
Safety Specialist	Craig Pancost	\$190	537	\$102,015
Superintendent	TBD	\$154	0	\$0
Sr. Project Engineer	Jermey Edwards	\$112	2,685	\$300,675
Project Engineer	TBD	\$108	671	\$72,484
Field Engineer	TBD	\$108	0	\$0
Preconstruction Executive	Matt Larson	\$244	0	\$0
Sr. MEP Coordinator	Lou Petreli	\$159	268	\$42,685
Administrative Assistant	Lisa Britsch	\$94	1,342	\$126,176
Lean Expert	Andreas Phelps	\$250	134	\$33,558
Sr. Project Superintendent	Rob Wilbur	\$191	2,685	\$512,759
Sustainability Manager	Courtney Lorenz	\$183	134	\$24,564
Carp. Foreman	TBD	\$122	0	\$0
Carpenter	TBD	\$114	0	\$0
Labor Foreman	TBD	\$93	0	\$0
Laborer	TBD	\$85	0	\$0
Shop Driver	TBD	\$72	0	\$0
[Please add other position where applicable]				\$0
[Please add other position where applicable]				\$0
Total Cost =				\$2,156,942

*Rates include CMR's direct costs, without overhead or profit included under Cost Item 2, for salaries and related forms of compensation and employer's costs (including worker's compensation insurance and any other insurance required by law) for labor and personnel costs, of CMR's employees, while performing Work at the Project Site.

END OF APPENDIX A

**San Mateo County – Project Development Unit
New South San Francisco Campus Project**

APPENDIX B*

**GENERAL REQUIREMENTS 1
(Lump Sum)**

San Mateo County – Project Development Unit

APPENDIX B

DOCUMENT 00 4001

Proposal Price Form

APPENDIX B - GENERAL REQUIREMENTS 1 - Addendum No. 2						
General Requirements 1		GR1	Unit	Quantity	Unit Cost	Total
Job Site Temp Facilities, Utilities & Cleaning						
1	Office Trailers (Including Inspectors / Owners)	X	MO	16	\$2,200.00	\$35,200.00
2	Storage Trailer & Tool Shed	X	MO	16	\$500.00	\$8,000.00
3	Office Furniture and Equip	X	MO	16	\$750.00	\$12,000.00
4	Reproductions/Copy Machine	X	MO	16	\$850.00	\$13,600.00
5	Postage/UPS/FedEx	X	MO	16	\$120.00	\$1,920.00
6	Project Photographs	X	MO	16	\$50.00	\$800.00
7	Temporary Toilets	X	MO	16	\$1,500.00	\$24,000.00
8	Project Sign	X	LS	1	\$2,500.00	\$2,500.00
9	Telephone Installation	X	LS	1	\$3,000.00	\$3,000.00
10	Telephone Monthly Charges / Allowance	X	MO	16	\$525.00	\$8,400.00
11	Electric Power Installation (Trailers Only)	X	LS	1	\$10,000.00	\$10,000.00
12	Electric Power Monthly Charges / Allowance (Trailers Only)	X	MO	16	\$625.00	\$10,000.00
13	Water Service – Installation (Trailers Only)	X	LS	1	\$5,000.00	\$5,000.00
14	Water Service - Monthly Costs / Allowance (Trailers Only)	X	MO	16	\$525.00	\$8,400.00
15	Project Management Software (Included in rates)	X				\$0.00
16	Trailer Maintenance	X	MO	16	\$325.00	\$5,200.00
17	Daily Job Site Clean-Up	X				\$0.00
18	Final Clean	X				\$0.00
19	Dump Permits and Fees	X				\$0.00
20	Trash Removal and Hauling	X				\$0.00
21	Dust Control	X				\$0.00
22	SWPP Installation & Maintenance	X				\$0.00
23	SWPP Inspection	X				\$0.00
24	Drinking Water/Cooler/Cup	X	MO	16	\$300.00	\$4,800.00
25	Safety/First Aid Supplies	X	LS	1	\$1,000.00	\$1,000.00
26	Fire Equipment (Office Trailers and Site)	X	MO	16	\$75.00	\$1,200.00
27	Site Security	X				\$0.00
GENERAL REQUIREMENTS 1 - Lump Sum SUBTOTAL						\$155,020.00
APPENDIX B - GENERAL REQUIREMENTS 2 (Shall be determined and solicited for bidding during sub buyout) - Addendum No. 2						
General Requirements 2		GR2	Unit	Quantity	Unit Cost	Total
Temporary Utilities, Cleaning & Hoisting						
1	Flagman and Traffic Control	TBD				
2	Temporary Road Construction	TBD				
3	Scaffolding	TBD				
4	Temporary Fencing and Enclosures	TBD				
5	Covered Walkways	TBD				
6	Barricades	TBD				
7	Temporary Stairs	TBD				
8	Opening Protection	TBD				
9	Safety Railing & Nets	TBD				
10	Temporary Road Maintenance	TBD				
11	Trash Chute & Hopper	TBD				
12	Electric Power Installation for Project Site	TBD				
13	Electric Power Monthly Charges / Allowance for Project Site	TBD				
14	Water Service – Installation for Project Site	TBD				
15	Water Service - Monthly Costs / Allowance for Project Site	TBD				
16	Daily Job Site Clean-Up	TBD				
17	Final Clean	TBD				
18	Dump Permits and Fees	TBD				
19	Trash Removal and Hauling	TBD				

**San Mateo County – Project Development Unit
New South San Francisco Campus Project**

San Mateo County – Project Development Unit

APPENDIX B

DOCUMENT 00 4001
Proposal Price Form

20	Dust Control	TBD				
21	SWPP Installation & Maintenance	TBD				
22	SWPP Inspection	TBD				
23	Site Security	TBD				
24	Motor Vehicles	TBD				
	Hoisting	GR2	Unit	Quantity	Unit Cost	Total
1	Hoist & Tower Rental	TBD				
2	Hoist Landing & Fronts	TBD				
3	Hoist Operator	TBD				
4	Hoist Material Skips/ Hoppers	TBD				
5	Erect & Dismantle Cranes and Hoists	TBD				
6	Crane Rental	TBD				
7	Crane Operators	TBD				
8	Crane Raising/ Jumping Costs	TBD				
9	Temporary Elevator Rental	TBD				
10	Elevator Operation Costs	TBD				
11	Cage Rider at Elevator	TBD				
12	Forklift Rental	TBD				
13	Forklift Operator	TBD				
14	Safety Inspections	TBD				
15	Fuel, Repairs, Maintenance, Service	TBD				
GENERAL REQUIREMENTS 2 (TBD)						\$0.00

END OF DOCUMENT 00 4001

**San Mateo County – Project Development Unit
New South San Francisco Campus Project**

DOCUMENT 00 4514

**STATEMENT OF PROPOSER'S PROPOSED PROJECT PLAN, STAFFING PLAN,
AND SAFETY PLAN**

TO THE SAN MATEO COUNTY PROJECT DEVELOPMENT UNIT

THIS STATEMENT IS SUBMITTED BY:

XL Construction Corporation

(Firm/Company Name)

Re: **NEW SOUTH SAN FRANCISCO CAMPUS PROJECT**

The undersigned Proposer submits herewith its Proposed Project Plan, Proposed Staffing Plan, and Proposed Safety Plan, in accordance with Document 00 2001 (Instructions for Proposals).

Proposer hereby declares under penalty of perjury that all the information provided in its Proposed Project Plan, Proposed Staffing Plan, and Proposed Safety Plan is true and correct.



SIGNATURE

Alan Laurlund, Sr Vice President

TITLE

END OF DOCUMENT 00 4514

1. ORGANIZATION CHART



SMITHGROUP



ALAN LAURLUND
Senior Vice President
XL Construction



Craig Jamison
Project Executive
916/300-8288
cjamison@xlconstruction.com



Randy Eissner
General Superintendent



JD Ahearn
Senior Project Manager



Rob Wilbur
Project Superintendent



Jeremy Edwards
Project Engineer



Whitney Karplus
QA/QC Officer



Lou Pietrelli
Sr. MEP Coordinator /
Commissioning
Superintendent

Technical Support Staff

Mike Popp, CSHM, CRIS, CLCS, CHST
Safety Director

Courtney Lorenz, LEED AP, BD+C
Sustainability Manager

DJ Phipps
VDC Manager

Andreas Phelps, PHD, LEED AP
Lean Facilitator

William Huang,
Scheduler

Matt Larson
Precon/TVD Specialist



Contractor's approach to safety programs and procedures, including Trade Partner involvement.

SAFETY

Importance of Safety

- Peace of mind that your project and the people engaged in it will be injury and accident free
- Protects your project schedule and budget from impacts caused by safety incidents
- Your people and your neighbors will be protected from construction activities
- No negative press resulting from construction incidents

It Starts with Culture

A true culture of safety empowers employees to stop work when they see something unsafe. It encourages everyone in the company, and everyone on project sites, to **put safety first**, to preplan, to look for better ways to do things, and to think about the ultimate safety of everyone who will inhabit the building - while in construction or after completion.

Our safety and project teams work with your staff to create a safe work environment. It is our responsibility to protect your employees, as well as ours. We strive to prevent injuries and accidents, which can lead to costly delays and have a negative impact on team morale.

Ensuring safety includes requiring all Trade Partners onsite to:

- Take a safety exam prior to starting work (Click Safety)
- Review the Site-Specific Safety Plan
- Develop Pre-task plans and Job Hazard Analysis for all high hazard activities
- Perform daily safety audits to ensure work is being performed safely

Our Safety Training

All field supervisors are OSHA 30 trained. Several Superintendents are also Safety Trained Supervisor - Construction Certified (STS-C through the Board of Certified Safety Professionals). Our goal is to have ALL superintendents STS-C certified. In addition, we include safety training as part of our regular Project Manager, Superintendent and Foreman meetings, and have specific safety training courses as part of our XL University training program.

Trade Partners must be trained pertaining to their specific tasks including our Trade Partner Safety Program. This training may consist of:

- Competent Person Training for their scope of work (i.e. Trenching and Excavation, Fall Protection, Scaffold and HAZMAT Removal).
- Specific Tool and Equipment Training Certification (i.e. Aerial Platform, Forklift and Powder Actuated Tool)
- Awareness training for project-specific exposures (i.e. blood borne pathogens, asbestos and lead, infection control, etc.

THINKSAFE
WORKSAFE
HOMESAFE

.40
Current
2018 EMR

0
Lost Work
Day Rate
11 years
running

5.8
million
manhours
with no lost
time injuries

11
Consecutive
years XL has
been honored
for its safety
program

▲▲ Achieving approximately 110,000 contractor hours with no time lost or recordable injuries is worth noting. As the Ford Land Project Manager on the site, I appreciate your dedication to the health and safety of the entire team. ▲▲

—Tony Jasser
Ford Research and
Innovation Center

**San Mateo County – Project Development Unit
New South San Francisco Campus Project**

DOCUMENT 00 4516.1

SUPPLEMENT TO RESPONSE TO REQUEST FOR STATEMENT OF QUALIFICATIONS

TO THE SAN MATEO COUNTY PROJECT DEVELOPMENT UNIT

THIS STATEMENT IS SUBMITTED BY: XL Construction Corp.

Re: **NEW SOUTH SAN FRANCISCO CAMPUS PROJECT**

The undersigned Proposer submits herewith its Supplement to Response to Request for Statement of Qualifications in accordance with Document 00 2001 (Instructions for Proposals).

Material Changes List. List all changes on information that was submitted as part of the Pre-Qualification process below and attach the up-to-date supplemental information to this Proposal:

1. Our preconstruction BIM costs exclude any laser scanning. Once the scope is determined, we will request additional funding for this scope of work.
2. Earthquake insurance coverage is limited to limits set forth in 2016 California Public Contract Code, Chapter 7, Section 7105.

Proposer hereby declares under penalty of perjury that all the information provided in its Response to Request for Statement of Qualifications (Document 00 4516) and this Supplement to Response to Request for Statement of Qualifications is true and correct.

SIGNATURE

TITLE

END OF DOCUMENT 00 4516.1

San Mateo County – Project Development Unit
New South San Francisco Campus Project

DOCUMENT 00 4810

NON-COLLUSION AFFIDAVIT
Public Contract Code § 7106

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

STATE OF CALIFORNIA)
COUNTY OF Santa Clara) ss.

Alan Laurlund, being first duly sworn,
(Name of Principal of Proposer)

deposes and says that he or ~~she~~ is Senior Vice President
(Office of Affiant)

of XL Construction Corporation, the party
(Name of Proposer)

making the foregoing Proposal, that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that Proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any proposer or anyone else to put in a sham Proposal, or that anyone shall refrain from submitting proposals, and that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Proposal price of Proposer or any other proposer, or to fix any overhead, profit or cost element of the Proposal price, or of that of any other proposer, or to secure any advantage against San Mateo County in the proposed contract; that all statements contained in the Proposal are true; and further, that Proposer has not, directly or indirectly, submitted its Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Bid depository, or to any member or agent thereof to effectuate a collusive or sham Proposal.

Executed under penalty of perjury under the laws of the State of California:

XL Construction Corporation
(Name of Proposer)

[Signature]
(Signature of Principal)

Subscribed and sworn before me _____

This _____ day of _____, 20____

Notary Public of the State of _____

In and for the County of _____

San Mateo County – Project Development Unit
New South San Francisco Campus Project

My Commission expires see attached SV (Seal)

NOTE: If Proposer is a partnership or a joint venture, this affidavit must be signed and sworn to by every member of the partnership or venture.

NOTE: If Proposer [including any partner or venture of a partnership or joint venture] is a corporation, this affidavit must be signed by the Chairman, President, or Vice President and by the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.

NOTE: If Proposer's affidavit on this form is made outside the State of California, the official position of the person taking such affidavit shall be certified according to law.

END OF DOCUMENT 00 4810

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1–6 below)
- See Statement Below (Lines 1–6 to be completed only by document signer[s], *not* Notary)

~~_____
Signature of Document Signer No. 1~~

~~_____
Signature of Document Signer No. 2 (if any)~~

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

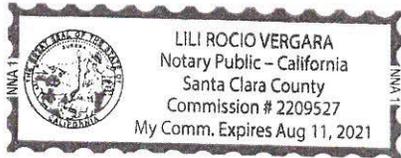
State of California
County of Santa Clara

Subscribed and sworn to (or affirmed) before me
on this 06 day of May, 2019,
by Date Month Year

(1) Alan Mark Lurlund
(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.

Signature *Lili Rocio Vergara*
Signature of Notary Public



Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Non-Collusion Affidavit New So. San Francisco Campus Project Document Date: 5/6/19

Number of Pages: 1 Signer(s) Other Than Named Above: _____

**San Mateo County – Project Development Unit
New South San Francisco Campus Project**

DOCUMENT 00 4820

PROPOSER CERTIFICATIONS

**NEW SOUTH SAN FRANCISCO CAMPUS PROJECT,
SOUTH SAN FRANCISCO, SAN MATEO COUNTY, CALIFORNIA**

TO BE EXECUTED BY ALL PROPOSERS AND SUBMITTED WITH PROPOSAL

The undersigned Proposer certifies to SAN MATEO COUNTY as set forth in sections 1 through 6 below.

1. STATEMENT OF CONVICTIONS

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

2. CERTIFICATION OF WORKER'S COMPENSATION INSURANCE

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

3. CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS

By my signature hereunder, as the Contractor, I certify that I am aware of the provisions of Section 1773 of the California Labor Code, which requires the payment of prevailing wage on public projects. Also, that the Contractor and any subcontractors under the Contractor shall comply with California Labor Code section 1776, regarding wage records, and with California Labor Code section 1777.5, regarding the employment and training of apprentices. It is the Contractor's responsibility to ensure compliance by any and all subcontractors performing work under this Contract. I further certify that I am aware of and agree to comply with the terms and conditions of Owner's Project Labor Agreement and California Public Contracts Code Section 20146.

4. CERTIFICATION OF COMPLIANCE WITH PUBLIC WORKS CHAPTER OF LABOR CODE

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

5. CERTIFICATION OF ADEQUACY OF CONTRACT AMOUNT

By my signature hereunder, as the Contractor, pursuant to Labor Code section 2810(a), I certify that, if awarded the Contract based on the undersigned's Proposal, the Contract will include funds sufficient to allow the Contractor to comply with all applicable local, state, and federal laws or regulations governing the labor or services to be provided.

**San Mateo County – Project Development Unit
New South San Francisco Campus Project**

6. CERTIFICATIONS REGARDING CONSTRUCTION TRADES

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

7. CERTIFICATION OF ACCEPTABILITY OF CONTRACT DOCUMENTS

By my signature hereunder, as the CMR, I certify that Proposer acknowledges that Owner has already transmitted the Contract Documents in draft form to state officials and has obtained prior state approval of the acceptability of the Contract Documents. Accordingly, Proposer has carefully reviewed the Contract Documents and certifies as follows:

[Please check and/or complete one of the following]

If the undersigned is selected to be the CMR, following issuance of Notice of Award to the undersigned, the undersigned will sign the Agreement form and provide the other required forms that have been included within the Contract Documents in the same form as drafted as of the date hereof, including all Addenda identified in the undersigned's Proposal and with applicable information from the undersigned's Proposal inserted, without seeking revisions to the Agreement form or any other Contract Document.

_____ If the undersigned is selected to be the CMR, following issuance of Notice of Award to the undersigned, the undersigned will sign the Agreement form and provide the other required forms that have been included within the Contract Documents in the same form as drafted as of the date hereof, including all Addenda identified in the undersigned's Proposal and with applicable information from the undersigned's Proposal inserted, with only the revisions to the Agreement form or other Contract Documents shown in underline and strikeout, format, attached to these Certifications as Appendix __, consisting of _____ pages. Proposer must attach an Appendix if this item is checked.

8. CERTIFICATION REGARDING SELECTION PROCESS

[Please check and/or complete one of the following]

The undersigned confirms it has no objections or protests to any CMR selection procedure, process or requirement, or any other any aspect of the CMR selection process, and does not object to any aspect of the CMR selection process.

_____ Attached as Appendix __, consisting of _____ pages, is a detailed description of all objections and protests the undersigned has regarding any aspect of the CMR selection process. Proposer must attach an Appendix if this item is checked.

9. CERTIFICATION REGARDING MATERIAL CHANGES

[Please check and/or complete one of the following]

The undersigned certifies that all information it submitted to Owner in connection with the Pre-Qualification Process, including without limitation any modifications, amendments or supplements thereto ("Pre-Qualification Information") remains true and correct in all material respects as of the date of submitting its Proposal.

_____ Except as provided on the Supplement to Response to Request for Statement of Qualifications, Document 00 4516.1 submitted as provided in Document 00 2001 (Instructions to Proposers), the undersigned certifies that all information it submitted to Owner in connection with the Pre-Qualification Process, including without limitation any modifications, amendments or supplements thereto ("Pre-

**San Mateo County – Project Development Unit
New South San Francisco Campus Project**

Qualification Information”) remains true and correct in all material respects as of the date of submitting its Proposal. Proposer must include a Material Changes List with its Proposal if this item is checked.

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

PROPOSER:

XL Construction Corporation

(Name of Proposer)

Date: May 9, 2019

By: _____



(Signature)

Name: _____

Alan Laurlund

(Print Name)

Its: _____

Sr Vice President

(Title)

END OF DOCUMENT 00 4820

**San Mateo County – Project Development Unit
New South San Francisco Campus Project**

DOCUMENT 00 5201

AGREEMENT

THIS AGREEMENT, dated this 12th day of September, 2019, is by and between XL CONSTRUCTION CORPORATION, whose place of business is located at 851 Buckeye Court, Milpitas, California 95035 (CMR), and the County of San Mateo (Owner).

NEW SOUTH SAN FRANCISCO CAMPUS PROJECT

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, CMR and Owner agree as follows:

ARTICLE I - WORK OF THE CONTRACT AND CONTRACT SUM

1.01. Work of the Contract

- A. CMR shall be responsible for completion of all Work specified in the Contract Documents, including without limitation, all Materials, Equipment, Tools and Labor necessary or reasonably inferable as necessary to complete the Work, or any phase of the Work, in accordance with the terms of the Contract Documents, including without limitation, the Specifications, Drawings, Document 01 1000 (Summary of Work) and all other terms and conditions of the Contract Documents (**Work**).
- B. The Work includes, without limitation, the entire scope of Work under the Contract Documents, inclusive of Preconstruction services, Construction Management services, Construction services, Completion and Commissioning services, and turnover of a complete, functional and legally operable Project.
- C. The Work includes compliance with all Codes, Laws, Ordinances, and County regulations.

1.02. Contract Sum

- A. Owner shall pay CMR the amounts indicated in paragraphs 1.03 and 1.04 below (together, **Contract Sum**) for completion of Work in accordance with Contract Documents and as set forth in CMR's Proposal (Document 00 4001 [Proposal Price Form]), attached hereto. The Contract Sum includes all allowances (if any).

1.03. Pre-Construction (Phase 1) Portion of Contract Sum

- A. Cost Item 1. Owner shall pay CMR **\$298,096.00**, the amount indicated for Proposal Cost Item 1 (Pre-Construction Services) for completion of all pre-construction (**Phase 1**) services for the Project. The Cost Item 1 amount reflects full compensation for all CMR Phase 1 costs, expenses, fee, profit, general conditions, general requirements, bonds and insurance and overhead, and any other Phase 1 services and work. The lump sum shall be paid progressively based on percentages of completion of Phase 1 (Preconstruction Services).
- B. Should Owner terminate this Agreement for its convenience during Phase 1, CMR shall be entitled only to the amount due based on the percentage of completion of Phase 1. This amount shall be determined consistent with the Contract Documents by comparing the total amount set forth in the agreement for Cost Item 1 (Preconstruction Services) with the number of days those services were satisfactorily and completely performed.

San Mateo County – Project Development Unit
New South San Francisco Campus Project

1.04. Construction (Phase 2) Portion of Contract Sum

- A. Following CMR's completion of trade bidding and award of all trade subcontracts, Final Guaranteed Maximum Price (GMP) shall be established as provided in this Document and that shall be the sum of Cost Items 1 through 7. The Final GMP shall be treated as the Contract Sum and shall be inclusive of all Work of the Contract Documents. Owner and CMR shall complete and execute a change order establishing the Final Contract Sum in form of Appendix A "Calculation of Contract Sum."
- B. The Construction (Phase 2) portion of Contract Sum will be payable progressively based upon progressive work completed in a satisfactory manner (less retention), as set forth in the Contract Documents, commencing only following issuance, in Owner's sole discretion, of Document 00 5501-B (Notice to Proceed for Construction).
- C. Owner shall pay CMR for completion of all construction (**Phase 2**) work, as total compensation, amounts in Cost Items 2 through 6 described in the Contract Documents (including Section 01 1000 Summary and its appendices and exhibits) as follows.
1. Cost Item 2. An amount equal to the percentage for CMR Fee identified in CMR's Proposal Form Proposal Cost Item 2 (**CMR Fee**) **2.75%** multiplied by the sum of Cost Items 3, 4 and 5 below, in full compensation for CMR's construction phase fee and profit. CMR will earn its fee progressively, based upon its percentage completion of the Work of Phase II in a satisfactory manner (less retention). CMR shall have no right to unearned Fee.
 2. Cost Item 3. The specified lump sum dollar amount in CMR's Proposal Form Cost Item 3 for CMR General Conditions (**CMR GC**) **\$2,156,942**, in full compensation for CMR's construction phase general conditions and related overhead. The stated lump sum shall be administered progressively (less retention), subject to Contractor's showing of good cause why, due to events or task, the percentage of the lump sum may not correspond to the percentage of completion of the Work.
 3. Cost Item 4. General Requirements identified in CMR's Proposal Form Proposal Cost Item 4 (**CMR GR**), in full compensation for CMR's construction phase general requirements 1. The stated lump sum shall be administered progressively (less retention), subject to Contractor's showing of good cause why, due to events or task, the percentage of the lump sum may not correspond to the percentage of completion of the Work.
 4. Cost Item 5. Direct Cost of Construction which is the aggregate total cost of the work of trades to be bid open book by CMR and authorized self-perform subtrade work at the amount agreed to; actual bid amounts awarded shall be used to determine Final GMP. Determination of this Cost Item based upon trade bids is provided in Article VII below. Payment of Direct Cost of Construction shall be without mark up by Contractor, and without duplication of costs compensated under any other Cost item.
 5. Cost Item 6. An amount equal to **three (3) %** of Cost Item 5 (**Contingency**). Contingency is subject to adjustment as provided herein and shall be administered as set forth in 1.05 herein.
 6. Cost Item 7. An amount equal to the percentage for Bonds, Insurance and Taxes identified in CMR's Proposal Form Proposal Cost Item 7 (**Bonds, Insurance and Taxes**), in full compensation for bonds, insurance and taxes as required per Document 00 6113.12, Document 00 6113.18 and Document 00 7311.

**San Mateo County – Project Development Unit
New South San Francisco Campus Project**

1.05. Administration of Cost Item 6, Contingency.

- A. Contingency (Cost Item 6) amount will be administered by Owner and expended only for “preventable” changes and/or extra costs as defined in this paragraph 1.05, up to but not over the amount of the Contingency (and any such costs over the amount of the contingency shall not be reimbursed). CMR accepts the risk of preventable changes and/or extra costs exceeding the Contingency and agrees that such risks and costs are incorporated into their Fee.
- B. Preventable changes and extra costs are those that CMR could have prevented by proper performance of its Phase 1 services under Document 00 5251 (Pre-Construction and CMR Services), such as, for example, and not by way of limitation, constructability and coordination issues or reasonably foreseeable equipment/material replacements and substitutions. CMR may be entitled to charge preventable direct cost of construction (plus overhead and profit markup) to contingency in the same manner as Change Orders under Document 01 2600 (Contract Modification Procedures), by moving such amounts from Contingency (Cost Item 6) to Cost Items 3, 4, 5 and 7 as applicable, including direct costs that were incurred as a consequence of CMR’s ordinarily negligent errors and omissions; however, CMR may not charge any costs against Contingency which were incurred due to CMR’s gross negligence or intentional misconduct, or any for rework of defective work.
- C. Non-preventable changes and extra costs are those CMR could not have prevented by proper performance of its Phase 1 services under Document 00 5251, such as, for example, and not by way of limitation, Owner elective changes adding additional scope or changes in legal requirements. Non-preventable Change Orders will not be recognized as a cost under the contingency, but rather, may be recognized as Change Orders that increase the Contract Sum and/or a Cost Item therein.
- D. Costs may not be charged to Contingency, however, if such costs are either (i) within the scope of work of the plans and specifications on which the Proposal was submitted or subcontract packages awarded, or (ii) included within the scope of Cost Items 1 (Pre-Construction Services), 3 (CMR GC) or 4 (CMR GR).

1.06. No Duplication. There shall be no duplication of costs or expenses among Cost Items. Duplication is subject to correction whenever discovered. CMR shall compare carefully its scope of work with the scope of work of trade subcontractors and monitor the work to assure that duplication does not occur, for example, and not by way of limitation, in costs of cleanup, document management, modeling, bonds, mock-ups, and supervision.

1.07. Updates and Final Confirmation of Contract Sum

- A. Following bid/award of all trade subcontracts and agreements to self-perform subtrade work into the Contract, in Owner’s discretion, Owner and CMR shall complete and execute a change order in form of Appendix A (Calculation of CMR’s Contract Sum) to this Document 00 5201 to memorialize the final Contract Sum.

ARTICLE II - CONTRACT TIME; COMMENCEMENT AND COMPLETION OF WORK

2.01. Phase 1 – Pre-Construction Phase

- A. CMR shall commence pre-construction (Phase 1) services pursuant to Document 00 5251 on the date indicated in Document 00 5501-A (Notice to Proceed for Pre-Construction Services) (**Phase 1 Commencement Date**).
- B. CMR shall complete Phase 1 within 275 calendar days from the Phase 1 Commencement Date, subject to extension only as provided in Document 00 5251.

**San Mateo County – Project Development Unit
New South San Francisco Campus Project**

- C. Owner reserves the right to modify or alter the Phase 1 Commencement Date.

2.02. Phase 2 – Construction Phase

- A. CMR shall commence the construction (Phase 2) work on the date indicated in Document 00 5501-B (Notice to Proceed for Construction – **(Phase 2 Commencement Date)**).
- B. CMR shall achieve Substantial Completion of the entire Work 546 Days from Phase II Commencement]
- C. CMR shall achieve Final Completion 591 Days from the Phase II Commencement Date.

2.03. General Matters

- A. Conditions to Owner’s issuance of Document 00 5501-A (Notice to Proceed for Pre-Construction Services) include all matters described in Document 00 5105 (Notice of Award), and such other matters as Owner may reasonably request.
- B. Conditions to Owner’s issuance of Document 00 5501-B (Notice to Proceed for Construction), to be issued for the Work, include the following, which Owner may waive or modify in its sole discretion:
 - 1. CMR has satisfactorily completed all pre-construction phase services required by Document 00 5251 (Pre-Construction and CMR Services);
 - 2. CMR has awarded all trade subcontracts and authorized self-perform subtrade work contracts required to execute the Phase 2 work of the Contract Documents for construction;
 - 3. CMR has provided evidence of all insurance, bonds and bond amounts required by Contract Documents for construction;
 - 4. Owner has made the determination following receipt of the foregoing that the GMP is acceptable and it would like to proceed with Phase 2 of the Project.
- C. Owner reserves the right to modify or alter the Phase 1 Commencement Date or any Phase 2 Commencement Date in its sole discretion.
- D. In addition to all other rights and remedies granted Owner under the Contract Documents and at law, Owner reserves the right, in its sole discretion, to terminate the Project for any reason prior to accepting a Final GMP. Following such termination, and notwithstanding any other provision in the Contract Documents, Owner shall not be required to pay, and CMR shall not be entitled to receive, any of the Construction Phase portion of Contract Sum, and Contractor’s compensation under the Contract Documents shall be limited exclusively to the Preconstruction (Phase 1) portion of Contract Sum, to the extent Contractor is otherwise entitled to receive it under the Contract Documents. In the event Owner should elect to terminate for convenience, Owner may complete the Project as provided by law. This paragraph does not limit Owner’s right to terminate for convenience for any reason or no reason and does not limit Owner’s right to terminate for cause.

**San Mateo County – Project Development Unit
New South San Francisco Campus Project**

ARTICLE III - PROJECT REPRESENTATIVES

3.01. Owner's Project Manager

- A. The San Mateo County Board of Supervisors has designated Sam Lin, Assistant Director of Project Development Unit to act as Owner's Representative in all matters relating to the Contract Documents. Project Development Unit has designated Daniel Griffiths as its Project Manager for the Project.
- B. To the extent Board of Supervisors approval is not required and authorized by law, the Director of Project Development Unit or his/her designee shall have authority over various matters pertaining to the Contract Documents and shall have sole authority to modify the Contract Documents on behalf of Owner, to accept work, and to make decisions or actions binding on Owner, and shall have sole signature authority on behalf of Owner, subject however to the limits in the Public Contract Code sections 20137 and 20142, as stated in Document 00 7200, and limits supplied by law and County policies.
- C. Owner may assign all or part of the Project Manager's rights, responsibilities and duties to a Construction Manager, or other Owner Representative, or change the Project Manager, Construction Manager or other Owner Representative at any time.

3.02. CMR's Project Manager

- A. CMR has designated **JD Ahearn** as its Project Manager to act as CMR's Representative in all matters relating to the Contract Documents. CMR's Project Manager must be approved in writing by the Owner prior to execution of this Agreement.
- B. CMR may not change the identity of its Project Manager or any other Key Personnel without prior Owner written approval, which approval shall not be unreasonably withheld, provided such replacement has similar or greater experience and qualifications.

3.03. Architects/Engineers

- A. SmithGroup will furnish the Drawings and Specifications for the South San Francisco Campus Project respectively; and shall have the rights assigned to Architect(s)/Engineer(s) in the Contract Documents.

ARTICLE IV - TERMS, CONDITIONS AND SCOPE OF LIMITATIONS ON DELAY DAMAGES

4.01. Identification and Limitation on Delay Damages.

- A. Owner and CMR recognize that time is of the essence of this Contract and that both Owner and CMR (including Subcontractors) will suffer financial loss in the form of contract administration expenses (including without limitations extended General Conditions, General Requirements, Fee, lost profit, lost opportunities, consequences to bonding costs for CMR; and disruption, extended project management and consultant expenses, interest expense, and loss of revenues, damages to third parties and costs of substitute facilities for Owner) (collectively, **delay damages**), if all or any part of the Work is not completed within the times specified above, plus any extensions thereof allowed in accordance with the Contract Documents.
- B. Except as otherwise expressly provided in this Document 00 5201 (Agreement), Owner and CMR (including Subcontractors) agree that neither shall have the right to recover such defined delay damages against the other during the first six months (180 days) of any delay, other than Owner's liquidated damages for delay.

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- C. Consistent with Public Contract Code 7203, delay damages are liquidated as follows:
1. Phase 2 – South San Francisco Campus Project
 - a. Owner’s liquidated damages during the first Ninety (90) days of the delay period attributable to CMR, shall be the amount of \$1000 per day.
 - b. Following the first Ninety (90) days of delay due to any party, starting on day 91, Owner’s liquidated damages shall be **\$5,000 per day**

D. Measures of liquidated damages shall apply cumulatively.

4.02. Delays Covered. This mutual waiver and limit to liquidated damages includes delay damages resulting from delays which in turn result from ordinary, alleged breaches of contract; or errors, omissions, or alleged defects in the design; and force majeure events. Such delays include:

1. CMR failure to achieve Substantial Completion or Final Completion of any portion of the Work within the times required in the Contract Documents, plus any permitted extensions;
2. Owner’s failure to respond to any CMR inquiry, submittal or other request in a timely manner;
3. Delays caused by any expected construction interruptions, inspections, rejection of work and rework;
4. Delays caused by any differing site conditions (including hazardous waste or undisclosed Underground Facility), such as those contemplated in Document 00 7200 (General Conditions);
5. Errors or omissions amounting to ordinary negligence, including without limitation CMR negligence in performing its Pre-Construction Services, or errors or omissions in any Drawings or Specifications; and
6. Delays resulting from forces and/or causes beyond the reasonable control of Owner, CMR or any Subcontractor, including without limitation force majeure events, Acts of God, disruptions in supply and other unexpected difficulties in the progress of the Work.

4.03. Subcontractor Consent. Subcontractors must expressly agree to be bound to this Article IV, to the extent of their scope of Work. Under no circumstances may any Subcontractor make a claim against Owner for delay damages suffered by a Subcontractor. To the extent that this Document 00 5201 (Agreement) otherwise expressly entitles Subcontractors to receive delay damages, all Subcontractor claims for delay damages (i) must be prosecuted through CMR as provided in Document 00 7200 (General Conditions) and (ii) are subject to all limitations and waivers otherwise contained in this Document 00 5201 and the other Contract Documents.

4.04. Exclusions. The foregoing mutual waiver of delay damages excludes the following:

- A. Any damages arising from or relating to personal injury, death, defective work, property damage, or to the extent covered by insurance maintained by Owner, CMR or any Subcontractor.
- B. Any damages resulting from CMR’s or any Subcontractor’s failure to maintain the minimum staffing levels required to prosecute the Work with reasonable diligence, defective work or failure to remedy defective work.

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- C. Any damages resulting from any party’s gross negligence or intentional misconduct.
- D. Any delay damages otherwise payable under paragraph 4.01 above; provided that under no circumstance shall Owner, CMR or any Subcontractor be paid twice for the same delay damages.
- E. Indemnity or defense obligations under Contract Documents.
- F. Under no circumstances may this mutual waiver be construed to limit liability for any damages covered by insurance maintained by Owner, CMR or any Subcontractor, to the extent of such coverage available and recovered after exercise of reasonable efforts.

ARTICLE V - NOT USED

ARTICLE VI - CONTRACT DOCUMENTS

6.01. The Contract Documents which comprise the entire agreement between Owner and CMR concerning the Work consist of the following documents, including all changes, Addenda, and Modifications thereto as listed on Document 00 0111 Table of Contents:

Document 00 4001	Proposal Price Form
Document 00 4820	Proposer Certifications
Document 00 5201	Agreement
Document 00 5251	Pre-Construction and CMR Services
Document 00 5501-A	Notice to Proceed for Pre-Construction Services
Document 00 5501-B	Notice to Proceed for Construction
Document 00 6113.12	Construction Performance Bond
Document 00 6113.18	Construction Labor and Material Payment Bond
Document 00 6301	Guaranty
Document 00 6530	Agreement and Release of Any and All Claims
Document 00 6600	Substitution Request Form
Document 00 6801	Escrow Agreement for Security Deposit in Lieu of Retention
Document 00 7200	General Conditions
Document 00 7301	Supplementary General Conditions
Document 00 7311	Insurance and Indemnification
Document 00 7315	Naturally Occurring Asbestos [If Applicable]
Document 00 7380	Apprenticeship Program
Document 00 9111	Addenda
Specifications	Division 01 Sections identified in Document 01 0111 Table of Contents.
Specifications	Division 02 through 33 to be developed in conjunction with scope definition work as described in Document 00 5251.
Drawings	Drawings, Tables and Schedules to be completed for bidding, to be developed in conjunction with scope definition work as described in Document 00 5251

6.02. Part of the scope of CMR’s Pre-Construction Services work is to identify, clarify, and define the scope of any Permit Packages required for the Project, as described further in Document 00 5251 (Pre-Construction and CMR Services).

6.03. There are no Contract Documents other than those listed above in this Article VI. Document 00 3020 Geotechnical Data and Existing Conditions and Document 00 3124 Hazardous Materials Surveys (if included) and the information supplied through those documents, are not Contract Documents and describe conditions of construction only. The Contract Documents may only be amended, modified or supplemented as provided in Document 00 7200 General Conditions.

**San Mateo County – Project Development Unit
New South San Francisco Campus Project**

ARTICLE VII - TRADE SUBCONTRACTOR BIDDING AND BONDS; FINAL GMP

- 7.01.** After award of this Contract, CMR shall commence performing Services as outlined in Document 00 5251. No later than at the end of performance of the Services outlined in Document 00 5251, and earlier if requested by Owner, CMR shall prepare the packages for bidding or otherwise procuring separate trade subcontracts.
- 7.02.** The subcontracts shall be bid open book, with Owner having reasonable review and clarification rights regarding scope, terms and conditions, to complete the work of the Contract Documents and guard against prejudice of Owner's rights under the Contract Documents. Subcontracts and subcontractor bidding shall comply with all public contracting requirements applicable to the County of San Mateo, including without limitation, the following requirements:
- A. CMR shall provide public notice of the availability of work to be subcontracted in accordance with the publication requirements applicable to the competitive bidding process of Owner and the Subcontractor and Subletting Fair Practices Act.
 - B. CMR shall provide a fixed date and time on which the subcontracted work will be awarded.
 - C. In any contract between CMR and any trade subcontractor, or any contract between a trade subcontractor and a subcontractor thereunder, the percentage of the retention proceeds withheld may not exceed the percentage specified in the contract between Owner and CMR. If the CMR provides written notice to any trade subcontractor or subcontractor thereunder that is not a member of the CMR entity, prior to or at the time the bid is requested, that a bond may be required and the subcontractor subsequently is unable or refuses to furnish a bond to the CMR, then the CMR may withhold retention proceeds in excess of the percentage specified in the contract between Owner and CMR from any payment made by the CMR to the trade subcontractor or subcontractor thereunder.
 - D. CMR shall award subcontracts to the low, responsive and responsible trade bidder for each trade package unless an alternative delivery method, authorized under the law utilizing alternative selection criteria is approved by the County in writing.
- 7.03.** CMR's contract value will increase by the amount of each trade subcontract and authorized self-perform subtrade work, and at the completion of trade subcontract bidding, the amount of all trade subcontracts (Aggregate Trade Subcontract and Self-Perform Cost) will be utilized to establish a Final GMP. The Aggregate Trade Subcontract and Self-Perform Cost shall be administered as Cost Item 5.
- 7.04.** Subcontracts bid shall encompass a complete buy out of construction Work and the Final GMP calculated at the completion of subcontractor bidding shall be a final GMP for the entire Work of the Contract Documents. CMR shall not include duplicate scope in any Cost Item or trade subcontract and if such is discovered subsequently then CMR shall so notify Owner for calculation and implementation of the appropriate deductive change order for the value of any such duplication.
- 7.05.** As a condition to the NTP for Phase 2 and as a material term of this Contract, CMR shall provide a performance bond and a payment bond in the forms provided in the Contract Documents as Document 00 6113.12 (Construction Performance Bond) and Document 00 6113.18 (Construction Labor and Material Payment Bond). Such Bonds shall be in the penal sum of the Final GMP.

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- 7.06.** Except as otherwise provided in this Article VII or upon written consent of Owner, CMR shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing Law, California Public Contract Code § 4100 *et seq.*
- 7.07.** Owner shall retain the right in its reasonable discretion, and without additional compensation to CMR, to bid subcontracts in its name and to assign and novate such subcontracts to CMR, subject to the same terms and conditions herein as CMR-bid subcontractors.

ARTICLE VIII - MISCELLANEOUS

- 8.01.** Terms and abbreviations used in this Agreement are defined in Document 00 7200 (General Conditions) and Document 01 4200 (References and Definitions) and will have the meaning indicated therein.
- 8.02.** It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of Owner or acting as an employee, agent, or representative of Owner, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of Owner is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 8.03.** In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, CMR or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with § 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time Owner tenders final payment to CMR, without further acknowledgment by the parties.
- 8.04.** Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at Owner's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §§ 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees. CMR represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and CMR shall comply with such provisions before commencing the performance of the Work of the Contract Documents.
- 8.05.** In order to induce Owner to enter into this Agreement, CMR represents that it is duly organized, existing and in good standing under applicable state law; is licensed to perform all aspects of the Work; will employ only persons and subcontractors and designers with all required licenses and certifications; that CMR is duly qualified to conduct business in the State of California; that CMR has duly authorized the execution, delivery and performance of this Agreement, the other Contract Documents, and Work to be performed herein; and that the Contract Documents do not violate or create a default under any instrument, agreement, order, or decree binding on CMR.
- 8.06.** CMR shall not assign any portion of the Contract Documents.
- 8.07.** This Agreement and the Contract Documents shall be deemed to have been entered into in the City of Redwood City, County of San Mateo, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for the County of San Mateo.

**San Mateo County – Project Development Unit
New South San Francisco Campus Project**

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

CONSTRUCTION MANAGER AT RISK: XL Construction Corp.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the **12th** day of **September 2019**.

CONTRACTOR:

Signature: _____

Contractor's License No. 647480

Printed Name: _____

License Class: (Class) _____

Title: _____

License Expiration Date: **6/30/2020**

Address: 851 Buckeye Court, Milpitas, CA 95035

If this Agreement is signed outside of the State of California, a notarized acknowledgement is required.

COUNTY OF SAN MATEO:

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors

ATTEST:

President of the Board of Supervisors
Carole Groom

Clerk of the Board of Supervisors

**San Mateo County – Project Development Unit
New South San Francisco Campus Project**

Appendix A

**CALCULATION OF CONTRACT SUM
[See Paragraph 1.06 above]**

<u>Cost Item No.</u>	<u>Item</u>	<u>Amount (\$)</u>
1.	Pre-Construction Services	\$298,096
2.	CMR Fee	\$ _____
3.	CMR General Conditions	\$2,156,942
4.	CMR General Requirements 1 GR (Lump Sum)	GR \$155,020
5.	Full bid/award value of all trade subcontracts to be bid open book by CMR and agreed value of all authorized self-perform subtrade work*	\$ _____
6.	Contingency (3% of Direct Cost of Construction)	\$ _____
7.	Bonds, Insurance and Taxes	\$ _____
CONTRACT SUM (GMP)		\$ _____

* Subject to any Trade Subcontractor adjustments as provided in Article VII above.

END OF APPENDIX A

**San Mateo County – Project Development Unit
New County Office Building and Parking Structure Project**

Appendix B

TRADE SUBCONTRACTORS LIST

None submitted

END OF APPENDIX B

END OF DOCUMENT 00 5201

**San Mateo County – Project Development Unit
New South San Francisco Campus Project**

DOCUMENT 00 5205

ASSIGNMENT AND NOVATION AGREEMENT

THIS AGREEMENT is entered this ____ day of _____, 20__, by and among the County of San Mateo (“**Owner**”), _____ (“**CMR**”) and _____ (“**Trade Subcontractor**”).

WHEREAS, Owner and Trade Subcontractor have entered into a certain agreement for Work, [**Trade Subcontract for** _____], dated the _____ day of _____, 20__, which is incorporated herein by reference (“**Trade Subcontract**”); and

WHEREAS, prior to the making of the Trade Subcontract, Owner entered into a Construction Contract with CMR, dated the _____ day of _____, 20__, which is incorporated herein by reference; and

WHEREAS, Owner, Trade Subcontractor and CMR now desire to permit the assignment of the Trade Subcontract by Owner to CMR and the assumption by CMR of Owner’s liability, if any, to Trade Subcontractor thereunder, so as to substitute CMR for Owner and thus cause a novation of the Trade Subcontract; and

WHEREAS, the parties hereto desire to make the assignment and novation under this Agreement and the parties desire that Trade Subcontractor become a subcontractor of CMR and that Contractor and Trade Subcontractor release Owner with respect to the Trade Subcontract in accordance with the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Assignment of Trade Subcontract and Liabilities: For good and valuable consideration, the receipt of which is hereby acknowledged, stipulated and agreed, Owner hereby grants and assigns to CMR all its rights, title and interest in and to the Trade Subcontract and all liabilities, duties and obligations of Owner arising out of or relating to the Trade Subcontract. Notwithstanding any other provision of this Agreement, Owner retains all of its contractual rights under its contract with CMR concerning Trade Subcontractor’s performance under the Trade Subcontract, whether said performance occurs before or after the date of this Agreement.

2. Assumption of Assignment, Liabilities and Novation: CMR hereby promises to perform the Work of the Trade Subcontract as the Work of CMR. CMR hereby accepts the foregoing assignment, agrees to assume and perform all duties and obligations to be performed by Owner under the Trade Subcontract to the same extent as if CMR had been an original party thereto, agrees to assume all liabilities, duties and obligations of Owner arising out of or relating to the Trade Subcontract, and agrees to the fullest extent permitted by law to release, defend, indemnify and hold Owner harmless from any and all claims, demands, actions, causes of action, suits, proceedings, damages, liabilities and costs and expenses of every nature whatsoever relating to the Trade Subcontract arising out of or with respect to the performance or non-performance of Owner’s duties and obligations.

3. Consent to Assignment, Assumption and Novation: Trade Subcontractor hereby consents to the foregoing assignment by Owner to CMR of the Trade Subcontract and Owner’s liabilities, duties and obligations thereunder and to CMR’s assumption of the same, agrees to look solely to CMR for the proper performance of the Trade Subcontract, agrees to and does release Owner from any and all claims, demands, actions, causes of action, suit, proceeding, damages, liabilities and costs and expenses of every kind and nature whatsoever arising out of or relating to the Trade Subcontract and agrees that the assignment and assumption under this Agreement shall be effective as a substitution of parties and shall constitute a novation pursuant to California Civil Code section 1531 and shall be final except as provided in section 1533.

4. Owner’s Right to Terminate Assignment and Novation Agreement: Notwithstanding the parties’ New South San Francisco Campus Project Project Manual for CM at-Risk Services March 2019

Assignment and Novation Agreement –
[Insert Name] Trade Subcontract
Revision #0

San Mateo County – Project Development Unit
New South San Francisco Campus Project

desire, intent and agreement to modify the Trade Subcontract through this Assignment and Novation Agreement, should Owner, at its sole discretion, wish to cancel, void and/or terminate this Assignment and Novation Agreement at any future time, Owner may do so by providing written notice to CMR. 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 CMR shall look solely to and be bound by the original terms of the Construction Management Services Agreement and Owner and Trade Subcontractor 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 CMR Agreement shall nevertheless remain in full force and effect.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. Applicable Law and Venue: This Agreement and the Contract Documents shall be deemed to have been entered into in the City of Redwood City, County of San Mateo, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for the County of San Mateo.

13. 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.

14. 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.

**San Mateo County – Project Development Unit
New South San Francisco Campus Project**

WHEREFORE, the parties have executed this Assignment and Novation Agreement effective as of the date first set forth above:

Dated: _____

COUNTY OF SAN MATEO

By: _____
(Signature)

Dated: _____

[CMR]

By: _____
(Signature)

Dated: _____

[Trade Subcontractor]

Trade Contractor Bid Package
_____.

By: _____
President

By: _____
Secretary

Surety Consent: The undersigned payment bond surety and performance bond surety of CMR hereby consents to this Agreement and grants Trade Subcontractor and Owner all rights, benefits and privileges under its bonds issued with CMR as otherwise afforded as if Trade Subcontractor were an original subcontractor to CMR from inception. The undersigned payment bond surety and performance bond surety further agrees to increase the penal sum of each of its bonds by the amount of Trade Subcontractor's contract price as provided in the Construction Contract.

Dated: _____

[Insert CMR's Surety Name]:

By: _____

Title : _____

END OF DOCUMENT 00 5205

**San Mateo County – Project Development Unit
New South San Francisco Campus Project**

DOCUMENT 00 5251

PRE-CONSTRUCTION AND CMR SERVICES

ARTICLE I – INTRODUCTION AND SUMMARY

- 1.01.** Construction Manager at Risk (**CMR**) shall provide Owner with professional pre-construction, trade-contractor bidding, construction management and general contractor services on the Project (**Services**). This Project shall proceed in two Phases, a Pre-construction Phase (**Phase 1**) and a Construction Phase (**Phase 2**). This Document 00 5251 defines the Services for the Pre-construction Phase (Phase 1) and describes without limitation some of the Services for the Construction Phase (Phase 2).
- 1.02.** During the Pre-construction Phase, CMR performs a range of Construction Manager (CM) services described in this Document 00 5251, working collaboratively with the Owner and its representatives, Architects/Engineers and other Project team members.
- Upon completion of the Pre-Construction Phase, including procurement of trade Subcontractors, and Owner's issuance, at its sole discretion, of a Notice to Proceed with Phase 2 Services, CMR becomes the Project General Contractor (GC) during the Construction Phase.
- 1.03.** In performing Construction Manager services during the Pre-construction Phase, including without limitation preparing the Project for the Construction Phase, CMR shall assume a professional role as an experienced California construction contractor holding a California Class B contractor's license; in recommending improvements in Contract Documents to better achieve Project objectives of controlling time and cost, enhancing quality and minimizing risk. In performing such services affecting Project cost, CMR shall act in the highest good faith in making recommendations affecting cost and implementing them as Owner approves.
- 1.04.** In general, during Pre-construction Phase, CMR shall:
- A. Work diligently, proactively and cooperatively with Owner and the design team, to provide constructability review, value engineering, bidding services, scheduling, estimating, phasing plan, logistic plan, safety plan, signage plan, shutdown plan, method of procedure plan, and other services, to permit establishment of a final guaranteed maximum price (Final GMP).
 - B. Work diligently, proactively to competitively bid or otherwise procure the contracts for the trades on the Project.
 - C. Perform estimating services for each of the trade-work bid packages and for the entire Project.
 - D. Additionally, if requested by Owner, work with Owner to identify any major trade subcontracts warranting use of a process that prequalifies potential bidders, and that also may involve, if requested by Owner, contract awards based on a competitive best-value analysis.
- 1.05.** Pre-construction Phase will conclude upon fixing the Final GMP for execution of a change order (Appendix A to Agreement) documenting same and issuance of Notice to Proceed for Construction for the Work. Because of Contractor's Pre-construction Services, there will be a limited change-order right for "preventable" costs that could have been avoided by proper performance of the CMR's Pre-construction Phase services as set forth in more detail in Document 00 5201 (Agreement). CMR shall be at risk for preventable costs above the Contingency.

ARTICLE II – PHASE 1 SERVICES: SCOPE DEFINITION

- 2.01.** Refer to Document 01 1001, Paragraph 1.02 for Project Description and Scope.
- 2.02.** CMR will conduct Scope Definition and Clarification Workshops with Project Manager, Estimator, MEP Coordinator, Subcontractors, Architects and design teams, and Owner representatives, in order to verify

San Mateo County – Project Development Unit New South San Francisco Campus Project

the scope identified by Owner, and to identify, isolate, and segregate the required scope for each individual subcontractor bid package required to execute the intended Project.

ARTICLE III – PHASE 1 SERVICES: PROJECT MANAGEMENT PLAN

- 3.01.** During Pre-construction Phase, CMR shall gather information and develop a project management plan. Meet with Owner and its Project Teams including Owner representatives, and Architects/Engineers to identify information, goals and constraints. Develop a Project strategy and proposed project management plan to meet the project goals, working around constraints. Review the proposed plan with the Owner and its representatives and based on their feedback, finalize the plan.
- 3.02.** The Project Management Plan shall include, at a minimum, the following elements:
- A. CPM Progress Schedule to include Trade Subcontractor Bidding/Procurement (including reasonable allowances for bid protests), important Owner milestones, timing for Pre-construction Phase and Construction Phase, other contracts to be incorporated into the Project, and other Project-related items as requested by Owner. CMR shall provide initial Master Schedule to Owner within Thirty (30) days of Pre-construction Phase commencement.
 - B. CMR Staffing Plan. CMR will provide for itself a Staffing Plan applicable to both Pre-construction Phase and Construction Phase, as provided in Document 00 4514 (Proposed Project Plan, Proposed Staffing Plan, and Proposed Safety Plan).
 - C. Additional Consultants or Information Required. CMR shall provide input and make recommendations to Owner for the engagement of other consultants or securing of additional information by Owner as required for efficient and successful completion of the Project. If requested, CMR shall engage such consultants or secure such data on behalf of Owner following Owner procedures; and shall support Owner in negotiating fees and preparing and processing agreements as required. These consultants, upon approval by Owner, may be retained by Owner or CMR by amendment to the Agreement.
 - D. Public Relations Activities. CMR will assist Owner in all public relations including, but not limited to, preparation of Project information and administering internal and public meetings as required, including site meetings and meetings with City, government, and regulatory agencies. Designated Owner representatives shall be the point of public contact during all phases of Work in regards to any complaints, questions, safety issues, noise problems, dust problems, and such except for such specific areas Owner representative delegates to CMR.
 - E. Regulatory Approvals. CMR will assist Owner in preparing, monitoring and processing all regulatory approvals required for Project development and construction, including without limitation, South San Francisco, San Mateo County, City and County Fire Marshals, Fire and Life Safety Officer, and any other Authorities Having Jurisdiction.
 - F. Mobilization Plan. CMR will prepare, and with Owner's approval implement, the Project mobilization plan, including acquisition and installation of all required trailers and other on-Site facilities.

ARTICLE IV – PHASE 1 SERVICES: PROJECT REPORTING AND MEETINGS

- 4.01.** CMR shall organize and attend regular meetings, regularly scheduled, special meetings and all meetings required by Document 01 3100 and provide input.
- 4.02.** CMR shall report to and receive instructions from Owner. CMR shall keep Owner's responsible Project personnel, as designated from time to time, advised and informed on Project status and issues. CMR shall immediately report to Owner any conflicting instructions received from Owner representatives. All CMR field personnel assigned to the Project shall have cellular telephones sufficient to permit 24 hour a day access for response to emergency situations that may arise.

ARTICLE V – PHASE 1 SERVICES: REVIEW DRAWINGS AND SPECIFICATIONS AND SITE CONDITIONS

- 5.01.** During Pre-construction Phase, CMR shall provide technical assistance and advice in reviewing the Project Drawings and Specifications for constructability and coordination. The review process will include a site verification to see that existing conditions are correctly addressed in the Drawings and

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Specifications. The constructability review shall evaluate actual obstructions or difficulties building the designs as shown, design coordination, dimensions, interferences, conflicts, code compliance, any coordination issues apparent, and also design details or requirements that, in CMR's opinion, are unnecessarily costly or subject to achievement in different, better and/or less expensive ways. The review will also evaluate whether alternate materials, methods or systems should be considered and will aim to eliminate or minimize interferences, conflicts, unnecessary expense and potential omission or overlap of work between trades and avoid the need for clarifications or changes during Construction Phase, to improve the function of the Project and to save time and cost. CMR shall provide a written list of suggested improvements to Drawings and Specifications to Project team and monitor later documents to see that agreed on changes are incorporated into the Drawings and Specifications before trade bidding. Finally, CMR shall verify completeness of all Construction Documents and ensure that Subcontractor bid packages include a complete scope of the entire Work of Project and without scope duplication.

- 5.02.** CMR's constructability review regarding code requirements shall extend to matters of constructability that are within the scope and experience of an experienced California construction contractor holding a California Class B contractor's license; it shall not extend to matters solely within the expertise of a licensed design professional.
- 5.03.** Also during Pre-construction Phase, CMR shall conduct a comprehensive review of Project site conditions and contiguous site conditions, sufficient to successfully perform all aspects of the Work, including, without limitation:
- A. Site logistics, site access restrictions or requirements, traffic, noise restrictions, hourly work restrictions, requirements of public and/or private Authorities Having Jurisdiction, and any other restriction or consideration that may affect Contractor's Work.
 - B. Existing conditions information provided by Owner including, but not limited to, review and study of all available as-built information, geotechnical reports, engineering studies, previous contracts, measurements, surveys, documents and materials described and/or provided in Document 00 3020, and any other item required by Document 00 5201 (Agreement) Article VI.
 - C. Correlating its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents. CMR will give Project Manager prompt written notice of all conflicts, errors, ambiguities or discrepancies that it has discovered in or among the Contract Documents and as-built and actual conditions, and notify Project Manager of any written resolution thereof by Project Manager which is not acceptable to CMR.
 - D. Any other investigations deemed necessary by CMR to fully acquaint itself with existing conditions for purposes of Work.
 - E. Based on the foregoing, CMR shall recommend any further site investigations (e.g. subsurface soundings or potholing), make written recommendations to address all observable site conditions, and advise Owner of methods of Trade Subcontractor bidding to address unique site conditions such as unclear or indefinite scope that pose a risk of added change order costs. These could include, without limitation, an estimated quantity for indefinite work scope (e.g. unusable soil removal) that Trade Subcontractors are to include in their bids at unit price rates, with final cost to be based on the actual quantity at the unit rate bid. Such recommendations should minimize the incentive for Trade Subcontracts to bid anticipating open ended add change orders for indefinite quantity work.
 - F. CMR shall also indicate any additional information it requires in assessing existing conditions. Owner and CMR shall work collaboratively to secure any further, additional information which CMR reasonably requires.
- 5.04.** CMR shall collaborate with Owner on sequencing of construction, phasing, means and methods, duration of construction of various building methods and provide recommendations on expediting the construction schedule.

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- 5.05. CMR shall review the Project Drawings and Specifications for value engineering opportunities to save cost or time. Value engineering means the least cost way to achieve an intended function in the project design. During the review of Drawings and Specifications, CMR shall list suggestions for cost savings or value engineering. CMR shall discuss these with the Project team, reach agreement on those to be adopted and see that they are incorporated in later development of Drawings and Specifications.
- 5.06. CMR shall evaluate and advise Owner regarding opportunities to improve Project maintainability and sustainability and reduce lifecycle costs and energy use throughout the expected Project life.
- 5.07. CMR shall suggest ways to bring Subcontractors not yet procured into the Pre-construction Phase including their participation in constructability reviews within their respective scopes of work, subject to compliance with Public Contract Code, management and coordination by CMR. Such recommendations may include early bidding of specific trades and shall address Owner's legal competitive bidding requirements and need to minimize the risk of making financial commitments commensurate with a reasonable level of cost certainty.
- 5.08. Owner may or may not approve any changes to Contract Documents proposed by CMR in connection with its constructability review, value engineering or life-cycle cost analysis, in its sole discretion.
- 5.09. For any of the foregoing changes which are not incorporated into the Drawings and Specifications, CMR shall notify the Project team in writing and take appropriate actions to resolve any comments the CMR believes should be incorporated or otherwise addressed.
- 5.10. CMR shall incorporate cost estimate and other information described in Article VII below in Services performed under this Article V.

ARTICLE VI – BUILDING INFORMATION MODELING (BIM)

See Document 01 3120 Building Information Modeling (BIM) and Coordination Drawings

ARTICLE VII – COST ESTIMATES AND BREAKDOWN

- 7.01. Promptly following issuance of the Notice to Proceed for Pre-Construction, CMR shall provide a detailed Project cost breakdown, including (i) estimated cost of construction by all Trade Subcontractors, both in the aggregate and for each anticipated Trade Subcontract separately, (ii) estimated cost of construction through CMR entity self-performance, if authorized by Owner, and (iii) all other CMR Cost Items, for the purpose of establishing whether Project cost, including all elements of the anticipated Contract Sum (see Document 00 5201 Agreement), is within the Project Construction Budget (hard cost). CMR shall completely update the cost estimate and breakdown at least at 100% SD, 100% DD and 80% CD completion of its Phase 1 Services. In the event additional cost estimates are reasonably required in order to ensure the Project meets its budget, CMR shall provide these on an ongoing basis as required by Owner.
- 7.02. CMR shall conduct market survey and research to test the accuracy of its estimates. CMR acknowledges Owner's special termination for convenience rights if estimates exceed Owner's approved budgets.
- 7.03. During Pre-construction Phase, CMR shall continuously review and revise its estimates and breakdown in light of the above market and survey information, the results of constructability and value engineering Services under Article V, and all other reasonably available information. CMR shall continue such efforts during Construction Phase, including at each major project milestone through construction completion.

ARTICLE VIII – PHASE 1 SERVICES: SCHEDULING, PHASING AND WORK SEQUENCING

- 8.01. In addition to CMR's other scheduling obligations under Contract Documents (e.g., Document 01 3200 Construction Progress Documentation), CMR shall work with Owner's Project team to create a schedule and plan to address timing and coordination of different phases of construction, potential early release of certain Trade Subcontractor packages, CMR Work and storage areas, traffic control, access, parking, utility outages, delivery and (if applicable) installation of furniture, fixtures and equipment by separate

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Owner contractors and vendors, and other elements. CMR shall submit the schedule and plan for Owner approval.

- 8.02.** Permits and Approvals. CMR shall work with Owner to secure all necessary permits and approvals and provide Verification and Assistance as required:
1. Information. CMR shall provide necessary information to Authorities Having Jurisdiction and other regulatory/permitting agencies as Owner may request and/or may be required.
 2. Permits. CMR shall perform necessary research, investigations and inquiry to determine and verify that Owner, CMR, and any other Project participants have applied for and secured all building permits, special permits, and approvals necessary for CMR to perform its Work.
 3. Statutory Approvals. CMR shall assist in obtaining statutory approvals or local approvals, for example, South San Francisco, County of San Mateo, City and Cal Fire, Fire and Life Safety Officer, and any other Authorities Having Jurisdiction.
 4. Construction Phase Staffing. All CMR Construction Phase staff shall be mobilized and assigned to the Project in accordance with the Construction Staffing Plan approved by Owner during Pre-construction Phase.

ARTICLE IX – PHASE 1 SERVICES: BID PACKAGING AND BID MANAGEMENT

- 9.01.** CMR shall develop a strategy for packaging the Project's construction Work into separate bid/procurement packages for each Trade Subcontract in full compliance with the Contract Documents and all applicable laws, including without limitation the Subcontractor Listing Law and other applicable portions of the Public Contract Code.
- 9.02.** Following Owner approval, at the appropriate time, CMR shall then carry out this packaging, working with the Architects/Engineers to compile the necessary Drawings and Specifications to receive separate bids for all elements of the Work while retaining a fully coordinated Project.
- 9.03.** CMR shall solicit interest from potential Trade Subcontractor bidders before and after developing the bid packaging. CMR shall incorporate this market feedback into the bid packaging strategy and estimates in Article VII above. CMR shall also take the necessary procedures to administer or assist Owner in administering any prequalification of potential Trade Subcontractors as directed by Owner. CMR shall make recommendations for actions designed to minimize adverse effects of labor shortages. CMR shall continue to solicit interest from qualified Trade Subcontractors.
- 9.04.** CMR shall arrange for advertising of all Trade Subcontractor bid packages. Without limiting the foregoing, if and to the extent requested by Owner, CMR shall:
- A. Prepare bidding documents, agreement, and other contract documents for each Trade Subcontract, based on Owner-provided forms to the extent requested, consistent with Contract Documents, Project schedule, and legal requirements. No such item shall be a Contract Document for this CMR-Owner Contract, nor shall any such item limit or excuse any obligation contained in the CMR Contract Documents, including without limitation the obligations of this paragraph. Any changes to any Owner-provided form which would have any effect before assignment and novation of the applicable Trade Subcontract to CMR are subject to Owner's approval in its sole discretion. However, no Owner-provided form, Owner-requested changes or Owner approval shall in any way diminish CMR's obligations under the Contract Documents.
 - B. Prepare complete contract documents for each Trade Subcontract, which, in addition to the items identified in paragraph A above, include a flow-down of all items required by CMR's Contract Documents to the extent of the Trade Contractor's scope of work.
 - C. The scope of the Contract Documents for each Trade Subcontractor shall be the same as the scope for the bid packages as identified and agreed upon in Scope Definition and Clarification Workshops. CMR shall notify Owner in writing and prior to any bidding of any changes, revisions, or deletions to Trade Subcontractor bid packages from the scope agreed upon in the Scope Definition and Clarification Workshops, and of any constructability issues discovered subsequent to the Scope Definition and Clarification Workshops. All such changes in scope identified prior to bidding and approved by Owner shall be included in the Trade Subcontractor bid packages. All other changes

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in scope shall be cost reimbursable but all other expenses, general conditions, general requirements or mark-up will be deducted from CMR's contingency.

- 9.05.** CMR shall arrange for advertising of all Trade Subcontractor bid packages in compliance with the Subcontractor Listing Law and otherwise applicable public contracting laws, conduct pre-bid conferences and receive and award Trade Subcontractor bids. Without limiting the foregoing, CMR shall:
- A. Distribute bidding and contract documents to prospective bidders;
 - B. Organize and attend pre-bid meetings and site visits, and respond to bidder inquiries;
 - C. Prepare addenda and distribute them to bidders;
 - D. Compile bids (taking into account any Owner-specified bid preferences) and prepare recommendations for award;
 - E. Prepare and distribute Notices of Intent to Award and Notices of Award after owner concurrence;
 - F. Prepare final Contract Documents and transmittals for Trade Subcontractor and Owner execution;
 - G. Prepare and distribute Notices to Proceed.
- 9.06.** CMR shall conduct its Pre-construction Phase Services to facilitate the uninterrupted bidding of the trade subcontracts necessary for the Project. CMR will develop and expedite bidding procedures for bid document issuance, bid tracking, and receipt of bids with regard to each of the subcontracts.
- 9.07.** CMR shall be fully responsible for flowing down (i) to each Trade Subcontractor all terms, conditions and requirements of CMR's Contract Documents which are applicable to the Trade Subcontractor's portion of the Project, and (ii) to all Trade Subcontractors collectively all Work of CMR's Contract Documents, excluding only the scope of CMR's specific Cost Items 1, 2, 3 and 4. These flow-down items include, without limitation:
- A. Insurance and bonding requirements.
 - B. Indemnity, defense and hold harmless requirements.
 - C. Warranties and guarantees relating to the Work.
 - D. Consequences of delay and defective work.
 - E. All labor, small and local business, apprenticeship requirements, including without limitations all requirements relating to prevailing wages and any project labor agreement.
 - F. The Project will be expected to achieve a minimum of LEED certification and Zero Net Energy (ZNE) per the County of San Mateo Municipal Green Building Policy dated December 5, 2017.
 - G. Teamwork and collaboration requirements.
 - H. All applicable regulatory agency compliance.

ARTICLE X – NOT USED.

ARTICLE XI – PHASE 2 SERVICES: DELINEATION OF CMR'S PHASE 2 CONSTRUCTION RESPONSIBILITIES

- 11.01.** Following the award of the Trade Subcontracts and issuance of a Notice to Proceed with Phase 2 by the Owner, a Final Guaranteed Maximum Price (GMP) shall be established and CMR shall become a general contractor for the scope of work under the Contract, responsible for construction and quality control, as well as project management services. CMR shall issue a written notice to Owner five (5) business days prior to the start of construction for each Trade Subcontractor package. CMR shall require Trade Subcontractors to comply with all applicable provisions of the Contract Documents, and strictly enforce the prime contract terms incorporated into each Trade Subcontract, including, but not limited to, cost record terms, and claims notice and documentation terms.

CMR shall provide construction administration and management services to construct the Project in an efficient and cost-effective fashion consistent with the best interests of County of San Mateo to deliver the Project on time and on budget. During the Construction Phase, CMR shall perform the following:

- A. Establish and implement an effective proven quality control program throughout construction to oversee and assure the quality performance of work.

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- B. Work in coordination with the Architects, Owner, Inspector of Record and all applicable Authorities Having Jurisdiction (AHJ) including but are not limited to the County of San Mateo Building and Planning department, City of South San Francisco, State and City of South San Francisco Fire Marshals, County of San Mateo Environmental Health Department, etc. for all required inspections and approvals.
- C. Oversee the construction of the Project and manage/submit required records to comply with all Project requirements including, but not limited to, applicable statutory permits, LEED certification, Zero Net Energy per the County of San Mateo Municipal Green Building Policy, etc.
- D. Coordinate and address trade subcontractors' Requests for Information (RFIs) with the Architects. RFIs shall be tracked through the field office by the CMR. Architects shall be responsible for technical interpretations and clarifications of the Contract Documents. CMR shall be responsible for managing the clarification and interpretation process.
- E. Provide direct supervision, coordination, scheduling and problem resolution for trade subcontractors. Monitor that the trade subcontractors are maintaining as-built drawings regularly. Coordinate the construction schedule with the subcontractors and vendors to ensure that any Owner provided items are installed at the appropriate time to minimize damage to previously installed work and to coordinate with space availability. CMR shall work with the County's direct vendors to coordinate their work.
- F. Assist County Project Manager in reporting construction progress to the Board of Supervisors and Senior Management of County of San Mateo at regular intervals throughout the Project. The CMR shall prepare occasional presentations to other organizations as requested by the County Project Manager regarding construction issues of special importance.

END OF DOCUMENT 00 5251

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DOCUMENT 00 5501-A

NOTICE TO PROCEED FOR PRE-CONSTRUCTION (PHASE 1)

Dated: _____, 20__

To: _____
(Name of CMR)

Address: _____

CONTRACT FOR: NEW SOUTH SAN FRANCISCO CAMPUS PROJECT

You are notified that Contract Time for pre-construction phase services under the above Contract will commence to run on _____ [20__]. On that date, you are to start performing your pre-construction phase services obligations under the Contract Documents. In accordance with Article II of Document 00 5201 (Agreement), the date of Completion of the pre-construction phase services is _____, [20__].

Before you may start any of the pre-construction phase services, you must:

1. _____
2. _____
3. _____

COUNTY OF SAN MATEO

By : _____

Its: _____

Date: _____

END OF DOCUMENT 00 5501-A

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DOCUMENT 00 5501-B

NOTICE TO PROCEED FOR CONSTRUCTION (PHASE 2)

Dated: _____, 20__

To: _____
(Name of CMR)

Address: _____

CONTRACT FOR: NEW SOUTH SAN FRANCISCO CAMPUS PROJECT

You are notified that the Contract Time for construction phase services and work under the above Contract will commence to run on _____ [20__]. On that date, you are to start performing your construction obligations under the Contract Documents. In accordance with Article II of Document 00 5201 (Agreement), the dates of Substantial Completion and Final Completion for the entire Work are _____, [20__] and _____, [20__], respectively.

Before you may start any Work at the Site, you must:

1. Submit one (1) original of Document 00 6113.12 (Construction Performance Bond), executed by you and your surety.
2. Submit one (1) original of Document 00 6113.18 (Construction Labor and Material Payment Bond), executed by you and your surety.
3. Submit certified Safety Program and related information
4. Submit copies of applicable permits
5. **[Other]**

COUNTY OF SAN MATEO

By : _____

Its: _____

Date: _____

END OF DOCUMENT 00 5501-B

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DOCUMENT 00 6113.12

CONSTRUCTION PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

- 1.01** THAT WHEREAS, the COUNTY OF SAN MATEO (**Owner**), a political subdivision of the State of California, has awarded to (**Name of CMR**) _____ as Principal Contract Number _____ dated the ____ day of _____, 20____ (the **Contract**) for the **NEW SOUTH SAN FRANCISCO CAMPUS PROJECT Center** located in **South San Francisco, California**.
- 1.02** AND WHEREAS, Principal is required to furnish a bond in connection with the Contract, guaranteeing the faithful performance thereof;
- 1.03** NOW, THEREFORE, we, the undersigned Principal and (**Name of Surety**) _____ as Surety are held and firmly bound unto Owner in the sum of **[Insert "Total Proposal Price" identified in CMR's Proposal; subject to further revision as Trade Subcontracts are bid out, or otherwise procured, and assigned and novated to CMR per Contract Documents (e.g., Documents 00 5201 Agreement and 00 5205 Assignment and Novation Agreement)]** to be paid to Owner or its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
- 1.04** THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, shall promptly and faithfully perform the covenants, conditions, and agreements of the Contract during the original term and any extensions thereof as may be granted by Owner, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless Owner as stipulated in the Contract, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.
- 1.05** No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, or work or actions by Owner to mitigate the damages resulting from any breach in performance by Contractor, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.
- 1.06** Whenever Principal shall be and declared by Owner in default under the Contract, Surety shall promptly remedy the default, or shall promptly, and in no event later than thirty (30) days from notice:
- A. Undertake through its agents or independent Contractors (but having qualifications and experience reasonably acceptable to Owner), to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, indemnities, and the payment of liquidated damages; or
 - B. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and, upon determination by Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of Principal under the Contract, including, without limitation, all

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obligations with respect to warranties, guarantees, and the payment of liquidated damages; but, in any event, Surety's total obligations hereunder shall not exceed the amount set forth in the third paragraph hereof. The term "balance of the Contract Sum," as used in this paragraph, shall mean the total amount payable by Owner to the Principal under the Contract and any amendments thereto, less the amount paid by Owner to Principal.

- 1.07** Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the others.
- 1.08** Surety may not use Contractor to complete the Contract absent Owner's Consent. Owner shall have the right in its sole discretion to continue the work of the Contract, as necessary following a default and/or termination, as necessary to prevent risks of personal injury, property damage or delay to the Project.
- 1.09** No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or its successors or assigns.
- 1.10** Surety shall join in any proceedings brought under the Contract upon Owner's demand, and shall be bound by any judgment.
- 1.11** Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 20____.

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ (Corp. Seal)

Company: _____ (Corp. Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Address: _____

Address: _____

END OF DOCUMENT 00 6113.12

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DOCUMENT 00 6113.18

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

- 1.01** THAT WHEREAS, the COUNTY OF SAN MATEO (**Owner**), a political subdivision of the State of California, has awarded to (**Name of CMR**) _____ as Principal Contract Number _____ dated the ____ day of _____, 20____ (the **Contract**) for the **NEW SOUTH SAN FRANCISCO CAMPUS PROJECT** located in **South San Francisco**, California.
- 1.02** AND WHEREAS, Principal is required to furnish a bond in connection with the Contract to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;
- 1.03** NOW, THEREFORE, we, the undersigned Principal and (Name of Surety) _____, as Surety, are held and firmly bound unto Owner in the sum of **[Insert 100% of the “Total Bid Price” identified in CMR’s Bid; subject to further revision as Trade Subcontracts are bid out and assigned and novated to CMR per Contract Documents (e.g., Documents 00 5201 Agreement and 00 5205 Assignment and Novation Agreement)]** for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
- 1.04** THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its executors, administrators, successors, or assigns approved by Owner, or its subcontractors shall fail to pay any of the persons named in California Civil Code § 3181, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys’ fees, otherwise the above obligation shall become and be null and void.
- 1.05** This bond shall inure to the benefit of any of the persons named in California Civil Code § 3181, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic’s Lien Law.
- 1.06** Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder.
- 1.07** Surety’s obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with Contract; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner’s rights against the other.
- 1.08** Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

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IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 20__.

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____
(Corp. Seal)

Company: _____
(Corp. Seal)

Name

Name

Title

Title

Address: _____

Address: _____

END OF DOCUMENT 00 6113.18

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DOCUMENT 00 6301

GUARANTY

TO: The COUNTY OF SAN MATEO (**Owner**), for construction of the **NEW SOUTH SAN FRANCISCO CAMPUS PROJECT** located in **South San Francisco, San Mateo County**, California.

The undersigned guarantees all construction performed on this Project and also guarantees all material and equipment incorporated therein.

Contractor hereby grants to Owner for a period of one (1) year following the date of Final Acceptance of the Work completed, or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work.

Neither final payment nor use nor occupancy of the Work performed by the Contractor shall constitute an acceptance of Work not done in accordance with this Guaranty or relieve Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting therefrom, which shall appear within one (1) year, or longer if specified, from the date of Final Acceptance of the Work completed.

If within one (1) year after the date of Final Acceptance of the Work completed, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be Defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, correct such Defective Work. Contractor shall remove any Defective Work rejected by Owner and replace it with Work that is not Defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom.

If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the Defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement.

Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, Owner shall have all rights and remedies granted by law.

Inspection of the Work shall not relieve Contractor of any of its obligations under the Contract Documents. Even though equipment, materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Contractor shall, at its own expense, replace or repair any such equipment, material, or Work found to be Defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guaranty period.

All abbreviations and definitions of terms used in this Agreement shall have the meanings set forth in the Contract Documents.

The foregoing Guaranty is in addition to any other warranties of Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and at law with respect to Contractor's duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Guaranty and any warranty or obligation of the Contractor under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor.

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Date: _____, 20__

CMR's name

By: _____
Signature

Print Name

Title

Street Address

City, State, Zip code

END OF DOCUMENT 00 6301

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DOCUMENT 00 6530

**AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS
[Public Contract Code § 7100]**

THIS AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS (**Agreement and Release**), made and entered into this [date] day of [Month], [20], by and between the County of San Mateo (**Owner**), and [Name of Contractor] (**Contractor**), whose place of business is at [Address of Contractor].

RECITALS

- A. Owner and Contractor entered into a Contract for construction of Owner's **NEW SOUTH SAN FRANCISCO CAMPUS PROJECT** located in **South San Francisco**, San Mateo County, California (**Contract**).
- B. The Work under the Contract has been completed.

AGREEMENT

NOW THEREFORE, it is mutually agreed between Owner and Contractor as follows:

- 1. Contractor will not be assessed liquidated damages except as detailed below:

Original Contract Sum	\$ _____
Modified Contract Sum	\$ _____
Payment to Date	\$ _____
Liquidated Damages	\$ _____
Payment Due Contractor	\$ _____

- 2. Subject to the provisions of this Agreement and Release, Owner will forthwith pay to Contractor the sum of [_____] Dollars and [_____] Cents (\$ _____) under the Contract, less any amounts withheld under the Contract or represented by any Notice to Withhold Funds on file with Owner as of the date of such payment.
- 3. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against Owner arising from the Contract, except for the claims described in paragraph 4 of this Document 00 6530. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against Owner, and all if its agents, employees, consultants, inspectors, representatives, assignees and transferees, except for the Claims set forth in Paragraph 4 of this Document 00 6530. Nothing in this Agreement and Release shall limit or modify Contractor's continuing obligations described in Paragraph 6 of this Document 00 6530.
- 4. The following claims submitted under Document 00 7200 (General Conditions), Article XII, are disputed (hereinafter, the **Claims**) and are specifically excluded from the operation of this Agreement and Release.

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[Insert information in Chart below, affix attachment if necessary]

CLAIM NO.	DATE SUBMITTED	DESCRIPTION OF CLAIM	AMOUNT OF CLAIM

5. Consistent with California Public Contract Code § 7100, Contractor hereby agrees that, in consideration of the payment set forth in Paragraph 2 of this Document 00 6530, Contractor hereby releases and forever discharges Owner, and all of its agents, employees, consultants, inspectors, assignees and transferees from any and all liability, claims, demands, actions or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract.
6. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.
7. Contractor shall immediately defend, indemnify and hold harmless Owner, any of the Owner's Representatives, Project Manager, and all of their agents, employees, consultants, inspectors, assignees and transferees, from any and all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities that may be asserted against them by any of Contractor's suppliers and/or Subcontractors of any tier and/or any suppliers to them for any and all labor, materials, supplies and equipment used, or contemplated to be used in the performance of the Contract, except for the Claims set forth in Paragraph 4 of this Document 00 6530.
8. Contractor hereby waives the provisions of California Civil Code section 1542, which provide as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.
9. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable, and if any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal or other law, ruling, or regulation, then such provision, or part thereof shall remain in force and effect only to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.
10. Contractor represents and warrants that it is the true and lawful owner of all claims and other matters released pursuant to this Agreement and Release, and that it has full right, title and authority to enter into this instrument. Each party represents and warrants that it has been represented by counsel of its own choosing in connection with this Agreement and Release.

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11. All rights of Owner shall survive completion of the Work or termination of the Contract, and execution of this Agreement and Release.

***** CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING *****

OWNER

By: _____
Signature

Name: _____
Print

Its: _____
Title

ATTEST:

Secretary

Print

[CONTRACTOR]

By: _____
Signature

Name: _____
Print

Its: _____
Title

**San Mateo County – Project Development Unit
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[CONTRACTOR]

By: _____
Signature

Name: _____
Print

Its: _____
Title

REVIEWED AS TO FORM:

Dated: _____, [201__]

Counsel for Owner

Name: _____
Print

END OF DOCUMENT 00 6530

**San Mateo County – Project Development Unit
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DOCUMENT 00 6600

SUBSTITUTION REQUEST FORM (FOR PROPOSAL)

To: **County of San Mateo, Owner**

PROJECT: NEW SOUTH SAN FRANCISCO CAMPUS PROJECT	Contractor/CMR:
--	------------------------

Substitution Request By:	Firm:
--------------------------	-------

Transmittal Record	Attn:	Firm:	Date Sent:	Date Rec'd:	Date Due:
Contractor/CMR to Owner					
Contractor/CMR to Architect					
Owner / Architect to Consultant					
Architect to Owner Representative					
Owner Representative to Contractor/CMR					

We hereby submit for your consideration the following product instead of the specified item for the Project:

Section / Drawing	Article	Specified Item
Proposed Substitution:		

We have (a) attached manufacturer's literature, including complete technical data and laboratory test results, if applicable, (b) attached an explanation of why proposed substitution is a true equivalent to specified item, (c) included complete information on changes to Contract Documents that the proposed substitution will require for its proper installation, and (d) filled in the blanks below:

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Contractor/CMR to complete questions that follow and certify to the accuracy of all answers:

A.	Does the substitution affect dimensions shown on Drawings? Yes ___ / No ___. If Yes, please explain proposed mitigation and why substitution is equivalent to originally specified item:
B.	Will the undersigned pay for changes to the building design, including engineering and detailing costs caused by the requested substitution? Yes ___ / No ___. If No, please state reasons explain why substitution is equivalent to originally specified item:
C.	What effect does the substitution have on other trades? No effect: ___ / Some effect ___. If substitution will affect other trades, please explain the effect and why substitution is equivalent to originally specified item:
D.	Will substitution cause change to Project Schedule, or to critical delivery dates? Add time ___ Shorten time ___ No time change ___. If the substitution will add to schedule dates or affect critical activities, please explain why substitution is equivalent to originally specified item:
E.	Please describe differences between proposed substitution and specified item? Please explain and identify any and all differences, and please explain why substitution is equivalent to originally specified item:
F.	What is the Cost Differential to Contractor/CMR in original specified item and proposed substitution including all mark-ups? [If substitution requested during bid period, skip this question.]

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G.	Are Manufacturer's guarantees for the proposed item the same as for item specified? Yes ____; No _____. If No, please explain why substitution is equivalent to originally specified item:
H.	Will Contractor/CMR accepts full responsibility for delays caused by redesign of other items of the Work necessitated by substitution? Yes ___ / No ___. If No, please state reasons and explain why substitution is equivalent to originally specified item:
I.	Will Contractor/CMR states that the function, appearance and quality are equivalent or superior to the specified item? Yes ___ / No ___. If No, please explain why substitution is equivalent to originally specified item:

We certify that the function, appearance, and quality of the proposed substitution are equivalent or superior to those of the specified item, except as we may specifically state otherwise in this request.

Submitted by: _____ Signature: _____

Firm: _____ Date: _____

Address: _____ Phone/ Fax: _____

Remarks: _____

<p>Consultant Response:</p> <p><input type="radio"/> Accepted</p> <p><input type="radio"/> Not Accepted</p> <p><input type="radio"/> Accepted As Noted</p> <p><input type="radio"/> Received Too Late</p>	<p>Owner Representative Response:</p> <p><input type="radio"/> Accepted</p> <p><input type="radio"/> Not Accepted</p> <p><input type="radio"/> Accepted As Noted</p> <p><input type="radio"/> Received Too Late</p>
Remarks: _____	Remarks: _____
By: _____	By: _____

END OF DOCUMENT 00 6600

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DOCUMENT 00 6801

ESCROW AGREEMENT FOR SECURITY DEPOSIT IN LIEU OF RETENTION

California Public Contract Code § 22300

THIS ESCROW AGREEMENT (**Escrow Agreement**) is made and entered into this ____ day of _____, 201__, by and between **The County of San Mateo (Owner)**, whose address is 1402 Maple Street, Redwood City, California, (**Name of Contractor**) _____ (**Contractor**), whose place of business is located at (**Contractor's Address**) _____, and [] Owner, as escrow agent **OR** [] (**Name of Bank**) _____, a state or federally chartered bank in the State of California, whose place of business is located at _____ (**Escrow Agent**).

For the consideration hereinafter set forth, Owner, Contractor and Escrow Agent agree as follows:

1. Pursuant to California Public Contract Code § 22300, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Contract entered into between Owner and Contractor for the **NEW SOUTH SAN FRANCISCO CAMPUS PROJECT** located in **South San Francisco, San Mateo County, California**, in the amount of \$_____ dated _____, 20__ (the **Contract**). Alternatively, on written request of Contractor, Owner shall make payments of the retention earnings directly to Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, Escrow Agent shall notify Owner within ten Days of the deposit. The market value of the securities at the time of substitution shall be at least equal to the cash amount then required to be withheld as retention under terms of Contract between Owner and Contractor. Securities shall be held in name of _____, and shall designate Contractor as the beneficial owner.
2. Owner shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in form and amount specified in paragraph 1 of this Document 00 6801.
3. When Owner makes payment(s) of retention earned directly to Escrow Agent, Escrow Agent shall hold said payment(s) for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when Owner pays Escrow Agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of Owner. Such expenses and payment terms shall be determined by Owner, Contractor, and Escrow Agent.
5. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to Owner.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from Owner to Escrow Agent that Owner consents to withdrawal of amount sought to be withdrawn by Contractor.
7. Owner shall have the right to draw upon the securities in event of default by Contractor. Upon seven Days written notice to Escrow Agent from Owner of the default, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by Owner.

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DOCUMENT 00 7200

GENERAL CONDITIONS

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DOCUMENT 00 7200

GENERAL CONDITIONS

ARTICLE I – INTERPRETATION OF CONTRACT

1.01. Defined Terms

- A. All abbreviations and definitions of terms used and not otherwise defined in this Document 00 7200 are set forth in Document 01 4200 References and Definitions. This Document 00 7200 subdivides at first level into Articles, and then into paragraphs, then into subparagraphs.

1.02. Contract Documents

- A. Contract Documents are complementary; what is called for by one is as binding as if called for by all. Contract Documents shall not be construed to create a contractual relationship of any kind between (1) Architects/Engineers or any Owner Representative and Contractor; (2) Owner and/or its representatives and (except as provided in Article XIII below) a Subcontractor, sub-Subcontractor, or supplier of any Project labor, materials, or equipment; or (3) between any persons or entities other than Owner and Contractor.

1.03. Precedence Of Documents

- A. In the case of discrepancy or ambiguity in the Contract Documents, the following order of precedence shall prevail:
1. Modifications in inverse chronological order (i.e., most recent first), and in the same order as specific portions they are modifying;
 2. Agreement, and terms and conditions referenced therein, and such other documents within the Division 00 5000 series (i.e., starting at 00 5200 and continuing to 00 5299) and the Division 00 6000 series (i.e., starting at 00 6000 and continuing to 00 6999);
 3. Supplementary Conditions;
 4. This Document 00 7200 (General Conditions);
 5. Division 1 Specifications;
 6. Technical Specifications;
 7. Drawings;
 8. Written numbers over figures, unless obviously incorrect;
 9. Figured dimensions over scaled dimensions;
 10. Detailed/enlarged-scale drawings over small-scale drawings.
- B. Any conflict between a bill or list of materials shown in the Contract Documents and the actual quantities required to complete Work required by Contract Documents, will be resolved in favor of the actual quantities.

ARTICLE II – REQUIRED INVESTIGATIONS AND SUBCONTRACTORS

2.01. Contractor’s Investigations

- A. Prior to submitting its Proposal and again during its Phase 1 Services, Contractor must investigate fully the Work of the Contract. Contractor must visit the Site, examine thoroughly and understand fully the nature and extent of the Contract Documents, Work, Site, locality, actual conditions and as-built conditions, and all other information made available for preparing and submitting a proposal. Contractor’s investigation shall include, but is not limited to, a thorough examination of all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor shall completely and thoroughly correlate all such information and consider such information

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- fully, prior to and as a condition of submitting its Proposal. Contractor shall make inquiry as required in Document 00 3020 (Geotechnical Data and Existing Conditions).
- B. Prior to submitting its Proposal and again during its Phase 1 Services, Contractor shall take care to note the existence and potential existence of Underground Facilities, in particular, above and below grade structures, drainage lines, storm drains, sewers, water, gas, steam, condensate return, chilled water supply and return, electrical, chemical, hot water, and other similar items and utilities. Contractor shall carefully consider all supplied information, request additional information Contractor may deem necessary, and visually inspect the Site for above ground indications of Underground Facilities (such as, for example not by way of limitation, the existence of existing service laterals, appurtenances or other types of utilities, indicated by the presence of an underground transmission main or other visible facilities, such as buildings, new asphalt, meters and junction boxes, on or adjacent to the Site.)
- C. Prior to submitting its Proposal and again during its Phase 1 Services, Contractor must correlate its experience, knowledge and the results of its required investigation with the terms and conditions of the Contract Documents, and must give Owner prompt written notice of all conflicts, errors, ambiguities, or discrepancies of any type, that it may discover in or among the Contract Documents, as-built drawings (if any) and/or actual conditions. Contractor shall give this notice during the Proposal period and submission of a Proposal indicates Contractor's agreement that Owner responded to the notice through Addenda issued by Owner which is acceptable to Contractor
- D. Prior to submitting its Proposal and again during its Phase 1 Services, Contractor must consider fully the fact that information supplied regarding existing Underground Facilities at or contiguous to the Site is in many cases based on information furnished to Owner by others (e.g., the builders of such Underground Facilities or others), and that due to their age or their chain of custody since preparation, may not meet current industry standards for accuracy. Contractor must also consider local underground conditions and typical practices for Underground Facilities, either through its own direct knowledge or through its subcontractors, and fully consider this knowledge in assessing the existing information and the reasonableness of its reliance.
- E. Prior to submitting its Proposal and again during its Phase 1 Services, Contractor shall conduct (or request that Owner have conducted) any such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise, which may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto or which Contractor deems necessary to determine its Proposal for performing and furnishing the Work in accordance with the time, price and other terms and conditions of Contract Documents.
- F. Prior to submitting its Proposal and again during its Phase 1 Services, Contractor may rely on Owner supplied information regarding existing conditions only where such conditions are underground and not subject to reasonable verification. If existing information supplied by Owner indicates a discrepancy or a substantial risk of inaccuracy or omission, then Contractor must request specific additional information. Contractor shall advise Owner in writing during the Proposal period of any questions, suppositions, inferences or deductions Contractor may have, for Owner's review and response by Addenda, and may not assert any such matters later that were not brought forth during the Proposal period.
- G. Prior to submitting its Proposal, during its pre-construction Phase 1 investigation and during performance of the Contract, Contractor will be charged with knowledge of all information that it should have learned in performing its required pre-Proposal and Phase 1 investigations, and shall not be entitled to change orders (time or compensation) due to information or conditions that Contractor should have known as a part of these investigations.

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2.02. Supplied Information On Underground Existing Conditions

- A. Regarding Underground Facilities shown in the Contract Documents or supplied through Document 00 3020 (Geotechnical Data and Existing Conditions), Owner has compiled this information in good faith, relying on its records and third party records, for the general accuracy of information regarding Underground Facilities, and only for those Underground Facilities that are owned by Owner. This express assumption of responsibility applies only if Proposer has conducted the independent investigation required of it and discrepancies were not apparent. Owner does not assume responsibility for the accuracy, completeness or thoroughness of this information, and Proposer is solely responsible for any interpretation or conclusion drawn from this information.
- B. Regarding subsurface conditions other than Underground Facilities, shown on the Contract Documents or supplied in Document 00 3020 (Geotechnical Data and Existing Conditions), Contractor may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated in the Contract Documents. Owner is not responsible for the completeness of any subsurface condition information for preparing and submitting a proposal or for construction, Contractor's conclusions or opinions drawn from any subsurface condition information, or subsurface conditions that are not specifically shown. (For example, Owner is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown.)

2.03. Supplied Information On Above Ground Existing Conditions

- A. Regarding aboveground and as-built conditions shown on the Contract Documents or supplied through Document 00 3020 (Geotechnical Data and Existing Conditions), such information has been compiled in good faith, however, Contractor must independently verify such information. Owner does not expressly or impliedly warrant or represent that information as to aboveground conditions or as-built conditions indicated in the Contract Documents or Document 00 3020, is correctly shown or indicated, or otherwise complete for construction purposes.
- B. As a condition to submitting a proposal, Contractor shall verify by independent investigation all such aboveground and as-built conditions, and bring any discrepancies to Owner's attention through written question. In submitting its Proposal, Contractor shall rely on the results of its own independent investigation and shall not rely on Owner-supplied information regarding aboveground conditions and as-built conditions, and Contractor shall accept full responsibility for its verification work sufficient to complete the Work as intended.

2.04. Subcontractors (During Phase 2)

- A. Consistent with Public Contract Code sections 4101 et seq., Contractor shall not substitute any other person or firm in place of any Subcontractor listed in the Proposal. Subcontractors shall not assign or transfer their subcontracts or permit them to be performed by any other contractor without Owner's written approval. At Owner's request, Contractor shall provide Owner with a complete copy of all executed subcontracts or final commercial agreements with Subcontractors and/or suppliers.
- B. Subcontract agreements shall preserve and protect the rights of Owner under the Contract Documents so that subcontracting will not prejudice such rights. To the extent of the Work to be performed by a Subcontractor, Contractor shall require the Subcontractor's written agreement (1) to be bound to the terms of Contract Documents and (2) to assume vis-à-vis Contractor all the obligations and responsibilities that Contractor assumes toward Owner under the Contract Documents. (These agreements include for example, and not by way of limitation, all warranties, claims procedures and rules governing submittals of all types to which Contractor is subject under the Contract Documents.)
- C. Contractor shall provide for the assignment to Owner of all rights any Subcontractor may have against any manufacturer, supplier, or distributor for breach of warranties and guaranties relating to the Work performed by the Subcontractor under the Contract Documents.

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- D. Owner shall be deemed to be an intended third-party beneficiary of all Subcontracts (of any tier) for the provision of labor, services, supplies or material to the Project, and each such agreement shall so provide.

ARTICLE III – CONTRACT AWARD AND COMMENCEMENT OF THE WORK

3.01. Time Allowances For Performance Of Contract Documents

- A. When Contractor and Owner have signed the Contract Documents, Owner will serve a Notice to Proceed upon Contractor to that effect, either by email or postal mail to Contractor at the legal contact address provided.
- B. The start date for Contract Time shall be on the date indicated in the applicable Notice to Proceed. If no date is indicated, the start date for Contract Time shall be the fifth (5th) Day from the date that Contractor receives Owner's written Notice to Proceed.
- C. The total number of Days for completion of the Work under the Contract Documents shall be as provided in the Agreement.

3.02. Commencement Of Work

- A. The Contract Time will commence to run on the later of the 30th Day after the issuance of the Notice of Award or, if a Notice to Proceed is given, on the date indicated in the Notice to Proceed. Owner may give a Notice to Proceed at any time after the Notice of Award. Contractor shall not do any Work at the Site prior to the date on which the Contract Time commences to run.
- B. Owner may give a Notice to Proceed with Phase 2 construction at any time during Phase 1, and Contract Time shall commence to run as provided in paragraph 3.01.B. above. Contractor shall not do any Work at the Site prior to the date on which the Contract Time commences to run.
- C. Owner may give authorization to CMR to mobilize on site in preparation for Phase 2 Construction, prior to the issuance of a Notice to Proceed. Mobilization shall be limited to trailer set-up, hook-up of utilities and temporary fencing around the trailer. Contract Time will commence as stated in 3.02.A above.

ARTICLE IV – INSURANCE AND INDEMNIFICATION

4.01. Insurance

- A. See Document 00 7311 Insurance and Indemnification, incorporated herein by this reference.

ARTICLE V – DRAWINGS AND SPECIFICATIONS

5.01. Intent

- A. Drawings and Specifications are intended to describe a functionally complete and operable Project (and all parts thereof) to be constructed in accordance with the requirements of Contract Documents. Contractor shall perform any work, provide services and furnish any materials or equipment that may reasonably be inferred from the requirements of Contract Documents or from prevailing custom or trade usage as being required to produce this intended result. Contractor shall interpret words or phrases used to describe work (including services), materials or equipment, that have well-known technical or construction industry or trade meaning in accordance with that meaning. Drawings' intent specifically includes the intent to depict construction that complies with all applicable laws, codes and standards.
- B. As part of the "Work," Contractor shall provide all labor, materials, equipment, machinery, tools, facilities, services, employee training and testing, hoisting facilities, shop drawings, storage, testing, security, transportation, disposal, the securing of all necessary or required field dimensions, the cutting or patching of existing materials, notices, permits, documents, reports, agreements and any other items required or necessary to timely and fully complete Work

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described and the results intended by Contract Documents and, in particular, Drawings and Specifications. Divisions and Specification Sections and the identification on any Drawings shall not control Contractor in dividing Work among Subcontractors or suppliers or delineating the Work to be performed by any specific trade.

- C. Contractor shall perform reasonably implied parts of Work as “incidental work” although absent from Drawings and Specifications. Incidental work includes any work not shown on Drawings or described in Specifications that is necessary or normally or customarily required as a part of the Work shown on Drawings or described in Specifications. Incidental work includes any Work necessary or required to make each installation satisfactory, legally operable, functional, and consistent with the intent of Drawings and Specifications or the requirements of Contract Documents including required tasks to be performed under Division 1 of Specifications. Contractor shall perform incidental work without extra cost to Owner. Incidental work shall be treated as if fully described in Specifications and shown on Drawings, and the expense of incidental work shall be included in price in the Proposal and in the Contract Sum.

5.02. Drawing Details

- A. A typical or representative detail on Drawings shall constitute the standard for workmanship and material throughout corresponding parts of Work. Where necessary, and where reasonably inferable from Drawings, Contractor shall adapt such representative detail for application to such corresponding parts of Work. The details of such adaptation shall be subject to prior approval by Owner. Repetitive features shown in outline on Drawings shall be in exact accordance with corresponding features completely shown.

5.03. Interpretation Of Drawings And Specifications

- A. Should any discrepancy appear or any misunderstanding arise as to the interpretation of anything contained in Drawings and Specifications, or should Contractor have any questions or requests relating to Drawings or Specifications, Contractor shall refer the matter to Owner, in writing. Owner will issue with reasonable promptness written responses, clarifications or interpretations as Owner may determine necessary, which shall be consistent with the intent of and be reasonably inferable from Contract Documents. Such written clarifications or interpretations shall be binding upon Contractor. If Contractor believes that a written response, clarification or interpretation justifies an adjustment in the Contract Sum or Contract Time, Contractor shall give Owner prompt written notice as provided in Document 01 2600 Contract Modification Procedures. If the parties are unable to agree to the amount or extent of the adjustment, if any, then Contractor shall perform the Work in conformance with Owner’s response, clarification, or interpretation and may make a written claim for the adjustment as provided in Article XII of this Document 00 7200.

5.04. Checking Of Drawings

- A. Before undertaking each part of Work, Contractor shall carefully study and compare Contract Documents to check and verify pertinent figures shown in the Contract Documents and all applicable field measurements. Figures and dimensions shown on Drawings shall be followed; Contractor shall not scale measurements. Contractor shall promptly report to Owner, in writing, any conflict, error, ambiguity or discrepancy that Contractor may discover. Contractor shall obtain a written interpretation or clarification from Owner before proceeding with any Work affected thereby. Contractor shall provide Owner with a follow-up correspondence every ten (10) days until it receives a satisfactory interpretation or clarification.

5.05. Standards To Apply Where Specifications Are Not Furnished

- A. The following general specifications shall apply wherever in the Specifications, or in any directions given by Owner in accordance with or supplementing Specifications, it is provided that Contractor shall furnish materials or manufactured articles or shall do work for which no detailed specifications are shown. Materials or manufactured articles shall be of the best grade, in quality and workmanship, obtainable in the market from firms of established good reputation.

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If not ordinarily carried in stock, the materials or manufactured articles shall conform to industry standards for first-class materials or articles of the kind required, with due consideration of the use to which they are to be put. Material specified by reference to the number, symbol or title or a specific standard, such as a commercial standard, a Federal specification, a trade association standard, or other similar standard, must comply with the requirements thereof. Work shall conform to the usual standards or codes, such as those cited in Document 01 4100 (Regulatory Requirements), for first-class work of the kind required. Contractor shall specify and submit in writing to Owner the materials to be used or Work to be performed under this paragraph ten (10) Business Days prior to furnishing such materials or performing such Work.

5.06. Deviation From Specifications and Drawings

- A. Contractor shall perform Work in accordance with Drawings and Specifications, and Contractor shall not be relieved of this responsibility by the activities of the Architects/Engineers in the performance of their duties thereunder. Deviations from Drawings and from the dimensions therein given, or from the Specifications, whether or not error is believed to exist, shall be made only when approved in writing by Owner. Contractor may deviate from Drawings or the dimensions given in the Drawings, and may deviate from the Specifications, only upon Owner's advance written approval of the proposed deviation, either by Change Order or by Instruction Bulletin.
- B. Instruction Bulletins changing the approved drawings and technical specifications may also be used to prevent undue delay.
- C. Contractor acknowledges that changes are a normal feature of construction projects. Contractor shall rely on its experience and proactively cooperate, coordinate and schedule RFI's, submittals, field questions, inspections, and document assembly, to facilitate the prompt and efficient use of the Change Order and Instruction Bulletin procedure as necessary to prevent delay in actual field construction.
- D. Owner may order that locations, lines and grades for Work vary from those shown on Drawings. Changes may be made in locations, lines or grades for Work under any item of Contract Documents. No payment in addition to unit price fixed in the Contract Documents for Work under respective items will be allowed on account of variations from Drawings in unit price items. In lump sum contracts, or where there are no unit price items covering Work affected by variations of locations, lines or grades, all changes in the Contract Documents will be made as set forth in Article XIV of this Document 00 7200.

5.07. Ownership And Use Of Drawings, Specifications And Contract Documents

- A. Drawings, Specifications and other Contract Documents were prepared for use for Work of Contract Documents only. No part of Contract Documents shall be used for any other construction or for any other purpose except with the written consent of Owner. Any unauthorized use of Contract Documents is prohibited and at the sole liability of the user.

ARTICLE VI – CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.01. Owner's Right To Perform Construction And To Award Separate Contracts

- A. Owner may perform with its own forces, construction or operations related to the Project. Owner may also award separate contracts in connection with other portions of the Project or other construction or operations, on the Site or areas contiguous to the Site, under conditions similar to these Contract Documents, or may have utility owners perform other work. When separate contracts are awarded for different portions of the Project or other construction or operations on the Site, the term "Contractor" in these Contract Documents shall mean the Contractor herein.
- B. Currently anticipated separate construction contracts (if any) are described in Document 01 1000 (Summary of Work).

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6.02. Mutual Responsibility

- A. Contractor shall afford all other contractors, utility owners and Owner (if Owner is performing work with its own forces), proper and safe access to the Site, and reasonable opportunity for the installation and storage of their materials. Contractor shall ensure that the execution of its Work properly connects and coordinates with others' work, and shall cooperate with them to facilitate the progress of the Work.
- B. Contractor shall coordinate its Work with the work of other separate contractors, Owner, and utility owners. Contractor shall hold coordination meetings with other contractors, Owner and its representatives, and utility owners as required by Document 01 3100 (Project Management and Coordination).
- C. Unless otherwise provided in the Contract Documents, Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of other separate contractors, Owner or utility owners by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of Owner and the others whose work will be affected.
- D. To the extent that any part of Contractor's Work is to interface with work performed or installed by other contractors or utility owners, Contractor shall inspect and measure the in-place work. Contractor shall promptly report to Owner in writing any defect in in-place work that will impede or increase the cost of Contractor's interface unless corrected. Owner will require the contractor responsible for the Defective Work to make corrections so as to conform to its contract requirements, or, if the defect is the result of an error or omission in the Contract Documents, issue a Change Order. If Contractor fails to measure, inspect and/or report to Owner in writing defects that are reasonably discoverable, Contractor shall bear all costs of accomplishing the interface acceptable to Owner. This provision shall be included in any and all other contracts or subcontracts for Work to be performed where such a conflict could exist.

6.03. Owner Authority Over Coordination Of Multiple Contractors

- A. Owner will have authority over coordination of the activities of multiple contractors in cases where Owner performs work with its own forces or contracts with others for the performance of other work on the Project, or utilities work on the Site. Owner may at any time and in its sole discretion, designate a person or entity other than Owner to have authority over the coordination of the activities among the various contractors. Owner's authority with respect to coordination of the activities of multiple contractors and utility owners shall not relieve Contractor of its obligation to other contractors and utility owners to coordinate its Work with other contractors and utility owners as specified in this Document 00 7200. Contractor shall promptly notify Owner in writing when another contractor on the Project fails to coordinate its work with the Work of Contract Documents.
- B. Contractor shall suspend any part of the Work or carry on the same in such manner as directed by Owner when such suspension or prosecution is necessary to facilitate the work of other contractors or workers. No damages or claims by Contractor will be allowed if the suspension or Work change is due in whole or in part to Contractor's failure to perform its obligation herein to coordinate its Work with other contractors and utility owners. Claims will be allowed only to the extent of fault by Owner if the suspension or Work change is due in whole or in part to another contractor's failure to coordinate its work with Contractor, other contractors, and utility owners.

ARTICLE VII – PAYMENT BY OWNER

7.01. Receipt And Processing Of Applications For Payment

- A. As required by Document 01 2900 (Payment Procedures), Contractor shall prepare the schedules, submit Applications for Payment and warrant title to all Work covered by each Application for Payment. Owner will review Contractor's Applications for Payment and Owner

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will and make payment thereon, and Contractor shall make payments to Subcontractors, suppliers and others, as required by Document 01 2900.

ARTICLE VIII – CONTROL OF THE WORK

8.01. Subcontractors

- A. Contractor is fully responsible for Contractor's own acts and omissions. Contractor is responsible for all acts and omissions of its Subcontractors, suppliers, and other persons and organizations performing or furnishing any of the Work, labor, materials, or equipment under a direct or indirect contract with Contractor.

8.02. Supervision Of Work By Contractor

- A. Contractor shall coordinate the Work and not delegate any responsibility for coordination to any subcontractor. Contractor shall anticipate the inter-relationship of all subcontractors and their relationship with the total Work. Contractor shall coordinate the work of subcontractors and material suppliers, so that their work is performed in a manner to minimize interference with and to facilitate the progress of the Work.
- B. Contractor shall supervise, inspect, and direct Work competently and efficiently, devoting the attention and applying such personal skills and expertise as may be required and necessary to perform Work in accordance with Contract Documents. Contractor shall be solely responsible for and have control and charge of construction means, methods, techniques, sequences and procedures, safety precautions and programs in connection with the Work. Contractor shall be responsible to see that the completed Work complies accurately with Contract Documents.
- C. Contractor shall designate and keep on the Site at all times during Work progress a competent resident Superintendent or Project Manager, who once designated, shall not be replaced without Owner's express written consent. All disclosures and requirements applicable to Contractor's Superintendent or Project Manager set forth in Document 00 4516 (Request for Statement of Qualifications) and Document 004516.1 (Supplement to Response to Request for Statement of Qualifications) shall apply to any proposed replacement Superintendent or Project Manager. If Contractor proposes to replace any Superintendent or Project Manager, the existing Superintendent or Project Manager shall remain on the Project until a new Superintendent or Project Manager is approved by Owner. The Superintendent or Project Manager shall be Contractor's representative at the Site and shall have complete authority to act on behalf of Contractor. All communications to and from the Superintendent or Project Manager shall be as binding as if given to or by Contractor.

8.03. Observation Of Work By Owner

- A. Owner Representative(s). Owner Representative(s) will have limited authority to act on behalf of Owner as set forth in the Contract Documents. Except as otherwise provided in these Contract Documents or subsequently identified in writing by Owner, Owner will issue all communications to Contractor through Owner Representative(s), and Contractor shall issue all communications to Owner through Owner Representative(s) in a written document delivered to Owner. Should any direct communications between Contractor and Owner's consultants, architects or Architect/Engineers not identified in Article II of the Agreement occur during field visits or by telephone, Contractor shall immediately confirm them in a written document copied to Owner.
- B. Means And Methods Of Construction. Subject to those rights specifically reserved in the Contract Documents, Owner will not supervise, or direct, or have control over, or be responsible for, Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or Contractor's failure to comply with laws and regulations applicable to the furnishing or performance of Work. Owner will not be responsible for Contractor's failure to perform or furnish the Work in accordance with Contract Documents.

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- C. In exercising its responsibilities and authorities under the Contract Documents, Owner does not assume any duties or responsibilities to any Subcontractor or supplier and does not assume any duty of care to Contractor, Contractor's Subcontractors or suppliers. Except as expressly set forth in the Contract Documents, in exercising their respective responsibilities and authorities under the Contract Documents, neither Architects/Engineers nor any Owner Representative(s) assume any duties or responsibilities to any Subcontractor, sub-Subcontractor or supplier nor assume any duty of care to Contractor or any Subcontractor, sub-Subcontractor or suppliers.
- D. Work shall be performed under Owner's general observation and administration. Contractor shall comply with Owner's directions and instructions in accordance with the terms of Contract Documents, but nothing contained in these General Conditions shall be taken to relieve Contractor of any obligations or liabilities under the Contract Documents. Owner's failure to review or, upon review, failure to object to any aspect of Work reviewed, shall not be deemed a waiver or approval of any non-conforming aspect of Work.
- E. Owner may engage an independent consultant or Architect/Engineer (collectively for purposes of this paragraph, "**Consultant**") to assist in administering the Work. If so engaged, Consultant will advise and consult with Owner, but will have authority to act on behalf of Owner only to extent provided in the Contract Documents or as set forth in writing by Owner. Consultant will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with Work. Consultant will not be responsible for or have control over the acts or omissions of Contractor, Subcontractors or their agents or employees, or any other persons performing Work.
- F. Consultant may review Contractor's submittals, such as Shop Drawings, Product Data, and Samples, but only for conformance with design concept of Work and with information given in the Contract Documents.
- G. Consultant may visit the Site at intervals appropriate to stage of construction to become familiar generally with the progress and quality of Work and to determine in general if Work is proceeding in accordance with Contract Documents. Based on its observations, Consultant may recommend to Owner that it disapprove or reject Work that Consultant believes to be defective or will not produce a complete Project that conforms to Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by Contract Documents. Owner will also have authority to require special inspection or testing of Work, whether or not the Work is fabricated, installed or completed.
- H. Consultant may conduct inspections to recommend to Owner the dates that Contractor has achieved Substantial Completion and Final Acceptance, and will receive and forward to Owner for review written warranties and related documents required by Contract Documents.

8.04. Access To Work

- A. During performance of Work, Owner and its agents, officers, consultants, and employees may at any time enter upon Work, shops or studios where any part of the Work may be in preparation, or factories where any materials for use in Work are being or are to be manufactured, and Contractor shall provide proper and safe facilities for this purpose, and shall make arrangements with manufacturers to facilitate inspection of their processes and products to such extent as Owner's interests may require. Other contractors performing work for Owner may also enter upon Work for all purposes required by their respective contracts. Subject to the rights reserved in the Contract Documents, Contractor shall have sole care, custody, and control of the Site and its Work areas.
- B. Owner may, at any time, and from time to time, during the performance of the Work, enter the Work Site for the for the purpose of installing any necessary work by Owner labor or other contracts, and for any other purpose in connection with the installation of facilities. In doing so, Owner shall endeavor not to interfere with Contractor and Contractor shall not interfere with other work being done by or on behalf of Owner.

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- C. If, prior to completion and final acceptance of all the Work, Owner takes possession of any structure or facility (whether completed or otherwise) comprising a portion of the Work with the intent to retain possession thereof (as distinguished from temporary possession contemplating return to Contractor), then, while Owner is in possession of the same, Contractor shall be relieved of liability for loss or damage to such structure other than that resulting from Contractor's fault or negligence. Such taking of possession by Owner shall not relieve Contractor from any provisions of the Contract respecting such structure, other than to the extent specified in the preceding sentence, nor constitute a final acceptance of such structure or facility. See also Document 01 1000 (Summary of Work).
- D. If, following installation of any equipment or facilities furnished by Contractor, defects requiring correction by Contractor are found, Owner shall have the right to operate such unsatisfactory equipment or facilities and make reasonable use thereof until the equipment or facilities can be shut down for correction of defects without injury to Owner.

ARTICLE IX – CONTRACTOR'S WARRANTY, GUARANTY, AND INSPECTION OF WORK

9.01. Warranty And Guaranty

- A. General Representations and Warranties: Contractor represents and warrants that it is and will be at all times fully qualified and capable of performing every Phase of the Work. Contractor warrants that all pre-construction services and construction services shall be performed in accordance with generally accepted professional standards of good and sound pre-construction and construction practices, as applicable, and all requirements of Contract Documents. Contractor warrants that Work, including but not limited to each item of materials and equipment incorporated therein, shall be new, of suitable grade of its respective kind for its intended use, and free from defects in materials, construction and workmanship; and to the extent Work includes design-build scope or compliance with performance specifications, Work shall also be free from defects in design, architecture and/or engineering. Contractor warrants that Work shall conform in all respects with all applicable requirements of federal, state and local laws, applicable construction codes and standards, licenses, and permits, Drawings and Specifications and all descriptions set forth therein, and all other requirements of Contract Documents. Contractor shall not be responsible, however, for the negligence of others in the specification of specific equipment, materials, design parameters and means or methods of construction where that is specifically shown and expressly required by Contract Documents.
- B. Extended Guaranties: For guaranties exceeding one (1) year, Contractor's co-guarantor obligation shall apply only to the extent the guaranty involves water-tightness (above grade or below grade) or any type of moisture intrusion. Otherwise, any guaranty exceeding one (1) year provided by the supplier or manufacturer of any equipment or materials used in the Project shall be extended for such term. Contractor expressly agrees to supply Owner with all warranty and guaranty documents relative to equipment and materials incorporated in the Project and guaranteed by their suppliers or manufacturers, and reasonably assist Owner in enforcing such warranties and guaranties throughout their respective terms.
- C. Environmental and Toxics Warranty: The covenants, warranties and representations contained in this paragraph are effective continuously during Contractor's Work on the Project and following cessation of labor for any reason including, but not limited to, Project completion. Contractor covenants, warrants and represents to Owner that:
 - 1. To Contractor's knowledge after due inquiry, no lead or asbestos-containing materials were installed or discovered in the Project at any time during Contractor's construction thereof. If any lead or asbestos-containing materials were discovered, Contractor made immediate written disclosure to Owner.
 - 2. To Contractor's knowledge after due inquiry, no electrical transformers, light fixtures with ballasts or other equipment containing PCBs are or were located on the Project at any time during Contractor's construction thereof.
 - 3. To Contractor's knowledge after due inquiry, no storage tanks for gasoline or any other toxic substance are or were located on the Project at any time during Contractor's

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construction thereof. If any such materials were discovered, Contractor made immediate written disclosure to Owner.

4. Contractor's operations concerning the Project are and were not in violation of any applicable environmental federal, state, or local statute, law or regulation dealing with hazardous materials substances or toxic substances and no notice from any governmental body has been served upon Contractor claiming any violation of any such law, ordinance, code or regulation, or requiring or calling attention to the need for any work, repairs, construction, alteration, or installation on or in connection with the Project in order to comply with any such laws, ordinances, codes, or regulations, with which Contractor has not complied. If there are any such notices with which Contractor has complied, Contractor shall provide Owner with copies thereof.

9.02. Inspection Of Work

- A. All materials, equipment, and workmanship used in Work shall be subject to inspection and testing at all times during construction and/or manufacture in accordance with the terms of Contract Documents. Work and materials, and manufacture and preparation of materials, from beginning of construction until final completion and acceptance of Work, shall be subject to inspection and rejection by Owner, its agents, representatives or independent contractors retained by Owner to perform inspection services, or governmental agencies with jurisdictional interests. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and program so that they may comply therewith as applicable. Upon request or where specified, Owner shall be afforded access for inspection at the source of supply, manufacture or assembly of any item of material or equipment, with reasonable accommodations supplied for making such inspections.
- B. Contractor shall give Owner and all inspection personnel timely notice of readiness of Work for all required inspections, tests or approvals, shall schedule and coordinate the same, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests. Contractor shall also coordinate, schedule and give adequate notice to the appropriate inspection personnel of any Work that can only be inspected as it is placed or assembled (for example, concrete or masonry work), to enable the constant presence of such inspection personnel during such Work.
- C. In the event that a scheduled inspection is canceled in less than 24 hours' notice by Contractor and Owner incurs costs associated with the cancellation, Contractor will reimburse Owner for the actual costs of the canceled inspections. The amount will be deducted from payment owed Contractor.
- D. If applicable laws or regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, and furnish Owner with the required certificates of inspection, or approval. Owner will pay the cost of initial testing and Contractor shall pay all costs in connection with any follow-up or additional testing. Contractor shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for the acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.
- E. If Contractor covers any Work, or the work of others, prior to any required inspection, test or approval without written approval of Owner, Contractor shall uncover the Work at Owner's request. Contractor shall bear the expense of uncovering Work and replacing Work.
- F. In any case where Contractor covers Work contrary to Owner's request, Contractor shall uncover Work for Owner's observation or inspection at Owner's request. Contractor shall bear the cost of uncovering Work and replacing Work.
- G. Whenever required by Owner, Contractor shall furnish tools, labor and materials necessary to make examination of Work that may be completed or in progress, even to extent of uncovering or taking down portions of finished Work. Should Work be found unsatisfactory, cost of making

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examination and of reconstruction shall be borne by Contractor. If Work is found to be satisfactory, Owner, in manner herein prescribed for paying for alterations, modifications, and extra Work, except as otherwise herein specified, will pay for examination.

- H. Inspection of the Work by or on behalf of Owner, or Owner's failure to do so, shall not under any circumstances be deemed a waiver or approval of any non-conforming aspect of the Work. Rather, in the absence of a written Change Order or Instruction Bulletin signed by Owner, Contractor's duty to perform Work in conformance with the Contract Documents shall be absolute.
- I. Any inspection, evaluation, or test performed by or on behalf of Owner relating to the Work is solely for the benefit of Owner, and shall not be relied upon by Contractor. Contractor shall not be relieved of the obligation to perform Work in accordance with the Contract Documents, nor relieved of any guaranty, warranty, or other obligation, as a result of any inspections, evaluations, or tests performed by Owner, whether or not such inspections, evaluations, or tests are permitted or required under the Contract Documents. Contractor shall be solely responsible for testing and inspecting Work already performed to determine whether such Work is in proper condition to receive later Work.

9.03. Correction Of Defective Work

- A. If Contractor fails to supply sufficient skilled workers, suitable materials or equipment, or to furnish or perform the Work in such a way that the completed Work will conform to Contract Documents, Owner may order Contractor to replace any Defective Work, or stop any portion of Work to permit Owner (at Contractor's expense) to replace such Defective Work. These Owner rights are entirely discretionary on the part of Owner, and shall not give rise to any duty on the part of Owner to exercise the rights for the benefit of Contractor or any other party.
- B. Owner may direct Contractor to correct any Defective Work or remove it from the Site and replace it with Work that is not defective and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting from the correction or removal. Contractor shall be responsible for any and all claims, costs, losses and damages caused by or resulting from such correction or removal. A Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, Owner may decide the proper amount or, in its discretion may elect to leave the Contract Sum unchanged and deduct from moneys due Contractor, all such claims, costs, losses and damages caused by or resulting from the correction or removal. If Contractor disagrees with Owner's calculations, it may make a claim as provided in Article XII of this Document 00 7200. (Owner exercise of its rights under this Article IX shall be entirely discretionary and, like all other Owner rights and remedies under the Contract, in addition to any other rights and remedies it may have under the Contract Documents or by law.)
- C. Correction period.
 - 1. With respect to equipment and machinery supplied by Contractor and incorporated into the Work, if within one (1) year after the date of Final Completion of the portion of the Work incorporating the equipment and/or machinery (or, to the extent expressed by Change Order or Certificate of Final Completion, one year after Owner's written acceptance of such equipment), or such longer period as may be prescribed by laws or regulations, or by the terms of the Contract Documents, any equipment or machinery is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, correct such Defective Work
 - 2. With respect to structures within the scope of Work, if within one (1) year after the date of Final Acceptance, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, correct such Defective Work.
 - 3. Contractor shall remove any Defective Work rejected by Owner and replace it with Work that is not defective, and satisfactorily correct or remove and replace any damage to other

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Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the Defective Work corrected or the rejected Work removed and replaced.

4. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, Owner shall have all rights and remedies granted by law.
- D. Additionally, in special circumstances where a part of the Work is occupied or a particular item of equipment is placed in continuous service before Final Acceptance of all the Work, the correction period for that part of Work or that item may start to run from an earlier date if so provided by Change Order or Certificate of Substantial Completion.
- E. Where Defective Work or rejected Work (and damage to other Work resulting therefrom) has been removed and replaced under this provision after the commencement of the correction period, the correction period hereunder with respect to such Work shall be extended for an additional period of one (1) year after such removal and replacement has been satisfactorily completed.
- F. If following installation of any equipment, machinery, or facilities furnished by Contractor, defects requiring correction by Contractor are found, Owner shall have the right to operate such defective equipment or facilities and make reasonable use thereof until the equipment, machinery, or facilities can be shut down for correction of defects without causing injury to Owner.

9.04. Acceptance And Correction Of Defective Work By Owner

- A. Owner may accept Defective Work. Contractor shall pay all claims, costs, losses and damages attributable to Owner's evaluation of and determination to accept such Defective Work. If Owner accepts any Defective Work prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, Owner may deduct from moneys due Contractor, all claims, costs, losses, damages, expenses and liabilities attributable to the Defective Work. If Contractor disagrees with Owner's calculations, Contractor may make a claim as provided in Article XII of this Document 00 7200. If Owner accepts any Defective Work after final payment, Contractor shall pay to Owner, an appropriate amount as determined by Owner.
- B. Owner may correct and remedy deficiency if, after five (5) Days' written notice to Contractor, Contractor fails to correct Defective Work or to remove and replace rejected Work in accordance with this Article IX; or provide a plan for correction of Defective Work acceptable to Owner; or perform Work in accordance with Contract Documents. In connection with such corrective and remedial action, Owner may exclude Contractor from all or part of the Site; take possession of all or part of Work and suspend Contractor's Work related thereto; take possession of all or part of Contractor's tools, appliances, construction equipment and machinery at the Site; and incorporate in Work any materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, its representatives, agents, employees, and other contractors and Owner's consultants access to the Site to enable Owner to exercise the rights and remedies under this Article IX. Contractor shall be responsible for all claims, costs, losses, damages, expenses and liabilities incurred or sustained by Owner in exercising such rights and remedies. A Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, Owner may deduct from moneys due Contractor, all claims, costs, losses and damages caused by or resulting from the correction or removal. If Contractor disagrees with Owner's calculations, Contractor may make a claim as provided in Article XII of this Document 00 7200.

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9.05. Rights Upon Inspection Or Correction

- A. Contractor shall not be allowed an extension of Contract Time because of any delay in the performance of Work attributable to the exercise by Owner of its rights and remedies under this Article IX. Where Owner exercises its rights under this Article IX, it retains all other rights it has by law or under the Contract Documents including, but not limited to, the right to terminate Contractor's right to proceed with the Work under the Contract Documents and/or make a claim or back charge where a Change Order cannot be agreed upon.
- B. Inspection by Owner shall not relieve Contractor of its obligation to have furnished material and workmanship in accordance with Contract Documents. Payment for Work completed through periodic progress payments or otherwise shall not operate to waive Owner's right to require full compliance with Contract Documents and shall in no way be deemed as acceptance of the Work paid therefor. Contractor's obligation to complete the Work in accordance with Contract Documents shall be absolute, unless Owner agrees otherwise in writing.

9.06. Samples and Tests of Materials and Work

- A. Contractor shall furnish, in such quantities and sizes as may be required for proper examination and tests, samples or test specimens of all materials to be used or offered for use in connection with Work. Contractor shall prepare samples or test specimens at its expense and furnish them to Owner. Contractor shall submit all samples in ample time to enable Owner to make any necessary tests, examinations, or analyses before the time it is desired to incorporate the material into the Work. Tests must be by a Laboratory accepted by Owner and paid for by Contractor. Contractor must pay all costs of all tests; if a test fails, Contractor must pay for subsequent tests until passage. The Laboratory must submit certified copies of all test reports directly to Owner and Contractor by 10 a.m. of the second workday after performing each test.
- B. Owner may inspect the production of any material, or the manufacture of any product at the source of supply. Such inspection, however, will not be undertaken until Owner is assured of the cooperation and assistance of both Contractor and producer. Owner or its authorized representatives shall have free entry at all times to the parts of the plant Manufacturing or producing such materials. Adequate facilities must be provided free of charge to make the necessary inspections. Owner assumes no obligation to inspect materials at source of supply.
- C. Owner may permit the use of certain materials or assemblies before sampling and testing if accompanied by a Certificate of Compliance stating that the materials comply in all respects with the requirements of the Contract Documents. The Manufacturer of the material or assembly must sign the Certificate of Compliance. A Certificate of Compliance must be submitted with each lot of material delivered to the Project and the lot so certified must be clearly identified in the Certificate of Compliance.
- D. Owner may sample and test all materials used pursuant to a Certificate of Compliance at any time. The fact that material is used pursuant to a Certificate of Compliance does not relieve Contractor of responsibility for incorporating material in the Work which conforms to the requirements of the Contract Documents; and any such material not conforming to such requirements will be subject to rejection whether in place or not.
- E. Owner reserves the unrestricted right to refuse to permit the use of material pursuant to a Certificate of Compliance.
- F. Owner will set the form of the Certificate of Compliance and its disposition.

9.07. Proof Of Compliance Of Contract Provisions

- A. In order that Owner may determine whether Contractor has complied or is complying with requirements of Contract Documents not readily enforceable through inspection and tests of Work and materials, Contractor shall at any time, when requested, submit to Owner properly authenticated documents or other satisfactory proofs of compliance with all applicable requirements.

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9.08. Acceptance

- A. Inspection by Owner or its authorized agents or representatives, any order or certificate for the payment of money, any payment, acceptance of the whole or any part of Work by Owner, any extension of time, any verbal statements on behalf of Owner or its authorized agents or representatives shall not operate as a waiver or modification of any provision of the Contract Documents, or of any power reserved to Owner herein or therein or any right to damages provided in the Contract Documents. Any waiver of any breach of the Contract Documents shall not be held to be a waiver of any other subsequent breach.

ARTICLE X – CONTRACTOR’S ORGANIZATION AND EQUIPMENT

10.01. Contractor’s Legal Address

- A. Address and facsimile number given in Contractor’s Proposal are hereby designated as Contractor’s legal address and facsimile number. Contractor may change its legal address and facsimile number by notice in writing, delivered to Owner, which in conspicuous language advises Owner of a change in legal address or facsimile number, and which Owner accepts in writing. Delivery to Contractor’s legal address or depositing in any post office or post office box regularly maintained by the United States Postal Service, in a wrapper with postage affixed, directed to Contractor at legal address, or of any drawings, notice, letter or other communication, shall be deemed legal and sufficient service thereof upon Contractor. Facsimile to Contractor’s designated facsimile number of any letter, memorandum, or other communication on standard or legal sized paper, with proof of facsimile transmission, shall be deemed legal and sufficient service thereof upon Contractor.

10.02. Contractor’s Office At The Work Site

- A. Contractor shall maintain an office at the Site, which office shall be headquarters of a Contractor representative authorized to transmit to and receive from Owner, communications, instructions or Drawings. Communications, instructions, or Drawings given to Contractor’s representative or delivered at the Site office in representative’s absence shall be deemed to have been given to Contractor.

10.03. Contractor’s Superintendents Or Forepersons

- A. Contractor shall at all times be represented on Site by one or more superintendents, project managers or forepersons authorized and competent to receive and carry out any instructions that Owner may give, and shall be liable for faithful observance of instructions delivered to Contractor or to authorized representative or representatives on Site.

10.04. Proficiency In English

- A. Supervisors, security guards, safety personnel and employees who have unescorted access to the Site shall possess proficiency in the English language in order to understand, receive and carry out oral and written communications or instructions relating to their job functions, including safety and security requirements.

10.05. Contractor’s And Subcontractors’ Employees

- A. Contractor shall employ, and shall permit its Subcontractors to employ, only competent and skillful personnel to do Work. If Owner notifies Contractor that any of its employees, or any of its Subcontractors’ employees on Work is incompetent, unfaithful, disorderly or profane, or fails to observe customary standards of conduct or refuses to carry out any provision of the Contract Documents, or uses threatening or abusive language to any person on Work representing Owner, or violates sanitary rules, or is otherwise unsatisfactory, and if Owner requests that such person be discharged from Work, then Contractor or its Subcontractor shall immediately discharge such person from Work and the discharged person shall not be re-employed on the Work except with consent of Owner.

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10.06. Contractor To List Trades Working

- A. Contractor shall list the trades working on the Site and their scheduled activities on a daily basis, and provide a copy of that daily list to Owner at least weekly, preferably daily.

10.07. Contractor's Use Of The Site

- A. Contractor shall not make any arrangements with any person to permit occupancy or use of any land, structure or building within the limits of the Work, for any purpose whatsoever, either with or without compensation, in conflict with any agreement between Owner and any owner, former owner or tenant of such land, structure or buildings. Contractor may not occupy Owner-owned property outside the limit of the Work as indicated on the Drawings unless it obtains prior written approval from Owner.

ARTICLE XI – PROSECUTION AND PROGRESS OF THE WORK

11.01. Contractor To Submit Required Schedules

- A. Contractor shall submit schedules and reports, Shop Drawings and Submittal Procedures in the appropriate quantity and within the required time, arrange conferences and meetings and proceed with the Work in accordance with Contract Documents, including Documents 01 3100 (Project Management and Coordination), 01 3200 (Progress Schedules and Reports), and 01 3300 (Contractor Submittal Procedures).
- B. Contractor shall submit to Owner for review and discussion at the Preconstruction Conference described in Document 01 3100 (Project Management and Coordination), and again prior to the first payment application: the schedule of values submittals described in Document 01 2900 (Payment Procedures), progress schedules and reports as required by Document 01 3200 (Construction Progress Documentation), and schedule of submittals described in Document 01 3300 (Submittals). No progress payment shall be due or owing to Contractor until such schedules are submitted to and acceptable to Owner and/or Architect/Engineer as meeting the requirements of the Contract Documents, including Documents 01 2900 (Payment Procedures), 01 3200 and 01 3300. Owner's acceptance of Contractor's schedules will not create any duty of care or impose on Owner any responsibility for the sequencing, scheduling or progress of Work nor will it interfere with or relieve Contractor from Contractor's full responsibility therefor.
- C. Before commencing any portion of Work, Contractor shall inform Owner in writing as to time and place at which Contractor wishes to commence Work, and nature of Work to be done, in order that proper provision for inspection of Work may occur, and to assure measurements necessary for record and payment. Information shall be given to Owner a reasonable time in advance of time at which Contractor proposes to begin Work, so that Owner may complete necessary preliminary work without inconvenience or delay to Contractor.

11.02. Contractor To Submit Submittals And Shop Drawings

- A. Contractor shall submit submittals and Shop Drawings to Owner (or Architect/Engineer if Owner so designates) for review in strict accordance with Document 01 3300 (Submittals). Submission of a Shop Drawing shall constitute Contractor's representation that all requirements of Document 01 3300 have been complied with. All submittals will be identified as Owner may require and in the number of copies specified in Document 01 3300.
- B. Contractor shall not perform Work that requires submission of a Shop Drawing or Sample or other submittal prior to submission and favorable review of the Shop Drawing or Sample or submittal. Where a Shop Drawing or Sample or other submittal is required by Contract Documents or the final Schedule of Shop Drawing and Sample Submittals accepted by Owner, any related Work performed prior to Owner's approval of the pertinent submittal shall be at the sole expense, responsibility and risk of Contractor.

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11.03. Contractor To Maintain Cost Data

- A. Contractor shall maintain full and correct information as to the number of workers employed in connection with each subdivision of Work, the classification and rate of pay of each worker in form of certified payrolls, the cost to Contractor of each class of materials, tools and appliances used by Contractor in Work, and the amount of each class of materials used in each subdivision of Work. Contractor shall provide Owner with monthly summaries of this information. If Contractor maintains or is capable of generating summaries or reports comparing actual Project costs with Proposal estimates or budgets, Contractor shall provide Owner with a copy of such report upon Owner's request and whenever it is generated.
- B. Contractor shall maintain daily job reports recording all significant activity on the job, including the number of workers on Site, Work activities, problems encountered and delays. Contractor shall provide Owner with copies for each Day Contractor works on the Project, to be delivered to Owner either the same Day or the following morning before starting work at the Site. Contractor shall take monthly progress photographs of all areas of the Work. Contractor shall maintain copies of all correspondence with Subcontractors and records of meetings with Subcontractors.
- C. Owner shall have the right to audit and copy Contractor's books and records of any type, nature or description relating to the Project (including but not limited to financial records reflecting in any way costs claimed on the Project), and to inspect the Site, including Contractor's trailer, or other job Site office, and this requirement shall be contained in the subcontracts of Subcontractors working on Site. By way of example, Owner shall have the right to inspect and obtain copies of all Contract Documents, planning and design documents, proposal and negotiation documents, cost records and job cost variance reports, design modification proposals, value engineering or other cost reduction proposals, revisions made to the original design, job progress reports, photographs, and as-built drawings maintained by Contractor. Owner and any other applicable governmental entity shall have the right to inspect all information and documents maintained under this Article XI at any time during the Project and for a period of five (5) years following Final Completion. This right of inspection shall not relieve Contractor of its duties and obligations under the Contract Documents. This right of inspection shall be specifically enforceable in a court of law, either independently or in conjunction with enforcement of any other rights in the Contract Documents.
- D. Contractor shall maintain in a safe place at the Site one (1) record copy of all Drawings, Specifications, Addenda, Contract Modifications, Change Orders, Work Directives, Force Account orders, and written interpretations and clarifications in good order and annotated to show all changes made during construction. These Project Record Documents, together with all approved Samples and a counterpart of all approved Shop Drawings, shall be maintained and available to Owner for reference. Upon completion of the Work, Contractor shall deliver to Owner, the Project Record Documents, Samples and Shop Drawings and as-built drawings.

11.04. Contractor To Supply Sufficient Workers And Materials

- A. Unless otherwise required by Owner under the terms of Contract Documents, Contractor shall at all times keep on the Site materials and employ qualified workers sufficient to prosecute Work at a rate and in a sequence and manner necessary to complete Work within the Contract Time. This obligation shall remain in full force and effect notwithstanding disputes or claims of any type.
- B. At any time during progress of Work should Contractor directly or indirectly (through Subcontractors) refuse, neglect, or be unable to supply sufficient materials or employ qualified workers to prosecute the Work as required, then Owner may require Contractor to accelerate the Work and/or furnish additional qualified workers or materials as Owner may consider necessary, at no cost to Owner. If Contractor does not comply with the notice within three (3) Business Days of date of service thereof, Owner shall have the right (but not a duty) to provide materials and qualified workers to finish the Work or any affected portion of Work, as Owner may elect. Owner may, at its discretion, exclude Contractor from the Site, or portions of the Site or separate work elements during the time period that Owner exercises this right. Owner

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will deduct from monies due or which may thereafter become due under the Contract Documents, the sums necessary to meet expenses thereby incurred and paid to persons supplying materials and doing Work. Owner will deduct from funds or appropriations set aside for purposes of Contract Documents the amount of such payments and charge them to Contractor as if paid to Contractor. Contractor shall remain liable for resulting delay, including liquidated damages and indemnification of Owner from claims of others.

- C. Exercise by Owner of the rights conferred upon Owner in this subparagraph is entirely discretionary on the part of Owner. Owner shall have no duty or obligation to exercise the rights referred to in this subparagraph and its failure to exercise such rights shall not be deemed an approval of existing Work progress or a waiver or limitation of Owner's right to exercise such rights in other concurrent or future similar circumstances. (The rights conferred upon Owner under this subparagraph are, like all other such rights, cumulative to Owner's other rights under any provision of the Contract Documents.)

11.05. Contractor To Locate Underground Facilities

- A. During construction, Contractor shall comply with Government Code sections 4216 to 4216.9, and in particular section 4216.2 which provides, in part: "Except in an emergency, every person planning to conduct any excavation shall contact the appropriate regional notification center at least two (2) working days, but no more than fourteen (14) calendar days, prior to commencing that excavation, if the excavation will be conducted in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the excavator, and, if practical, the excavator shall delineate with white paint or other suitable markings the area to be excavated. The regional notification center shall provide an inquiry identification number to the person who contacts the center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation."
- B. Contractor shall contact USA (Underground Service Alert), and schedule the Work to allow ample time for the center to notify its members and, if necessary, for any member to field locate and mark its facilities. Contractor is charged with knowledge of all subsurface conditions reflected in USA records. Prior to commencing excavation or trenching work, Contractor shall provide Owner with copies of all USA records secured by Contractor. Contractor shall advise Owner of any conflict between information provided in Document 00 3020 (Geotechnical Data and Existing Conditions), the Drawings and that provided by USA records. Contractor's excavation shall be subject to and comply with the Contract Documents, including without limitation Articles II and VIII of this Document 00 7200.
- C. Contractor shall also investigate the existence of existing service laterals, appurtenances or other types of utilities, indicated by the presence of an underground transmission main or other visible facilities, such as buildings, new asphalt, meters and junction boxes, on or adjacent to the Site, even if not shown or indicated in Document 00 3020 (Geotechnical Data and Existing Conditions), the Drawings or that provided by USA records. Contractor shall immediately secure all such available information and notify Owner and the utility owner, in writing, of its discovery.

11.06. Contractor To Protect Underground Facilities

- A. At all times during construction, all operating Underground Facilities shall remain in operation, unless the Contract Documents expressly indicate otherwise. Contractor shall maintain such Underground Facilities in service where appropriate; shall repair any damage to them caused by the Work; and shall incorporate them into the Work, including reasonable adjustments to the design location (including minor relocations) of the existing or new installations. Contractor shall take immediate action to restore any in service installations damaged by Contractor's operations.
- B. Prior to performing Work at the Site, Contractor shall lay out the locations of Underground Facilities that are to remain in service and other significant known underground installations indicated by the Underground Facilities Data. Contractor shall further locate, by carefully

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excavating with small equipment, potholing and principally by hand, all such utilities or installations that are to remain and that are subject to damage. If additional utilities whose locations are unknown are discovered, Contractor shall immediately report to Owner for disposition of the same. Additional compensation or extension of time on account of utilities not shown or otherwise brought to Contractor's attention, including reasonable action taken to protect or repair damage, shall be determined as provided in this Document 00 7200.

- C. The cost of all of the following will be included in the Contract Sum and Contractor shall have full responsibility for (a) reviewing and checking all available information and data including, but not limited to, Document 00 3020 (Geotechnical Data and Existing Conditions) and information on file at USA; (b) locating all Underground Facilities shown or indicated in the Contract Documents, available information, or indicated by visual observation including, but not limited to, and by way of example only, engaging qualified locating services and all necessary backhoeing and potholing; (c) coordination of the Work with the owners of such Underground Facilities during construction; and (d) the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

11.07. Contractor To Not Disrupt Owner Operation

- A. Contractor shall schedule and execute all Work in a manner that does not interfere with or disrupt Owner operations, including but not limited to, parking, utilities (electricity, gas, water), noise, access by employees and administration, access by vendors, physicians, patients and any other person or entity using Owner facilities or doing business with Owner. Contractor shall produce and supply coordination plans and requests to Owner, following Owner procedures, for all necessary interference of construction with Owner, which Owner will reasonably cooperate with, as further described in Document 01 1000 (Summary of Work).

ARTICLE XII – DISPUTE RESOLUTION / CLAIMS BY CONTRACTOR

12.01 GENERAL

- A. Compliance with the Dispute Resolution procedures provided for herein is a condition precedent to filing a Claim.
- B. The parties may modify this Article and the procedures proscribed herein by written executed by both parties. Owner's execution of any agreement to modify this Article XII is void unless approved in writing by County Counsel as to form and legality.
- C. Each party shall bear their own costs of any kind or nature, including but not limited to attorneys' fees, incurred in relation to the Dispute Resolution. Contractor's costs incurred in seeking relief for Disputes and Claims are not recoverable from Owner.
- D. CALCULATION OF ALL MONETARY AMOUNTS RELATING TO ALL DISPUTES AND CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS MADE UNDER PUBLIC CONTRACT CODE 9204) SHALL BE DONE IN THE SAME MANNER AS CHANGE ORDERS PER SECTION 01 26 00 (CONTRACT MODIFICATION PROCEDURES). NO SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES MAY BE CLAIMED, REQUESTED, OR RECOVERED BY CONTRACTOR OR BY ANY SUBCONTRACTOR OF ANY TIER. CONTRACTOR AND ANY SUBCONTRACTORS OF ANY TIER SHALL BE LIMITED IN RECOVERY ON CLAIMS TO THE CHANGE ORDER CALCULATIONS SET FORTH IN DOCUMENT 01 2600. CONTRACTOR MAY MAKE NO CLAIM FOR ATTORNEYS FEES UNDER ANY CIRCUMSTANCE FOR ANY DISPUTE, CLAIM, OR LITIGATION RELATED IN ANY WAY TO THE WORK OR THE CONTRACT DOCUMENTS.

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- E. Duty to Work During Disputes and Claims. Notwithstanding any Dispute or Claim of any kind or value whatsoever, Contractor shall continue to prosecute the Work, including any disputed Work, in accordance with the determinations of Owner. Contractor's sole remedy for disputes is compliance with the provisions of this Article XII and follow the determinations of Owner. In no event shall Contractor threaten to, or discontinue Work, due to any Dispute, Claim, or other controversy of any nature.
- F. The provisions of this Article XII shall survive termination, breach or completion of the Contract Documents.

12.02 DISPUTE RESOLUTION PROCESS

12.02.01 Identifying, Presenting and Documenting a Dispute

- A. "Dispute" means an alleged act, error, or omission of Owner, its agents or employees, or action, condition, or other situation that has occurred that Contractor alleges may entitle it to an adjustment of the Contract Price or Contract Time and which, in Contractor's opinion, is beyond the scope of the Contractor's Work required by the Contract Documents, and that Contractor asserts or believes it may assert is the responsibility of Owner. The term "Dispute" is intended to be construed broadly and include disagreements of all types.
- B. Contractor's Initial and Continuing Duty of Notification.
 - 1. Timely Notice of Dispute Required. Every Dispute shall be stated with specificity in writing and signed under penalty of perjury and presented to the Owner's Project Manager in a "Notice of Dispute" within ten (10) Days from the date Contractor discovers or reasonably should discover the Dispute. Contractor shall provide this Notice of Dispute even if Contractor has not yet been damaged, delayed, or incurred extra cost when Contractor discovers, or reasonably should discover, the alleged act, error, omission, condition or situation giving rise to the Dispute.
 - 2. The Notice of Dispute shall be accompanied by all Documents substantiating Contractor's position regarding the Dispute and shall:
 - a. summarize the Dispute, including underlying facts, entitlement, schedule analysis, and quantum calculations;
 - b. identify all issues, events, conditions, circumstances, and/or causes giving rise to the Dispute;
 - c. provide a chronology of relevant events to date and correspondence;
 - d. analysis of Dispute merit;
 - e. if Contractor seeks money in connection with the Dispute, provide an analysis of Dispute cost and all supporting Documentation of costs and any other damages claimed including but not limited to any supporting cost documents required in this Article and elsewhere in the Contract Documents including but not limited to Document 01 26 00;

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- i. Dispute costs shall be calculated in the same manner as Change Orders per Document 01 2600 and shall not include items prohibited by the Contract Documents including items set forth in this Article XII, 12.01, subsection (D)

- f. if Contractor asserts an effect on schedule Milestones and/or Contract Time, include all pertinent scheduling data demonstrating the impact(s) on the Critical Path(s), Milestone(s), and or Contract Time in the Dispute, as well as, all schedules and schedule analyses required by the Contract Documents, including but not limited to Document 01 32 00 and Document 01 26 00, to justify time extension(s) if being requested by Contractor;

- g. for each item of Dispute, Contractor shall establish a direct causal link between the separate item of cost/time requested, the separate Notice of Dispute timely issued, and the specific changed work asserted – total cost claims shall not be allowed;

- h. identify all pertinent dates and/or durations and all actual and/or anticipated effects on the Contract Price, Milestones, and/or Contract Time adjustments;

- i. provide all documentation relating to the Dispute including but not limited to Specifications, Drawings, clarifications/RFIs, schedules, notices, communications, photographs (including digital photographic documentation where in the possession of or available to Contractor or any of its subcontractors of any tier), and any other pertinent materials related to the dispute;

- j. identify and provide Owner with contact information for all involved and/or impacted Contractor employees, subcontractors, suppliers of any tier, vendors, and suppliers, as well as, any correspondence or other communications between any of the foregoing, to facilitate the Owner’s review of the Notice of Dispute; Contractor shall ensure Owner’s prompt access to these persons, entities, and communications so that Owner may review any facts, assertions, and/or circumstances related to the Notice of Dispute and evaluate the Notice of Dispute to Owner’s satisfaction;

- k. a detailed cost breakdown of the amounts the Contractor is seeking, including actual cost records demonstrating that those costs have actually been incurred;
 - i. To the extent costs have not been incurred at the time the Dispute is submitted, actual cost records must be submitted on a current and ongoing basis not less than once a week during any period costs are allegedly incurred. A cost record will be considered current if submitted within seven (7) days of the date the cost reflected in the record is allegedly incurred.

 - ii. At the direction, and in the discretion, of Owner, the alleged extra costs may be subject to further verification procedures, including but not limited to through Owner’s inspector daily verification of the performance of alleged work.

- l. If the Dispute involves an alleged error or omission in the Contract Documents:

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- i. an affirmative representation under penalty of perjury by Contractor and any affected subcontractors and suppliers that the alleged error or omission was not discovered prior to submitting a proposal for the Work; and
 - ii. a detailed statement demonstrating how the alleged error or omission was not discovered and how the error or omission could reasonably not have been discovered.
 3. **Dispute Updates Required.** If the unresolved Dispute or Claim persists longer than a single calendar month from the Notice of Dispute, then on the first day of each month until the Dispute is resolved, and any Work allegedly ascribed to the Dispute ceases, Contractor shall submit to Owner a Document titled “Dispute Update” that shall update and quantify all elements of the Dispute as completely as possible. Contractor’s failure to submit a Dispute Update or to quantify costs every month shall result in waiver of the Dispute for that month-long period. Dispute Updates stating or indicating that damages, total damages (direct and indirect), schedule impact, and/or time extension will be determined at a later date shall not comply with this subparagraph and shall result in Contractor waiving its claim(s) of damage(s) any kind or nature during the period covered by the noncompliant Dispute Update.
 4. **Dispute Log Required.** Contractor shall maintain a continuing “Dispute Log” that shall list all outstanding Disputes and their value and status, and provide such log to Owner monthly as a condition of its monthly payment application when such is due. Such log shall be deemed Contractor’s representation of all Disputes then outstanding. Any Dispute that Contractor fails to include on the Dispute Log shall be deemed either waived and/or abandoned.
- C. The parties agree that failure to include as part of a Notice of Dispute all relevant supporting available documentation and materials shall constitute agreement that the Work lies within the scope of the Contract Documents and shall be a total waiver, release, discharge, and relinquishment of any right to assert, request or demand any entitlement to adjustment of the Contract Time or Price. Contractor waives the right to assert, request, or demand any entitlement to an adjustment of the Contract Time or Price based on documentation that was available to Contractor at the time the Notice of Dispute was submitted but not provided until a later Dispute Update.
- D. A timely Notice of Dispute, and compliance with the procedures applicable to a Notice of Dispute, is a condition precedent to Contractor seeking any further relief, including filing a Claim. The parties expressly agree that the dispute resolution procedures and requirements provided herein, as prescribed by Owner, constitute reasonable change order, claim, and dispute resolution procedures and requirements that do not conflict with or otherwise impair the timeframes and procedures set forth in California Public Contract Code 9204.
- E. Before commencing any work subject to a Dispute, Contractor shall provide to Owner a preliminary cost and time proposal containing a good faith preliminary estimate of the labor (workers, crews), equipment and/or materials involved, and a corresponding good faith preliminary estimate of cost and time impact. If Contractor proceeds with the disputed work without first having given notice and a preliminary cost proposal with sufficient time for Owner to review and determine whether to authorize the Work, Contractor shall be deemed to have waived its right to Dispute or Claim compensation for such Work.

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12.02.02 Review of Notice of Dispute

- A. After receipt of a Notice of Dispute meeting all requirements of Article XII, 12.02.01, Owner will review the Notice of Dispute and may issue a written decision (“Decision on Dispute”) to Contractor within thirty (30) Days from the date the Notice of Dispute and all supporting documentation are received by Owner. Owner may extend the time to issue a Decision on Dispute thirty (30) additional Days for cause or convenience within its sole discretion. Owner may require meetings with Contractor, subcontractors of any tier, or any other party before issuing its decision. Neither Contractor, subcontractors of any tier, nor any other party shall be entitled to any costs incurred in meeting regarding any Notice of Dispute.
- B. If Owner does not issue a Decision on Dispute within the initial or extended time set forth in 12.02.02, subsection (A), then Owner will be deemed to have rejected the Dispute in its entirety, and if Contractor intends to seek additional relief regarding the unresolved issues, Contractor shall proceed with the Claims procedure below.
- C. If the Owner’s Decision on Dispute completely resolves the Dispute, the Owner will prepare and process a Change Order, if applicable, or proceed in accordance with the resolution.
- D. If the Owner’s Decision on Dispute provides that the Owner rejects the Dispute in whole or in part and the Contractor intends to seek additional relief regarding the unresolved issues of the Dispute, the Contractor shall proceed with the Claims procedure below.
- E. Contractor shall require each Subcontractor (including any sub-Subcontractor) to comply with the Disputes procedure set forth in this Article XII and any other relevant procedures required by the Contract Documents and to provide Contractor with timely notice and documentation of all Disputes. Contractor shall present as its claims all Subcontractor, sub-Subcontractor and supplier claims of any type, and prove them under the terms of the Contract Documents. Owner shall not be directly liable to any Subcontractor, any supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages or extra costs of any type arising out of or resulting from the Project. Under no circumstances shall any Subcontractor of any tier or any supplier make any direct claim against Owner. If Contractor asserts or intends to assert “pass through” Disputes of Subcontractors, then Contractor shall provide all documentation, including documentation of liquidating agreements, supporting such Disputes.

12.03 CLAIMS PROCEDURE (IN COMPLIANCE WITH PUBLIC CONTRACT CODE 9204)

- A. “Claim” refers to “claim” as defined in Public Contract Code section 9204.
- B. Every Claim shall be stated with specificity in writing and signed under penalty of perjury and presented to the Owner’s Project Manager within ten (10) calendar days from the Decision on Dispute.
- C. It is the intent of this Article XII that all Claims filed after the Decision on Dispute shall comply with Public Contract Code Section 9204.
- D. Individual unresolved Disputes may be aggregated into one or more Claim(s).

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- E. In the following paragraphs the term “section” shall refer to this Article XII, 12.03; the term “public entity” shall mean Owner.
1. Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.
 2. If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.
 3. If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.
 4. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.
 5. For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
 6. Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code section 20104.4 to mediate after litigation has been commenced.

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7. Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.
8. Amounts not paid in a timely manner as required by Public Contract Code section 9204 shall bear interest at 7 percent per annum.
9. Contractor shall present as its claims all Subcontractor, sub-Subcontractor and supplier claims of any type, and prove them under the terms of the Contract Documents. Owner shall not be directly liable to any Subcontractor, any supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages or extra costs of any type arising out of or resulting from the Project. Under no circumstances shall any Subcontractor of any tier or any supplier make any direct claim against Owner. If Contractor asserts or intends to assert "pass through" Disputes of Subcontractors, then Contractor shall provide all documentation, including documentation of liquidating agreements, supporting such Disputes.
10. Claim Documentation. The claim shall be accompanied by all Documents substantiating Contractor's position regarding the Claim and shall:
 - a. summarize the Claim, including underlying facts, entitlement, schedule analysis, and quantum calculations;
 - b. identify all issues, events, conditions, circumstances, and/or causes giving rise to the Claim;
 - c. provide a chronology of relevant events to date and correspondence;
 - d. analysis of Claim merit;
 - e. if Contractor seeks money in connection with the Claim, provide an analysis of Dispute cost and all supporting documentation of costs and any other damages claimed including but not limited to any supporting cost documents required in this Article and elsewhere in the Contract Documents including but not limited to Document 01 26 00;
 - i. Claim costs shall be calculated in the same manner as Change Orders per Document 01 2600 and shall not include items prohibited by the Contract Documents including items set forth in this Article XII, 12.01, subsection (D)
 - f. if Contractor asserts an effect on schedule Milestones and/or Contract Time, include all pertinent scheduling data demonstrating the impact(s) on the Critical Path(s), Milestone(s), and or Contract Time in the Claim, as well as, all schedules and schedule analyses required by the Contract Documents, including but not limited to Document 01 32 00 and Document 01 26 00, to justify time extension(s) if being requested by Contractor;

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- g. for each item of the Claim, Contractor shall establish a direct causal link between the separate item of cost/time requested, the separate Claim timely issued, and the specific changed work asserted – total cost Claims shall not be allowed;
 - h. identify all pertinent dates and/or durations and all actual and/or anticipated effects on the Contract Price, Milestones, and/or Contract Time adjustments;
 - i. provide all documentation relating to the Claim including but not limited to Specifications, Drawings, clarifications/RFIs, schedules, notices, communications, photographs (including digital photographic documentation where in the possession of or available to Contractor or any of its subcontractors of any tier), and any other pertinent materials related to the dispute;
 - j. identify and provide Owner with contact information for all involved and/or impacted Contractor employees, subcontractors, suppliers of any tier, vendors, and suppliers, as well as, any correspondence or other communications between any of the foregoing, to facilitate the Owner’s review of the Claim; Contractor shall ensure Owner’s prompt access to these persons, entities, and communications so that Owner may review any facts, assertions, and/or circumstances related to the Claim and evaluate the Claim to Owner’s satisfaction;
 - k. a detailed cost breakdown of the amounts the Contractor is seeking, including actual cost records demonstrating that those costs have actually been incurred;
 - i. To the extent costs have not been incurred at the time the Claim is submitted, actual cost records must be submitted on a current and ongoing basis not less than once a week during any period costs are allegedly incurred. A cost record will be considered current if submitted within seven (7) days of the date the cost reflected in the record is allegedly incurred.
 - ii. At the direction, and in the discretion, of Owner, the alleged extra costs may be subject to further verification procedures, including but not limited to through Owner’s inspector daily verification of the performance of alleged work.
 - l. If the Claim involves an alleged error or omission in the Contract Documents:
 - i. an affirmative representation under penalty of perjury by Contractor and any affected subcontractors and suppliers that the alleged error or omission was not discovered prior to submitting a proposal for the Work; and
 - ii. a detailed statement demonstrating how the alleged error or omission was not discovered and how the error or omission could reasonably not have been discovered.
11. The parties agree that failure to include as part of a Claim all relevant supporting available documentation and materials shall constitute agreement that the Work lies within the scope of the Contract Documents and shall be a total waiver, release, discharge, and relinquishment of any right to assert, request or demand any entitlement to adjustment of the

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Contract Time or Price. Contractor waives the right to assert, request, or demand any entitlement to an adjustment of the Contract Time or Price based on documentation that was available to Contractor at the time the Claim was submitted but not provided until a later Update.

12. Claim Updates Required. If the unresolved Claim persists longer than a single calendar month from the filing of the Claim, then on the first day of each month until the Claim is resolved, and any Work allegedly ascribed to the Claim ceases, Contractor shall submit to Owner a Document titled "Claim Update" that shall update and quantify all elements of the Dispute as completely as possible. Contractor's failure to submit a Claim Update or to quantify costs every month shall result in waiver of the Claim for that month-long period. Claim Updates stating or indicating that damages, total damages (direct and indirect), schedule impact, and/or time extension will be determined at a later date shall not comply with this subparagraph and shall result in Contractor waiving its claim(s) of damage(s) any kind or nature during the period covered by the noncompliant Claim Update.
13. Claim Log Required. Contractor shall maintain a continuing "Claim Log" that shall list all outstanding Claims and their value and status, and provide such log to Owner monthly as a condition of its monthly payment application when such is due. Such log shall be deemed Contractor's representation of all Claims then outstanding. Any Claim that Contractor fails to include on the Claim Log shall be deemed either waived and/or abandoned.
14. Each party shall bear their own costs of any kind or nature, including but not limited to attorneys' fees, incurred in relation to the filing or otherwise seeking relief for a Claim made pursuant to Public Contract Code section 9204. The parties expressly agree that the claims procedures and requirements provided herein, as prescribed by Owner, constitute reasonable change order, claim, and dispute resolution procedures and requirements that do not conflict with or otherwise impair the timeframes and procedures set forth in Public Contract Code 9204.

12.04 INTERPRETATION AND EXECUTION

- A. Timely compliance with the procedures in this Article XII for (1) Notice of Dispute and (2) Claim, constitutes a mandatory administrative remedy that Contractor must diligently pursue and exhaust. Failure to timely pursue any administrative remedy shall be deemed a waiver of additional proceedings including legal action. Compliance is mandatory and is a precondition to Contractor's right to bring a legal action against Owner.
- B. This Article XII shall not be interpreted to supersede or limit any and all Contract notification procedures, procedures within the Contract Documents for administration of the Work, including but not limited to, procedures regarding changes to the Contract Documents, changes from conditions indicated in the Contract Documents, changes in the Contract Times, liquidated damages, differing site conditions and utility conflicts, testing and inspections, quality control completion and close out of the Contract. Rather, Contractor shall diligently pursue and comply with all such contract procedures.
- C. Notwithstanding the pendency of contract administration procedures or disputes procedures set forth herein, Contractor shall at all times prosecute the Work in accordance with the Contract Documents as determined and directed by Owner. Contractor's sole and exclusive remedy for Disputes and Claims shall be the procedures of this Article XII.

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- D. In any dispute resolution proceeding arising from the Contract Documents, including formal or informal proceedings for resolution of Disputes and/or Claims, the disputes shall be resolved by looking first to the terms of the Contract Documents. Only when the answer to the Dispute and/or Claim is not found in the Contract Documents, may the dispute be answered by reference to the more general prevailing laws. It is the intent of this provision to formalize the right of the parties, at all times, to rely on the terms of the Contract Documents.
- E. Contractor shall consult with its own legal counsel regarding the requirements of the California Government Code and the California Public Contract Code and shall not request or purport to rely on legal interpretations from the Owner regarding these codes.
- F. The time requirements set forth in this Document are subject to extension, in Owner's sole discretion. No other feature or requirement of the Disputes and Claims procedures herein (and its Disputes and Claims waiver feature), may be waived or altered absent a written Change Order signed by both parties and approved as to form and legality by the Office of the County Counsel and as to form by legal counsel for the Contractor.
 - 1. All Contractor requests for an extension of time shall be made in advance of time periods expiring. If Contractor requests an extension of the time period to file the Notice of Dispute, then Contractor's written request must include Contractor's certification that Contractor has complied with all notification procedures under the contract that may apply (e.g., differing site conditions, time extension, change order requests), pursuant to which Contractor will provide Owner with contemporaneous notification of the work and cost that is equivalent to or exceeds the information required under this Article XII. Owner may not grant an extension without this certification.
- G. Under no circumstances may the procedures set forth in this Article XII be interpreted, modified, or viewed to permit claims, potential claims, change order requests, or change orders for Work subject to a Dispute or Claim that has been performed, covered up, or otherwise become unavailable for reasonable contemporaneous verification by Owner.

12.05 SETTLEMENT EFFORTS AND MEDIATION

- A. Mediation hereunder shall be subject to all confidentiality requirements of the California Evidence Code and mediation and settlement efforts shall be and remain confidential.
- B. Any mediators appointed hereunder to mediate a Claim shall be limited in their scope to the Claim for which mediation is demanded.
- C. Owner shall not be deemed to waive or alter any provision under this Article XII, if at Owner's sole discretion, a Claim is administered in a manner not in accord with this Article XII. Under no circumstance may settlement negotiations or actions taken towards settlement of disputes or claims by either party be asserted as a waiver or impairment of rights, duties or obligations under the Contract Documents, including without limitation, the requirements of this Article XII. Owner may at all times assert and enforce all terms of this Article XII, notwithstanding previous practice or any unwritten agreement.

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12.06 RESOLUTION OF CONTRACT CLAIMS

- A. Upon failure of mediation under Public Contract Code Section 9204 or other statutory authority, in the Owner's sole discretion, the parties shall use the Judicial Reference procedure as set forth below.
- B. The referee shall be a retired California state court judge. The parties shall not seek to appoint a referee that may be disqualified pursuant to California Code of Civil Procedure Section 641 or 641.2 without the prior written consent of both parties.
- C. If the Parties are unable to agree to a referee within ten (10) calendar days, then the referee will be selected by the court in accordance with California Code of Civil Procedure Section 640(b).
- D. The referee shall conduct the proceedings in accordance with the California Code of Civil Procedure, the State of California Rules of Court, and California Evidence Code, except as specifically agreed to by the Parties and approved by the referee.
- E. The referee's decision shall be decided under and in accordance with the law of the State of California, supported by substantial evidence and, in writing, contain the basis for the decision, findings of fact, and conclusions of law.
- F. The decision of the referee shall be entered as a judgment in the court in accordance with the provisions of the California Code of Civil Procedure Sections 644 and 645. The decision of the referee shall be appealable to the same extent and in the same manner that such decision would be appealable if rendered by a judge of the superior court.
- G. Costs of conducting Judicial Reference Proceeding. The cost of conducting a judicial reference proceeding shall be borne equally by the parties. The filing fee, witness fees, costs of discovery, or any other cost necessarily incurred by one party shall not be shared by any other party, except that the referee may allow the prevailing party to recover its costs and necessary disbursements, except attorneys' fees, on the same basis as is allowed in civil actions. These costs shall be taxed as in civil actions.
- H. No party to this Agreement may recover its attorneys' fees from the other.

ARTICLE XIII – LEGAL AND MISCELLANEOUS

13.01. Laws And Regulations

- A. Contractor shall keep fully informed of and shall comply with all laws, ordinances, regulations and orders of any properly constituted authority affecting the Contract Documents, Work and persons connected with Work, and shall, to the greatest extent permitted by law, protect and indemnify Owner and its officers, employees, consultants and agents against any claim or liability, including attorney's fees, arising from or based on violation of law, ordinance, regulation or order, whether by Contractor or by Subcontractors, employees or agents. Authorized persons may at any time enter upon any part of Work to ascertain compliance of all applicable laws, ordinances, regulations and orders.
- B. Whenever Drawings and Specifications require larger sizes or higher standards than are required by any applicable law, ordinance, regulation or order, Drawings and Specifications shall govern. Whenever Drawings and Specifications require something that will violate such

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laws, ordinances, regulations or orders, then such laws, ordinances, regulations or orders shall govern.

- C. Contractor shall comply with applicable portions of Title 8 (Industrial Relations), Title 19 (Public Safety), Title 22 (Social Security, Division of Health) and Title 24 (California Building Standards Code), California Code of Regulations (Uniform Building Code) (most recent edition), Public Contract Code. Whenever Contract Documents require larger sizes or higher standards than are required by any applicable law, ordinance, regulation or order, Contract Documents shall govern. Whenever Contract Documents require something that will violate such laws, ordinances, regulations or orders, then such laws, ordinances, regulations or orders shall govern.
- D. Contractor shall maintain in the Project Office a current copy of Title 19 and Title 24 of the California Code of Regulations at all times during construction.

13.02. Permits And Taxes

- A. Owner shall procure building permit. Contractor shall procure all other permits and licenses applicable to the Work (including environmental matters to the extent applicable), pay all charges and fees, including fees for street opening permits, comply with, implement and acknowledge effectiveness of all permits, initiate and cooperate in securing all required notifications or approvals therefore, and give all notices necessary and incident to due and lawful prosecution of Work, unless otherwise provided herein. Contractor shall pay all sales and/or use taxes levied on materials, supplies, or equipment purchased and used on or incorporated into Work, and all other taxes properly assessed against equipment or other property used in connection with Work, without any increase in the Contract Sum. Contractor shall make necessary arrangements with proper authorities having jurisdiction over roads, streets, pipelines, navigable waterways, railroads, and other works in advance of operations, even where Owner may have already obtained permits for the Work.

13.03. Suspension Of Work

- A. Owner may, without cause, order Contractor in writing to suspend, delay or interrupt Work in whole or in part for such period of time as Owner may determine. An adjustment shall be made for increases in cost of performance of Work of the Contract Documents caused by any such suspension, delay or interruption, calculated using the measures set forth in Document 01 2600 (Contract Modification Procedures). No adjustment shall be made to extent that:
 - 1. Performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible; or
 - 2. An equitable adjustment is made or denied under any other provision of Contract Documents; or
 - 3. The suspension of Work was the direct or indirect result of Contractor's failure to perform any of its obligations hereunder. Adjustments made in cost of performance may have a mutually agreed fixed or percentage fee; if the parties cannot agree, Contractor may file a claim under Article XII of this Document 00 7200.

13.04. Termination Of Contract For Cause

- A. Owner may declare Contractor in default of Contract Documents and Owner may terminate Contractor's right to proceed under the Contract Documents for cause:
 - 1. Should Contractor make an assignment for the benefit of creditors; admit in writing its inability to pay its debts as they become due; file a voluntary petition in bankruptcy; be adjudged a bankrupt or insolvent; be the subject of an involuntary petition in bankruptcy which is not dismissed within sixty (60) Days; file a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation; file any answer admitting or not contesting the material allegations of a petition filed against Contractor in any such proceeding; or seek, consent to, or acquiesce in, the appointment of any trustee, receiver,

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- custodian or liquidator of Contractor or of all or any substantial part of its properties or if Contractor, its directors or shareholders, take action to dissolve or liquidate Contractor; or
2. Should Contractor commit a material breach of the Contract Documents. If Owner declares Contractor in default due to material breach, however, Owner must allow Contractor an opportunity to cure such breach within ten (10) Days of the date of notice from Owner to Contractor providing notice of the default; or, if such breach is curable but not curable within such ten-Day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Contractor to avail itself of a time period in excess of ten (10) Days, Contractor must provide Owner within the ten-Day period with a written plan [“cure plan”] acceptable to Owner to cure said breach which includes, for example, evidence of necessary resources, actual Subcontractor commitments, actual labor commitments, schedules and recovery schedules meeting Contract Document requirements and showing a realistic and achievable plan to cure the breach. Contractor must then diligently commence and continue such cure according to the written cure plan); or
 3. Should Contractor violate or allow (by a Subcontractor or other person or entity for which Contractor is responsible) a violation of any valid law, statute, regulation, rule, ordinance, permit, license or order of any governmental agency applicable to the Project or Work and does not cure (or cause to be cured) such violation within ten (10) Days of the date of the notice from Owner to Contractor demanding such cure; or, if such violation is curable but not curable within such ten-Day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Contractor to avail itself of a time period in excess of ten (10) Days, Contractor shall provide Owner within the ten-Day period with a written plan to cure said violation acceptable to Owner, and then diligently commence and continue performance of such cure according to the written plan.)
- B. If Owner at any time reasonably believes that Contractor is or may be in default under the Contract Documents as provided above, then Owner may in its sole discretion notify Contractor of this fact and request written assurances from Contractor of performance of Contract Documents and a written plan from Contractor to remedy any default under the terms of Contract Documents which Owner may advise Contractor of in writing. Contractor shall, within 10 Days of Owner’s request, deliver a written cure plan which meets the requirements of the written cure plan deliverable defined above. Failure of Contractor to provide such written assurances of performance and the required written cure plan, within ten Days of request, will constitute a material breach of Contract Documents sufficient to justify termination for cause.
- C. In event of termination for cause, Owner will immediately serve written notice thereof upon Surety and Contractor. Surety shall have the rights and obligations set forth in Document 00 6113.12 (Construction Performance Bond). Subject to the Surety’s rights under the Performance Bond (which rights are waived upon a default thereunder), Owner may take over the Work and prosecute it to completion by contract or by any other methods it may deem advisable.
- D. In the event of termination for cause:
1. Owner will compensate Contractor for the value of the Work delivered to Owner upon termination as determined in accordance with the Contract Documents, subject to all rights of offset and back charges, and provided that Contractor provides Owner with updated as-builts and Project Record Documents showing the Work performed up to the date of termination. However, Owner will not compensate Contractor for its costs in terminating the Work or any cancellation charges owed to third parties.
 2. Contractor shall deliver to Owner possession of the Work in its then condition including, but not limited to, all designs, architectural and engineering, Project records, Project Record Documents, cost data of all types, Drawings and Specifications and contracts with vendors and Subcontractors, all other documentation associated with the Project, and all construction supplies and aids dedicated solely to performing the Work which, in the normal course of construction, would be consumed or only have salvage value at the end of the construction period, and all other materials and products procured/produced as part of, or acquired in connection with performance of Work before termination. Contractor shall

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remain fully liable for the failure of any Work completed and materials and equipment provided through the date of such termination to comply with the provisions of the Contract Documents. The provisions of this subparagraph shall not be interpreted to diminish any right which Owner may have to claim and recover damages for any breach of Contract Documents or otherwise, but rather, Contractor shall compensate Owner for all loss, cost, damage, expense, and/or liability suffered by Owner as a result of such termination and failure to comply with Contract Documents.

3. Owner's rights under this subparagraph shall be specifically enforceable to the greatest extent permitted by law. Owner shall, to the extent applicable, have all other rights and remedies set forth in any Request for Proposal Document.
- E. Owner may terminate portions or parts of the Work for cause, provided these portions or parts (1) have separate geographic areas from parts or portions of the Work not terminated or (2) are limited to the work of one or more specific trades or Subcontractors. In such case, Contractor shall cooperate with a completing contractor as required under Article VI of this Document 00 7200.
- F. In the event a termination for cause is later determined to have been made wrongfully or without cause, then Contractor shall have no greater rights than if a termination for convenience had been effected (to include, as appropriate, the recovery rights specified therefore.) Any Contractor claim arising out of a termination for cause, however, shall be made in accordance with Article XII of this Document 00 7200. No other loss cost, damage, expense or liability may be claimed, requested or recovered by Contractor.

13.05. Termination Of Contract For Convenience

- A. Owner may terminate for convenience the performance of the Work under the Contract Documents in accordance with this clause in whole, or from time to time in part, whenever Owner shall determine that termination is in Owner's best interest. Termination for convenience may only be effected by Owner delivering to Contractor a written "Notice of Termination for Convenience", specifying the extent to which performance of the Work under the Contract Documents is terminated and the effective date of the termination.
- B. After receiving a notice of termination for convenience under this subparagraph, and except as otherwise directed by Owner, Contractor shall:
 1. Stop Work under the Contract Documents on date and to extent specified in notice of termination for convenience;
 2. Place no further orders or subcontracts for materials, services, or facilities except as necessary to complete portion of Work under the Contract Documents which is not terminated;
 3. Terminate all orders and subcontracts to extent that they relate to performance of Work terminated by the notice of termination;
 4. Assign to Owner in manner, at times, and to extent directed by Owner, all right, title, and interest of Contractor under orders and subcontracts so terminated. Owner shall have the right, in its sole discretion, to settle or pay any or all claims arising out of termination of orders and subcontracts;
 5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with approval or ratification of Owner to extent Owner may require. Owner's approval or ratification shall be final for purposes of this subparagraph;
 6. Transfer title to Owner, and deliver in the manner, at the times, and to the extent, if any, directed by Owner, all fabricated or unfabricated parts, Work in process, completed Work, supplies, and all other material produced as part of, or acquired in connection with performance of, Work terminated by the notice of termination, and completed or partially completed drawings, drawings, specifications, information, and other property which, if the Project had been completed, would have been required to be furnished to Owner;
 7. Use its best efforts to sell, in manner, at times, to extent, and at price or prices that Owner directs or authorizes, any property of types referred to in this subparagraph, but Contractor shall not be required to extend credit to any purchaser, and may acquire any such property

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- under conditions prescribed and at price or prices approved by Owner. Proceeds of transfer or disposition shall be applied to reduce payments to be made by Owner to Contractor under the Contract Documents or shall otherwise be credited to the price or cost of Work covered by Contract Documents or paid in such other manner as Owner may direct;
8. Complete performance of the part of the Work which was not terminated by the notice of termination; and
 9. Take such action as may be necessary, or as Owner may direct, to protect and preserve all property related to Contract Documents which is in Contractor's possession and in which Owner has or may acquire interest.
- C. After receipt of a notice of termination for convenience, Contractor shall submit to Owner its termination for convenience claim, in form and with all certifications required by Article XII of this Document 00 7200. Contractor's termination for convenience claim shall be submitted promptly, but in no event later than six (6) months from effective date of the termination. Contractor and Owner may agree upon the whole or part of the amount or amounts to be paid to Contractor because of a total or partial termination of Work under this subparagraph. If Contractor and Owner fail to agree on the whole amount to be paid to Contractor because of the termination of the Work under this subparagraph, Owner's total liability to Contractor by reason of the termination shall be the total (without duplication of any items) of:
1. The reasonable cost to Contractor, without profit, for all Work performed prior to the effective date of the termination, including Work done to secure the Project for termination. Reasonable cost may not exceed the applicable percentage completion values derived from the progress schedule and the schedule of values. Deductions shall be made for cost of materials to be retained by Contractor, cost of Work defectively performed, amounts realized by sale of materials, and for other appropriate credits against cost of Work. Reasonable cost will include reasonable allowance for Project overhead and general administrative overhead not to exceed a total of ten percent (10%) of direct costs of such Work. When, in Owner's opinion, the cost of any item of Work is excessively high due to costs incurred to remedy or replace defective or rejected Work, reasonable cost to be allowed will be the estimated reasonable cost of performing the Work in compliance with requirements of Contract Documents and excessive actual cost shall be disallowed.
 2. A reasonable allowance for profit on actual and allowable cost of Work performed as determined in this subparagraph, provided that Contractor establishes to Owner's satisfaction that Contractor would have made a profit had the Project been completed, and provided further that the profit allowed shall not exceed 5 percent (5%) of cost.
 3. Reasonable costs to Contractor of handling material returned to vendors, delivered to Owner or otherwise disposed of as directed by Owner.
 4. A reasonable allowance for Contractor's internal administrative costs in preparing termination claim.
 5. Except as provided in this subparagraph, Owner shall not be liable for costs incurred by Contractor or Subcontractors after receipt of a notice of termination. Such non-recoverable costs include, but are not limited to, anticipated profits on Work not performed as of the date of termination, post-termination employee salaries, post-termination general administrative expenses, post-termination overhead or unabsorbed overhead, costs of preparing and submitting Contractor's Proposal, attorney's fees of any type, and all costs relating to prosecution of claim or lawsuit.
 6. Owner shall have no obligation to pay Contractor under this subparagraph unless and until Contractor provides Owner with updated and acceptable as-builts and Project Record Documents for Work completed prior to termination.
- D. In arriving at the amount due Contractor under this clause, there shall be deducted in whole (or in the appropriate part[s] if the termination is partial):
1. All unliquidated advances or other payments on account previously made to Contractor, including without limitation all payments applicable to the terminated portion of Contract Documents;

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2. Any claim which Owner may have against Contractor in connection with Contract Documents; and
3. The agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by Contractor or sold under provisions of this subparagraph, and not otherwise recovered by or credited to Owner.

13.06. Contingent Assignment Of Subcontracts

- A. Contractor hereby assigns to Owner each Subcontract for a portion of the Work, provided that:
 1. The assignment is effective only after Owner's termination of Contractor's right to proceed under the Contract Documents (or portion thereof relating to that Subcontract) pursuant to the termination for cause subparagraphs herein.
 2. The Assignment is effective only for the Subcontracts which Owner expressly accepts by notifying the Subcontractor in writing;
 3. The assignment is subject to the prior rights, if any, of the Surety, obligated by Document 00 6113.12 (Construction Performance Bond) provided under the Contract Documents, where the Surety exercises its rights to complete the Contract;
 4. After the effectiveness of an assignment, Contractor shall, at its sole cost and expense, sign all instruments and take all actions reasonably requested by Owner to evidence and confirm the effectiveness of the assignment in Owner; and
 5. Nothing in this subparagraph shall modify or limit any of Contractor's obligations to Owner arising from acts or omissions occurring before the effectiveness of any Subcontract assignment, including but not limited to all defense, indemnity and hold-harmless obligations arising from or related to the assigned Subcontract.

13.07. Remedies and Contract Integration

- A. Subject to Contract Documents provisions regarding Contractor claims, claim review, and claim resolution, and subject to the limitations therein, the exclusive jurisdiction and venue for resolving all claims, counter-claims, disputes and other matters in question between Owner and Contractor arising out of or relating to Contract Documents, any breach thereof or the Project shall be the Superior Court of the State of California for County of San Mateo. All Owner remedies provided in the Contract Documents shall be taken and construed as cumulative and not exclusive; that is, in addition to each and every other remedy herein provided; and in all instances Owner shall have any and all other equitable and legal rights and remedies which it would have according to law.
- B. The Contract Documents, any Contract Modifications and Change Orders shall represent the entire and integrated agreement between Owner and Contractor regarding the subject matters hereof and thereof and shall constitute the exclusive statement of the terms of the parties' agreement. The Contract Documents, and any Contract Modifications and Change Orders, shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of the Contract Documents or written modifications. Owner and Contractor represent and agree that, except as otherwise expressly provided in the Contract Documents, they are entering into the Contract Documents and any subsequent written modification in sole reliance upon the information set forth or referenced in the Contract Documents or Contract Modifications and the parties are not and will not rely on any other information.
- C. In any proceeding to enforce the Contract Documents, Contractor and Owner agree that the finder of fact shall receive detailed instructions on the meaning and operation of the Contract Documents, including their conditions, limitations of liability, claims and time extension procedures, and any other provisions impacting major defenses and theories of liability of the parties. Detailed findings of fact shall be requested, to verify Contract enforcement.
- D. Either party's waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of the Contract Documents at any time shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every

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term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.

13.08. Patents

- A. Fees or claims for any patented invention, article or arrangement that may be used upon or in any manner connected with performance of the Work or any part thereof shall be included in the Proposal price for doing the Work. To the greatest extent permitted by law, Contractor shall defend, indemnify and hold harmless Owner and each of its officers, employees, consultants and agents, including, but not limited to, the Board, Architects/Engineers and each Owner representative, from all damages, claims for damages, costs or expenses in law or equity, including attorney's fees, arising from or relating to any claim that any article supplied or to be supplied under the Contract Documents infringes on the patent rights, copyright, royalties, trade name, trademark, service mark, trade secret or other intellectual property right of any person or persons or that the person or entity supplying the article does not have a lawful right to sell the same. Such costs or expenses for which Contractor agrees to indemnify and hold harmless the above indemnities include but are not limited to any and all license fees, whether such fees are agreed by any indemnities or ordered by a court or administrative body of any competent jurisdiction.

13.09. Substitution For Patented And Specified Articles

- A. Except as noted specifically in Specifications, whenever in Specifications, material or process is designated by patent or proprietary name or by name of manufacturer, such designation shall be deemed to be used for purpose of facilitating description of material and process desired, and shall be deemed to be followed by the words "or equal" and Contractor may offer any substitute material or process that Contractor considers equal in every respect to that so designated and if material or process offered by Contractor is, in opinion of Owner, equal in every respect to that so designated, its use will be approved. However, Contractor may utilize this right only by timely submitting Document 00 6600 (Substitution Request Form) as provided in Document 00 2001(Instructions for Proposals). A substitution will be approved only if it is a true "equal" item in every aspect of its design and quality, including but not limited to its dimensions, weights, service requirements, durability, functioning, impact on contiguous construction elements, overall schedule and design.

13.10. Interest Of Public Officers

- A. No representative, officer, or employee of Owner, no member of the governing body of the locality in which the Project is situated, no member of the locality in which Owner was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project, during the tenure of the official or for one (1) year thereafter, shall, as principal, agent, attorney or otherwise, be directly or indirectly interested, in the Contract Documents or the proceeds thereof.

13.11. Limit Of Liability

- A. OWNER, AND EACH OF ITS OFFICERS, BOARD MEMBERS, EMPLOYEES, CONSULTANTS AND AGENTS INCLUDING, BUT NOT LIMITED TO, ARCHITECT/ENGINEER AND EACH OTHER OWNER REPRESENTATIVE, SHALL HAVE NO LIABILITY TO CONTRACTOR FOR SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, EXCEPT TO THE LIMITED EXTENT THAT THESE CONTRACT DOCUMENTS OR APPLICABLE PUBLIC CONTRACTING STATUTES MAY SPECIFY THEIR RECOVERY.

13.12. Severability

- A. Any provisions or portions thereof of Contract Documents that are prohibited by, unlawful, or unenforceable under any applicable law of any jurisdiction shall as to such jurisdiction be ineffective without affecting other provisions or portions thereof in the Contract Documents.

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- B. It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

13.13. Force Majeure

- A. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees, agents, or representatives.

13.14. Ownership & Use of Instruments of Service

- A. All materials prepared by Contractor pursuant to this Agreement, including drawings, specifications, and related Project documents are the property of Owner. Contractor must provide Owner with such materials at appropriate times during this Agreement, and on termination or suspension of this Contract. Contractor may retain a copy for its records. Contractor conveys, assigns and transfers the intellectual property rights it has to such materials to Owner.
- B. In the event Owner re-uses the completed construction documents prepared pursuant to this Contract Agreement, in total or in part, on this Project site or any other site, or to complete any incomplete portion of construction documentation which Owner has already paid Contractor, Owner will defend, indemnify, and hold Contractor harmless from any and all claims, loss, damage, defense costs, expense, and other costs resulting from such use of Contractor prepared documents, unless Owner enters into an agreement with Contractor for Services in connection therewith.

13.15. Smoking Prohibited

- A. Contractor will observe County law and policies prohibiting smoking in designated areas, including, but not limited to, on and around the San Mateo County Government Center.

13.16. Construction

- A. The parties intend that any legal principle favoring construction of language for or against the drafter in case of dispute does not apply to this Agreement.

13.17. Compliance with Applicable Laws and Regulations

- A. Contractor shall comply with all laws, codes, regulations, rules and orders (collectively, "Regulations") applicable to the services to be provided hereunder. Contractor's violation of this provision shall be deemed a material default by Consultant, giving County a right to terminate the contract. Examples of such Regulations include but are not limited to California Occupational Safety and Health Act of 1973, Labor Code §6300 et. seq. the Fair Packaging and Labeling Act, and the standards and regulations issued there under.
- B. Contractor agrees to indemnify and hold harmless the County for any loss, damage, fine, penalty, or any expense whatsoever as a result of Contractor's failure to comply with the act and any standards or regulations issued there under.

13.18. Contracting Principles

- A. All entities that contract with the County to provide services where the contract value is \$100,000 or more per budget unit per fiscal year and/or as otherwise directed by the Board, shall be fiscally responsible entities and shall treat their employees fairly. To ensure compliance with these contracting principles, all consultants and contractors shall: (1) comply with all applicable federal, state and local rules, regulations and laws; (2) maintain financial records, and make those records available upon request; (3) provide to the County copies of any financial audits that have been completed during the term of the contract; (4) upon the

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County's request, provide the County reasonable access, through representatives of the Consultant/Contractor, to facilities, financial and employee records that are related to the purpose of the contract, except where prohibited by federal or state laws, regulations or rules.

13.19. (Not Used)

13.20. Waiver

- A. If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party shall be in writing and shall apply to the specific instance expressly stated.

13.21. Governing Law; Venue; Jurisdiction

- A. This Agreement and any claims arising out of or relating to this Agreement and its subject matter shall be governed by and construed under the laws of California, without reference to its conflicts of law principles. All disputes hereunder shall be subject to the exclusive jurisdiction of the San Mateo County Superior Court ("Selected Venue") and each party hereby irrevocably and unconditionally consents to personal jurisdiction of the Selected Venue.

13.22. (Not Used)

13.23. (Not Used)

13.24. Contract Execution

- A. Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the County. If Contractor provides an electronic copy of a signed contract to the County, Contractor shall also provide the original signed contract to the County within ten (10) days of providing the electronic copy to the County in order to enforce its rights under the contract.

13.25. Assignment of Clayton Act, Cartwright Act Claims

- A. Contractor hereby assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec.15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County pursuant to this Agreement.

13.26. Authority

- A. Each party executing the Contract Agreement on behalf of such entity represents that he or she is duly authorized to execute and deliver this Contract Agreement on the entity's behalf.

13.27. Wage Theft Prevention

- A. Compliance with Wage and Hour Laws: Contractor and any subcontractors it employs to complete work under this Agreement, must comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or Living Wage Ordinance.

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- B. County's Right to Withhold Payment: Where Contractor or any subcontractor it employs to perform work under this Agreement has been found in violation of any applicable wage and hour law by a final judgment, decision, or order of a court or government agency, the County reserves the right to withhold payment to Contractor until such judgment, decision, or order has been satisfied in full.
- C. Material Breach: Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for termination of this Agreement and/or any other remedies available under this Agreement and/or law.

13.28. Living Wage

- A. Unless otherwise exempted or prohibited by law or County policy, where applicable, as required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the San Mateo Living Wage Ordinance, including but not limited to paying all Covered Employees the current Living wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13.29. California Public Records Act

- A. The County is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If the County receives a CPRA request for documents (as defined by the CPRA) and said request relates to the Services provided pursuant to this Agreement, the County will notify Contractor of the request. If Contractor contends that any documents are confidential or proprietary material, not subject to the CPRA, and/or exempt from the CPRA, and Contractor wishes to prevent disclosure of said documents, Contractor shall obtain a protective order, injunctive relief or other appropriate remedy from a court of law in San Mateo County before the County's deadline to respond to the CPRA request. If Contractor fails to obtain such remedy within the County's deadline, the County may disclose the requested information without liability. Contractor shall defend, indemnify and hold the County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and reasonable attorney's fees) that may result from denial, withholding or redaction of a CPRA request for information arising from any representation, or any action (or inaction), by the Contractor.

13.30. Conflicts of Interest

- A. Contractor shall comply, and require its subcontractors to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.
- B. In accepting this Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that, in the performance of this Agreement, it will not employ any Consultant or person having such an interest. Consultant, including but not limited to Consultant's employees and sub-consultants, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

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- C. If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall, upon execution of this Agreement, provide the County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Contractor's employees, agents and subcontractors, that could be substantively involved in "making a governmental decision" or "serving in a staff capacity and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position," (2 CCR 18701(a)(2)), as part of Contractor's service to the County under this Agreement. Contractor shall immediately notify the County of the names and email addresses of any additional individuals later assigned to provide such service to the County under this Agreement in such a capacity. Contractor shall immediately notify the County of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to the County.
- D. If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall ensure that all such individuals identified pursuant to this section understand that they are subject to the Act and shall conform to all requirements of the Act and other laws and regulations listed in subsection (A) including, as required, filing of Statements of Economic Interests within 30 days of commencing service pursuant to this Agreement, annually by April 1, and within 30 days of their termination of service pursuant to this Agreement.

13.31. Assignment

- A. No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other party.

13.32. Third Party Beneficiaries

- A. This agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties.

ARTICLE XIV – MODIFICATIONS OF CONTRACT DOCUMENTS

14.01. Alterations, Modifications And Force Account Work

- A. No modification or deviation from the Drawings and Specifications will be permitted except as set forth in Document 01 2600 (Contract Modification Procedures). In the event of any conflict between this Article XIV and Document 01 2600, Document 01 2600 shall govern.
- B. Owner may, without notice to the sureties, make alterations, deviations, additions to, or deletions from Contract Documents; increase or decrease the quantity of any item or portion of the Work; expand, contract or otherwise change the Contract Time; delete any item or portion of the Work; and require extra Work. Contractor shall perform such Work under applicable provisions of the Contract Documents, unless specifically provided otherwise at the time the change is ordered. In the case of any ordered extra Work, Owner reserves the right to furnish all or portions of associated labor, material, and equipment, which Contractor shall accept and use without payment for costs, markup, profit, or otherwise for such Owner-furnished labor, materials, and equipment.
- C. Owner may make changes to the Work during the course of construction to bring the Work into compliance with environmental requirements or standards established by state and federal statutes and regulations enacted after the Contract has been awarded. Contractor shall be compensated for changes affecting the Contract Time or Contract Sum of the Work as set forth in this Article XIV and in Document 01 2600 (Contract Modification Procedures).
- D. Changes affecting the Contract Time or Contract Sum of the Work shall be set forth in a written Change Order in compliance with 01 2600.
- E. A Change Order will become effective when signed by Owner. If Owner exercises its right to decide disputed issues pertaining to changed Work as set forth in Articles XII and XIV of this

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- Document 00 7200, then the resulting Change Order shall be effective when signed by Owner, notwithstanding that Contractor has not signed it.
- F. Changes not affecting the Contract Time or Contract Sum of the Work, in Owner's discretion, may be set forth in a written RFI-Reply executed by Owner. Execution of such an RFI-Reply constitutes Contractor's agreement to make the specified change without change to the Contract Sum or the Contract Time.
 - G. Changes or deviations from Contract Documents affecting the Contract Time or Contract Sum of the Work shall not be made without the authority of an effective Change Order or Construction Change Directive as provided in Document 01 2600 (Contract Modification Procedures), except in cases of emergency discussed in this Document 00 7200.
 - H. If changes ordered in design, workmanship or materials are of such a nature as to increase or decrease the cost of any part of the Work, the price fixed in the Contract Documents shall be increased or decreased by the amount that Contractor and Owner may agree upon as a reasonable and proper allowance for the cost increase or decrease. If an agreement cannot be reached, then Owner will reach a determination, which shall be final, subject to Contractor's rights under Article XII of this Document 00 7200. In all cases Contractor shall perform the changed Work as directed by Owner subject to Contractor's rights under Article XII of this Document 00 7200.
 - I. Contractor shall, upon Owner's request, permit inspection of the original unaltered Proposal estimate, subcontract agreements, purchase orders relating to the change, and documents substantiating all costs associated with its cost proposal or claims arising from changes in the Work.
 - J. Changes in the Work made pursuant to this Article XIV and extensions of Contract Time necessary by reason thereof shall not in any way release the guaranties and warranties given by Contractor pursuant to provisions of the Contract Documents, nor shall such changes in the Work relieve or release the Sureties of bonds executed pursuant to said provisions. The Sureties, in executing such bonds, shall be deemed to have expressly agreed to any such change in the Work and to any extension of time made by reason thereof.
 - K. Procedures for Modifications of Contract Documents and for calculating the cost of extra Work are given in Document 01 2600 (Contract Modification Procedures). Regarding delay and impact costs of any nature, Contractor may not seek delay compensation for on-Site or off-Site costs based on formulas, e.g., "Eichlay" or other formula. Rather, Contractor shall prove actual costs resulting from such delays or impacts. If Contractor requests compensation for delay to the construction, then Contractor shall prove and document actual costs plus markup per the cost categories and procedures in Document 01 2600 in order to request, claim or prove compensation for delay.
 - L. Change Orders and authorization for extra cost must follow the Contract pursuant to Public Contract Code section 7501(d)(2).

14.02. Time Allowances

- A. The Contract Time may only be changed by Change Order or by Contract Modification, and all time limits stated in the Contract Documents are of the essence of Contract Documents.
- B. The Contract Time will be adjusted in an amount equal to the time lost due to:
 - 1. Changes in the Work ordered by Owner;
 - 2. Acts or gross neglect by Owner, Architects/Engineers, any Owner representative(s), Owner's representatives shall not be construed to include the San Mateo County Department of Building and Planning or any other County permitting authority, provided that Contractor has fully and completely performed its responsibilities under the Contract Documents; or
 - 3. Fires, floods, epidemics, abnormal weather conditions beyond the parameters otherwise set forth in this subparagraph, earthquakes, civil or labor disturbances, strikes or acts of God, provided damages resulting therefrom are not the result of Contractor's failure to protect the Work as required by Contract Documents.

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- C. The Contract Time shall not be extended for any cause identified immediately above, however, unless:
1. Contractor actually has been prevented from completing any part of the Work within the Contract Time due to delay that is beyond Contractor's control and due to reasons for which Contractor is not responsible (delays attributable to and within the control of a Subcontractor, or its subcontractors, or supplier shall be deemed to be delays within the control of Contractor);
 2. A claim for delay is made as provided herein and in Document 01 2600; and
 3. Contractor submits a Time Impact Evaluation as required under Document 01 3200 (Construction Progress Documentation) that demonstrates actual delay to critical Work activities that actually delay the progress of the Work in the amount of time requested;
 4. Contractor complies with all provisions of 01 2600.

14.03. Notice Of Delay

- A. Within seven (7) Days of the beginning of any delay, unless a shorter time line is proscribed elsewhere in the Contract Documents, Contractor shall notify Owner in writing, by submitting a Notice of Delay that shall describe all anticipated delays resulting from the delay event in question. Any request for extension of time shall include a written schedule document that demonstrates delay to the critical path using a Time Impact Evaluation as specified in Document 01 3200 (Construction Progress Documentation). Owner will determine all claims and adjustments in the Contract Time. No claim for an adjustment in the Contract Time will be valid and such claim will be waived if not submitted in accordance with the requirements of this subparagraph.

14.04. Non-Compensable Time Extensions; Adverse Weather Parameters

- A. Where Contractor is prevented from completing any part of the Work within the Contract Time due to delay beyond the control of both Owner and Contractor (including, but not limited to, adverse weather conditions exceeding Contract Documents parameters, earthquakes, Acts of God and epidemics, acts of other contractors or utilities), an extension of Contract Time, in an amount equal to the time lost due to such delay (without compensation), shall be Contractor's sole and exclusive remedy for such delay.
- B. Delays due to abnormal or adverse weather conditions will not be allowed for weather conditions that fall within the parameters listed or referenced immediately below in this subparagraph. Adverse weather delays may be allowed only if the number of workdays of adverse weather exceeds these parameters and Contractor proves adverse weather actually caused delays to work that is on the critical path. Contractor shall give written notice of intent to claim an adverse weather day within one (1) Day of an adverse weather day occurring. Rain parameters are as follows, pro-rated in the month Contractor starts and finishes Work:
1. January, [8];
 2. February, [6];
 3. March, [6];
 4. April, [5];
 5. May, [2];
 6. June, [0];
 7. July, [0];
 8. August, [0];
 9. September, [0];
 10. October, [2];
 11. November, [8]; and
 12. December, [8].

In order to qualify as an adverse weather delay with respect to the foregoing parameters, daily rainfall must exceed .1 of an inch or more at the nearest station, as measured by the National Oceanic & Atmospheric Administration, and Contractor shall prove that the rain actually caused delay to the Work, following the procedures in this paragraph and the Contract Documents.

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Notwithstanding the foregoing allowances, Contractor shall at all times employ all available mitigation measures to enable Work to continue. Delays due to abnormal or adverse weather conditions will not be allowed for weather conditions that fall within the parameters listed above.

- C. Contractor shall include the foregoing precipitation parameters as a monthly activity in its progress schedule. As Work on the critical path is affected by precipitation, Contractor shall notify Owner and request that the days be moved to the affected activities. Any adverse weather days remaining shall be considered Project float.
- D. Adverse weather delay for precipitation shall be recognized for the actual period of time Contractor proves it was delayed by precipitation exceeding the specified parameters. For example, and not by way of limitation, if precipitation exceeding the specified parameters does not in fact delay Contractor's progress on the critical path, then no time extension shall be recognized; and conversely, if Contractor proves to Owner's satisfaction that precipitation exceeding the specified parameters causes delay to Contractor for a period longer than the number of precipitation days incurred (e.g., if it rains or snows during grading work), then Contractor shall be entitled to a time extension equal to the actual period of such delay.
- E. Contractor shall take reasonable steps to mitigate potential weather delays, such as dewatering the Site, lime treatment, and covering Work and material that could be affected adversely by weather. Failure to do so shall be cause for Owner to not grant a time extension due to adverse weather, where Contractor could have avoided or mitigated the potential delay by exercising reasonable care.

14.05. Compensable Time Extensions

- A. Except as set forth in Document 00 5201 4.01B , 4.02 and 4.04, and 01 2600, Contractor may receive a time extension and be compensated for delays caused directly and solely by Owner. Provided Contractor provides proper notice and documentation under Document 01 3200, such compensation may include extended field or home office overhead, field supervision, escalation charges, acceleration costs and extended subcontractor costs.
- B. Contractor shall not be entitled to any time extension or compensation, however, for any delays caused in whole or in part by Contractor's failure to perform its obligations under the Contract Documents, or during periods of delay concurrently caused by Contractor and either Owner or others.
- C. Contractor shall not be entitled to damages for delay to the Work caused by the following reasons:
 - 1. Owner's right to sequence the Work in a manner which would avoid disruption to Owner's tenants and their contractors or other prime contractors and their respective subcontractors, exercised as a result of Contractor's failure to perform its cooperation and coordination responsibilities required by Contract Documents; Owner's enforcement of any government act or regulation; or the provisions of the Contract Documents; and
 - 2. Extensive requests for clarifications to Contract Documents or Contract Modifications thereto, provided such clarifications or Contract Modifications are processed by Owner or its consultants in a reasonable time commensurate with Contract Documents requirements.

14.06. Liquidated Damages

- A. Time is of the essence. Execution of Contract Documents by Contractor shall constitute acknowledgement by Contractor that Contractor understands, has ascertained and agrees that Owner will actually sustain damages in the amount fixed in the Contract Documents for each and every Day during which completion of Work required is delayed beyond expiration of time fixed for completion or extensions of time allowed pursuant to provisions hereof. Contractor and Owner agree that specified measures of liquidated damages shall be presumed to be the damages actually sustained by Owner as defined below, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.
- B. Liquidated damages shall be considered not as a penalty but as agreed monetary damage sustained by Owner for increased Project administration expenses, including extra inspection,

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construction management and architectural and engineering expenses related to the Project and Contract Documents because Contractor failed to perform and complete Work within time fixed for completion or extensions of time allowed pursuant to provisions hereof.

- C. Owner may deduct from any money due or to become due to Contractor subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then-accrued liquidated damages. Should Contractor fall behind the approved Progress Schedule, Owner may deduct liquidated damages based on its estimated period of late completion, in compliance with Document 00 5201 (Agreement). Owner need not wait until Final Completion to withhold liquidated damages from Contractor's progress payments. Should money due or to become due to Contractor be insufficient to cover aggregate liquidated damages due, then Contractor forthwith shall pay the remainder of the assessed liquidated damages to Owner.

14.07. Differing Site Conditions

- A. In the event that Contractor encounters any site conditions that exceed the scope of the Work, then Contractor shall promptly give Owner written notice of the condition, and shall give such notice before the conditions are disturbed, to include: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law, and is not within the scope of Work ("hazardous waste"); (2) subsurface or latent physical conditions at the site differing from those indicated by information about the site made available for Proposals prior to the deadline for submitting Proposals, that Contractor did not and could not have known about by performing its required pre-Proposal investigations; or (3) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for the contract, that Contractor did not and could not have known about by performing its required pre-Proposal investigations.
1. Owner shall promptly investigate the conditions, and if it finds that (i) the conditions do materially so differ in a manner Contractor did not anticipate and could not have anticipated, or do involve hazardous waste outside the scope of the Work, and (ii) cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, then (iii) Owner shall initiate a Change Order under the procedures described in the contract, including but not limited to, issuing either a Request for Proposal or a Construction Change Directive under the procedures described in the Contract Documents, including without limitation Document 01 2600 (Contract Modification Procedures).
 2. If Owner determines that the conditions at the Site do not materially so differ in a manner Contractor did not anticipate and could not have anticipated, or do not involve hazardous waste outside the scope of the Work, or do not cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, or for any other reason that no change in terms of the Contract Documents is justified, Owner will so notify Contractor in writing, stating reasons.
 3. In the event that a dispute arises between Owner and Contractor whether the conditions do materially so differ, or involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. The Contractor shall retain any and all rights provided either by the Contract or by law which pertain to the resolution of disputes and protests between contracting parties.
- B. Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed hazardous waste or materials, claimed Latent or materially different Site conditions (whether above or below grade) if:
1. Contractor knew of the existence of such conditions at the time Contractor submitted its Proposal; or

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2. Contractor should have known of the existence of such conditions at the time Contractor submitted its Proposal, or should have learned of such conditions and mitigated their impact, as a result of having complied with the requirements of Contract Documents, including without limitation, the investigation requirements herein at Articles II and X of this Document 00 7200;
 3. The information or conditions claimed by Contractor to be Latent or materially different consist of information, conclusions, opinions or deductions made from Owner-provided report and information used to the extent outlined in Document 00 3020, of the kind that this Document 00 7200 precludes reliance upon; or,
 4. Contractor was required to give written notice and failed to do so within the time required.
- C. If, because of a differing site condition as defined herein, Contractor does not agree to continue with the Work based on a reasonable belief that it is unsafe, or does not agree to resume Work under special conditions, Owner may order the disputed portion of Work deleted from the Work, or performed by others, or Owner may invoke its right to terminate Contractor's right to proceed under the Contract Documents in whole or in part, for convenience or for cause as the facts may warrant. If Contractor does not agree with Owner's determination of any adjustment in the Contract Sum or Contract Time as a result, Contractor may make a claim as provided in Article XII of this Document 00 7200.

14.08. Change Orders Related to Underground Facilities

- A. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated in the materials supplied by Owner or in information on file at USA or is not otherwise reasonably known to Contractor by performing its obligations in Articles II and X of this Document 00 7200, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby (and in no event later than seven Days), and prior to performing any Work in connection therewith (except in an emergency as required by Article XV of this Document 00 7200), identify the owner of such Underground Facility and give written notice to that owner and to Owner. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- B. Contractor shall be allowed an increase in the Contract Sum or an extension of the Contract Time, or both, for Underground Facilities either not shown or inaccurately shown in the Contract Documents, the information supplied pursuant to Document 00 3020 (Geotechnical Data and Existing Conditions) or in information on file at USA, only where the inaccuracy was (i.) material and outside of the normal experience on projects of this nature, (ii.) was not reasonably inferable from existing information, and (iii.) directly results in a material, justifiable and actual increase in the cost of Contractor's work. For example, if surface conditions such as pavement repairs, valve covers, or other markings, indicate the presence of an Underground Facility, or if the Underground Facility could be determined or its cost impact mitigated by performing the obligations in Articles II and/or X of this Document 00 7200, then an increase in the Contract Price or an extension of the Contract Time will not be due, even if the Underground Facility was not indicated or was shown at a different place or a different elevation in the Contract Documents, in the information supplied to Contractor pursuant to Document 00 3020, or in information on file at USA.
- C. Main Line and Trunk Line Utilities (Government Code section 4215). Consistent with Government Code section 4215, as between Owner and Contractor, Owner will be responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site only if such utilities are not identified in the Contract Documents or Document 00 3020 (Geotechnical Data and Existing Conditions). Owner will compensate for the cost of locating and repairing damage not due to Contractor's failure to exercise reasonable care, removing and relocating such main or trunk line utility facilities not indicated in the Contract Documents or Document 00 3020 with reasonable accuracy, and equipment on the Project necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay in completion of the Project, when such delay was caused by the failure of Owner or the utility to provide for removal or relocation of such utility facilities.

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ARTICLE XV – WORKING CONDITIONS AND PREVAILING WAGES

15.01. Use Of Site/Sanitary Rules

- A. All portions of the Work shall be maintained at all times in neat, clean and sanitary condition. Contractor shall furnish toilets for use of Contractor's and Subcontractors' employees on the Site where needed, and their use shall be strictly enforced. All toilets shall be properly secluded from public observation, and shall be located, constructed and maintained subject to Owner's approval.
- B. Contractor's employees, or others subject to the Contractor's control, are not permitted to reside on the Project Site in temporary living facilities.
- C. The use or possession of alcohol, weapons, or illegal controlled substances by the Contractor, or others subject to the Contractor's control, on County property is prohibited.
- D. The Contractor must ensure and maintain a workplace environment free of personal harassment and intimidation. Conduct that creates an intimidating, hostile, or offensive workplace environment is prohibited. Such conduct includes, but is not limited to, the following: verbal harassment, e.g., epithets, derogatory comments or slurs; physical harassment, e.g., assault, impeding or blocking movement, gestures, or any physical interference with normal work or movement; and visual forms of harassment, e.g., derogatory posters, letters, poems, graffiti, cartoons, or drawings. Unwelcome and unwanted sexual advances constitute sexual harassment that is prohibited. It is the responsibility of the Contractor to: inform its employees and Subcontractors that behavior that creates an intimidating, hostile, or offensive workplace environment is prohibited; create a workplace environment that is free from harassment; and take corrective action to stop prohibited behavior/conduct. If in the opinion of the Owner's Authorized Representative, any employee of the Contractor or Contractor's Subcontractors violate the prohibitions of this Article XV, Contractor must immediately remove that person or Subcontractor from the Project upon Owner's request, and such person or Subcontractor must not be permitted to perform further Work on the Project Site.
- E. Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Site and land areas identified in and permitted by Contract Documents and other land and areas permitted by applicable laws and regulations, rights of way, permits and easements or as designated by Owner, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, any improvement located thereon, or to the owner or occupant thereof resulting from the performance of Work.
- F. During the progress of the Work, Contractor shall keep the Site and the Project free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the Site as well as all tools, appliances, construction equipment and machinery and surplus materials. Contractor shall leave the premises clean and ready for occupancy by Owner at Substantial Completion of Work. Contractor shall restore to original condition all property not designated for alteration by Contract Documents.
- G. Contractor shall not load nor permit any part of any structure or pavement to be loaded in any manner that will endanger the structure or pavement, nor shall Contractor subject any part of Work or adjacent property to stresses or pressures that will endanger it. Contractor shall conduct all necessary existing conditions investigation regarding structural, mechanical, electrical or any other system existing, shall perform Work consistent with such existing conditions, and shall have full responsibility for insufficiencies or damage resulting from insufficiencies of existing systems, equipment or structures to accommodate performing the Work.

15.02. Protection Of Work, Persons, Property And Operations

- A. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with Work. Contractor shall comply with all safety requirements specified in any safety program established by Owner, or required by state, federal or local

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laws and ordinances. Contractor shall be responsible for all damage to Work, property or structures, all injuries to persons, and all damage and interruptions to Owner's operations, arising from the performance of Work of the Contract Documents. Except as otherwise expressly approved by Owner in writing, Contractor shall at all times perform all Work in a manner which does not interrupt, damage or otherwise adversely impact any facilities, operations, or real or personal property of Owner, its officers, employees, agents, invitees, licensees, lessees or contractors.

- B. Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.
- C. Contractor shall remedy all damage, injury, loss or interruption to any property or operations of Owner or continuous owners of property interests, caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, supplier, or any other person or organization directly or indirectly employed by any of them to perform or furnish any Work or anyone for whose acts any of them may be liable. Contractor's duties and responsibility for safety and for protection of Work shall continue until such time as all the Work is completed and Final Acceptance of the Work. Owner and its agents do not assume any responsibility for collecting any indemnity from any person or persons causing damage to Contractor's Work. Contractor shall give all notices required by potentially responsible insurance carriers and require that its subcontractors and suppliers do the same.
- D. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.
- E. Owner may, at its option, retain such moneys due under the Contract Documents as Owner deems necessary until any and all suits or claims against Contractor for injury to persons, property or operations shall be settled and Owner receives satisfactory evidence to that effect.

15.03. Responsibility For Safety And Health

- A. Contractor shall ensure that its and each tier of Subcontractors' employees, agents and invitees comply with applicable health and safety laws while at the Site. These laws include the Occupational Safety and Health Act of 1970 and rules and regulations issued pursuant thereto, and Owner's safety regulations as amended from time to time. Contractor shall comply with all Owner directions regarding protective clothing and gear.
- B. Contractor shall be fully responsible for the safety of its and its Subcontractors' employees, agents and invitees on the Site. Contractor shall notify Owner, in writing, of the existence of hazardous conditions, property or equipment at the Site that are not under Contractor's control. Contractor shall be responsible for taking all the necessary precautions against injury to persons or damage to the property of Contractor, Subcontractors or persons from recognized hazards until the responsible party corrects the hazard.
- C. Contractor shall confine all persons acting on its or its Subcontractors' behalf to that portion of the Site where Work under the Contract Documents is to be performed: Owner designated routes for ingress and egress thereto and any other Owner designated area. Except those routes for ingress and egress over which Contractor has no right of control, within such areas, Contractor shall provide safe means of access to all places at which persons may at any time have occasion to be present.

15.04. Emergencies

- A. In emergencies affecting the safety or protection of persons or Work or property at the Site or adjacent thereto, Contractor, without special instruction or authorization from Owner, is obligated to act to prevent threat and damage, injury or loss, until directed otherwise by Owner. Contractor shall give Owner prompt written notice if Contractor believes that any significant

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changes in Work or variations from Contract Documents have been caused thereby. If Owner determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Change Order or Construction Change Directive will be issued to document the consequences of such action.

15.05. Use Of Roadways And Walkways

- A. Contractor shall not unnecessarily interfere with use of any roadway, walkway or other facility for vehicular or pedestrian traffic. Before beginning any interference and only with Owner's prior concurrence, Contractor may provide detour or temporary bridge for traffic to pass around or over the interference, which Contractor shall maintain in satisfactory condition as long as interference continues. Unless otherwise provided in the Contract Documents, Contractor shall bear the cost of these temporary facilities.

15.06. Nondiscrimination

- A. No person or entity shall discriminate in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sexual preference, or gender of such persons, except as provided in Section 12940 of the Government Code. Every contractor for public works violating the provisions of Section 1735 of the Labor Code is subject to all the penalties imposed for a violation of Chapter 1, Part 7, Division 2 of the Labor Code.

15.07. Prevailing Wages

- A. Contractor shall pay to persons performing labor in and about Work provided for in the Contract Documents an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the Work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and Owner to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Contract. Contractor shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each Site.
- B. Contractor shall forfeit, as a penalty to Owner, up to Two Hundred Dollars (\$200.00) for each laborer, workman, or mechanic employed in performing labor in and about the Work provided for in the Contract Documents for each Day, or portion thereof, that such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under the Contract Documents by him or her or by any Subcontractor under him or her, in violation of Articles I and II of Chapter 1 of Part 7 of Division II of the California Labor Code. The sums and amounts which shall be forfeited pursuant to this subparagraph and the terms of the Labor Code shall be withheld and retained from payments due to Contractor under the Contract Documents, pursuant to this Document 00 7200 and the Labor Code, but no sum shall be so withheld, retained or forfeited except from the final payment without a full investigation by either the State Department of Industrial Relations or by Owner. The Labor Commissioner pursuant to Labor Code section 1775 shall determine the final amount of forfeiture.
- C. Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of work or labor on Work provided for in the Contract, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code.
- D. Contractor stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code sections 1776 and 1810-1815. Failure to so comply shall constitute a default under this Contract.
- E. Contractor and its Subcontractors shall be responsible for compliance with Labor Code sections 1810-1815.

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1. Eight (8) hours of labor performed in execution of the Contract constitutes a legal day's work. The time of service of any workman employed on the Project is limited and restricted to eight (8) hours during any one (1) calendar day, and forty (40) hours during any one (1) calendar week.
 2. Contractor and its Subcontractors shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with the Project. The record shall be kept open at all reasonable hours to the inspection Owner and to the Division of Labor Standards Enforcement.
 3. Contractor or its Subcontractors shall, as a penalty to Owner, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the Contract Documents by the respective Contractor or Subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code §§ 1810-1815.
 4. Work performed on the Project by employees of Contractor or its Subcontractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
- F. Contractor and its Subcontractors shall be responsible for compliance with Labor Code section 1776.
1. Contractor and Subcontractors must keep accurate payroll records, showing the name, address, social security number, Work classification, straight time and overtime hours worked each Day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the Work of the Contract documents. Each payroll record shall contain or be verified by a written declaration as required by Labor Code section 1776.
 2. The payroll records enumerated above must be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor as required by Labor Code section 1776.
 - a. Contractor shall inform Owner of the location of records enumerated above, including the street address, city and county, and shall, within five (5) working Days, provide a notice of a change of location and address.
 - b. Contractor or Subcontractor has ten (10) Days in which to comply subsequent to receipt of a written notice requesting the records enumerated above. In the event that Contractor or Subcontractor fails to comply with the ten-Day period, he or she shall, as a penalty to Owner on whose behalf the contract is made or awarded, 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, these penalties shall be withheld from progress payments then due. Contractor is not subject to a penalty assessment pursuant to this subparagraph due to the failure of a Subcontractor to comply with this subparagraph.
 3. Contractor shall also deliver certified payrolls to Owner with each Application for Payment as described in Section 01 2900 (Payment Procedures).
 4. Contractor shall comply with Project Labor Agreement for the Project and all requirements of Public Contract Code 20146.

15.08. Environmental Controls

- A. Contractor shall comply with all rules, regulations, ordinances, and statutes that apply to any work performed under the Contract Documents including, without limitation, any toxic, water and soil pollution controls and air pollution controls specified in Government Code section 11017. Contractor shall be responsible for insuring that Contractor's employees, Subcontractors and the public are protected from exposure to airborne hazards or contaminated water, soil or other toxic materials used during or generated by activities on the Site or associated with the Project.

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15.09. Shoring Safety Plan

- A. At least five (5) Days in advance of excavating any trench five (5) feet or more in depth, Contractor shall submit to Owner a detailed plan showing the shoring, bracing and sloping design and other provisions to be made for worker protection from the hazard of caving ground during the excavation, as required by Labor Code section 6705. A civil or structural engineer registered in California shall prepare and sign any plan that varies from the shoring system standards established by the State Construction Safety Orders.
- B. During the course of Work, Contractor shall be responsible for determining where sloping, shoring, and/or bracing is necessary and the adequacy of the design, installation, and maintenance of all shoring and bracing for all excavation, including any excavation less than five feet in depth. Contractor will be solely responsible for any damage or injuries that may result from excavating or trenching. Owner's acceptance of any drawings showing the shoring or bracing design or work schedule shall not relieve Contractor of its responsibilities under this subparagraph.
- C. Cal/OSHA Permit. Contractor shall comply with Labor Code section 6500 and shall obtain, as applicable, a permit as required by Cal/OSHA for each of the following:
 - 1. Construction of trenches or excavations that are five (5) feet or more in depth and into which a person is required to descend.
 - 2. Construction or demolition of any building, structure, or scaffolding for falsework more than three (3) stories high, or the equivalent height (36 feet).
 - 3. Erection or dismantling of vertical shoring systems more than three (3) stories high, or the equivalent height (36 feet).
 - 4. The underground use of diesel engines in basements, excavations or tunnels.

END OF DOCUMENT 00 7200

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DOCUMENT 00 7301

SUPPLEMENTARY GENERAL CONDITIONS

ARTICLE 1 – SUMMARY

1.01. This Document 00 7301 includes requirements that supplement the paragraphs of Document 00 7200 (General Conditions) and Division 1 General Requirements.

ARTICLE 2 – CROSS-REFERENCES

2.01. Notwithstanding any other provision in the Contract Documents, any reference to any General Requirements Section, or portion thereof, shall mean and refer to the Contract Document or applicable portion thereof which addresses the topic at issue.

ARTICLE 3 – SELF-PERFORMED WORK

- 3.01 If authorized by Owner in writing, and where consistent with applicable law, including Public Contract Code § 20146 and Government Code § 1090, CMR may self-perform subtrade work on the Project provided that: (a) the work is of the type customarily performed or supplied by the CMR; (b) the total amount of subtrade work performed on the Project does not exceed 15% of the total Direct Cost of Construction; and (c) CMR listed the subtrade work it wished to perform in the Proposal, or, in the case CMR did not list the subtrade work in the Proposal, Owner determines that compelling circumstances for authorizing CMR to self-perform the subtrade work exist (e.g., subcontractor default; no responsive bids received).
- 3.02 As soon as reasonably practicable during the design phases of the Project, and at regular intervals prior to submission of a final price (i.e., at the 100% SD, 100% DD, and 80% CD stages), CMR shall submit an estimate of its costs to complete the self-perform subtrade work on the Project. The cost estimate shall be compared to an independent cost estimate prepared by Owner and an independent cost estimate prepared by Architects.
- 3.03 Once the design documents are at a stage in development where CMR can submit a final proposed cost for performance of the self-perform subtrade work, this final proposed cost shall again be compared to an independent cost estimate prepared by Owner and an independent cost estimate prepared by Architects. If the final proposed cost is within three percent (3%) of the estimates prepared by Owner and Architects, the Owner may, in its sole discretion, award the self-perform subtrade work to CMR.

ARTICLE 4 – SUBLETTING AND SUBCONTRACTING

- 4.01 When taking bids for the construction work of the Project, in the specifications prepared for the work or in the general conditions under bids will be received for the doing of the work, bidders shall be required to set forth the information required in Public Contract Code § 4104.

ARTICLE 5 – IMPLEMENTATION OF COUNTY OF SAN MATEO WASTE MANAGEMENT PLAN

- 5.01 Please refer to the San Mateo County Office of Sustainability's Construction and Waste webpage (at <http://www.smcsustainability.org/waste-reduction/construction-demolition/>) for detailed requirements of the County's Waste Management Plan.

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ARTICLE 6 – IMPLEMENTATION OF HAZARDOUS MATERIAL ABATEMENT

- 6.01 CMR shall provide hazardous material abatement and detailed Work Plans for the demolition work in accordance with Hazardous Material Abatement Specifications to be provided by Owner.

END OF DOCUMENT 00 7301

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DOCUMENT 00 7311

INSURANCE AND INDEMNIFICATION

ARTICLE I – INSURANCE REQUIREMENTS

1.01 General – Owner Approved Contractor Controlled Insurance Program

- A. Contractor shall procure and maintain an Owner Approved Contractor Controlled Insurance Program (“CCIP”) which will protect Contractor, Trade Contractors, Subcontractors, and Owner from claims which may arise from, result from, or have connection to, Contractor’s actions or inactions relating to the Project and the Work, whether such actions or inactions be by themselves or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

- B. The CCIP shall extend coverage for completed operations that extend beyond acceptance of the certification of completion for defects, warranties, and maintenance obligations, if any, for ten (10) years. The CCIP shall be for coverages and amounts in accordance with the estimated construction cost. The CCIP shall include coverage for the following areas at the minimum limits specified below:
 - 1. Worker’s Compensation: as required by the California Labor Code;
 - a. Contractor can meet the workers’ compensation insurance requirement through its corporate insurance program or through a CCIP. The cost of such insurance shall be borne by the Contractor.

 - 2. Employer’s Liability: \$1,000,000 per accident;

 - 3. Commercial General Liability: \$2,000,000 per occurrence and \$4,000,000 aggregate;
 - a. Contractor can meet the workers’ general liability insurance requirement through its corporate insurance program or through a CCIP. The cost of such insurance shall be borne by the Contractor.

 - 4. Completed Ops (10 years): \$5,000,000;

 - 5. Personal/Advertising Injury: \$2,000,000;

 - 6. Damages to Rented Premises: \$250,000;

 - 7. Med pay: \$100,000;

 - 8. Umbrella/Excess Liability: \$27,500,000;

 - 9. Commercial Automobile: \$2,000,000 combined single limit per accident for bodily injury and property damage, primary for any auto, including all owned, non-owned, and hired vehicles;

 - 10. Builder’s Risk: Contractor shall procure and maintain in effect a Builders’ Risk (course of construction) insurance with the broadest possible coverage for completed value of the Work but include all materials, machinery, equipment, and supplies owned by Contractor or which Contractor has assumed legal liability for, to be used in the fabrication, erection, or construction of the project. No deductible shall exceed \$100,000, per occurrence except for earthquakes, earth movement or flood. Builder’s Risk Policies shall contain the following provisions: (a) Owner

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and Subcontractors of every tier shall be named as an additional insured loss payee; and (b) Coverage shall contain a mutual waiver of subrogation in favor of Contractor, Subcontractors at every tier, and the Owner, its officials, employees, agents, and only to the extent of onsite activity, design or engineering professionals; (c) Owner and Contractor will share equally in payment of all deductibles from a covered event due to act of God events including earthquake, earth movement, and flood.

11. Contractor's Pollution Liability Insurance: Contractor's Pollution Liability Insurance on an occurrence basis, with limits of at least \$5,000,000 per occurrence and \$10,000,000 policy term aggregate for bodily injury, property damage, cleanup costs and claim expenses, arising at or emanating from the Project Site arising from all operations performed on behalf of the Contractor. Subcontractors will provide Pollution Liability coverage as required by their specific Subcontract. Such insurance shall provide liability coverage for both sudden and gradual releases arising from the Work. CPL policy shall name Owner, Contractor, and all Subcontractors of all tiers as insureds. Contractor shall be responsible at its own expense for an obligation for each loss payable under this insurance that is attributable to the Contractor's acts, errors, or omissions, or the acts, errors, or omissions of any of its Subcontractors, or any other entity or person for whom Contractor may be responsible. The amount of the obligation shall be based on the amount of the initial Contract Price, as follows: (1) The portion of the obligation applying to the Contractor or Subcontractor shall be the responsibility of the Contractor and shall remain uninsured. Contractor shall promptly pay its charge pertaining to any loss. The Owner, in addition to its other remedies, may back charge Contractor for the obligation and deduct the back-charged amount from Contractor's next progress payment or final payment.

 12. Professional Liability Insurance: Each licensed professional (**Professional**) engaged by Contractor to perform portions of the Work shall maintain the following insurance at its sole cost and expense Professional Liability Insurance, insuring against professional errors and omissions arising from Professional's work on the Project, in an amount not less than \$2,000,000 combined single limit for each claim. Any per claim Deductible or SIR in excess \$100,000 shall be subject to Owner's prior written approval in Owner's sole discretion. Should Professional not provide this insurance on an occurrence policy, Professional shall provide insurance covering claims made as a result of performance of Work on this Project with a retroactive date which precedes the date that Work is first performed, and shall maintain such insurance in effect for not less than three years following Final Completion of the Project. If Professional is a design-build Subcontractor (of any tier), or a member of, or an employee, consultant or contractor to, such a design-build Subcontractor, Professional must maintain at least \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate in Professional Liability Insurance, and any Deductible or SIR in excess of \$100,000 shall be subject to Owner's prior written approval in Owner's sole discretion.
- C. If the Contractor maintains higher limits than the minimums shown above, the Owner requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Owner.

1.02 Deductibles and SIR's

- A. Contractor shall state all Deductibles and Self-Insured Retentions (SIR). Deductibles and SIRs shall not be more than Contractor can reasonably bear and losses inside the deductible shall

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never be charged back to the County. Any per occurrence Deductible or SIR in excess of \$250,000 shall be subject to Owner's prior written approval in Owner's sole discretion.

1.03 Additional Insured Matters

- A. Neither Owner, any other additional insured nor any other party to be indemnified by Contractor as required by this Document 00 7311 or elsewhere in the Contract shall be responsible for any insurance deductible, SIR, uninsured retention or uninsured loss of Contractor for which Contractor is responsible under the Contract.
- B. Contractor liability policies may not have any restriction on the payment of any deductible, SIR or any other amount described in Paragraph 1.03.A. above. In the event that Contractor is legally or financially unable to make such payment, or for any other reason does not make the payment, Owner may, in its sole discretion and without waiving or excusing Contractor's failure to make any required payment, make any such payment or portion thereof. Owner may deduct and retain such amount from any sums due Contractor under Contract Documents, or collect such amount by any means otherwise permitted by the Contract and applicable law.

1.04 Acceptable Insurers

- A. All policies of insurance shall be placed with insurers acceptable to Owner. The insurance company(s) must be duly licensed to do business in the State of California and must have and maintain a current A. M. Best Company rating of A-,VII or better. Required minimum amounts of insurance may be increased should conditions of Work, in opinion of Owner, warrant such increase. Contractor shall increase required insurance amounts upon direction by Owner. If such increases result in additional costs to Contractor, Contractor may seek a Contract Modification for the actual cost (without additional markup, overhead, profit or any other amount) of such insurance as provided in Contract Documents.

1.05 Required Endorsements, Declarations and Certificates of Insurance.

- A. All insurance policies required under Paragraph 1.01 above shall be endorsed, in a form and manner acceptable to Owner, as follows (except that Paragraphs 1.05.A.1 and 1.05.A.5 will not apply to any Workers' Compensation and Employer's Liability Insurance, and only Paragraph 1.05.A.3 below will apply to Professional Liability Insurance):
 - 1. The County of San Mateo, including all subsidiary and affiliated entities, and their respective Board of Trustees and their employees, representatives, inspectors (including without limitation Project Inspector), consultants (including without limitation Architect/Engineer and its consultants), and agents, as additional insureds, but only with respect to liability arising out of the activities of the named insured.
 - 2. Each such policy shall apply separately to each insured against whom claim is made or suit is brought.
 - 3. Such insurance shall be primary and no other insurance or self-insured retention carried or held by Owner shall be called upon to contribute to a loss covered by insurance for the named insured.
 - 4. Such insurance shall contain a provision requiring the insurance companies to waive their rights of subrogation against Owner and all additional insureds, as well as other insurance companies for the Work.
 - 5. The payment of any deductible or SIR shall not be restricted to payment by the Named Insured or other Insured and any Additional Insured or other third party may make such deductible or SIR payment to comply with any policy deductible or SIR payment requirements.
- B. Contractor or its insurance broker shall submit a copy of the Declarations page for each policy under Paragraph 1.01 above. The page shall include the name of the insurance company, the policy number, the types of coverage and limits, the effective dates of the policy, and the broker's name and license number.
- C. Contractor or its insurance broker shall submit a Certificate of Insurance for each policy under Paragraph 1.01 above and all endorsements required therein. Certificates and endorsements shall have clearly typed thereon Owner Contract Number and title of Contract Documents. Written notice of cancellation, non-renewal, or reduction in coverage of any policy shall be

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mailed to the County of San Mateo at the address listed in Document 00 5201 (Agreement), sixty (60) Days in advance of the effective date of the cancellation, non-renewal, or reduction in coverage. Contractor shall maintain insurance in full force and effect during entire period of performance of Contract Documents.

1.06 Delivery of Certified Copies

- A. Upon Owner's request, Contractor shall submit to Owner, within seven (7) days, certified copies of the actual insurance policies or renewals or replacements.

1.07 Further Deliveries

- A. Contractor shall provide Owner with Certificates of Insurance and endorsements as required, and also requested copies of insurance policies, and renewals all of which are to be currently in effect and in accordance with other provisions of the Contract, no later than thirty (30) days before any Work is started and continued. Evidence of each insurance policy renewal shall be acceptable to Owner and shall be provided to Owner not less than thirty (30) days prior to the expiration date of the term of the policy.

1.08 Payment of Premiums

- A. Contractor shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If Contractor fails to maintain insurance, Owner may take out comparable insurance, at Contractor's sole cost and expense, and Owner may deduct and retain amount of premium from any sums due Contractor under Contract Documents or collect such amount by any means otherwise permitted by the Contract and applicable law.

1.09 Maintenance of Policies

- A. Contractor shall keep insurance in force during warranty and guarantee periods, in addition to such other periods required by this Document 00 7311 and other provisions of Contract Documents. At time of making application for extension of time, and during all periods exceeding the Contract Time resulting from any cause, Contractor shall submit evidence that insurance policies will be in effect during requested additional period of time.

1.10 Injuries to Employees

- A. If injury occurs to any employee of Contractor or Subcontractor (of any tier) for which the employee, or the employee's dependents in the event of employee's death, is entitled to compensation from Owner under provisions of the Workers' Compensation Insurance and Safety Act, as amended, or for which compensation of any kind is claimed from Owner, Owner may retain out of sums due Contractor under Contract Documents, amount sufficient to cover such compensation, as fixed by the Act, as amended, until such compensation is paid, or until it is determined that no compensation is due. If Owner is compelled to pay compensation, Owner may, in its discretion, either deduct and retain from the Contract Sum the amount so paid, or require Contractor to reimburse Owner.

1.11 Subcontractors' Insurance

- A. Except as provided in paragraph 1.11.B. below, all Subcontractors shall maintain the same insurance required to be maintained by Contractor (with the same deductibles/SIR's and other requirements) with respect to their portions of the Work, and Contractor shall cause the Subcontractors to furnish proof of insurance thereof to Contractor and Contractor will maintain such documents and renewals thereof until the Work is completed and through any warranty and guaranty period. Contractor shall also provide Owner, within ten (10) days of Owner's request, a complete copy of the Subcontractor's proof of insurance.
- B. Subcontractors need to obtain only \$1,000,000 limits each for Commercial General Liability, Commercial Auto Liability and Employers Liability Coverage B insurance, and obtain Owner's prior written approval in Owner's sole discretion of any Deductible or SIR in excess of \$100,000.

1.12 [Not used]

1.13 Loss of Use Insurance

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- A. Owner, at its option, may purchase and maintain such insurance as will insure Owner against the loss of use of its property due to fire or other similar hazards, however caused. The existence of such insurance benefiting Owner shall not reduce or limit any obligations of Contractor under the Contract Documents, including without limitation Contractor's obligation to complete the Work within the Contract Time for the Contract Sum, and such insurance shall not reduce the amount of damages from Contractor or any other amount under Contract Documents to which Owner would otherwise be entitled.

1.14 Project Safety Requirements

- A. All Project safety requirements regardless of the type of insurance program implemented for this Project shall be fully binding on Contractor and Subcontractors without adjustment to any element of Contract Sum.

1.15 Insurance Is Independent

- A. Nothing in this Document 00 7311 shall be construed as limiting in any way the extent to which Contractor or any Subcontractor may be held responsible for payment of damages resulting from their operations. The insurance, including additional insured status, required by this Document 00 7311 is in addition to and separate from any other obligations contained in Contract Documents, including without limitation indemnification obligations.

ARTICLE II – [NOT USED]

ARTICLE III – RESPONSIBILITY OF CONTRACTOR AND INDEMNIFICATION

3.01 Contractor's Responsibility for the Work

- A. Except for damage caused by the sole negligence, willful misconduct or active negligence of Owner or its agents, Contractor shall be solely responsible for any loss or damage that may happen to any part of the Work, materials or other things used in performing the work, injury, sickness, disease, or death of any person as a result of the Work, or resulting damage to property.
- B. Owner and each of its officers, employees, representatives, inspectors, consultants and agents including, but not limited to the Board, Architects/Engineers and each Owner Representative (Owner Parties), shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person as a result of the Work; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, and Contractor releases all of the foregoing persons and entities from any and all such claims.
- C. With respect to third-party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity against each of the Owner Parties.
- D. Contractor also waives subrogation rights under applicable insurance policies, to the greatest extent permitted by law, and will require this same waiver of subrogation by its subcontractors, in all policies of insurance, against all other project participants, to include Contractor, Subcontractors, all Owner Parties government agencies, engineers and other inspectors.

3.02 Claims Arising from the Work

- A. To the furthest extent permitted by law (including without limitation California Civil Code section 2782), Contractor shall assume defense of, and indemnify and hold harmless, each of the Owner Parties, from and against claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies and attorney's fees and consultant's fees, directly or indirectly arising out of, connected with or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or part by any act or omission of Contractor, Subcontractors, anyone

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directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

3.03 Scope of Indemnification Obligation

- A. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of them. In the event of loss, however, Contractor shall give all required notices to all insurance carriers, and shall require its subcontractors to do the same. Owner may, in its discretion, request evidence of such notices from Contractor.

3.04 Scope of Contract Limitations of Liability

- A. To the furthest extent permitted by law (including, without limitation, Civil Code section 2782), the indemnities, releases of liability and limitations of liability, claims procedures, and limitations of remedy expressed throughout Contract Documents shall apply even in the event of breach of contract, negligence (active or passive), fault or strict liability of the party(is) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents.

END OF DOCUMENT 00 7311

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DOCUMENT 00 7315

NATURALLY OCCURRING ASBESTOS

ARTICLE I – SUMMARY

1.01. This Document 00 7315 includes requirements that supplement the paragraphs of Document 00 7200 (General Conditions) as they apply to naturally occurring asbestos at the Site which makes compliance with applicable naturally occurring asbestos requirements relevant to the Project.

ARTICLE II – SUPPLEMENT TO DOCUMENT 00 7200 PARAGRAPH 1.03 “PRECEDENCE OF DOCUMENTS”

2.01. Add new paragraph at the end of Paragraph 1.03 that reads:

- A. Notwithstanding anything to the contrary above, should any provision or requirement of any Contract Document conflict with another provision or requirement in the Contract Documents on subject matters of naturally occurring asbestos, then the most stringent provision or requirement shall control.

ARTICLE III – SUPPLEMENT TO DOCUMENT 00 7200 PARAGRAPH 13.01 “LAWS AND REGULATIONS”

3.01. Add new paragraphs at the end of Paragraph 13.01 that read:

- A. Without limiting the foregoing, Contractor shall comply with all applicable requirements of the BAAQMD and any other applicable governmental requirements pertaining to naturally occurring asbestos, including without limitation all obligations to limit dust thereof. These requirements include, but may not be limited to, the following:
1. Title 17 CCR, Section 93105, Asbestos Airborne Toxic Control Measure for Construction, Grading, Quarrying, and Surface Mining Operations
 2. Title 17 CCR, Section 93106, Asbestos Airborne Toxic Control Measure for Surfacing Operations.
 3. Bay Area Air Quality Management District Compliance and Enforcement Division Compliance Advisory dated August 8, 2006, Subject “Asbestos Airborne Toxic Control Measure (ATCM) For Construction And Grading Projects.”
 4. [Not Used]
- B. Contractor has the sole responsibility for determining compliance with all matters related to naturally occurring asbestos. Without limiting the foregoing, Contractor shall develop and implement dust control measures during construction and mitigation of all disturbed areas completed which are acceptable to Owner.

ARTICLE IV – SUPPLEMENT TO DOCUMENT 00 7200 PARAGRAPH 13.04 “TERMINATION OF CONTRACT FOR CAUSE”

4.01. Add a new Paragraph at the end of paragraph 13.04 that reads:

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- A. Notwithstanding anything in Paragraph 13.04 to the contrary, Owner shall have an absolute right to terminate for default immediately without notice and without an opportunity to cure should Contractor knowingly or recklessly commit a material breach of the terms of the Contract Documents on any matter involving the exposure of persons or property to naturally occurring asbestos. However, if the breach exposing persons or property to naturally occurring asbestos is due solely to an ordinary, unintentional and non-reckless failure to exercise reasonable care, then the procedures in Paragraph 13.04 for termination for default shall apply without modification.

END OF DOCUMENT 00 7315

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DOCUMENT 00 7380

APPRENTICESHIP PROGRAM

ARTICLE I – COMPLIANCE REQUIRED

1.01. Contractor and Subcontractors shall comply with the requirements of California Labor Code §§ 1776, 1777.5, and 1777.6 concerning the employment of apprentices by Contractor or Subcontractors. Willful failure to comply may result in penalties, including loss of the right to Bid on or receive public works contracts.

ARTICLE II – CERTIFICATION OF APPROVAL

2.01. California Labor Code § 1777.5, as amended, requires a Contractor or Subcontractor employing tradespersons in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of a public works project and which administers the apprenticeship program in that trade for a certification of approval. The certificate shall also fix the ratio of apprentices to journeypersons that will be used in performance of the Contract. The ratio of work performed by apprentices to journeypersons in such cases shall not be less than one (1) *hour* of apprentices work for every five (5) *hours* of labor performed by journeypersons (the minimum ratio for the land surveyor classification shall not be less than one (1) apprentice for each five (5) journeypersons), except:

- A. When unemployment for the previous three (3) month period in the area exceeds an average of 15 percent;
- B. When the number of apprentices in training in the area exceeds a ratio of one to five (1:5);
- C. When a trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally; or
- D. Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his or her 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 journeyperson.

ARTICLE 2 - FUND CONTRIBUTIONS

2.01. Contractor is required to make contributions to funds established for administration of apprenticeship programs if Contractor employs registered apprentices or journeypersons in any apprenticeable trades on such contracts and if other contractors on the public works site are making such contributions.

ARTICLE 3 - SKILLED AND TRAINED WORKFORCE REQUIREMENTS

3.01 Notwithstanding anything to the contrary contained in this Document 00 7380 and within the Contract Documents, Contractor is required to comply with the provisions of Public Contract Code 20146(c) and Public Contract Code 2600-2602. Contractor shall use a skilled and trained workforce as required by the Public Contract Code 20146(c)(1) and Public Contract Code 2600 through 2602. Contractor, and its subcontractors at every tier, will comply with the requirements of Public Contract Code Chapter 2.9 Skilled and Trained Workforce Requirements [2600-2602]. Contractor will provide to Owner, on a monthly basis while the project or contract is being performed, a report demonstrating compliance with Public Contract Code Chapter 2.9. If the Contractor fails to prove the monthly report, or provides a report that is incomplete, Owner shall withhold further payments until a complete report is provided. If a monthly report does not demonstrate compliance with Public Contract Code Chapter 2.9, County shall withhold further payments until Contractor provides a plan to achieve substantial compliance with this chapter, with respect to the relevant apprenticeable, occupation prior to completion of the Project.

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ARTICLE 4 - APPRENTICESHIP STANDARDS

- 4.01.** Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of the California Department of Industrial Relations, or from the Division of Apprenticeship Standards and its branch offices.

END OF DOCUMENT 00 7380

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DOCUMENT 00 9111

ADDENDA

[ADDENDUM NO. _____]

CONTRACT NUMBER [INSERT NUMBER]

COUNTY OF SAN MATEO (OWNER)

NEW SOUTH SAN FRANCISCO CAMPUS PROJECT
SOUTH SAN FRANCISCO, SAN MATEO COUNTY, CALIFORNIA

[DOCUMENT TO BE COMPLETED AS ADDENDA DURING BID PERIOD]

[If a conformed copy is created, delete bracketed line above and replace with the following:]

The following Addenda were issued, modifying the Project Manual:

Addendum No. 1, issued on [date]

Addendum No. 2, issued on [date]

[continue as appropriate]

(Addenda have been incorporated into the conformed Project Manual.)

END OF DOCUMENT 00 9111

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DOCUMENT 01 0111

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DIVISION 01 - GENERAL REQUIREMENTS**

<u>Document</u>	<u>Title</u>
01 1000	Summary of Work
01 2600	Contract Modification Procedures
01 2900	Payment Procedures
01 3100	Project Management and Coordination
01 3120	Building Informational Modeling (BIM) and Coordination Drawings
01 3150	Project Meetings
01 3200	Construction Progress Documentation
01 3250	Record Documents (As-Builts)
01 3300	Submittal Procedures
01 3350	(NOT USED)
01 3400	Safety Submittals
01 4100	Regulatory Requirements
01 4200	References and Definitions
01 4300	(NOT USED)
01 4500	Quality Control (QC) Process
01 4600	Testing Laboratory Services
01 5000	Temporary Facilities and Controls
01 5150	Solid Waste Management and Recycling Plan
01 5250	Fire Protection Plan
01 5320	Tree Care and Protection
01 5350	Construction Fencing
01 5400	Site Security and Safety
01 5700	Storm Water Pollution Prevention Plan (SWPPP)
01 5800	Project Identification and Signs
01 6000	Product Requirements
01 6300	Product Substitution Procedures
01 6400	Owner Furnished Owner Installed/Contractor Installed (OFOI/OFCI) Items
01 7250	Surveying and Field Engineering
01 7310	Cutting and Patching
01 7400	Cleaning
01 7700	Closeout Procedures
01 7800	Closeout Submittals
01 7820	Operation and Maintenance Data
01 8200	Demonstration and Training
01 9113	General Commissioning Requirements

END OF DOCUMENT 01 0111

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DOCUMENT 01 1000

SUMMARY OF WORK

ARTICLE I – GENERAL

1.01. Summary

- A. Document includes summary of work including:
 - 1.02 Work Covered By Contract Documents
 - 1.03 Proposal Items, Cost Items, Allowances, and Alternates
 - 1.04 Work Under Other Contracts (Not Used)
 - 1.05 Future Work (Not Used)
 - 1.06 Work Sequence
 - 1.07 Work Days and Hours
 - 1.08 Cooperation of Contractor and Coordination with Other Work
 - 1.09 Maintenance, Product Handling, and Protection
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 - 1.18 Parking
 - 1.19 Laydown/Staging Area
 - 1.20 Permits
 - 1.21 Punch List Verification
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 - 1.24 Site Administration
 - 1.25 CEQA Mitigations
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 - 1.30 Not Used
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 - 2.01 Products Ordered In Advance
 - 2.02 Owner-Furnished Products
 - 2.03 Preservation of Cultural Resources
 - 3.01 Safe Use of Pesticides
 - 3.02 Air Pollution Control
 - 3.03 Water Pollution Control
 - 3.04 Sound Control
 - 3.05 Worker’s Sanitary Provisions & Use of Owner’s Facilities
 - 3.06 Equal Opportunity Requirements
 - 3.07 Foreign Materials & Assemblies
 - 3.08 Preservation of Cultural Resources

1.02. Work Covered By Contract Documents

- A. The project will be constructed on a 9.7 acre parcel located at 1050 Mission Road in South San Francisco. The parcel is currently occupied by the North County Superior Courts, Probation

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Departments, and vacated North Court Jail. The proposed building is intended to be approximately 40,000 gross square feet with surface parking to provide adequate accommodations for the public and staff.

- B. CMR shall collaborate with the Design Teams and the Owner to finalize the phasing and implementation plan for the Project and any Project Components. The phasing and implementation plan will be finalized and approved during the design process with input from Owner, Architects, and CMR.
- C. The Authorities Having Jurisdiction (AHJ) for all Project components includes, but are not limited to, State and City of South San Francisco Fire Marshals, County of San Mateo Environmental Health Department, County of San Mateo Planning and Building Department and all other relevant agencies.
- D. Furnish all labor, materials, equipment, services, permits, temporary controls and construction facilities, and all general conditions, seismic requirements, general requirements and incidentals required to complete the Work in its entirety as described in the Contract Documents.
- E. The Work of this Contract includes Proposal and cost items shown in Document 00 4001 (Proposal Price Form) and other cost items described in this Section.
- F. The Work of this Contract comprises construction of all the Work indicated, described in the Specifications, or otherwise required by the Contract Documents.
- G. Unless provided otherwise in the Contract Documents, all risk of loss to Work covered by Contract Documents shall rest with Contractor until Final Acceptance of the Work.
- H. Contractor's use of the premises for Work and storage is limited to the area indicated.
- I. Contractor shall be solely responsible for all utilities (including without limitation electricity, water, gas, low voltage etc.) at the Site and/or required to perform the Work.
- J. Existing materials and equipment removed and not reused as a part of the Work shall be returned to Owner. Contractor shall carefully remove, in a manner to prevent damage, all materials and equipment specified or indicated to be salvaged and reused or to remain the property of Owner. Contractor shall store and protect salvaged items specified or indicated to be reused in the Work.
- K. Salvaged items not to be reused in the Work, but to remain Owner's property shall be delivered by Contractor in good condition to Owner.
- L. Any items specified or indicated to be salvaged which are damaged in removal, storage, or handling through carelessness or improper procedures shall be replaced by Contractor in kind or with new items.
- M. Contractor may furnish and install new items instead of those specified or indicated to be salvaged and reused, in which case such removed items will become Contractor's property.
- N. Existing materials and equipment removed by Contractor shall not be reused in the Work, except where so specified or indicated. Remove, cut, alter, replace and repair existing equipment and casework, as necessary to install new Work. Except as otherwise shown or specified, do not cut, alter or remove any structural Work, and do not disturb any ducts, plumbing, steam, gas, or electrical Work without approval of Owner. Existing Work (walls, structures, partitions, floors, mechanical and electrical Work, etc.) disturbed or removed as a result of performing required new Work, shall be restored to the original conditions. Existing Work to be altered or extended and that found to be defective in any way, shall be reported to Owner before commencing Work. Materials and workmanship used in restoring Work, shall conform in type and quality to that of original existing construction, except as otherwise shown or specified.
- O. Prior to Proposal, Contractor shall review all existing facilities that are related to this Contract and shall be familiar with all utilities requirements and construction.
- P. Provide overall management control and coordination of all the parties under its control involved in Project's construction phase including, but not limited to, all Trade Subcontractors and direct material suppliers or equipment suppliers, and coordination with all other parties involved in Project's construction phase including, but limited to, Project Inspector, inspection and testing companies, surveyors, state and local authorities, Architects/Engineers, and all pertinent Owner departments.

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- Q. Prepare and process letters, paperwork and other related elements for the administration of the Project. Maintain construction files to properly organize and keep all necessary documents.
- R. Develop with the County a construction management tool in order to maintain fully computerized, integrated and coordinated protocol to manage change order, COR, ACD, ASI, CCD, submittal log, RFI tracking, deficiency lists, payment requests, etc.
- S. Coordinate access to the Work by Owner's inspection personnel for random job site visits. Document preconstruction conditions of the site and adjacent improvements through photographs and advise if other measures are reasonably necessary.
- T. Ensure that as-built documents are being recorded as construction progresses and deliver these documents to Owner when construction is complete. CMR shall make its best efforts to see that the documents are organized, indexed and complete.
- U. Continuously comply with all testing, inspection and observations (TIO) requirements and all other statutory requirements.
- V. As part of Project close out, collaborate with Owner's Project team, including without limitation Owner, Project Inspector and Architects/Engineers, to develop and implement procedures for: completion of punch list items, TIO documentation, operational systems and equipment, training Owner's building maintenance staff, and initial startup, commissioning and testing. Prepare and deliver warranties, coordinate and submit as-built drawings, prepare maintenance manuals, complete training programs, and administer Project closeout. Ensure performance of all warranty obligations, resolution of all claims and disputes, and other post-construction requirements (including LEED requirements required for certification and Net Zero Energy) through Final Completion.

1.03. Proposal Items, Cost Items, Allowances, And Alternates

- A. Descriptions of Lump Sum Proposal and Cost Items (listed by Cost Item Numbers) That Comprise the Contract Sum.
 - 1. Proposal and Cost Item 1. Pre-Construction Services: As described in Document 00 5251 (Pre-Construction and CMR Services).
 - 2. Proposal and Cost Item 2. CMR Fee: As described and identified on Appendix A hereto, including without limitation, all CMR fees, profit and margins of all types, home-office overhead and assumption of risk assigned to CMR under the Contract Documents.
 - 3. Proposal and Cost Item 3. CMR General Conditions: As described and identified on Appendix B hereto, including without limitation, all CMR general conditions items.
 - 4. Proposal and Cost Item 4. CMR General Requirements: As described and identified on Appendix C hereto, including without limitation, all CMR general requirements items.
 - a. GR 1 – Lump Sum price provided in the Proposal for the General Requirements items listed in Appendix B; and
 - b. GR 2 – Price to be determined and solicited for bidding during subcontractors buy-out in Phase 1 for the General Requirement Items listed Appendix B.
 - 5. Cost Item 5. Direct Cost of Construction that is the Aggregate total Cost of Work of Subtrade including any authorized Self-Perform Subtrade Work: As provided in Document 00 5201 (Agreement).
 - a. Lump sum.
 - 6. Proposal and Cost Item 6. Contingency. As provided in Document 00 5201 (Agreement).
 - 7. Proposal and Cost Item 7. Bonds, Insurance and Taxes. As described and identified on Appendix D hereto and as required per Document 00 6113.12, Document 00 6113.18 and Document 00 7311.
- B. Not Used
- C. Allowances.
 - 1. If applicable, allowance work shall be done as Change Orders and as specified in Document 01 2600 (Contract Modification Procedures). Identify Allowance Items work on the Progress Schedules and on Applications for Payment.

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2. The amounts given below with each Allowance Item, if applicable, is the sum of money set aside for each Allowance Item. These amounts shall be included in the applicable Proposal and Cost Items indicated below.
 3. If the cost of work done under any Allowance Item is less than the amount given below for that Allowance Item, the Contract Sum shall be reduced by the difference between the amount given below and the cost of work actually done. If the cost of work done under any Allowance Item is greater than the amount given below for that Allowance Item, the Contract Sum shall be increased by the difference between the amount given below and the cost of work actually done.
- D. Alternates.
1. Notwithstanding any inclusion of any Alternates selected by Owner in Award of Contract or the Contract Documents, (a) Contractor shall not proceed with any Alternate without receiving a written notice to proceed from Owner, (b) Owner may, at any time, accept any Alternate from the Contract Documents and adjust (up or down, as applicable) Contract Sum by the Proposal amount for the item without any other cost to Owner or payment of any other amount to Contractor.
 2. Scope of Alternates: [not used]
- E. Payment of all items is subject to provisions of Contract Documents, including without limitation Document 01 2900 (Payment Procedures).
- F. For all Proposal and Cost Items, furnish and install all work indicated and described in Specifications and all other Contract Documents, including connections to existing systems. Work and requirements applicable to each individual Item, or unit of Work, shall be deemed incorporated into the description of each Proposal or Cost Item (whether Lump Sum, Unit Price).
- G. Contractor shall develop its schedule of values and monthly payment applications to track progress, pricing and completion of each Proposal and cost item. Proposal and Cost Items are not intended to be exclusive descriptions of work categories and CMR shall determine and include in its pricing all materials, labor, and equipment necessary to complete each Proposal or Cost Item as shown and specified.
- H. Any Trade Subcontract Proposal or Proposal or Cost Item within a Trade Subcontract Proposal, may be deleted from the Work and Contract Sum, in total or in part, prior to or after award of Contract without compensation in any form or adjustment of other Proposal or Cost Items or prices therefore.

1.04. Work Under Other Contracts

- A. [not used]

1.05. Future Work

- A. [not used]

1.06. Work Sequence

- A. For purposes of satisfying Contract milestones, Contractor shall perform Work in the following sequence:
 1. Phase 1: Pre-Construction Phase
 2. Phase 2: Construction Phase (if authorized by Owner)
- B. Unless otherwise authorized and directed by Owner, Contractor shall achieve Substantial Completion of all Phase 1 Work and Owner shall issue Document 00 5501-B (Notice to Proceed for Construction) before commencing any Phase 2 Work.
- C. Without limiting the foregoing, Contractor shall construct Work in stages and at times to accommodate Owner operation requirements during the construction period; and shall coordinate all construction schedules and construction operations with Owner.
- D. Contractor acknowledges that shoring will be required to maintain a safe excavation and to protect facilities, including both existing and recently constructed under this Contract. All expenses for shoring of excavations shall be included in the appropriate cost items.

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- E. Contractor acknowledges that management of surface and groundwater will be required at the Site, particularly during and after rain. Contractor shall take all appropriate measures, including, but not limited to, dewatering, pumping, diversion and removal of surface and ground water from the Site and adjacent property, lime treatment where necessary, to prevent accumulations of water and to facilitate reasonable construction progress during and after rains, and SWPP compliance. See also paragraph 1.26 below.

1.07. Work Days And Hours

- A. Normal working days and hours: Monday-Friday inclusive, 7:00 a.m.-5:00 p.m., local time, or as approved in writing by Owner representative.
- B. Contractor is advised that operating hours in the areas where work will be performed may vary and flexibility in hours should be incorporated into the Project Schedule at no additional cost to Owner.
- C. Work at the Site on evenings (except as provided above), Saturdays, Sundays, or holidays is not permitted, unless Contractor requests otherwise from Owner in writing at least 48 hours in advance and Owner approves in its sole discretion. In the case of Work by Contractor other than normal working hours identified in paragraph 1.07.A. above, Contractor shall be responsible for any additional inspection costs incurred by Owner. Such costs may be withheld from any succeeding monthly progress payment.
- D. Connections to or Alterations of Existing Facilities. Unless otherwise specified or indicated, Contractor shall make all necessary connections or alterations to existing facilities, including structures, drain lines, and utilities such as water, sewer, gas, telephone, and electric, as the Plans require. In each case, Contractor shall provide advance notice to and receive permission from Owner or the owning utility prior to undertaking any connection or making any alteration.
- E. Contractor shall protect facilities against deleterious substances and damage.
- F. Normal Hours Of Work for Contractor's operations, which are located within city limits, must comply with County of San Mateo ordinances and requirements of the City of South San Francisco. Contractor's operations in the County's unincorporated areas or areas which border a city, town or other county must comply with requirements of San Mateo County or requirements adopted by other jurisdictions, whichever are more stringent. In case of conflict between the requirements of a city, the County, and the requirements of the Contract Documents, the most restrictive requirements will govern.

1.08. Cooperation Of Contractor And Coordination With Other Work

- A. Contractor shall coordinate with Owner and any Owner forces, or other contractors and forces, as required by Document 00 7200 (General Conditions), Article VI.
- B. Contractor shall submit all required Coordination Drawings as soon as practical to insure efficient installations and to avoid conflicts. The timing of said submittals may vary depending on the timing of shop drawing approvals and equipment and material submittals, but must be in time to allow for proper review and approval before the start of work associated with the coordination drawings.
- C. Contractor shall coordinate the construction schedule with the schedule of Owner for normal power service installation.
- D. Noise: Construction activities shall at all times comply with applicable local noise ordinance and applicable Cal-OSHA regulations. Contractor shall further coordinate and schedule construction operations as specified herein.

1.09. Maintenance, Product Handling, And Protection

- A. Contractor shall transport, deliver, handle, and store materials and equipment at the Site in such a manner as to prevent the breakage, damage or intrusions of foreign matter or moisture, and otherwise to prevent damage.
- B. Hazardous substance compliance. Contractor shall provide Owner with copies of the OSHA Material Safety Data Sheets (MSDS) for all products containing a hazardous substance, examples: Adhesives, paints, sealants, and the like.
- C. Packaging. Contractor shall provide packaged material in manufacturer's original containers with seals unbroken and labels intact until incorporated into the Work.

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- D. Contractor shall remove all damaged or otherwise unsuitable material and equipment promptly from the Site.
- E. Protection. Contractor shall protect all finished surfaces.
- F. Asbestos Removal. If, during the progress of the Work, suspected asbestos-containing products are identified, Contractor shall stop work in the affected area and immediately notify Owner, and engage an asbestos removal Subcontractor to verify the materials and, if necessary, encapsulate, enclose, or remove and dispose of all asbestos in accordance with current regulations of the Environmental Protection Agency and the U. S. Department of Labor – Occupational Safety and Health Administration, the state asbestos regulating agency, and any local government agency. Payment for such work will be made by Change Order.
- G. Asbestos Removal Subcontractor's Qualifications. The Subcontractor for asbestos removal shall be regularly engaged in this type of activity and shall be familiar with the regulations that govern this work. The Subcontractor shall demonstrate to the satisfaction of Owner that it has successfully completed at least three asbestos removal projects, that it has the necessary staff and equipment to perform the work, and that it has an approved site for disposal of the asbestos. Liability insurance covering the asbestos abatement work shall be provided as specified in the Supplementary Conditions.
- H. Asbestos Removal Methods. The hazardous material removal Subcontractor shall follow the County Work Plan provided in Document 00 7301 Supplementary Conditions before beginning work and shall certify that the methods are in full compliance with the governing regulations. The work plan shall cover all aspects of the removal, including health and safety of employees and building occupants, hygiene facilities, employee certification, clearance criteria, transportation and disposal, enclosure techniques, and other techniques appropriate for the proposed work.
- I. Cost of maintenance of systems and equipment prior to either Substantial Completion or Final Completion will be considered as included in prices Proposal and no direct or additional payment will be made therefore.

1.10. Partial Occupancy/Utilization Requirements

- A. Contractor shall allow Owner to take possession of and use any completed or partially completed portion of the Work during the progress of the Work as soon as is possible without interference to the Work.
- B. Possession, use of Work, and placement and installation of equipment by Owner shall not in any way evidence the completion of the overall Work.
- C. Contractor shall not be held responsible for damage to the occupied part of the Work resulting from Owner occupancy.
- D. If so requested by Owner, Contractor shall make available, in areas occupied, on a 24-hour per day and seven-day per week basis if required, any utility services, heating, and cooling in condition to be put in operation at the time of occupancy.
 - 1. Responsibility for operation and maintenance of said equipment shall remain with Contractor.
 - 2. Contractor shall make, and Owner shall certify, an itemized list of each piece of equipment so operated with the date operation commences.
 - 3. Itemized list noted above shall be basis for commencement of warranty period for equipment.
 - 4. Owner shall pay for utility cost arising out of occupancy by Owner during construction.
- E. Use and occupancy by Owner prior to acceptance of Work does not relieve Contractor of its responsibility to maintain insurance and bonds required under the Contract until entire Work is completed and accepted by Owner.
- F. Prior to date of Final Acceptance of the Work by Owner, all necessary repairs or renewals in Work or part thereof so used, not due to ordinary wear and tear, but due to defective materials or workmanship or to operations of Contractor, shall be made at expense of Contractor, as required in Document 00 7200 (General Conditions).
- G. Use by Owner of Work or part thereof as contemplated by this Document 01 1000 shall in no case be construed as constituting acceptance of Work or any part thereof. Such use shall neither relieve Contractor of any responsibilities under Contract, nor act as waiver by Owner of any of the conditions thereof.

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- H. Owner may specify in the Contract Documents that portions of the Work shall be substantially completed on dates prior to substantial completion of all of the Work. Contractor shall notify Owner's Representative and Architect/Engineer in writing when Contractor considers any such part of the Work ready for its intended use and substantially complete and request Owner to issue a Certificate of Substantial Completion for that part of the Work.

1.11. Contractor Use Of Premises And Coordination With Owner

- A. Contractor shall confine operations at Site to areas permitted by Contract Documents, permits, ordinances, and laws.
- B. Contractor shall not unreasonably encumber Project Site with materials or equipment.
- C. Contractor shall limit use of premises for work and for storage. No storage of construction materials outside designated areas will be permitted.
- D. Contractor shall assume full responsibility for protection and safekeeping of products stored on premises.
- E. Contractor shall move any stored products that interfere with operations of Owner or other contractor.
- F. Contractor shall coordinate parking, storage, staging, and work areas with Owner, and comply with all other Contract documents requirements.

1.12. Lines And Grades

- A. All Work shall be done to the lines, grades, and elevations indicated on the Drawings.
- B. Upon request, Owner shall provide basic horizontal and vertical control points to be used as datums for the Work. All additional survey, layout, and measurement work shall be performed by Contractor as a part of the Work.
- C. Contractor shall provide at its cost an experienced instrument person, competent assistants, and such instruments, tools, stakes and other materials required to complete the survey, layout, and measurement work. In addition, Contractor shall furnish at its cost competent persons and such tools, stakes, and other materials as Owner (and/or any Architect/Engineer) may require in establishing or designating control points, or in checking survey, layout, and measurement work performed by Contractor. Although measurement, sampling, and testing may be considered evidence as to conformity with the Drawings, Owner's Authorized Representative is the sole judge as to whether the Work or materials deviate from the requirements of the Drawings, and the decision of the Owner's Authorized Representative as to any allowable deviation therefrom is final.
- D. Contractor shall keep Owner informed, a reasonable time in advance, of the times and places at which it wishes to do Work, so that any checking deemed necessary by Owner may be done with minimum inconvenience to Owner and minimum delay to Contractor.
- E. Contractor shall remove and reconstruct Work which is improperly located.

1.13. Protection Of Existing Structures, Utilities And Special Conditions

- A. For all work involving trenching or excavation of any type, Contractor shall locate all known existing installations and underground facilities, before proceeding with trenching or other operations which may cause damage, shall maintain them in service where appropriate, and shall repair any damage to them caused by the Work, at no increase in Contract Sum.
- B. Additional utilities whose locations are unknown to Owner are suspected to exist. Contractor must be alert to their existence and, before excavation Work begins, shall develop appropriate safety measures to prevent harm to such additional utilities and then employ those safety measures during the Work. Contractor also, before excavation Work begins, shall develop a delay mitigation strategy to employ if additional utilities are encountered. If additional utilities are encountered, Contractor must immediately begin delay mitigation efforts and report to Owner for disposition of the Work affected by the additional utility discovery.
- C. Additional special underground conditions whose locations are unknown to Owner may exist, including without limitation Native American burial sites. Before excavation Work begins, Contractor shall develop, submit for review and employ appropriate safety measures during the Work to prevent harm to such special conditions and develop a delay mitigation strategy to employ

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if such special conditions are encountered. If such additional special conditions are encountered, Contractor must immediately notify Owner, coordinate with Owner as necessary or requested, begin delay mitigation efforts, and report to Owner for disposition of the Work affected by the discovery of the underground condition.

- D. In addition to reporting, if a utility or special underground condition is damaged, Contractor must take appropriate action as provided in Document 00 7200 (General Conditions).
- E. Additional compensation or extension of time on account of utilities or other special underground condition not indicated or otherwise brought to Contractor's attention including reasonable action taken to protect or repair damage shall be determined as provided in Document 00 7200 (General Conditions).

1.14. Damage To Existing Property

- A. Contractor will be responsible for any damage to existing structures, Work, materials, or equipment because of its operations and shall repair or replace any damaged structures, Work, materials, or equipment to the satisfaction of, and at no additional cost to, Owner.
- B. Contractor shall protect all existing structures and property from damage and shall provide bracing, shoring, or other work necessary for such protection.
- C. Contractor shall be responsible for all damage to streets, roads, curbs, sidewalks, highways, shoulders, ditches, embankments, culverts, bridges, or other public or private property, which may be caused by transporting equipment, materials, or workers to or from the Work. Contractor shall make satisfactory and acceptable arrangements with the agency having jurisdiction over the damaged property concerning its repair or replacement.

1.15. Noise and Vibration Control

- A. Noise and vibration shall be kept to a minimum in construction operations. Use of jackhammers and rotohammers are not permissible, except with prior approval from Owner. Use of open-air radios is prohibited.
 - 1. Contractor shall conduct its Work in conformance with any noise abatement and control requirements of the County of San Mateo and City of South San Francisco.
 - 2. Coredrilling, sawcutting and jackhammering of concrete inside and outside the building, and all construction Work within occupied spaces shall be performed on regular hours.
- B. When required by OSHA Standards, construction workers shall be provided with ear protection to operate equipment.
- C. Contractor shall take reasonable measures to avoid unnecessary noise. Such measures shall be appropriate for the normal ambient sound levels in the area during working hours. All construction machinery and vehicles shall be equipped with practical sound-muffling devices, and operated in a manner to cause the least noise consistent with efficient performance of the Work. During construction activities on or adjacent to occupied buildings, and when appropriate, Contractor shall erect screens or barriers effective in reducing noise in the building and shall conduct its operations to avoid unnecessary noise which might interfere with the activities of building occupants.
- D. Contractor shall ensure and provide certification to Owner that all construction equipment and vehicles used for the Work are:
 - 1. Maintained in good mechanical condition
 - 2. Equipped with properly installed engine mufflers

1.16. Dust Control

- A. Contractor shall take reasonable measures to prevent unnecessary dust and comply with ICRA Permit requirements. The following items shall be specifically implemented to control dust:
 - 1. All construction locations with active excavation shall be watered at least twice daily.
 - 2. Cover all trucks hauling soil, sand, and other loose materials.
 - 3. Pave, apply water daily, or apply non-toxic soil stabilizers on all un-paved access roads, parking areas, and staging areas at construction site.
 - 4. Sweep daily with water sweepers all paved access roads, parking areas, and staging areas at construction sites during earthwork activities.

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5. Enclose, cover, water twice daily, or apply non-toxic soil binders to exposed stockpiles (dirt, sand, etc.)
 6. Limit the speed of all construction vehicles to 5 miles per hour while on un-paved roads at the Site.
- B. Buildings or operating facilities which may be affected adversely by dust shall be adequately protected from dust. Existing and new machinery, motors, instrument panels, or similar equipment shall be protected by suitable dust screens. Proper ventilation shall be included with dust screens.
- C. Building Interiors: provide dust barriers, walk-off pads, etc. to minimize dust infiltration in buildings. Contractor will clean interior common areas (e.g., corridors, lobbies) at the end of each work day and as required by Owner.

1.17. Odor Control

- A. Contractor shall make every effort to minimize the levels of odors and fumes and similar items to the extent possible and in accordance with local ordinances or other requirements and with written authorization from Owner.

1.18. Parking

- A. Contractor shall coordinate parking permits with Owner. Use of mass transit and carpooling are strongly encouraged and costs of such for Contractor would be the responsibility of Contractor.

1.19. Laydown/Staging Area

- A. Contractor shall utilize an **approved Owner's designated area** for storage of all construction materials, and no other area at or adjacent to the site. This area shall be fenced and locked by Contractor for security purposes.

1.20. Permits

- B. Contractor shall obtain all permits and licenses required for the Work, and shall pay all charges and fees, give notices necessary and incident to the due and lawful prosecution of the Work, unless otherwise specified.
- C. An approved set of plans and specifications shall be kept at the job site by the Contractor readily available for inspection during regular hours for the duration of the Project.
- D. Applicable permits: Permits, agreements, or written authorizations that are known by Owner to apply to this project are listed below.
1. Building Permit. Owner will obtain Building Permit assisted by the Architects/Engineers.
 2. Cal/OSHA Permit. The Contractor shall obtain, all applicable permits required by Cal/OSHA, including but not limited to:
 - a. Construction of trenches or excavations that are five feet or more in depth and into which a person is required to descend.
 - b. Erection or dismantling of vertical shoring systems more than three stories high, or the equivalent height (36 feet).
 3. Shoring and trenching permit as required by OSHA and/or local authorities.
 4. All other permits that may be required, such as electrical, mechanical, fire prevention, encroachment, irrigation, grading, slope protection, tree cutting, etc., have not been applied for and shall be obtained by Contractor. Applicable permit fees will be reimbursed to the extent specified in Document 00 7200 (General Conditions).
 5. See also Documents 01 4100 (Regulatory Requirements) and 01 4200 (References and Definitions).

1.21. Punch List Verification

- A. A punch list examination will be performed upon Substantial Completion of each Project Component. One follow-up review of punch list items for each discipline will be provided. If further Site visits are required to review punch list items due to incompleteness of the Work by Contractor, Contractor shall reimburse Owner for these additional visits.

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1.22. Unfavorable Construction Conditions

- A. During unfavorable weather, wet ground, or other unsuitable construction conditions, Contractor shall confine its operations to Work which will not be affected adversely by such conditions. Access for construction personnel shall be limited to 7:00 a.m. to 5:00 p.m. local time, or as approved by Owner representative. No portion of the Work shall be constructed under conditions which would affect adversely the quality or efficiency thereof, unless special means or precautions are taken by Contractor to perform the Work in a proper and satisfactory manner. The Contractor will employ best practices to manage the construction site during inclement weather. Persons performing the Work shall examine surfaces to receive their Work and shall report in writing to Contractor, with copy to Owner representative and the Architect conditions detrimental to the Work. Failure to examine and report discrepancies makes the Contractor responsible, at no increase in Contract Sum, for corrections Owner may require. Commencement of Work constitutes acceptance of surface.

1.23. Construction Site Access

- A. Contractor shall at all times limit access to the Site to necessary personnel only. All personnel associated with construction of the Project shall enter the site through Contractor's access gate, at the location indicated on the Drawings.
- B. All mail and deliveries (Federal Express, equipment, etc.) shall be sent to a separate address (at Contractor's gate), specifically arranged by Contractor for the Project. Contractor is responsible for providing adequate signage (subject to Owner approval) to alert delivery persons to the new address. Owner will not receive or forward Contractor mail or deliveries.

1.24. Site Administration

- A. Contractor shall be responsible for all areas of the Site used by it and by all Subcontractors in the performance of the Work. Contractor shall exert full control over the actions of all employees and other persons with respect to the use and preservation of property and existing facilities, except such controls as may be specifically reserved to Owner or others. Contractor shall have the right to exclude from the Site all persons who have no purpose related to the Work or its inspection, and may require all persons on the Site (except Owner's employees) to observe the same regulations as Contractor requires of its employees.

1.25. CEQA Mitigations

- A. Contractor shall be responsible to assist the Owner in the development of the Environmental Impact Report (EIR) along with the implementation of any mitigation measures needed in compliance to the environmental conditions per CEQA which apply to this Project. A copy of the DEIR can be downloaded on PDU website for reference at this link - <https://goo.gl/sRzxDa>
- B. Contractor shall assist in compliance to the latest State Clearinghouse mitigation regulations and requirements. The proposed mitigation measures include but are not limited to the following areas:
 - 1. Air Quality
 - 2. Biology
 - 3. Climate Change
 - 4. Cultural/Historical/Tribal
 - 5. Noise
 - 6. Traffic

1.26. NPDES Stormwater Permit Requirements

- A. Owner is the responsible party for filing the Project's 'Notice of Intent' (**NOI**) and paying the annual permit fee. Upon obtaining permit coverage Contractor shall be fully responsible for implementing all requirements of the Construction General Permit, Order 2009-0009-DWQ, as amended (**General Permit**), and the Project's Storm Water Pollution Prevention Plan (**SWPPP**) (see Document 01 5700).
- B. Before disturbing any soil, Contractor shall verify that coverage under the General Permit has been obtained and that Owner has filed an NOI. Contractor shall implement and monitor the Project's

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SWPPP in accordance with all State of California Water Resources Control Board (SWRCB) requirements. Contractor shall have a Qualified SWPPP Practitioner (**QSP**) on the Project Site throughout the construction process as required by the SWRCB, and the QSP shall file all required reports with the SWRCB. Contractor shall be solely responsible for paying, and shall pay, any fines levied by the State of California for failing to file required reports or information.

- C. Without limiting the foregoing, Contractor shall:
1. Quarterly monitor and report on any non-storm water discharges, prepare pre-storm, during storm and post-storm reports and perform weekly BMP inspection reports.
 2. Before September 1 of each year the Project is under construction, compile and prepare all information required for the preparation of the Project's 'Annual Report' and shall submit it to Owner in a timely fashion so Owner can timely submit it to the SWRCB.
 3. At completion of construction, compile and prepare all information required for the preparation of the Project's 'Notice of Termination' (**NOT**) and shall submit it to Owner in a timely fashion so Owner can timely submit it to the SWRCB.

1.27. Construction Safety Risk Assessment (CSRA)

- A. Contractor shall coordinate a pre-construction site meeting and site walk for the sole purpose of conducting Owner's Construction Safety Risk Assessment (CSRA). The CSRA shall be conducted at least thirty (30) days prior to any Phase II work. The attendees for this meeting will be Owner's Project Manager, Owner's IOR, Contractor's Authorized Representative, and Owner's Environmental Health & Safety (EH&S) Representative.
- B. During this pre-construction site meeting and site walk the EH&S Representative will gain an understanding of the scope of the Project, identify potential safety hazards, and recommend safety measures that will be required to be implemented prior to any construction work. At the conclusion of this meeting and walk of the construction site Owner's CSRA form will be completed as required by Owner's EH&S policy.

1.28. Not Used

1.29. Not Used

1.30. Not Used

1.31. Welding Permit Requirements

- A. Contractor is required to submit Owner's Welding Permit for any hot work or any use of a sparking tool. This Welding Permit request must be submitted 48 hours in advance of the work.
- B. Contractor is required to follow and ensure that all Subcontractors and any other site visitor follow the Welding Permit requirements at all times when on Owner's campus. Failure to follow the Welding Permit requirements will result in the specific Contractor, Subcontractor or other site visitor being required to permanently leave Owner's campus.

ARTICLE II – PRODUCTS

2.01. Products Ordered In Advance: N/A

2.02. Owner Furnished/Contracted Installed Products

See also Document 01 6400 (Owner Furnished Owner Installed/Contractor Installed (OFOI/OFCI) Items).

- A. Owner's Responsibilities.
1. Arrange for and deliver Owner-reviewed Shop Drawings, Product Data, and Samples, to Contractor.
 2. Arrange and pay for delivery to site.
 3. On delivery, inspect products jointly with Contractor.
 4. Submit claims for transportation damage and replace damaged, defective, or deficient items.
 5. Arrange for manufacturers' warranties, inspections, and service.

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- B. Contractor's Responsibilities.
 - 1. Review Owner-reviewed Shop Drawings, Product Data, and Samples.
 - 2. Receive and unload products at site; inspect for completeness or damage jointly with Owner.
 - 3. Handle, store, install, and finish products.
 - 4. Repair or replace items damaged after receipt.
 - 5. Install into Project per Contract Documents.

ARTICLE III – OTHER REQUIREMENTS

3.01. Safe Use of Pesticides

- A. Contractor must comply with all Federal, State and local rules and regulations governing pesticides that are required or used in performing Work.
- B. The term pesticide includes, but is not limited to: herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliant, desiccants, soil sterilants, repellents, and any substance or mixture of substances intended for preventing, repelling, mitigating, or destroying weeds, insects, diseases, rodents, or nematodes, and any substance or mixture of substances intended to use as a plant regulator, defoliant, or desiccant.
- C. Contractor must comply with San Mateo County Ordinance Code relating to integrated pest management and pesticide use. The Ordinance includes, but is not limited to specific requirements for:
 - 1. restricted or prohibited use of certain pesticides
 - 2. record keeping
 - 3. reporting
 - 4. public notice and posting requirements

3.02. Air Pollution Control

- A. Contractor and each Subcontractor must comply with all air pollution control rules, regulations, ordinances, statutes, and Project specific permit requirements of the Bay Area Air Quality Management District (**BAAQMD**) and all other regulatory agencies that apply to any Work performed. If there is a conflict between the Bay Area Air Quality Management District rules, regulations, ordinances, and statutes and the rules, regulations, ordinances, and statutes of other regulatory agencies, the most stringent shall govern.
- B. Contractor must not discharge smoke, dust or any other air contaminants into the atmosphere in such quantity as will violate any regulations.
- C. Contractor must minimize dust nuisances resulting from performance of the Work, both inside and outside the Project limits, by applying either water or dust palliative, or both.

3.03. Water Pollution Control

- A. Contractor must comply with all Federal, State and local water pollution prevention and storm drain pollution prevention rules, regulations, ordinances, statutes, guidelines, and Project specific permit requirements.
- B. If required by law, ordinance, regulation, code, permit or the requirements of the Contract Documents, Contractor must prepare a Project Specific Storm Water Pollution Prevention Program (**SWPPP**). See also Paragraph 1.26 and Document 01 5700 (SWPPP).
- C. Contractor must exercise every reasonable precaution to protect storm drains, channels and all bodies of water from pollution, and must conduct and schedule operations so as to avoid or minimize muddying and silting of any waters. Contractor must construct whatever facilities are necessary or requested by Owner to provide prevention, control and abatement of water pollution.
- D. No provision of the Contract Documents relieves Contractor of responsibility for compliance with California Fish and Game Code §5650 et seq, and §12015 et seq, and applicable regulations of the Regional Water Quality Control Board, San Mateo County flood control and water district requirements, or other applicable statutes relating to prevention and removal of water pollution.

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- E. Compliance with water pollution requirements does not relieve Contractor from responsibility to comply with all provisions of the Contract Documents, particularly Contractor's responsibilities for damage and preservation of property.

3.04. Noise Control

- A. The Contractor must comply with all CAL OSHA requirements.
- B. The Contractor must comply with all local sound control and noise level rules, regulations, and ordinances that apply to any Work performed pursuant to the requirements of the Contract Documents.
- C. Each internal combustion engine, used for any purpose on the Project or related to the Project, must be equipped with a muffler of a type recommended by the Manufacturer. No internal combustion engine shall be operated on the Project without said muffler
- D. Noise level from and hours of Contractor's operations, that are located within city limits, must comply with city ordinances or requirements. Contractor's operations in the County's unincorporated areas or areas which border a city, town or other county must comply with the noise level requirements per the San Mateo County Ordinance Code, City of South San Francisco City Code and Ordinances, and other applicable requirements adopted by other jurisdictions, whichever are more stringent.
- E. Noise level requirements apply to all equipment used in the Project including, but not limited to, trucks, transit mixers, or equipment that may or may not be owned by the Contractor. The use of loud sound signals must be avoided in favor of warning lights except those required by safety laws for the protection of personnel.

3.05. Worker's Sanitary Provisions & Use of Owner's Facilities

- A. Contractor must conform to the rules and regulations for sanitary provisions established by the State, the County of San Mateo, and any other applicable jurisdictions.
- B. Contractor must provide and maintain toilets for use by its employees. These accommodations must be maintained in a neat and sanitary condition, and must comply with all applicable laws, ordinances and regulations pertaining to public health and sanitation.
- C. Contractor's personnel must not use Owner's facilities without express written permission, which will be at Owner's sole discretion. Such Owner's facilities include but are not limited to toilet facilities, food service facilities (cafeteria and coffee shop), utilities services of any kind, carts, fire extinguishers, parking, storage space and any other facilities and services.

3.06. Equal Opportunity Requirements

- A. The County of San Mateo is an equal opportunity employer. Contractor must comply with all applicable Federal, State, and local laws and regulations including San Mateo County's equal opportunity requirements. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (§503 and 504); California Fair Employment and Housing Act (Government Code §12900 et seq.); California Labor Code §1101 and §1102. Contractor must not discriminate against any Subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff rates of pay or other forms of compensation.

3.07. Foreign Materials & Assemblies

- A. Contractor must deliver materials or assemblies which are Manufactured or Fabricated outside of the United States ("**Foreign Materials & Assemblies**") to a location in San Mateo County unless otherwise directed in the Contract Documents, where they must be retained for sufficient time to permit inspection, sampling, and testing. Contractor, at no cost to Owner, must supply all facilities and arrange for all testing required by Owner. All testing by Contractor is subject to witnessing by Owner.

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- B. Contractor must furnish Owner a Certificate of Compliance from the Manufacturer or fabricator of any Foreign Materials or Assemblies. In addition, Contractor must furnish certified mill test reports clearly identifiable to the lot of material where required in the Project Manual or otherwise requested by Owner.
- C. Use of steel Manufactured outside the United States is restricted to steel which can be positively identified as having been rolled at the heat for which certified mill tests can be produced.
- D. Where Manufactured materials requiring mill test reports or Fabricated assemblies involving the welding of steel for structural steel members or the casting and pre-stressing of precast prestressed concrete members are to be performed outside the United States, such Manufactured materials or Fabricated structural members shall be provided only from those foreign Manufacturers and Fabricators who have previously established, to Owner's satisfaction, that they have the experience, knowledge, trained personnel, quality controls, equipment, and other facilities required to produce the quality and quantity of Work required.
- E. At Owner's option, prequalification of the plant and Manufacturer or Fabricator will be established either by the submission of detailed written proof thereof or through in plant inspection by representatives of the Owner, or both.
- F. Contractor must make written application to Owner for approval for foreign Fabrication at the earliest possible time and in no case less than fifty (50) Days before the planned start of Fabrication. The application must list the specific units or portion of Work that will be Fabricated outside of the United States.
- G. Contractor must advise Owner, in writing, at least twenty (20) Days before the actual start of any foreign Fabrication.
- H. All documents pertaining to the Contract, including but not limited to, correspondence, Bid Documents, Shop Drawings, Product Data, Record Documents, Requests for Information, and all other Submittals and data must be written in the English language and all numerical data must use the foot pound second system of measurement.
- I. Contractor is not entitled to an extension of Contract Time for acts or events occurring outside of the United States, and it is Contractor's responsibility to deliver Foreign Materials & Assemblies into the continental United States in sufficient time to permit timely receipt at the Project Site.

3.08. Preservation of Cultural Resources

- A. Pursuant to the National Historic Preservation Act of 1966, State laws and County ordinances, the following procedures are implemented to ensure historic preservation and fair compensation to Contractor for construction delays that may occur due to cultural resources discoveries.
- B. In the event potentially historical, architectural, archaeological or cultural resources (hereinafter "resources") are discovered during subsurface excavations at the Project Site, the following procedures apply:
- C. Owner will issue a "Cultural Resources – Suspend Work Order" Directing Contractor to temporarily suspend all operations at the location of such potential resources.
- D. Such "Cultural Resources – Suspend Work Order" will be effective until such time as a qualified Consultant can assess the value of such resources and make recommendations. Any "Cultural Resources – Suspend Work Order" will contain the following:
 - 1. A description of the potential resource, its location, and the area where Contractor's Work is suspended;
 - 2. A description of what part or all of Contractor's Work is suspended;
 - 3. Instructions regarding suspension of orders by Contractor for materials and services;
 - 4. Guidance regarding action to be taken by Subcontractors;
 - 5. Estimated duration of the temporary suspension.
- E. If the Consultant determines that the potential find is indeed a cultural resource, Owner will, as expeditiously as possible, advise Contractor in writing of the action to be taken regarding the find, and the anticipated time frame and extent of any Work suspension.
- F. Adjustment of Contract Time and Contract Sum
 - 1. If, in the approved Environmental Impact Report (EIR), the Work site was deemed "Archaeologically Sensitive", then the Contract Time(s) includes four (4) weeks of temporary

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suspension for cultural resources finds and there will be no payment for such suspension or any inefficiencies related thereto, up to a maximum cumulative duration of four (4) weeks delay to the Critical Path(s) of the Official Progress Schedule. If such suspension occurs, the first four (4) weeks of the Critical Path delay will be treated as an **excusable non-compensable delay** and the Contract Time will be extended in accordance with Document 00 7200.14.02 "Time Allowances."

2. If a cultural discovery at an Archaeologically Sensitive site results in a cumulative Critical Path delay that exceeds four (4) weeks, then Contractor will be entitled to an adjustment of the Contract for the Critical Path delay in excess of four (4) weeks. The Critical Path delay in excess of four (4) weeks will be treated as an **excusable compensable delay** and the Contract Time will be extended in accordance with Document 00 7200.14.02 "Time Allowances."
 3. If a cultural resource discovery was unforeseen (i.e. if the Work site was not deemed "Archaeologically Sensitive" in the EIR), Contractor may be entitled to an adjustment of the Contract in accordance with Document 00 7200.14.02 "Time Allowances."
 4. If, as a result of a temporary suspension, Owner agrees that Contractor sustains a loss which could not have been avoided by judicious handling of its forces or equipment, or by redirection of forces or equipment to perform other Work on the Contract, Contractor will be paid for idle time of equipment and labor by Force Account as provided in Document 00 7200.14.01 "Alterations, Modifications and Force Account Work."
- G. Documentation
1. Beginning with the first Day of suspension, and for each following Day, Contractor must maintain detailed hourly records of the labor and equipment idled by such suspension, plus substantiation as to why such labor and equipment could not be used on other parts of the Work if such were the case. Such records must be of a form acceptable to Owner, signed by Contractor, and are subject to verification by Owner.
- H. Failure by Contractor to furnish the aforesaid records constitutes a waiver of Contractor's right to an adjustment in the Contract Sum.

END OF DOCUMENT 01 1000

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DOCUMENT 01 1000

APPENDIX A

**CMR Fee
(Cost Item 2)**

- A. Cost Item 2 (CMR Fee) compensates CMR for:
 - 1. All CMR profit;
 - 2. All CMR home-office overhead and expenses; and
 - 3. All CMR assumption of risk assigned to CMR under the Contract Documents.

- B. Compensation for profit includes without limitation:
 - 1. Fees of all types, nature and description; and
 - 2. Profit and margins of all types, nature and description.

- C. Compensation for home office overhead and expenses includes:
 - 1. All direct and indirect operating, maintenance and overhead costs of any nature whatsoever incurred by CMR at any location other than the Project specific site office(s), including but not limited to CMR's principal or branch offices:
 - (a) office space;
 - (b) furniture and equipment;
 - (c) leasing and rental costs;
 - (d) maintenance;
 - (e) supplies, equipment, and machinery as it relates to (a);
 - (f) phone systems, computer systems and data systems as it relates to (a);
 - (g) utilities as it relates to (a);
 - (h) training of any kind.
 - 2. Salaries, benefits, and other fringe benefits and other compensation of CMR's personnel incurred by CMR at Project specific site office(s)
 - 3. CMR's capitalized expenses (e.g. depreciation)
 - 4. Accounting activity as it relates to payroll calculations and distribution.
 - 5. Travel expense reimbursement as allowable pursuant to GSA Per Diem Rates for CONUS (Continental United States).
 - 6. Safety programs.
 - 7. Storage of materials, electronic or in hard copy.
 - 8. All corporate safety and quality control/quality assurance personnel and development of all corporate safety and quality control/quality assurance programs.
 - 9. All insurance premiums associated with operating the home or project office (e.g. car insurance, liability insurance)..
 - 10. All hardware, software, supplies and support personnel necessary or convenient for CMR's capture, documentation and maintenance of its costs and cost accounting data and cost accounting and control systems and work progress reporting, and all associated files and records, and for response to and support of any and all Owner audit requests, all as provided elsewhere within Contract Documents.
 - 11. All supervision of labor relations matter.
 - 12. All storage of all materials and information required pursuant to Owner requirements for Project Billing, Cost Accounting, Documentation and Auditing.

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D. Compensation for CMR's assumption of risk under Contract Documents, includes costs resulting from any of the following causes:

1. Noncompliance with the Contract Documents or fault or negligence of CMR, any Subcontractor or Vendor of any tier or anyone directly or indirectly employed by any of them, or for whose acts or omissions any of them are responsible or liable at law or under the Contract Documents;
2. Costs of repairing defective or non-conforming Work or Work damaged by CMR, Subcontractors of any tier, materialmen, anyone directly or indirectly employed by them, or for whose acts or omissions any of them are responsible or liable at law or under the Contract Documents;
3. Cost overruns of any type, including, but not limited to, costs in excess of any lump sum or not to exceed amount or GMP; costs resulting from Proposal or "buy out" errors, unallocated scope, or incomplete transfer of scope or contract terms to Trade Subcontractors.
4. Any costs incurred by CMR relating to a Change in the Work without a Change Order or Change Directive in accordance with Document 01 2600 (Contract Modification Procedures);
5. All direct and indirect costs arising out of the fault or negligence of, or failure to comply with the terms of the Contract Documents or any Subcontracts, by CMR or any Subcontractor of any tier or anyone directly or indirectly employed by any of them, or for whose acts or omissions any of them are responsible or liable at law or under the Contract Documents;
6. Costs for work or materials not within any Proposal or Cost Item or for which no price is fixed in Contract Documents, unless it is expressly specified that such work or material is to be paid for as extra work.

Costs paid under this Cost Item may not include costs paid, incurred or included in any other Proposal or Cost Item, including without limitation any Work performed by a trade Subcontractor.

END OF APPENDIX A

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DOCUMENT 01 1000

APPENDIX B

**CMR General Conditions
(Cost Item 3)**

- A. Cost Item 3 (CMR General Conditions) compensates CMR for:
1. CMR's direct costs, without overhead or profit, for salaries and related forms of compensation and employer's costs (including worker's compensation insurance and any other insurance required by law) for labor and personnel costs, of CMR's employees, while performing Work at the Project Site.
 2. CMR's costs of sub-consultant services.
- B. Personnel and Work compensated by this Proposal and Cost Item:
1. all required Project management responsibilities;
 2. all on-site services, reflected in the Staffing Plan or otherwise;
 3. monthly reporting and scheduling;
 4. routine field inspection of Work proposed;
 5. general Superintendence;
 6. general administration and preparation of cost proposals, schedule analysis, change orders and other supporting documentation as necessary;
 7. salaries of project superintendent, project engineers, project managers, safety manager, other manager, timekeeper, and secretaries;
 8. all cost estimates and updates thereto
 9. development, validation and updates to the project schedule
 10. estimating; and
 11. any other responsibilities continuing from the pre-construction phase to the construction phase following close out of pre-construction services.

Costs paid under this Proposal and Cost Item may not include costs paid, incurred or included in any other Proposal or Cost Item, including without limitation any item included in Cost Item 4 (CMR's General Requirements) or any Work performed by a Trade Subcontractor. In the event of duplication, the Contract Price will be reduced by the amount of duplication.

END OF APPENDIX B

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DOCUMENT 01 1000

APPENDIX C

**CMR General Requirements 1
(Cost Item 4)**

- A. Cost Item 4 (CMR General Requirements) compensates CMR for Project general requirement costs.
- B. Project general requirements costs compensated by this Proposal and Cost Item include without limitation:
1. All scheduling hardware, software, licenses, equipment, materials and supplies.
 2. Purchase, lease or rental, build out, procurement and maintenance of temporary on-Site facilities, Project field and office trailers and other office trailer associated temporary facilities, including without limitation. (Assume two (2) 12'x60' trailers for 24 months):
 - (a) Offices
 - (b) Telephones
 - (c) Plumbing
 - (d) Electrical: Power, lighting
 - (e) Office equipment of any types
 - (f) Information management systems
 - (g) Platforms
 - (h) Fencing, etc.
 - (i) Water
 - (j) Housekeeping
 3. All Project Site office equipment, material and supplies of all types, and all software therefore, including without limitation, computers, printers, plotters, copiers, FAX machines, audiovisual equipment, and kitchen supplies and equipment.
 4. Supplies, Office Equipment, Vehicles, for:
 - (a) All electronic media, blueprints and reproductions.
 - (b) All materials, equipment and supplies used for CMR's capture and/or management of any Project information.
 - (c) All shop drawings, submittals and similar depictions of intended work.
 - (d) All communication and/or computer network setup, and usage.
 - (e) All repair and maintenance of any item, equipment or component listed in this paragraph.
 - (f) All Project site office cleaning services.
 - (g) All safety supplies and equipment.
 - (h) All preparation, production and provision of any operation and/or maintenance manuals and any other closeout papers or materials.
 - (i) All postage.
 - (j) Procurement and use of vehicles and fuel used coincidentally in Work otherwise included in the Contract Documents.
 - (k) Health and safety requirements of CMR Personnel, required by law or Owner procedures, CMR safety plan or insurance requirements.
 5. All (non-personnel costs) of preparation, production and provision of as-built and record drawings.
 6. Surveying;
 7. Protection of Work;
 8. Handling and disposal fees;
 9. Daily and final cleanup;
 10. Repair or maintenance of any item listed herein;
 11. Other incidental Work;
 12. All items, activities, and function similar to any of those described above.

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- C. Costs paid under this Proposal and Cost Item may not include costs paid, incurred or included in any other Proposal or Cost Item, including without limitation any item included in Cost Item 3 (CMR's General Conditions) or any Work performed by a Trade Subcontractor. In the event of duplication, the Contract Price will be reduced by the amount of duplication.

- D. Exclusions. Notwithstanding any other provision of this Appendix B, costs under this Cost Item shall not include any of the following, which shall be included within the appropriate Trade Subcontractor package(s) and Cost Item 5: Costs of Trade Subcontractor bonds, insurance and taxes with respect to the Trade Subcontractor work.

- E. See also Document 00 4001 Proposal Price Form Appendix B for the determination of pricing for General requirement items under GR 1 and GR 2. Any items or components of items listed under both GR 1 and GR 2 shall be considered and construed to be included fully under GR 1.

END OF APPENDIX C

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DOCUMENT 01 1000

APPENDIX D

**Bonds, Insurance and Taxes Requirements
(Proposal and Cost Item 7)**

- A. Proposal and Cost Item 7 compensates CMR for bonds, insurance and taxes
- B. Bonds, insurance and taxes compensated by this Proposal and Cost Item include without limitation:
 - 1. All bonds required to be obtained by CMR under Contract Documents, including without limitation Document 00 6113.12 (Construction Performance Bond) (if required) and Document 00 6113.18 (Construction Labor and Material Payment Bond), including all increases to those Bonds following assignment and novation of Trade Subcontracts.
 - 2. All insurance required to be maintained by CMR under Contract Documents, including without limitation all insurance required by Document 00 7311 (Indemnification and Insurance), excluding only worker's compensation insurance and any other insurance within the scope of Proposal and Cost Item 3.
 - 3. All taxes.

END OF APPENDIX D

END OF DOCUMENT 01 1000

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DOCUMENT 01 2600

CONTRACT MODIFICATION PROCEDURES

ARTICLE I – GENERAL

1.01 SUMMARY

- A. This Document Includes a description of procedural requirements for alterations, modifications, and extras and the following sections:
 - 1. Article 1 – General
 - 2. Article 2 – Products (Not Used)
 - 3. Article 3 – Execution (Not Used)
 - 4. Article 4 – Forms

1.02 RELATED DOCUMENTS AND SECTIONS

- A. 00 72 00 (General Conditions), Article XII (Dispute Resolution/ Claims by Contractor)

1.03 DEFINITIONS

- A. Reference Document 01 42 00 for definitions of
 - 1. Field Modification;
 - 2. Change Order;
 - 3. Request for Information (RFI);
 - 4. Construction Change Directive; and
 - 5. Price Request.

1.04 CHANGES GENERALLY

- A. Owner may at any time, without notice to the Sureties, by written Order, make changes in the Work within the scope of the Contract Documents, including but not limited to additions, deletions or other revisions, and changes in the Contract Documents and in the method and manner of performing the Work.
- B. Any change in scope of Work or deviation from Contract Documents including, without limitation, extra work, or alterations or additions to or deductions from the original Work, shall not invalidate the original Contract, and shall be performed under the terms of the Contract Documents.

Should Contractor contend that any written Order, RFI response, Field Modification, or any other notice from Owner requires work that is outside the scope of the Contract Documents, or should Contractor become aware of any other costs it has incurred and asserts are outside the scope of the Contract Documents and for which Contractor contends Owner is responsible in whole or in part; Contractor shall provide Owner a timely Notice of Dispute for such work complying with the requirements of Document 00 72 00, Article XII (Dispute Resolution). Failure to provide timely Notice of Dispute waives any right to additional compensation or time for the work.

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- C. For all responses for which the Contract Documents, including without limitation this Document 01 2600, do not provide a specific time period, recipients shall respond within a reasonable time.
- D. For all Disputes arising from the procedures herein, Contractor shall follow Article XII of Document 00 7200.

1.05 CONTRACT MODIFICATIONS

- A. Only Owner, consistent with the requirements of the Contract Documents, law, and to the extent authorized by the San Mateo County Board of Supervisors, may authorize changes in scope of Work or deviation from Contract Documents.
 - 1. There shall be no change whatsoever in the Drawings, Specifications, or in the Work without an executed Change Order, authorized and accepted Field Modification or Construction Change Directive authorized by Owner as provided herein. Owner shall not be liable for the cost of any extra work, any changes to the Contract Time, or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the Owner has authorized the same and the cost thereof has been approved in writing by an executed Change Order or Construction Change Directive.
 - 2. No extension of time for performance of the Work shall be allowed unless request for such extension is made at the time changes in the Work are ordered, and such time duly adjusted in writing in the Change Order or Construction Change Directive. The provisions of the Contract Documents shall apply to all such changes, additions and omissions with the same effect as if originally embodied in the Drawings and Specifications.
 - 3. Contractor shall immediately perform all work that has been authorized by a properly executed Change Order or Construction Change Directive. Contractor shall be fully responsible for any and all delays and/or expenses caused by Contractor's failure to expeditiously perform such Work.
 - 4. Should any Change Order result in an increase in the Contract Sum, the cost of that Change Order shall be agreed to in writing by the Contractor and the Owner and be subject to the monetary limitations set forth in law and authorization of the San Mateo County Board of Supervisors. In the event the Contractor proceeds with any change in Work without an executed Change Order or Construction Change Directive, Contractor waives any claim of additional compensation or time for that additional work.
 - 5. Contractor understands, acknowledges, and agrees that a primary reason for Owner authorization is so that Owner may have an opportunity to analyze the Work and decide whether the Owner shall proceed with the Change Order or Construction Change Directive or alter the Project so that a change in Work becomes unnecessary.

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B. The methods for Contract modification are:

1. Field Modification;
2. Change Order;
3. Construction Change Directive.

1.06 COST PROPOSAL AND PROCEDURES

A. Whenever Contractor is required in the Contract Documents including this Document 01 2600 to prepare a Cost Proposal, and whenever Contractor is entitled to submit a Cost Proposal and elects to do so, Contractor shall prepare and submit to Owner for consideration a Cost Proposal using the form attached to this Document 01 2600. All Cost Proposals must contain a complete detailed breakdown of costs of credits, deducts and extras; itemizing materials, labor, taxes, overhead and profit and any requested changes to Contract Time. All Subcontractor Work shall be so indicated. Individual entries on the Cost Proposal form shall be determined as provided in Paragraphs 1.15 and 1.16 of this Document 01 2600. After receipt of a Cost Proposal with a detailed breakdown, Owner will act promptly thereon.

1. If Owner accepts a Cost Proposal, Owner will prepare Change Order for Owner and Contractor signatures.
2. If Cost Proposal is not acceptable to Owner because it does not agree with cost and/or time included in Cost Proposal, Owner will submit a response indicating whether the Cost Proposal is accepted, rejected, and/or if additional information is needed. Except as otherwise provided in this Document 01 2600, Contractor shall have seven (7) Days in which to respond to Owner with a revised Cost Proposal.
3. When necessity to proceed with a change does not allow Owner sufficient time to conduct a proper check of a Cost Proposal (or revised Cost Proposal), or in any other circumstance deemed convenient or necessary by Owner, Owner may order Contractor to proceed on Time and Materials or other basis to be reconciled at earliest practical date.

1.07 REQUESTS FOR INFORMATION

- A. Contractor shall have highest duty of care to identify, anticipate, and seek prompt resolution to any conflicts, omissions, or errors in the Contract Documents.
- B. If Contractor discovers alleged conflicts, omissions, or errors in the Contract Documents, or has any questions concerning interpretation or needs clarification of Contract Documents that cannot be answered by reviewing the Contract Documents or by reasonable inference, Contractor must submit to Owner, in writing, an RFI complying with the requirements of this Document.

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- C. Contractor shall be responsible for any delay in the construction progress due to any untimely submission of an RFI or Design Professional's review.
- D. If Owner does not receive an RFI, or the Contractor proceeds with Work pertaining to a submitted RFI without receiving a written response from Owner, Contractor shall be deemed to relieve Owner of any Claim for added cost or extension of time, and may, in addition, be responsible for additional liability or costs associated with the RFI.
- E. An RFI is not a Contract amendment and cannot modify the Contract Sum, Contract Time or the Contract Documents or change any requirement of the Contract Documents.
- F. Before submitting an RFI, Contractor shall diligently review the Contract Documents for information responsive to the RFI, including information incorporated by reference. Contractor shall not issue an RFI seeking information contained in the Contract Documents, including information incorporated by reference. An RFI is invalid if the RFI response is contained in or inferable from the Contract Documents including information incorporated by reference.
- G. RFI time requirements:
 - 1. All RFIs, whether by Contractor, a Subcontractor or Supplier at any tier, must be submitted by Contractor to Owner. All RFIs must be submitted by Contractor to Owner before 3:00p.m. RFIs received after 3:00 p.m. will be date stamped as received the following workday.
 - 2. All RFIs originating with the Contractor (not a Subcontractor or Supplier of any tier) shall be submitted to Owner within three (3) Days from the date the Contractor discovers or reasonably should discover the need for an RFI, or will be considered untimely.
 - 3. All RFIs from Subcontractors or Suppliers to Contractor that Contractor cannot answer shall be submitted by the Contractor to Owner within forty-eight (48) hours of Contractor's receipt of the RFI from the Subcontractor or Supplier, or will be considered untimely.
 - 4. Untimely submission of an RFI will preclude Contractor from asserting any claims against Owner for delay or for labor impact with regard to that RFI.
 - 5. RFIs must be submitted sufficiently early that they may be adequately researched and answered by Owner without affecting any Critical Path Activity of the Work.
 - 6. Contractor shall be responsible for any delay in the construction progress due to delayed submission of an RFI.
- H. Documenting an RFI.
 - 1. RFIs must be numbered sequentially and be presented in the format furnished by or acceptable to Owner's Project Manager. Contractor must append an alpha character to the initial RFI number to identify RFI resubmissions. (Example: the first iteration of follow-up

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RFIs starts by appending an “A,” the second iteration would be assigned a “B,” and so on, for as many follow-up iterations as necessary to resolve the issue.)

2. RFIs that pertain to work on the Critical Path shall be so identified with supporting reference to Contractor’s most recent accepted schedule update. Compliance with this requirement shall not constitute compliance with any other contract notice requirement. Failure to meet this requirement shall waive any right to time extension arising from any delay in responding to such RFI.
 3. Contractor must clearly and concisely set forth the issue for which interpretation or clarification is sought, indicating Specification Division, Section, Part, and Paragraph number, or the Document, Article, Part, and Sub-Part numbers, Contract Drawing number, activity number from the Official Progress Schedule, details or other pertinent items involved, and state why a response is required. Contractor’s Quality Control (QC) Manager or designee shall review and initial RFI to indicate review and concurrence in the information requested.
 4. Each RFI must be limited to one issue requiring response from Owner. The Contractor shall propose solutions, make suggestions, and provide interpretations of the issue raised by each RFI.
 5. In each RFI, Contractor must set forth its own interpretation or understanding of the requirements, along with reasons why it has reached such an interpretation or understanding. Where an RFI contains a suggested solution, Contractor shall indicate potential cost considerations and alternative lower cost methods considered.
- I. Owner’s RFI Response.
1. Responses to RFIs may be issued by Owner in writing (RFI Response) within seven (7) Days, however, Owner reserves the sole right to extend this timeline and may notify Contractor in writing that a response will take longer. The seven (7) Day response time begins when the RFI is date-stamped as received by Owner.
 2. An RFI Response is not a contract amendment and cannot modify the Contract Sum, Contract Time or the Contract Documents, or change any requirement of the Contract Documents.
 3. If Contractor alleges that an RFI Response changes any requirement(s) of the Contract Documents, Contractor must, within seven (7) Days of receipt of the RFI Response and before proceeding under the RFI Response, notify the Owner in writing that Contractor considers the RFI Response to change a requirement(s) of the Contract Documents. If requested by Owner, Contractor shall submit with the written notice a COR and Cost Proposal that complies with the requirements of the Contract Documents including this Document 00 26 00. Failure by Contractor to give timely written notice that Contractor believes an RFI Response changes a requirement(s) of the Contract Documents waives Contractor’s right to seek an adjustment in the Contract Time or Contract Sum according to this document 01 26 00 and document 00 72 00, Article XII (Dispute Resolution) for costs or time incurred in connection with the Work described in the RFI.

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4. Contractor shall distribute responses to all appropriate subcontractors.
- J. Contractor shall not issue an RFI to Owner to clarify Contractor-prepared or reviewed construction documents.
- K. Contractor shall be responsible for its costs to implement and administer RFIs throughout the Project. Regardless of the number of RFIs submitted, Contractor shall not be entitled to additional compensation for the effort required to submit RFIs.
- L. Contractor shall be liable to Owner for all costs incurred by Owner associated with processing, reviewing, evaluating, and responding to any RFI, including without limitation fees of the Design Professional and any other design consultant to the Design Professional or the Owner, if the Owner reasonably determines that the RFI:
 1. does not reflect adequate or competent supervision or coordination by the Contractor or any Subcontractor; or
 2. does not reflect the Contractor's adequate or competent knowledge of the requirements of the Work or the Contract Documents; or
 3. requests an interpretation or decision of a matter where the information sought is equally available to the Contractor as to the Owner; or
 4. where the answer could reasonably be found by reviewing the Contract Documents or material incorporated therein.
 5. At Owner's discretion, such costs may be deducted from progress payments or from final payment.

1.08 FIELD MODIFICATION/ SUPPLIFMENTAL INSTRUCTION

- A. Owner may furnish additional detailed written and/or graphic instructions to explain the Work more fully and such instructions, which include but are not limited to Architectural Supplemental Instructions, become a part of the requirements of the Contract Documents and shall be called "Field Modification".
- B. Should a Field Modification, in the opinion of Contractor, not constitute Work in excess of the requirements of the Contract Documents, the Field Modification will be executed without a Change Order.
- C. Should a Field Modification, in the opinion of Contractor, constitute Work in excess of the requirements of the Contract Documents, Contractor must submit written notice to Owner within seven (7) Days following receipt of the Field Modification, and in any event prior to commencement of the Work thereon. Contractor shall submit with the written notice a COR and Cost Proposal that complies with the requirements of the Contract Documents including this Document 00 26 00.
- D. If in Owner's reasonable judgment the Field Modification constitutes Work in excess of the requirements of the Contract Documents, the Field Modification will be revised, or the additional Work will be added by Change Order or Construction Change Directive.

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1.09 CONSTRUCTION CHANGE DIRECTIVE (CCD)

- A. If at any time Owner believes in good faith that a timely Change Order will not be agreed upon using the foregoing procedures, Owner may issue a CCD with its recommended cost and/or time adjustment. CCD may also occur: (1) based on Owner's estimate of increase or decrease in Contract Time and/or Contract Sum, whether or not negotiations are initiated with Contractor; (2) for work to be done on a by Force Account (time and materials, cost not to exceed) basis in accordance with 01 26 00, whether or not negotiations are initiated with Contractor; and (3) in the absence of agreement on terms of a Change Order.
- B. Use of the term Construction Change Directive shall not for any purposes be deemed evidence that the Work performed, or to be performed pursuant to the CCD, is outside the Project scope.
- C. Upon receipt of a CCD, Contractor shall promptly sign and return acknowledging receipt and proceed with the directed Work involved and concurrently respond to Owner's CCD at a time established by Owner.
- D. Contractor's response to a CCD must be one of the following:
 - 1. Return CCD signed, thereby accepting Owner response, time, and cost.
 - 2. Submit a (revised if applicable) Cost Proposal with supporting documentation (if applicable, reference original Cost Proposal number followed by letter A, B, etc. for each revision), if Owner so requests.
 - 3. Provide Notice of Dispute and initiate process set forth in Document 00 7200, Article XII (Dispute Resolution) and submit required documentation.
- E. If the CCD provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:
 - a. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.
 - b. Cost to be determined in a manner agreed.
- F. If Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by Owner on the basis of reasonable expenditures and savings of those performing the Work attributable to the change including a reasonable allowance for overhead and profit consistent with the limitations set forth in this Document 01 2600. If the parties still do not agree on the price for a CCD, Contractor may provide notice of Dispute and initiate process set forth in Document 00 7200, Article XII (Dispute Resolution) and submit required documentation. Owner shall in all cases retain the right to direct Contract to proceed with the Work on a time and material basis as set forth in this document. Contractor shall keep and present an itemized accounting together with appropriate supporting data. Unless

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otherwise explicitly provided in the Contract Documents, costs for the purposes of this paragraph shall be limited to those provided in paragraphs 1.15 and 1.16 of this Document 01 2600.

- G. Pending final determination of cost to Owner, amounts not in dispute may be included in Applications for Payment. The amount of credit to be allowed by Contractor to Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by Owner. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase or net decrease, if any, with respect to that change.

1.10 OWNER RFP

- A. Owner may issue an RFP detailing proposed changes in the Work and request from Contractor a Cost Proposal including proposed changes in Contract Sum and Contract Time. Contractor shall furnish a Cost Proposal to Owner within the time established by Owner. Upon approval of Cost Proposal, Owner will issue a Construction Change Directive or Change Order directing Contractor to proceed with extra Work. If the parties do not agree on the price or time for an RFP, Owner may either issue a CCD or direct Contractor to address any Dispute per Article XII (Dispute Resolution) of Document 00 7200 (General Conditions). As directed by Owner, Contractor shall perform the changed Work notwithstanding any Disputes, Claims, or disagreements of any nature.

1.11 DIFFERING SITE CONDITIONS AND/OR HAZARDOUS WASTE CONDITIONS

- A. Contractor shall submit Notices of Differing Site Conditions and/or Hazardous Waste Conditions to resolve problems regarding differing underground Site conditions encountered in the execution of the Work pursuant to Article XIV of Document 00 7200 (General Conditions). If Owner determines that a change in Contract Sum or Contract Time is justified, Owner will issue RFP or CCD.
- B. Contractor has no right to an adjustment in Contract Sum or Contract Time pursuant to 00 72 00 unless Contractor submitted the notice required therein and as required in this Section 01 26 00. Owner may, in its sole discretion, extend the notification time upon Contractor's written request in order to obtain additional relevant information.

1.12 ALL CHANGES

- A. Documentation of Change in Contract Sum and Contract Time:
1. Contractor shall document each proposal for a change in cost or time with sufficient data to allow evaluation of the proposal.
 2. Contractor shall, on request, provide additional data to support computations for:
 - a. quantities of products, materials, labor and equipment;
 - b. taxes, insurance, and bonds;
 - c. overhead and profit;
 - d. justification for any change in Contract Time and new Progress Schedule showing revision due, if any; and

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- e. credit for deletions from Contract, similarly documented.
- 3. Contractor shall support each claim for additional cost, and for Work performed on a cost-and-percentage basis, with additional information including but not limited to:
 - a. Credit for deletions from Contract, similarly documented;
 - b. Origin and date of Dispute and Claim;
 - c. dates and times Work was performed and by whom;
 - d. time records and wage rates paid;
 - e. invoices and receipts for products, materials, equipment and subcontracts, similarly documented; and
 - f. any other information requested by Owner.

1.13 CORRELATION

- A. Contractor shall revise Schedule of Values and Application for Payment forms to record each authorized Change Order or CCD as a separate line item and adjust the Contract Sum as shown thereon prior to the next monthly pay period.
- B. Contractor shall revise the Progress Schedules prior to the next monthly pay period.
- C. Contractor shall enter changes in Project Record Documents prior to the next monthly pay period.

1.14 DELETED WORK

- A. When Work is deleted, the credit must include direct labor, materials, equipment, and supervision plus overhead and profit of the Contractor and Subcontractor, as applicable for the deleted Work. Deleted overhead and profit shall be computed as five percent (5%) of the direct labor, materials, equipment, and supervision (e.g., if a \$10,000 direct cost item of Work were deleted, the credit to the Owner would be \$10,500).
- B. If Contractor has ordered acceptable material for the deleted Work before the date of notification of such deletion by Owner, and if orders for such material cannot be canceled, such material will be paid for by Owner at Contractor's actual cost. In such case, the material paid for will become Owner's property and Owner will pay the actual cost of any further handling. If the material is returnable to the vendor and if Owner so Directs, Contractor must return the material and Owner will pay the actual costs of returning the material, including reasonable and verifiable handling and restocking charges. The actual costs or charges to be paid by Owner to Contractor for materials as provided in this paragraph will be computed in the same manner as if the Work were to be paid for on a Force Account basis as provided in Document 01 26 00, Paragraph 1.17.

1.15 COST DETERMINATION

- A. Total Cost of Extra Work or Work Omitted. Total cost of extra Work or of Work omitted shall be the sum of actually incurred labor costs, material costs and equipment rental costs as defined herein plus overhead and profit markup as allowed herein. This limit applies in all cases of claims for extra Work, whether calculating Cost Proposals, Change Orders CCDs or any other Contract Modifications, or calculating claims of all types, and applies even in the event of fault, negligence,

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strict liability, or tort claims of all kinds, including strict liability or negligence. Neither Contractor nor Subcontractors may recover any other costs arising out of or connected with the performance of extra Work, of any nature. No special, incidental or consequential damages may be claimed or recovered against Owner, its representatives or agents, whether arising from breach of contract, negligence or strict liability, unless specifically authorized in the Contract Documents.

- B. **Overhead and Profit Markup.** (Overhead and Profit shall be as defined in Paragraph 1.19 of this Document 01 2600) Overhead and profit markup shall be a maximum of 20 percent of the total cost of extra Work, to be allocated between Contractor and Subcontractors as Contractor directs.
1. Overhead and profit on labor for extra Work shall be 15 percent.
 2. Overhead and profit on materials for extra Work shall be 15 percent.
 3. Overhead and profit on equipment rental for extra Work shall be 15 percent.
 4. When extra Work is performed by a first tier Subcontractor, Contractor shall receive a 5 percent markup on Subcontractors' total cost of extra Work. First tier Subcontractor's markup on its Work shall not exceed 15 percent.
 5. Notwithstanding the foregoing, in no case shall the total markup on any extra Work exceed 20 percent of the total cost of extra Work, regardless of the actual number of contract tiers.
- C. **Contingency.** Contingency shall be adjusted by 3 percent of total cost of extra Work.
- D. On Contract Modifications covering both extra Work and Work omitted, overhead and profit shall be allowed, and contingency shall be adjusted, on the net increase only to Direct Cost of Construction. When the net difference is a deletion, no percentage for overhead and profit, or contingency, shall be allowed, but rather an appropriate percentage deduction shall be issued in the amount of the net difference.
- E. Overhead and profit markup shall include profit, small tools, cleanup, engineering, supervision, warranties, cost of preparing the cost proposal, jobsite overhead, home office overhead, and all amounts included within the definition thereof in paragraph 1.19 below. No markup will be allowed on taxes, insurance, and bonds.
- F. **Taxes.** All State sales and use taxes, County and applicable City sales taxes, shall be included. Federal and Excise tax shall not be included.
- G. **Subcontract-Operated Equipment.** When Subcontractor (of any tier)-operated equipment is used to perform extra Work, cost to Owner of operator shall be as follows:
- a. Payment for equipment will be made in accordance with paragraph 1.16 below.
 - b. Payment for cost of labor will be made at no more than rates of such labor established by collective bargaining agreements for type of worker and location of Work, whether or not owner-operator is actually covered by such an agreement.
- H. **Accord and Satisfaction.** Every Change Order, Contract Modification and accepted CCD shall constitute a full accord and satisfaction, and release, of all Contractor and Subcontractor claims for

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additional time, money or other relief arising from or relating to the subject matter of the change including, without limitation, impacts of all types, cumulative impacts, inefficiency, overtime, delay and any other type of claim.

1.16 COST BREAKDOWN

- A. Labor. Cost of labor for Subcontractor workers (including forepersons when authorized by Owner) used in actual and direct performance of extra Work. Labor rate, whether employer is Subcontractor or other forces, will be sum of following:
1. Actual Wages: Actual wages paid shall include any employer payments to or on behalf of workers for health and welfare, pension, vacation, and similar purposes.
 2. Labor surcharge: Payments imposed by local, county, state, and federal laws and ordinances, and other payments made to, or on behalf of, workers, other than actual wages, such as taxes and worker's compensation insurance. Such labor surcharge shall not exceed that set forth in California Department of Transportation official labor surcharges schedule which is in effect on date upon which extra Work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein.
- B. Material. Only materials furnished by Subcontractor and necessarily used in performance of extra Work will be paid for. Cost of such materials will be cost, including sales tax, to purchaser (Subcontractor or other forces) from supplier thereof, except as the following are applicable:
1. If cash or trade discount by actual supplier is offered or available to purchaser, it shall be credited to Owner notwithstanding fact that such discount may not have been taken.
 2. For materials salvaged upon completion of extra Work, salvage value of materials shall be deducted from cost, less discounts, of materials.
 3. If cost of a material is, in opinion of Owner, excessive, then cost of material shall be deemed to be lowest current wholesale price at which material is available in quantities concerned delivered to Site, less any discounts as provided in this Document 01 2600.
- C. Equipment Rental. For Subcontractor-owned equipment, payment will be made at rental rates listed for equipment in California Department of Transportation official equipment rental rate schedule which is in effect on date upon which extra Work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein. If there is no applicable rate for an item of equipment, then payment shall be made for Subcontractor-owned equipment at rental rate listed in the most recent edition of the Association of Equipment Distributors (AED) book. For rented equipment, payment will be made based on actual rental invoices. Equipment used on extra Work shall be of proper size and type. If, however, equipment of unwarranted size or type and cost is used, cost of use of equipment shall be calculated at rental rate for equipment of proper size and type, as determined by Owner. Rental rates paid shall be deemed to cover cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Unless otherwise specified, manufacturer's ratings, and manufacturer-approved modifications, shall be used to classify equipment for determination of applicable rental rates. Individual pieces of equipment or tools not listed in said publication and having a replacement value of \$1000 or less, whether or not consumed by use,

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shall be considered to be small tools and no payment will be made therefore as payment is included in payment for labor. Rental time will not be allowed while equipment is inoperative due to breakdowns.

1. For equipment on Site, rental time to be paid for equipment shall be time equipment is in operation on extra Work being performed or on standby as approved by Owner. The following shall be used in computing rental time of equipment:
 - a. When hourly rates are listed, less than 30 minutes of operation shall be considered to be ½ hour of operation.
 - b. When daily rates are listed, less than four hours of operation shall be considered to be ½ Day of operation.
 2. For equipment that must be brought to Site to be used exclusively on extra Work, cost of transporting equipment to Site and its return to its original location shall be determined as follows:
 - a. Cost of transporting equipment shall not exceed hourly rates charged by established haulers.
 - b. Cost of transporting equipment shall not exceed applicable minimum established rates of California Public Utilities Commission.
 - c. Owner will not make any payment for transporting equipment if equipment is used on Work in any other way than upon extra Work.
 3. Rental period may begin at time equipment is unloaded at Site of extra Work and terminate at end of the performance of the extra Work or Day on which Owner directs discontinuance of use of equipment, whichever first occurs. Excluding Saturdays, Sundays, and Owner legal holidays, unless equipment is used to perform extra Work on such Days, rental time to be paid per Day shall be four hours for zero hours of operation, six hours for four hours of operation and eight hours for eight hours of operation, time being prorated between these parameters. Hours to be paid for equipment that is operated less than eight hours due to breakdowns, shall not exceed eight less number of hours equipment is inoperative due to breakdowns.
 4. For rental charges for items rented from the Contractor or an affiliate, the aggregate rental amounts (exclusive of all installation, maintenance, dismantling, removal, transportation, and delivery costs) for any one piece of equipment cannot exceed 80% of the fair market value (at the time it is placed in service) during the rental period of the Project. Contractor will present an analysis at the beginning of the Project for an opportunity to purchase rather than rent to provide the best value to the Owner.
- D. Work Performed by Special Forces or Other Special Services. When Owner and Contractor, by agreement, determine that special service or item of extra Work cannot be performed by forces of any Subcontractors, service or extra Work item may be performed by specialist. Invoices for service or item of extra Work on basis of current market price thereof may be accepted without complete itemization of labor, material, and equipment rental costs when it is impracticable and not in accordance with established practice of special service industry to provide complete itemization. In those instances wherein Subcontractors are required to perform extra Work necessitating a fabrication or machining process in a fabrication or machine shop facility away from Site, charges

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for that portion of extra Work performed in such facility may, by agreement, be accepted as a specialist billing. Owner must be notified in advance of all off-Site Work. In lieu of overhead and profit provided in this Document 01 2600, 15 percent will be added to specialist invoice price, after deduction of any cash or trade discount offered or available, whether or not such discount may have been taken.

1.17 FORCE-ACCOUNT WORK

- A. If it is impracticable because of nature of Work, or for any other reason in the sole discretion of Owner, to fix an increase or decrease in price definitely in advance, the Contractor may be directed to proceed at a not-to-exceed (NTE) maximum price which shall not under any circumstances be exceeded. Subject to such limitation, such extra Work shall be paid for at actual necessary cost for Force-Account Work or at the negotiated cost, as determined by Owner. The cost for Force-Account Work shall be determined pursuant to paragraphs 1.15, 1.16, and 1.17 of this Document 01 2600.
- B. Force-Account Work, shall be used when it is not possible or practical to price out the changed Work prior to the start of that Work. In these cases, Force-Account Work will be utilized during the pricing and negotiation phase of the change. Once negotiations have been concluded and a bilateral agreement has been reached, the tracking of the Work under Force-Account is no longer necessary. Force-Account Work shall also be used when negotiations between Owner and Contractor have reached an impasse and a bilateral agreement on the value of the changed Work cannot be reached. Owner may at it's sole discretion and for any reason direct and/or approve other uses of Force-Account Work.
- C. Whenever any Force-Account Work is in progress, definite price for which has not been agreed on in advance, Contractor shall report to Owner each Business Day in writing in detail amount and cost of labor and material used, and any other expense incurred in Force-Account Work on preceding Day, by using the Cost Proposal form attached hereto. No claim for compensation for Force-Account Work will be allowed unless report shall have been made.
- D. Whenever Force-Account Work is in progress, definite price for which has not been agreed on in advance, Contractor shall report to Owner when 75 percent of the NTE amount has been expended.
- E. Force-Account Work shall be paid as extra Work under this Document 01 2600. Methods of determining payment for Work and materials provided in this paragraph shall not apply to performance of Work or furnishings of material that, in judgment of Owner, may properly be classified under items for which prices are otherwise established in Contract Documents.

1.18 OWNER-FURNISHED MATERIALS

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- A. Owner reserves right to furnish materials as it deems advisable, and Contractor shall have no claims for costs and overhead and profit on such materials unless agreed to prior in writing.

1.19 OVERHEAD AND PROFIT DEFINED

- A. The following constitutes charges that are deemed included in overhead and profit for all Contract Modifications, including Force-Account Work or CCD Work, whether incurred by Contractor, Subcontractors, or suppliers, and neither Contractor nor any Subcontractor may invoice or receive payment for these costs separately:
1. Drawings and other printed documents: field drawings, Shop Drawings, etc., including submissions of drawings;
 2. Routine field inspection of Work proposed;
 3. General Superintendence;
 4. General administration and preparation of cost proposals, schedule analysis, change orders and other supporting documentation as necessary;
 5. Computer services;
 6. Reproduction services;
 7. Salaries of project Architect/Engineer, superintendent, timekeeper, storekeeper and secretaries;
 8. Janitorial services;
 9. Temporary and Permanent on- and off-site facilities:
 - i. Offices
 - ii. Telephones
 - iii. Plumbing
 - iv. Electrical: Power, lighting
 - v. Platforms
 - vi. Fencing, etc.
 - vii. Water
 10. Home office expenses
 11. Insurance, Bond premiums and Taxes
 12. Commissions
 13. Procurement and use of vehicles and fuel used coincidentally in Work otherwise included in the Contract Documents
 14. Surveying
 15. Estimating
 16. Protection of Work
 17. Handling and disposal fees
 18. Final cleanup
 19. Other incidental Work
 20. All amounts for items in Bid Items 3 and 4 as described in Document 01 1000 (Summary of Work).

1.20 RECORDS AND CERTIFICATION

- A. Force-Account (cost reimbursement) charges shall be recorded daily and summarized in Cost Proposal form attached hereto. Contractor or authorized representative shall complete, and sign

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form each day. Contractor shall also provide with the form: the names and classifications of workers and hours worked by each; an itemization of all materials used; a list by size type and identification number of equipment and hours operated; and an indication of all Work performed by specialists.

- B. No payment for Force-Account Work shall be made until Contractor submits original invoices substantiating materials and specialist's charges.
- C. Owner shall have the right to audit all records in possession of Contractor relating to activities covered by Contractor's claims for modification of Contract, including Force-Account Work and CCD Work.
- D. Further, Owner will have right to audit, inspect, or copy all records maintained in connection with this Contract, including financial records, in possession of Contractor relating to any transaction or activity occurring or arising out of, or by virtue of, the Contract. This right shall be specifically enforceable, and any failure of Contractor to voluntarily comply shall be deemed an irrevocable waiver and release of all claims then pending that were or could have been subject to the Article XII of Document 00 7200.

1.21 DISALLOWED ELEMENTS IN CONTRACTOR CHANGE ORDERS, DISPUTES, AND CLAIMS

- A. WAIVER OF SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES. Contractor may not claim, request or receive in any change order or Claim submitted under Document 00 7200 including but not limited to Article XII (Dispute Resolution), and by submission of its bid and execution of the Agreement expressly waives, claims or requests for any and all types of special, incidental or consequential damages, whether claimed on the basis of contract, negligence, or any other tort.
- B. WAIVER OF ATTORNEYS' FEES. CONTRACTOR MAY MAKE NO CLAIM FOR ATTORNEYS FEES UNDER ANY CIRCUMSTANCE FOR ANY DISPUTE, CLAIM, CHANGE ORDER, CHANGE DIRECTIVE, CONSTROVERSY, OR LITIGATION RELATED IN ANY WAY TO THE WORK OR THE CONTRACT DOCUMENTS.
- C. Disallowed, non-recoverable, and waived claims and costs include, but are not limited to:
 - 1. interest cost of any type other than those mandated by statute;
 - 2. claim preparation or filing costs;
 - 3. legal fees or expenses;
 - 4. costs of preparing or reviewing Change Order or Construction Change Directive proposals;
 - 5. lost revenues;
 - 6. loss of anticipated profits;
 - 7. lost income or earnings;
 - 8. schedule preparation costs;
 - 9. Submittal preparation costs;
 - 10. costs of idled equipment when such equipment is not yet at the site or has not yet been employed on the Work;

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11. lost earnings or interest on unpaid retainage;
12. Claims consulting costs;
13. the costs of corporate officers or staff visiting the site or participating in meetings with the Owner;
14. any compensation due to the fluctuation of foreign currency conversions or exchange rates;
15. loss of other business.

D. Adjustment of Contract Time. Contract Time will not be adjusted for changes that do not impact the Critical Path of the Official Progress Schedule. For Contract Time to be adjusted, Contractor must first document, and Owner must agree, that the change affected the Critical Path of the Official Progress Schedule and how the change increased (or decreased) the Contract Time to complete the Work.

1.22 APPLICABILITY TO SUBCONTRACTORS

A. All requirements under this Document 01 26 00 shall be equally applicable to Change Orders or Construction Change Directives issued to Subcontractors by the Contractor.

1.23 OWNER'S CHANGE ORDER AND CONSTRUCTION CHANGE DIRECTIVE FORMS

A. Use of Owner Change Order and Construction Change Directive forms is mandatory for all Change Orders and Construction Change Directives.

B. All Change Orders must include the following certification by the Contractor. The parties acknowledge that if a Change Order is approved that does not include this language, that Change Order shall be deemed to include this certification language:

1. *The undersigned Contractor approves the foregoing as to the changes, if any, and the Contract Sum specified for each item and as to the extension of time allowed, if any, for completion of the entire Work as stated herein, and agrees to furnish all labor, materials and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code Section 12650 et seq. It is understood that the changes herein to the Contract shall only be effective when approved by the Board of Supervisors if such approval is required by law or the policy or regulations of the San Mateo County Board of Supervisors.*
2. *It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Contractor's costs, expenses, field overhead, home office overhead, and profit, both direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs, expenses, damages, or time extensions not included are deemed waived.*

C. Contractor's acceptance of the terms of a Construction Change Directive without providing Notice of Dispute (Document 00 72 00, Article XII, Dispute Resolution) within the time frames set forth in Document 00 72 00, Article XII shall constitute waiver of any Dispute or Claim arising from the terms of the Construction Change Directive.

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- D. Changes or interlineations to Change Order form and/or Construction Change Directive form are not permitted.
- E. Should Contractor disagree with the terms, conditions, amounts, time, or the accord and satisfaction and release in a Change Order, Contractor shall perform the Work without delay and follow the Dispute procedures under Document 00 72 00, Article XII (Dispute Resolution) and this Document 01 2600, including without limitation notice and documentation requirements for the disputed element(s) of the Change Order, prior to execution of the Change Order.
- F. Should Contractor disagree with the terms of a Construction Change Directive, Contractor shall perform the Work without delay and follow the Dispute Resolution procedures set forth in Document 00 72 00, Article XII, and this Document 01 2600 including without limitation notice and documentation requirements.
- G. Upon receipt of a Notice of Dispute related to a Change Order or Construction Change Directive, Owner will have all rights available under the Contract Documents, including without limitation, to conduct further negotiations, to countersign Change Orders, to direct the work proceed on Force Account basis, to change or cancel or decline to proceed with Work in the Change Order or Construction Change Directive, and all other rights and remedies in the Contract Documents.
- H. If Contractor provides a Notice of Dispute but thereafter fails to complete Dispute Resolution Procedures under Document 00 72 00 within the specified time frames, Contractor shall be deemed to have abandoned and withdrawn the Notice of Dispute. Any Change Order previously subject to the abandoned or withdrawn Notice of Dispute shall then be treated as having been mutually executed without qualification.
- I. Mutually executed Change Order, without qualifications, shall constitute a full accord and satisfaction, and release, of all Contractor (and if applicable, Subcontractor) claims for additional time, money or other relief arising from or relating to the changed work, including without limitation, impacts of all types, cumulative impacts, inefficiency, overtime, delay and any other type of claim. Any demand or request for any adjustment to the Contract Time or the Contract Sum relating to any change incorporated into a Change Order Contractor does not present to Owner before signing the Change Order shall be deemed waived.
- J. Notwithstanding any Dispute or Claim regarding Contract Time and/or Contract Sum, and/or whether work falls within the Contract Documents, Contractor must prosecute the Work, including work that is the subject of a Dispute, to completion as directed by Owner.

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DOCUMENT 01 2900

PAYMENT PROCEDURES

ARTICLE I – GENERAL

1.01. Summary

- A. Document includes description of requirements and procedures for determining amount of Work performed and for obtaining payment for Work performed.

1.02. References

- A. California Public Contract Code
- B. Code of Civil Procedure
- C. Government Code

1.03. Scope of Work

- A. Work under Contract Documents, or under any Bid Item, allowance, or alternate, shall include all labor, materials, taxes, transport, handling, storage, supervision, administration, and all other items necessary for the satisfactory completion of Work, whether or not expressly specified or indicated.

1.04. Determination of Quantities

- A. Quantity of work to be paid for under any item for which a unit price is fixed in Contract Documents shall be number, as determined by Owner, of units of work satisfactorily completed in accordance with Contract Documents or as directed by Owner. Unless otherwise provided, determination of number of units of work so completed will be based, so far as practicable, on actual measurement or count within prescribed or ordered limits, and no payment will be made for work done outside of limits. Measurements and computations will be made by methods set forth in Contract Documents, including without limitation this Document 01 2900. If methods are not so set forth, measurements shall be made in any manner which Owner considers appropriate for class of Work measured (e.g., pre-assigned values, percentage completion, units completed or incremental milestones). Contractor must immediately inform Owner of any disputes regarding quantity measurements and shall immediately supply Owner with any documentation supporting the disputed measurements.

1.05. Scope of Payment

- A. Except as otherwise expressly stated in Document 01 1000 (Summary of Work), payment to Contractor at the unit price or other price fixed in Contract Documents for performing Work required under any item, or (if the Contract is on a single lump sum price basis) at the lump sum price fixed in the Contract Documents for performing all Work required under Contract Documents, and as either may be adjusted pursuant to any approved Change Order or Construction Change Directive, shall be full compensation for completing, in accordance with Contract Documents, all Work required under the item or under Contract Documents, and for all expense incurred by Contractor for any purpose in connection with the performance and completion of said Work, including all incidental work necessary for completion of the Work.
- B. The Contract Sum, whether lump sum, unit price or otherwise, shall be deemed to include all costs necessary to complete required Work, all costs (if any) for loss or damage arising from nature of Work or prosecution of the Work, and from action of elements. Unless Contract Documents expressly provide otherwise, the Contract Sum shall be deemed to include:
 - 1. Any and all costs arising from any unforeseen difficulties which may be encountered during, and all risks of any description connected with, prosecution of Work or prosecution of Bid Item (whether lump sum or unit price) until acceptance by Owner;
 - 2. All expenses incurred due to suspension, or discontinuance of Work or discontinuance of Bid Item (whether lump sum or unit price) as provided in Contract Documents;
 - 3. Escalation to allow for cost increases between time of Contract Award and completion of Work or completion of Bid Item (whether lump sum or unit price).

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- C. Whenever it is specified herein that Contractor is to do work or furnish materials of any class for which no price is fixed in Contract Documents, it shall be understood that Contractor is to do such work or furnish such materials without extra charge or allowance or direct payment of any sort, and that cost of doing work or furnishing materials is to be included in price Bid, unless it is expressly specified herein, in particular cases, that work or material is to be paid for as extra work.
- D. No payment shall be made for materials or equipment not yet incorporated into the Work, except as specified in Document 01 1000 (Summary of Work) or as may be agreed to by Owner in its sole discretion.
- E. Where Contractor requests payment on the basis of materials and equipment not incorporated in the Work, Contractor must satisfy the following conditions:
 - 1. The materials and/or equipment shall be delivered and suitably stored at the Site or at another local location agreed to in writing, for example, a mutually acceptable bonded and insured warehouse;
 - 2. Full title to the materials and/or equipment shall vest in Owner at the time of delivery to the Site, warehouse or other storage location;
 - 3. Obtain a negotiable warehouse receipt, endorsed over to Owner for materials and/or equipment stored in an off-site warehouse. No payment will be made until such endorsed receipts are delivered to Owner;
 - 4. Stockpiled materials and/or equipment shall be available for Owner inspection, but Owner shall have no obligation to inspect them and its inspection or failure to inspect shall not relieve Contractor of any obligations under the Contract Documents. Materials and/or equipment shall be segregated and labeled or tagged to identify these specific Contract Documents;
 - 5. After delivery of materials and/or equipment, if any inherent or acquired defects are discovered, defective materials and/or equipment shall be removed and replaced with suitable materials and/or equipment at Contractor's expense;
 - 6. At Contractor's expense, insure the materials and/or equipment against theft, fire, flood, vandalism, and malicious mischief, as well as any other coverages required under the Contract Documents;
 - 7. Contractor's Application for Payment shall be accompanied by a bill of sale, invoice or other documentation warranting that Owner has received the materials and equipment free and clear of all liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect Owner interest therein, all of which must be satisfactory to Owner. This documentation shall include, but not be limited to, conditional releases of mechanics' liens and stop notices from all those providing materials and equipment as to which the Application for Payment relates, as well as unconditional releases of the same from the same as to the previous Application for Payment for which they have not already been provided.
- F. Amounts previously paid for materials and equipment prior to incorporation into the Work shall be deducted from amounts otherwise due Contractor as they are incorporated.
- G. Nothing in the Contract Documents shall be construed as vesting in Contractor any right of property ownership in the materials used in the Work after they have been attached or affixed to the Work or the soil, or after payment has been made for ninety percent (90%) of the value of materials delivered to the site of the Work, or stored subject to or within the control of Owner. All such materials become the property of Owner upon being so attached or affixed or upon payment of ninety percent (90%) of the value of material delivered to the Work site or stored subject to or within the Owner's control.

1.06. Basis of Payment

- A. Unit Price Quantities: When estimated quantity for specific portions of Work is listed in Proposal Form, quantity of Work to be paid for shall be actual number of units satisfactorily completed, as determined by Owner and certified by Contractor, in accordance with Contract Documents.
- B. Lump Sum: When estimated quantity for specific portion of Work is not indicated and unit is designated as lump sum, payment will be on a lump sum basis for Work satisfactorily completed in accordance with Contract Documents.
- C. Allowances: Allowance items (if any) will be paid as provided in Document 01 1000 (Summary of Work). Funds authorized for Allowance Work will not be released for Contract payments unless Owner has authorized Allowance Work in writing.
- D. Owner does not expressly, or by implication, agree, warrant, or represent in any manner, that actual

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amount of Work will correspond with amount shown or estimated and reserves right to increase or decrease amount of any class or portion of Work, to leave out entire Work item or items, or to add Work not originally included in Contract Documents, when in its judgment such change is in best interest of Owner. No change in Work shall be considered a waiver of any other condition of Contract Documents. No claim shall be made for anticipated profit, for loss of profit, for damages, or for extra payment whatever, except as otherwise expressly provided for in Contract Documents, because of any differences between amount of Work actually done and estimated amount as set forth herein, or for elimination of Work items.

1.07. Progress Payments

- A. If requested by Contractor, progress payments will be made monthly.
- B. Schedule of Values.
 - 1. Within twenty (20) Days from issuance of Notice of Award and prior to Contractor's first Application for Payment, submit a detailed breakdown of its Bid by Permit/Bid Items, scheduled Work items and/or activities, including coordination responsibilities and Project Record Documents responsibilities (Schedule of Values). Where more than one Subcontractor comprises the work of a Work item or activity, the Schedule of Values shall show a separate line item for each subcontract. Categorize items per CSI MasterFormat 2004 Division format established in Table of Contents, identifying each line item by number and title of respective Specification Sections. Furnish such breakdown of the total Contract Sum by assigning dollar values (cost estimates) to each applicable Progress Schedule network activity, which cumulative sum equals the total Contract Sum. The Schedule of Values shall contain Owner's name, the Project's name, number and location, Contractor's name and address and date, and shall be in a format and contain such detail as may be directed by Owner to facilitate and clarify future progress payments to Contractor for direct Work under Contract Documents.
 - 2. Contractor's overhead, profit, insurance, cost of bonds (except to the extent expressly identified in a Bid Item) and/or other financing, as well as "general conditions costs," (e.g., Site cleanup and maintenance, temporary roads and access, off-site access roads, temporary power and lighting, security, and the like), shall be identified as separate line items (and shall not be prorated through all activities) so that the sum of all the Schedule of Values line items equals Contractor's total Contract Sum, less any allowances designated by Owner. Scheduling, record documents and quality assurance control shall be separate line items.
 - 3. Owner will review the breakdown in conjunction with the Progress Schedule to ensure that the dollar amounts of this Schedule of Values are, in fact, fair market cost allocations for the Work items listed. Upon favorable review by Owner, Owner will accept this Schedule of Values for use. Owner shall be the sole judge of fair market cost allocations.
 - 4. Owner will reject any attempt to increase the cost of early activities, i.e., "front loading," resulting in an inaccurate reallocation of moneys until such "front loading" is corrected. Repeated attempts at "front loading" may result in suspension or termination of the Work for default, or refusal to process progress payments until such time as the Schedule of Values is acceptable to Owner.
- C. Applications for Payment. Contractor shall establish and maintain records of cost of the Work in accordance with generally accepted accounting practices. In addition:
 - 1. On or before the 22nd day of each month, Contractor shall submit to Owner a marked up copy of an Application for Payment for the cost of the Work put in place during the period of the current month. This marked up copy of percentages complete will allow Owner and the Project Inspector to inspect and confirm these percentages. Owner will then return the results of its review to the Contractor so it can prepare its monthly billing in time for the Schedule update/payment meeting as noted in Document 01 3100 (Project Management and Coordination). The agreed Application for Payment shall be for the total value of activities completed or partially completed, including approved activity costs, based upon Schedule of Values prices (or Bid item prices if unit price) of all labor and materials incorporated in the Work up until midnight of the 25th Day of that one month period, less the aggregate of previous payments. Accumulated retainage shall be shown as a separate item in payment summary. Contractor shall submit in a form acceptable to Owner an

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itemized cost breakdown of Contractor's record of Cost of the Work, together with supporting data and any certification required by Owner. If Contractor is late submitting its Application for Payment (or the preliminary marked up Application for Payment), the Application may be processed at any time during the succeeding one-month period, resulting in processing of Contractor's Application for Payment being delayed for more than a Day for Day basis.

2. Applications for Payment may include, but are not necessarily limited to the following:
 - a. Material, equipment, and labor incorporated into the Work, less any previous payments for the same;
 - b. Up to 75 percent of the cost of equipment identified in paragraph 1.05.E. of this Document 01 2900 (if any), if purchased and delivered to the Site or stored off Site, as may be approved by Owner.
 - c. Up to 50 percent of the cost of materials identified in paragraph 1.05.E. of this Document 01 2900 (if any), specifically fabricated for the Project that are not yet incorporated into the Work.
 3. Concurrently with each Application for Payment, or as otherwise provided in Contract Documents, Contractor shall submit Contractor and its Subcontractors' certified payroll records required to be maintained pursuant to Labor Code section 1776 for all labor performed during pay periods ending during the period covered by the Application for Payment. All such submissions shall be in such form (including without limitation hard copy or electronic) as provided in Contract Documents or as Owner may request.
 4. At the time any Application for Payment is submitted, Contractor shall certify in writing the accuracy of the Application and that Contractor has fulfilled all scheduling requirements of Document 00 7200 (General Conditions) and Document 01 3200 (Construction Progress Documentation), including updates and revisions. A responsible officer of Contractor shall execute the certification.
 5. Payment Applications must be accompanied by all (if any) documentation required by Owner.
 6. If Contractor fails to timely deliver any of the following items, Owner may in its sole discretion, withhold five percent (5%) of each Application for Payment unless and until received:
 - a. All required monthly progress schedule update information required by Contract Documents (including without limitation Document 01 3200 Construction Progress Documentation).
 - b. All Project Record Document submittals required by the Contract Documents (including without limitation Document 01 7800 Closeout Submittals).
 7. Each Application for Payment shall list each Change Order and Construction Change Directive (CCD) executed prior to date of submission, including the Change Order/CCD Number, and a description of the work activities, consistent with the descriptions of original work activities. Submit a monthly Change Order/CCD status log to Owner.
 8. Contractor shall maintain consistency with previous approved Applications for Payment.
 9. If Owner requires substantiating data, submit information requested by Owner, with cover letter identifying Project, Application for Payment number and date, and detailed list of enclosures. Submit one copy of substantiating data and cover letter for each copy of Application for Payment submitted.
 10. If Contractor fails or refuses to participate in work reconciliations or other construction progress evaluation with Owner, Contractor shall not receive current payment until Contractor has participated fully in providing construction progress information and schedule update information to Owner.
- D. Progress Payments.
1. Owner will review Contractor's Application for Payment following receipt. If adjustments need to be made to percent of completion of each activity, Owner will make appropriate notations and return to Contractor. Contractor shall revise and resubmit. All parties shall update percentage of completion values in the same manner, i.e., express value of an accumulated percentage of completion to date.
 2. Each Application for Payment may be reviewed by Owner and/or inspectors to determine whether the Application for Payment is proper, and shall be rejected, revised, or approved by Owner pursuant to the Schedule of Values prepared in accordance with paragraph 1.07.B. of this Document 01 2900.

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3. If it is determined that the Application for Payment is not proper and suitable for payment, Owner will return it to Contractor as soon as practicable, but no later than seven (7) Days after receipt, together with a document setting forth in writing the reasons why the Application for Payment is not proper. If Owner determines that portions of the Application for Payment are not proper or not due under the Contract Documents, then Owner may approve the other portions of the Application for Payment, and in the case of disputed items or defective Work not remedied, may withhold up to 150 percent of the disputed amount from the progress payment.
 4. Pursuant to Public Contract Code section 20104.50, if Owner fails to make any progress payment within thirty (30) Days after receipt of an undisputed and properly submitted Application for Payment from Contractor, Owner shall pay interest to Contractor equivalent to the legal rates set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure. An Application for Payment is not considered undisputed until it has been reviewed and approved by Owner's PDU Director or Director's Designee. The 30-Day period shall be reduced by the number of Days by which Owner exceeds the seven-Day return requirement set forth herein.
 5. As soon as practicable after approval of each Application for Payment for progress payments, Owner will pay to Contractor in manner provided by law, an amount equal to 95 percent of the amounts otherwise due as provided in the Contract Documents, or a lesser amount if so provided in Contract Documents, provided that payments may at any time be withheld if, in judgment of Owner, Work is not proceeding in accordance with Contract, or Contractor is not complying with requirements of Contract, or to comply with stop notices or to offset liquidated damages accruing or expected.
 6. Before any progress payment or final payment is due or made, Contractor shall submit satisfactory evidence that Contractor is not delinquent in payments to employees, Subcontractors, suppliers, or creditors for labor and materials incorporated into Work. This specifically includes, without limitation, conditional lien release forms for the current progress payment and unconditional release forms for past progress payments. Owner also may elect in its sole discretion to pay progress payments by joint check to Contractor and each Subcontractor having an interest in that progress payment in such amount.
 7. Owner reserves and shall have the right to withhold payment for any equipment and/or specifically fabricated materials that, in the sole judgment of Owner, are not adequately and properly protected against weather and/or damage prior to or following incorporation into the Work.
 8. Granting of progress payment or payments by Owner, or receipt thereof by Contractor, shall not be understood as constituting in any sense acceptance of Work or of any portion thereof, and shall in no way lessen liability of Contractor to replace unsatisfactory work or material, though unsatisfactory character of work or material may have been apparent or detected at time payment was made.
 9. When Owner shall charge sum of money against Contractor under any provision of Contract Documents, amount of charge shall be deducted and retained by Owner from amount of next succeeding progress payment or from any other monies due or that may become due Contractor under Contract. If, on completion or termination of Contract, such monies due Contractor are found insufficient to cover Owner charges against it, Owner shall have right to recover balance from Contractor or Sureties.
- E. Retention Changes.
1. Following satisfactory and timely completion of the Work, following Contractor's request, Owner may, in its sole discretion, elect to do one or more of the following:
 - a. Notwithstanding paragraph 1.07.D.5 above, pay any or all subsequent Applications for Payment for progress payments at the rate of 95 percent of the amounts otherwise due.
 - b. Release to Contractor any retention otherwise held by Owner.
 2. Owner reserves the right to revoke any election under paragraph 1.07.D.5 above at any time.
 3. Nothing in this paragraph 1.07.D. shall lessen or diminish any Owner right or remedy, including without limitation Owner right to require Contractor to perform all Work within the time otherwise required in the Contract Documents.

1.08. Substitution of Securities in Lieu of Retention

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- A. In accordance with the provisions of Public Contract Code section 22300, substitution of securities for any moneys withheld under Contract Documents to ensure performance is permitted under following conditions:
1. At request and expense of Contractor, securities listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Contractor and Owner which are equivalent to the amount withheld under retention provisions of Contract shall be deposited with Controller or with a state or federally chartered bank in California, as the escrow agent, who shall then pay such monies to Contractor. Upon satisfactory completion of Contract, securities shall be returned to Contractor.
 2. Alternatively, Contractor may request and Owner shall make payment of retentions earned directly to the escrow agent at the expense of Contractor. At the expense of Contractor, Contractor may direct the investment of the payments into securities and receive the interest earned on the investments upon the same terms provided for in this Document 01 2900 for securities deposited by Contractor. Upon satisfactory completion of Contract Documents, Contractor shall receive from escrow agent all securities, interest, and payments received by the escrow agent from Owner, pursuant to the terms of this Document 01 2900. Pay to each Subcontractor, not later than twenty (20) Days after receipt of the payment, the respective amount of interest earned, net of costs attributed to retention withheld from each Subcontractor, on the amount of retention withheld to insure the performance of Contractor.
 3. Contractor shall be beneficial owner of securities substituted for monies withheld and shall receive any interest thereon.
 4. Enter into escrow agreement with Controller according to Document 00 6801 (Escrow Agreement for Security Deposit in Lieu of Retention), as authorized under Public Contract Code section 22300, specifying amount of securities to be deposited, terms and conditions of conversion to cash in case of default of Contractor, and termination of escrow upon completion of Contract Documents.
 5. Public Contract Code section 22300 is hereby incorporated in full by this reference.

1.09. Substantial Completion Payment

- A. Following issuance of Certificate of Substantial Completion, submit Application for Payment reflecting Certificates of Partial Substantial Completion (if any) issued previously for Owner occupancy of designated portions of Work.
- B. Required administrative actions and submittals that precede or coincide with this application include:
1. Occupancy permits and similar approvals.
 2. Warranties and maintenance agreements (dated to commence on date of Substantial Completion).
 3. Test/adjust/balance records.
 4. Maintenance and training instructions and completion of training as required by the Contract Documents, including Document 01 8200 (Demonstration and Training).
 5. Meter readings.
 6. Start-up performance reports.
 7. Change-over information related to Owner's occupancy, use, operation, and maintenance.
 8. Advice on shifting insurance coverages.
 9. Final progress photographs.
 10. Comprehensive list of incomplete or non-complying Work (initial punch list).
 11. Any other items required by Document 01 7800 (Closeout Submittals)

1.10. Final Payment

- A. As soon as practicable after all required Work is completed in accordance with Contract Documents, including commissioning, punch list, testing, record documents and Contractor maintenance after Final Acceptance, Owner will pay to Contractor, in manner provided by law, unpaid balance of Contract Sum of Work (including without limitation retentions), or whole Contract Sum of Work if no progress payment has been made, determined in accordance with terms of Contract Documents, less sums as may be lawfully retained under any provisions of Contract Documents or by law.
- B. Prior progress payments shall be subject to correction in the final payment. Owner determination of

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amount due as final payment shall be final and conclusive evidence of amount of Work performed by Contractor under Contract Documents and shall be full measure of compensation to be received by Contractor.

- C. Contractor and each assignee under an assignment in effect at time of final payment shall execute and deliver at time of final payment, and as a condition precedent to Owner obligation to make final payment, Document 00 6530 (Agreement and Release of Any and All Claims) discharging Owner, its officers, agents, employees, and consultants of and from liabilities, obligations, and claims arising under Contract Documents.

1.11. Effect of Payment

- A. Payment will be made by Owner, based on Owner observations at the Site and the data comprising the Application for Payment. Payment will not be a representation that Owner has:
1. Made exhaustive or continuous on-Site inspections to check the quality or quantity of Work;
 2. Reviewed construction means, methods, techniques, sequences, or procedures;
 3. Reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by Owner to substantiate Contractor's right to payment; or
 4. Made examination to ascertain how or for what purpose Contractor has used money previously paid on account of the Contract Sum.

1.12. Materials

- A. General Requirements
1. Contractor must not purchase any materials, supplies, or equipment for the Work subject to any chattel mortgage or subject to a conditional sale or other agreement by which any interest therein or in any part thereof is retained by the seller or the Supplier.
 2. Contractor warrants free and clear title to all material, supplies, and equipment Installed or incorporated in the Work and agrees upon Completion of the Work to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by Contractor, to Owner free from any claims, liens or charges of any kind. Contractor nor any person, firm, or corporation furnishing materials, labor or services for any Work has the right to place a lien upon the premises or any improvement or appurtenances therein.
 3. The provisions of this Document 01 2900.1.12 (General Requirements), must be inserted in all Subcontracts and material contracts and notice of its provisions must be provided to all persons furnishing material for the Work when no formal contract is entered into for such material.

ARTICLE II – PRODUCTS – NOT USED

ARTICLE III – EXECUTION – NOT USED

END OF DOCUMENT 01 2900

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DOCUMENT 01 3100

PROJECT MANAGEMENT AND COORDINATION

ARTICLE I – GENERAL

1.01. Summary

- A. This Document includes:
 - 1. Article I – General
 - a. 1.01 – Summary
 - b. 1.02 – Related Documents And Sections (Not Used)
 - c. 1.03 – Definitions (Not Used)
 - d. 1.04 – Coordination
 - e. 1.05 – Pre-work Verification
 - f. 1.06 – Administrative Actions
 - g. 1.07 – Conservation
 - 2. Article II – Products (Not Used)
 - 3. Article III – Execution (Not Used)
 - 4. Article IV – Forms (Not Used)

1.02. Related Documents And Sections (Not Used)

1.03. Definitions (Not Used)

1.04. Coordination

- A. Contractor must not delegate Contractor's responsibility for coordination of the Work to any Subcontractor.
- B. Contractor must provide a General Superintendent whose sole responsibility is administration of the Contractor's Work and the coordination of the Work of the Contractor's Subcontractors and suppliers.
- C. Contractor to financially compensate Owner for any originally-submitted Contractor's staff being removed from the Project without Owner's written authorization. Financial compensation is to be determined by Owner.
- D. Contractor must provide administrative and supervisory personnel as needed or required for timely compliance with all administrative requirements of the Contract Documents and proper coordination of the performance of the Work.
- E. Contractor must ensure that each Subcontractor provides personnel as reasonably required for management and coordination of the Subcontractor's Work and for coordination of the Subcontractor's Work with the Work of the entire Project.
- F. Contractor must coordinate the Work to ensure efficient and orderly installation of each part of the Work of the entire Project including but not limited to:
 - 1. Coordinating all aspects of the Work as required to provide the Owner with a complete and operable facility.
 - 2. Coordinating the Work with the work of other contractors and entities to ensure efficient and orderly installation of each part of the Work of the entire Project.
 - 3. Managing the Project Shut Down process between and among all subcontractors in accordance with Owner's policy, which requires ten (10) working days' notice and approval prior to any Shut Down.
 - 4. Coordinating installation of different components and systems of the Work to ensure maximum accessibility for required maintenance, service, and repair.
 - 5. Coordinating the Work included in different Sections of the Project Manual that depend on each other for proper installation, connection, and operation.
 - 6. Coordinating the Work of all Subcontractors and suppliers.
 - 7. Coordinating the Work in such a manner to avoid delays and permit proper and efficient installation of the Work by all Subcontractors.

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8. Coordinating electrical/mechanical Work, particularly between general trades and mechanical/electrical trades, including the work of Owner and other contractors, so that sleeves, hangers, chases, openings, etc., required for pipe, conduit, and other installations of like character are duly and properly Provided and Installed as Work progresses.
9. Coordinating all cutting, fitting and patching that may be required to make the parts of the Work come together properly for the completed Project as shown or as reasonably implied by the Contract Documents.
10. Coordinating for future installation of work by others that is not included in the Contractor's Work but is shown or specified in the Contract Documents.
11. Coordinating delivery of materials in accordance with the Official Progress Schedule
12. Coordinating and cooperating in the timing and sequencing of Contractor's Work with the work of other contractors or the Owner.
13. Sequencing the Work to obtain the best results where installation of one component of the Work depends on installation of other components, before or after its own installation.
14. Making adequate provisions to accommodate items scheduled for later installation by Contractor, Owner, or other contractors.
15. Checking the drawings of the Owner or other contractors for interferences with Contractor's Work and promptly reporting to Owner, in writing, any potential interferences between the Contractor's Work and the work of Owner or the work of other contractors.
16. Utilizing the Contract Documents and Owner accepted Submittals to check and coordinate the Work so that no interferences or conflicts between trades occur. This checking and coordination must be performed and completed before construction is commenced in each affected area and may require the preparation and submission of Coordination Drawings.
17. Furnishing to other contractors, whose work is fitted to Contractor's Work, Record Documents, Coordination Drawings, details, and erection drawings giving full information regarding the Fabrication, assembly, and installation of Contractor's Work.
18. Preparing memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings. Prepare similar memoranda for the Owner and separate contractors if coordination of their Work is required.
19. Resolving disputes between Subcontractors.

1.05. Pre-Work Verification

- A. Prior to starting a particular type or kind of Work:
 1. Review all Contract Documents and other relevant data related to the type or kind of Work to be performed;
 2. Check Owner accepted Submittals and verify dimensions at Project Site;
 3. Review manufacturers' instructions applicable to conditions under which Work is to be installed;
 4. Inspect areas, surfaces or construction receiving the Work; and
 5. Report to Owner in writing any concerns, issues, or problems observed during Contractor's Pre-Work verification at least five (5) working days before beginning Phase 2 work on the Project.
- B. Start of Work shall signify compliance with the above requirements and acceptance of previously placed construction or substrates as being in satisfactory condition to achieve proper installations and first quality workmanship as intended under these Contract Documents. Failure to so inspect and report to Owner shall constitute an acceptance of the previously placed construction or substrates.

1.06. Administrative Actions

- A. Administrative actions include, but are not limited to, the following:
 1. Preparation, update, and revision of Contractor's Official Progress Schedule. (See Document 01 3200, Construction Progress Documentation.)
 2. Delivery and review of Submittals. (See Document 01 3300, Submittals.)

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- 3. Project Meetings. (See Document 01 3150, Project Meetings.)
- 4. Project closeout activities. (See Document 01 7700, Closeout Procedures.)
- B. Coordinate timing of required administrative actions with construction activities and activities of Owner and other contractors to avoid conflicts and ensure orderly progress of the Work.

1.07. Conservation

- A. Coordinate Work to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
- B. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work.

ARTICLE II - PRODUCTS (Not Used)

ARTICLE III - EXECUTION (Not Used)

ARTICLE IV - FORMS (Not Used)

END OF DOCUMENT 01 3100

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DOCUMENT 01 3120

BUILDING INFORMATION MODELING (BIM) AND COORDINATION DRAWINGS

ARTICLE I - GENERAL

1.01. Summary

- A. This Document includes:
1. Article I – General
 - a. 1.01 – Summary
 - b. 1.02 – Related Documents and Sections
 - c. 1.03 – General Requirements
 - d. 1.04 – BIM Kick-off/Coordinating Meeting and Pre-Construction/Construction Phase BIM Activities
 - e. 1.05 – Initial Hosting of BIM by Architect during Design Phases
 - f. 1.06 – Transfer to and Hosting of BIM by CMR
 - g. 1.07 – As-built Model
 - h. 1.08 – Scheduling
 - i. 1.09 – Coordination Drawings
 - j. 1.10 – Contractor Responsibilities
 - k. 1.11 – Coordination Drawing Requirements
 - l. 1.12 – Non-Conforming Work
 - m. 1.13 – Submittal Requirements
 2. Article II – Products (Not Used)
 3. Article III – Execution (Not Used)
 4. Article IV – Forms (Not Used)

1.02. Related Documents and Sections

- A. Section 01 31 00, “Project Management and Coordination”
- B. Section 01 31 20, “Coordination Drawings”
- C. Section 01 32 50, “Record Documents (As-Builts)”
- D. Section 01 33 00, “Submittal Procedures”
- E. Section 01 45 00, “Quality Control”
- F. Section 01 77 00 “Closeout Procedures”
- G. Section 01 78 00 “Closeout Requirements”

1.03. General Requirements

- A. CMR and its major sub-contractors must be capable of utilizing the BIM to perform the functions assigned to them.
- B. The personnel assigned to lead the BIM responsibilities on this Project shall have extensive hands-on experience in successfully delivering complex projects in BIM and possess excellent knowledge in the use of the various BIM software and platforms. Resumes of proposed BIM leads shall be submitted to Owner for review and approval at project commencement. Owner reserves the right to request personnel change as needed
- C. The intended BIM uses for this Project include, but are not limited to, the following applications. Models shall be set up and developed to support these intended uses:
- Visualization
 - Phasing Study and Analysis
 - Cross-disciplinary Coordination
 - Design and Construction Documentation
 - Program Verification

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- Option Management
- Design analysis e.g. accessibility, traffic, area, sightline, engineering, energy, daylight, etc.
- Quantity Takeoff and Cost
- Field BIM
- Change Management
- Facility and Asset Management

D. The BIM and any portion of the BIM is a work for hire for the benefit of Owner and will be provided to Owner as a contract deliverable that may be used by Owner without restriction for the use on this Project. CMR grants to Owner a license in perpetuity to use and reproduce the BIM and any portion of the BIM for any purpose whatsoever related to this Project. CMR and its sub-contractors shall transfer to Owner copyrights or licenses necessary for Owner to use the BIM and supporting information.

E. The BIM is not a Construction Document or Contract Document, and does not supplement or supersede the final permitted Drawings or Specifications.

1.04. BIM Kick-off/Coordinating Meetings and Pre-Construction/Construction Phase BIM Activities

A. Owner will provide “BIM Standard and Specifications for San Mateo County Project Development Unit” at project commencement for CMR as guideline to develop the BIM strategy for the Project.

B. CMR shall collaborate with Architect to develop an integrated Building Information Modeling (“BIM”) Execution Plan (“BXP”) to document the project delivery standards and protocols for the BIM uses and deliverables to submit to County for approval. This will include and use the current version of Level of Development Specification (LOD) published by BIM Forum to specify and articulate with a high degree of clarity the use, content and reliability of BIM at various stages in the design and construction process, such as elements to be modeled, model element authors, timing for element modeling, precision/details to be included, etc. Following County approval, CMR shall work in BIM with Architect in accordance with the BXP.

C. At the onset of the BIM design model creation process, the project BIM team will participate in a BIM Kick-Off Meeting at project initiation.

D. CMR and all sub-contractors that will be interacting with or using BIM information will meet with Architect and its design team to develop protocols for developing, implementing, reviewing, and exchanging information through the BIM. Through the BIM kick-off meetings and subsequent regular coordination meetings, CMR, major sub-contractors and Architect’s design team will discuss, coordinate, test and adjust their BIM practices, to allow information to be used, to the greatest practical extent, by all parties for their respective purposes.

E. Regular coordination meetings shall be held during Pre-Construction and Construction Phases to review BIM usage and make updates as appropriate to maximize the benefits of BIM to support the Project delivery.

F. BIM shall be used as design and construction process review tool to facilitate project discussions.

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1.05. Initial Hosting of BIM by Architect during Design Phases

- A. The Design Building Information Model (“**BIM**”) based on the architectural and structural designs shall be developed by the Architect throughout design phases incorporating all modifications approved by Owner.
- B. Architect shall host, manage and share the BIM during development of the Project’s design, from Concept Design through Construction Documents phases.

1.06 Transfer to and Hosting of BIM by CMR

- A. Upon the completion of Final Construction Documents, Architect will provide the federated BIM to the CMR who will host and manage the BIM through construction and until completion of the Project. CMR’s hosting and managing responsibilities shall include without limitation: (i) collecting, coordinating, and the usability of, incoming models from Project participants; (ii) maintaining periodic record copies; (iii) aggregating incoming models and making the BIM available for use and viewing by Project participants; (iv) performing and assisting in performing clash detection in the model and/or with any Owner-approved modifications; (v) issuing periodic clash detection reports; (vi) providing and maintaining file sharing of models with Project team; (vii) managing access rights; and (viii) updating the BIM to reflect current designs and revisions.
- B. CMR will use the BIM to assist in its work to coordinate the design and the implementation of the design during construction. CMR will perform/manage clash detection and coordination process during the construction phase, through preparation of all shop drawings and submittals necessary for construction, and shall correct and clarify any clashes, coordination or issues. Coordination, updates and clarifications resulting from such further modeling (whether performed by Architects, Contractor or sub-contractors) shall be within the CMR scope of work.

1.07 As-Built Models

CMR shall coordinate with Architects during construction on design changes and incorporate all approved changes into the As-Built Models based on RFI, marked up prints, drawings and other information regularly and at Project completion. Deliverables for As-built models in the Record Set shall include the native source files of all applicable trades/sub-trades.

Please see Section 00 0700 (General Conditions), Section 01 3250 (Record Documents (As-Built)), Section 01 7700 (Closeout Procedures) and 01 7800 (Closeout Requirements) for additional requirements.

1.08 Scheduling of Coordination Drawing Submittals

Schedule preparation and processing of Coordination Drawings in accordance with the specific Submittal deadlines and timeframes stated below.

- A. Unless otherwise specifically stated in the Contract Documents, or needed for proper coordination of the installation of early Work, all Coordination Drawing Submittals are due no later than 120 Days after the Start Date stated in the Notice to Proceed.
- B. Unless a longer period is specifically stated elsewhere in the Contract Documents, allow at least 21 Days for Owner’s review and return of all Coordination Drawings Submittals and resubmittals.

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1.09 Coordination Drawings

Contractor must prepare and submit both hardcopies and associated clash detection reports in electronic format (Navisworks or other formats) to demonstrate the coordination of methods, materials, equipment, plans, or sequence of Contractor proposes use when:

- A. Coordination Drawings are specifically required.
- B. Limited space is available for installation of different components.
- C. Coordination is needed for installation of Products and materials fabricated by separate entities.
- D. The relationship of components is shown on separate Shop Drawings or Submittals.
- E. Coordination Drawings must be prepared and submitted for the following systems, equipment, and spaces:
 - 1. HVAC
 - 2. Plumbing
 - 3. Electrical
 - 4. Fire Sprinkler
 - 5. Fire Suppression
 - 6. Shielding

1.10 Contractor Responsibilities

- A. Supervise preparation of coordinated drawings conducted in BIM and other associated formats
- B. Assign space allocation priorities
- C. Notify Owner in writing of unresolved conflicts or interferences found during the preparation of Coordination Drawings.

1.11 Coordination Drawing Requirements

- A. Coordination Drawings must include but are not necessarily limited to the following:
 - 1. Submit combined, comprehensive mechanical and electrical systems Coordination Drawings.
 - a. Include ductwork, mechanical pipe, plumbing, electrical, sprinkler systems, and ceiling systems overlaid on structural frame.
 - b. Size ductwork, mechanical pipe, plumbing, electrical, and sprinkler system components as shown on Drawings. Downsizing of Mechanical/Electrical/Plumbing (MEP) systems is not permitted.
 - c. Show seismic restraints where required on systems.
- B. Indicate how:
 - 1. Work will fit in the available space
 - 2. Work of the various trades or systems will Interface
 - 3. Contractor intends to sequence the Installation

1.12 Non-Conforming Work

- A. Work not installed within designated coordination areas in compliance with the Owner accepted Coordination Drawings will be considered non-conforming Work subject to removal and replacement at no additional cost to Owner.

1.13 Submittal Requirements

- A. Submit one (1) electronic file set and three (3) copies of each Coordination Drawing Submittal.
 - 1. Comply with requirements of Section 01 3300 (Submittal Procedures).
- B. Signatures required on each sheet of Coordination Drawings:

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1. Coordination Drawing(s) must be signed and dated by Contractor and individual Subcontractors.
2. By act of signature and submittal of the single combined Coordination Drawing(s), Contractor and each Subcontractor acknowledge that Work for which Contractor or said Subcontractor is responsible has been coordinated with the Work of Contractor and all other Subcontractors.

ARTICLE II – PRODUCTS (Not used)

ARTICLE III – EXECUTION (Not used)

ARTICLE IV – FORMS (Not Used)

END OF DOCUMENT 01 3120

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DOCUMENT 01 31 50

PROJECT MEETINGS

ARTICLE I – GENERAL Summary

- A. This Document includes:
 - 1. Article I – General
 - a. 1.01 – Summary
 - b. 1.02 – Related Documents
 - c. 1.03 – Definitions
 - d. 1.04 – Project Meetings
 - 2. Article II – Products (Not Used)
 - 3. Article III – Execution (Not Used)
 - 4. Article IV – Forms (Not Used)

1.02. Related Documents

- A. Section 01 32 00, “Construction Progress Documentation”
- B. Section 01 35 63, “Solid Waste Management and Recycling Plan”
- C. Section 01 45 00, “Quality Control”
- D. Section 01 50 00, “Temporary Facilities and Controls”
- E. Section 01 77 00, “Procedures for Substantial Completion and Final Completion”

1.03. Definitions

- A. Decision/Action Tracking Report. A report prepared by the CMR recording all actions, commitments, and decisions (items) made at various Project Meetings and conferences. At a minimum, the report must track the name of the person responsible for the item, a description of the required action or decision, the initiation date of the item, the due date for the item, actual completion date of the item, and the current status of the item. Copies of the Decision/Action tracking report must be provided to all attendees and must be submitted to the Owner within twenty-four (24) hours of the meetings.

1.04. Project Meetings

- A. General.
 - 1. CMR must inform participants of date and time of each meeting and preside at all required meetings throughout progress the Work unless otherwise directed by Owner.
 - 2. CMR must prepare agenda for all meetings and provide to all attendees prior to the meetings.
 - 3. CMR must attend all meetings as required by the Contract Documents.
 - 4. CMR must attend and/or conduct additional meetings as directed by the Owner’s Project Manager.
 - 5. CMR must conduct meetings and conferences at the Project Site in the Contractor’s on-site temporary job trailer, unless otherwise indicated or required by Owner.
 - 6. CMR’s job trailer must contain a conference table and sufficient seating to accommodate at least twelve (12) meeting participants.
 - 7. CMR must prepare and distribute meeting minutes.
 - 8. CMR must maintain notes from all meetings and conferences in the form of a Decision/Action Tracking Report.
- B. Pre-construction Conference.
 - 1. The Owner will schedule and conduct a Pre-construction Conference before starting construction but no later than 21 Days after execution of the Agreement.
 - 2. Conference will be held at Project Site or another convenient location designated by Owner.
 - 3. Participants:
 - a. Owner’s Project Manager (Mandatory Attendance Required)
 - b. Designers of Record (Mandatory Attendance Required)
 - c. Contractor’s Authorized Representative (Mandatory Attendance Required)
 - d. Contractor’s QC Manager (Mandatory Attendance Required)

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- e. Major Subcontractors (Mandatory Attendance Required)
 - f. Testing Laboratory Representative
 - g. Other interested parties
 4. All participants at the conference must be familiar with Project and authorized to conclude matters relating to the Work.
 5. Agenda. Items of significance to be discussed at the meeting include:
 - a. Introductions
 - b. Review Scope of Work
 - c. Emergencies
 - d. Interim Life Safety
 - e. Required Notifications
 - f. Contractor Quality Control (QC) System
 - g. Testing and Inspection Laboratory
 - h. Coordination
 - i. Normal Hours of Work
 - j. Workplace Environment
 - k. Use of Project Site
 - l. Security
 - m. Disruption of Owner's Normal Operations
 - n. Use of Owner's Facilities
 - o. Temporary Facilities and Controls
 - p. Accepting Material Deliveries
 - q. General Correspondence
 - r. Additional Detailed Instructions
 1. Field Modifications
 2. Requests for Information (RFI)
 3. Change Orders
 4. Progress Payments
 5. Submittals (List of Owner's Submittal reviewers)
 - s. Record Documents
 - t. Owner Furnished Contractor Installed (OFCI) Equipment
 - u. Environmental Issues
 - v. Tentative Schedule
 - w. Liquidated Damages
 6. The Owner will prepare meeting minutes of the Pre-construction Conference and distribute minutes to the attendees.
- C. Schedule. See Section 01 32 00 (Construction Progress Documentation).
- D. Solid Waste Management Plan. See Section 01 3563 (Solid Waste Management and Recycling Plan).
- E. Quality Control Meetings.
1. CMR must conduct and take minutes of all meetings required by Section 01 4500 (Quality Control Process).
- F. Progress Meetings.
1. The CMR and Owner's Project Manager will work together to establish a schedule of construction Progress Meetings. The frequency of these Progress Meetings shall be at the discretion of Owner's Project Manager, and shall be no more often than once each week. Contractor must attend Progress Meetings at the times and locations scheduled. The progress meetings will be located at the Contractor's on-site field office unless the Owner's Project Manager approves an alternate location.
 2. Attendees:
 - a. Owner's Project Manager
 - b. Designers of Record
 - c. Contractor's Authorized Representative
 - d. Contractor's QC Manager
 - e. As-needed Subcontractor(s)
 - f. Testing Laboratory Representative (TBD)

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- g. Other entities concerned with current progress or involved in planning, coordination, or performance of future activities must be represented at these meetings.
- 3. Agenda:
 - a. Review and update Contractor's Decision/Action Tracking Report from previous Progress Meeting
 - b. Schedule Review
 - 1. Review progress since the last meeting
 - 2. Compare current progress against Official Progress Schedule
 - 3. Determine how construction behind schedule will be expedited
 - 4. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - c. Review present and future needs of each entity present, including the following:
 - 1. Interface requirements
 - 2. Sequence of operations
 - 3. Status of Submittals
 - 4. Status of key deliveries
 - 5. Status of off-site fabrication
 - 6. Site access issues
 - 7. Site utilization
 - 8. Temporary facilities and controls
 - 9. Interim Life Safety
 - 10. Normal Hours of Work
 - d. Progress cleaning
 - e. Change Orders.
- 4. At a minimum, the Contractor must maintain notes for all Progress Meetings in the form of a Decision/Action Tracking Report. Electronic copies of the Decision/Action tracking report must be provided to all attendees and two (2) hardcopies must be submitted to the Owner within twenty-four (24) hours of the meetings.
- 5. Progress Schedule and Billing Meetings.
 - a. A meeting will be held on approximately the 25th of each month or as otherwise agreed to with Owner (but no more than once every thirty {30} days) to review the schedule update submittal and progress payment application.
 - 1. At this meeting, at a minimum, the following items will be reviewed:
 - i. Percent complete of each activity;
 - ii. Time impact evaluations for Change Orders and Time Extension Request;
 - iii. Actual and anticipated activity sequence changes;
 - iv. Actual and anticipated duration changes; and
 - v. Actual and anticipated Contractor delays.
 - 2. These meetings are considered a critical component of overall monthly schedule update submittal and Contractor shall have appropriate personnel attend. At a minimum, Contractor's General Superintendent and Scheduler shall attend these meetings.
 - 3. Contractor shall set aside sufficient time to review the progress schedule and the monthly pay application, and plan on the meeting taking no less than two hours.
- 6. Special Meetings.
 - a. Any party may call special meetings by notifying all desired participants and Owner five (5) Days in advance, giving reason for meeting. Special meetings may be held without advance notice in emergency situations.
 - b. At any time during the progress of Work, Owner shall have authority to require Contractor attend meeting of any or all of the Subcontractors engaged in Work or in other work, and notice of such meeting shall be duly observed and complied with by Contractor.
 - c. Contractor shall schedule and conduct coordination meetings (including as required with other contractors, Owner and its representatives, utility owners and others) as necessary to discharge coordination responsibilities in Document 00 7200 (General Conditions). Contractor shall give Owner five (5) Days written notice of coordination meetings. Contractor shall maintain minutes of coordination meetings. Attendees shall have seven

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- (7) Days to submit comments or additions to minutes. Minutes will constitute final memorialization of results of coordination meetings.
- d. Contractor to submit minutes of meetings to all attendees within three (3) days of the meeting.
- 7. Safety Meetings.
 - a. Conduct monthly Contractor Safety Committee meetings.
 - b. Conduct weekly toolbox safety talks.
- G. Commissioning Meetings. See Document 01 9113 General Commissioning Requirements.
- H. Closeout Conference. See Document 01 7700 (Closeout Procedures)
- I. Demonstration and Training Meetings. See Section 01 8200 (Demonstration and Training)

ARTICLE II - PRODUCTS (Not Used)

ARTICLE III - EXECUTION (Not Used)

ARTICLE IV - FORMS (Not Used)

END OF DOCUMENT 01 3150

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DOCUMENT 01 3200

CONSTRUCTION PROGRESS DOCUMENTATION

ARTICLE I – GENERAL

1.01. Summary

- A. This Document includes:
 - 1. Article I – General
 - a. 1.01 – Summary
 - b. 1.02 – Related Documents and Sections (Not Used)
 - c. 1.03 – Definitions
 - d. 1.04 – General Requirements
 - 2. Article II – Products
 - a. 2.01 – Scheduling Software
 - 3. Article III – Execution
 - a. 3.01 – Basic Progress Schedule Requirements
 - b. 3.02 – CPM Progress Schedule
 - c. 3.03 – Schedule Orientation Meeting
 - d. 3.04 – Preliminary Contract Schedule
 - e. 3.05 – Baseline Schedule
 - f. 3.06 – Official Progress Schedule
 - g. 3.07 – Monthly Update of Official Progress Schedule
 - h. 3.08 – Revised Official Progress Schedule
 - i. 3.09 – Short Interval Schedule
 - j. 3.10 – Recovery Schedule
 - k. 3.11 – Cost Breakdown
 - l. 3.12 – Time Extensions
 - m. 3.13 – Submittal Logs
 - n. 3.14 – Project Reports
 - 4. Article IV – Forms (Not Used)

1.02. Related Documents and Sections (Not Used)

1.03. Definitions

- A. Baseline Schedule. The Contractor's initial CPM Progress Schedule accepted by the Owner as presenting an orderly and realistic plan for completion of the entire Work of the Project. When accepted by the Owner's Project Manager, the Contractor's Baseline Schedule becomes the initial version of the CPM Progress Schedule.
- B. CPM Progress Schedule. The CPM Progress Schedule is the Contractor's Progress Schedule prepared in chart or graph format, consistent in all respects with the Contract Time(s) and order of Work, presented in sufficient detail to show the chronological relationship of all activities of the Project including but not limited to planned starting and completion dates of various activities, submittal of Shop Drawings, procurement of materials and equipment, and deliveries of materials and equipment, The Contractor's Progress Schedule prepared in CPM Precedence format using the Owner approved scheduling software required by this Document 01 3200.
- C. Preliminary Contract Schedule (also called an Initial Schedule). The Contractor's CPM Progress Schedule presenting its detailed sequence of early operations including procurement of materials and equipment for a minimum of ninety (90) Days from the official Contract start date stated in the Notice to Proceed. The Preliminary Contract Schedule must also present all Milestones, sequences, and activities occurring during the entire Contract Time that are specifically required by the Contract Documents to be shown on the Contractor's Preliminary Contract Schedule.

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- D. Recovery Schedule. Contractor's detailed schedule indicating how Contractor intends to recover lost time.
- E. Revised CPM Progress Schedule. Contractor's written request to revise the current version of the Official Progress Schedule. If the Owner accepts the Contractor's request to revise the Official Progress Schedule, it becomes the new current version of the Official Progress Schedule.
- F. Short Interval Schedule. The Contractor's four-week schedule showing the past week, the week submitted, and two weeks thereafter. The Short Interval Schedule must correlate with the current version of the CPM Progress Schedule and reference the appropriate activity numbers.

1.04. General Requirements

- A. Perform scheduling of Work under this Contract in accordance with requirements of this Document 01 3200.
 - 1. Schedule, monthly payment requests, and project status reporting requirements of the Contract Documents shall employ scheduling as required in this Document 01 3200.
- B. Upon Award of Contract, immediately commence development of Preliminary Contract Schedule to ensure compliance with schedule submittal requirements.
- C. Contractor's obligations under this Document 01 3200 are hereby deemed material obligations justifying Owner remedies for default if Contractor fails to perform. Nothing in this paragraph 1.04.C. of this Document 01 3200 or the lack of an express statement that any other Contract Documents provision is or is not material shall be considered in determining whether any such other provision is material.
- D. Employ competent scheduling personnel or a schedule consultant with experience performing scheduling required herein on a minimum of two prior, similar projects, and with first-hand knowledge of this Project, including monthly site visits.
- E. Progress Schedule shall be based on, and incorporate milestone and completion dates specified, in Contract Documents.
- F. Overall time of completion and time of completion for each milestone shown on CPM Progress Schedule shall adhere to times in Document 00 5201 (Agreement), unless an earlier (advanced) time of completion is requested by Contractor and agreed to by Owner. A Change Order shall formalize any such agreement.
 - 1. Owner is not required to accept an earlier (advanced) schedule, i.e., one that shows early completion date(s) for the contract time.
 - 2. Contractor is not entitled to extra compensation in event agreement is reached on an earlier (advanced) schedule and contractor completes its work, for whatever reason, beyond completion date shown in earlier (advanced) schedule but within the contract time.
 - 3. A schedule showing the work completed in less than the contract time, which has been accepted by Owner, shall be considered to have project float. The project float is the time between the scheduled completion of the Work and contract Substantial Completion for each Project Component. Project float is a resource available to both Owner and Contractor.
 - 4. Float ownership: neither Owner nor Contractor owns float. The project owns the float. As such, liability for delay of any substantial completion or final completion date rests with the party whose actions, last in time, actually cause delay to a substantial completion or final completion date.
 - a. For example, in the event of unexcused delay by Party A and Party B, and if Party A uses some, but not all of the float and Party B later uses remainder of the float as well as additional time beyond the float, Party B shall be liable for the time that represents a delay to the Substantial Completion date.
 - b. Under this scenario, Party A would not be responsible for the time since it did not consume all of the float and additional float remained; therefore, the Substantial Completion Date was unaffected.
- G. CPM Progress Schedule shall be the basis for evaluating job progress, payment requests, and time extension requests. Responsibility for developing CPM Progress Schedule and monitoring actual progress rests with Contractor.
- H. Failure of CPM Progress Schedule to include any element of the Work or any inaccuracy in CPM Progress Schedule will not relieve Contractor from responsibility for accomplishing the Work in accordance with the Contract. Owner acceptance of Schedule shall be for its use in monitoring

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and evaluating job progress, payment requests, and time extension requests, and shall not, in any manner, impose a duty of care upon Owner, or act to relieve Contractor of its responsibility for means and methods of construction.

- I. Transmit to Owner by email, no less than monthly, current progress schedule in electronic form (native source file and PDF), to include the entire electronic file without abridgment, inclusive of all updates.

ARTICLE II - PRODUCTS

2.01. Scheduling Software

- A. Utilize an Owner approved computer-scheduling software, for all scheduling including schedule updates, and employ scheduling personnel experienced and competent in it. For all activities or impacts shown in schedule, Contractor shall complete all data points in the software to specifically include the activities, their durations, their logic ties and their resources.
- B. Each Schedule (Preliminary, Baseline, CPM Progress and updates) shall indicate all separate fabrication, procurement and field construction activities required for completion of the Work, including but not limited to the following:
 5. All Contractor, Subcontractor, and assigned Contractor work shall be shown in a logical work sequence that demonstrates a coordinated plan of work for all contractors. The intent is to provide a common basis of acceptance, understanding, and communication, as well as interface with other contractors.
 6. Activities related to the delivery of Contractor and Owner-furnished equipment to be Contractor and Owner installed per Contract shall be shown.
 7. All activities shall be identified through codes or other identification to indicate the building (i.e. buildings, Site work) and Contractor/Subcontractor responsibility to which they pertain.
 8. Break up the Work schedule into activities of durations of approximately twenty-one (21) Work Days or less each, except for non-field construction activities or as otherwise deemed acceptable by Owner.
 9. Show the critical path in red. For each activity, show early start, late start, early finish, late finish, durations measured in Days, float, resources, predecessor and successor activities, planned workday/week for the activity, material quantities, and scheduled/actual progress payments.
- C. Seasonal weather conditions (which do not constitute a delay as defined herein) shall be considered in the planning and scheduling of all work influenced by high or low ambient temperatures or presence of high moisture for the completion of the Work within the allotted Contract Time.
- D. Failure by Contractor to include any element of Work required for performance of the Work on the detailed construction schedule shall not excuse Contractor from completing all Work required within the Contract Time.
- E. A three-week “look ahead,” detailed daily bar chart schedule shall be updated and issued weekly in hard copy and electronically.
- F. Monthly updates shall include schedule sorts in hard copy, by bid item (geographic work area) with critical items shown in red float and with early/late start and finish dates, to facilitate meaningful review and assessment of schedule.

ARTICLE III- EXECUTION

3.01. Not Used

3.02 CPM Progress Schedule

- A. General Requirements.
 1. Contractor must submit a CPM Progress Schedule.
 2. Personnel preparing CPM Progress Schedules must be qualified and experienced in preparing Critical Path Method (“CPM”) schedules and must be capable of producing the schedules and reports required by this Document. If not previously provided, at least seven (7) Days prior to the Schedule Orientation Meeting, Contractor must submit for Owner acceptance, qualifications of Contractor’s proposed scheduler including references from the project owner on the last three (3) recent projects where the proposed scheduler prepared the required project

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schedules. Owner's acceptance of Contractor's proposed scheduler may be withheld until twenty-one (21) days after Contractor's Baseline Schedule Submission.

3. Contractor must use scheduling software as required by Paragraph 2.01 of this Document 01 3200.
4. Contractor must provide Owner with three (3) hardcopies of each schedule submission and electronic copies of the schedule data files on Flash Drive. The Flash Drive must be permanently labeled to indicate the contents of the drive and include the submittal number and data date.
5. The Project Time for completion of the entire Project and the Milestone times must adhere to the start and finish times stated in the Contract Documents, unless Contractor formally requests and Owner's Authorized Representative Approves in writing earlier (advanced) time(s) of completion. Approval of such request shall be at Owner's discretion and must be in the form of a Change Order.
6. Float Time is not for the exclusive benefit of either Contractor or Owner. Contractor must not include contingency activities.
7. Failure of the CPM Progress Schedule to include an element of the Work required for performance of this Contract, or inaccuracy in CPM Progress Schedule, will not relieve Contractor from responsibility for accomplishing all the Work required and will not constitute grounds for delay.
8. Failure of Contractor to substantially comply with requirements of this Document 01 3200 will constitute a failure by Contractor to prosecute Work with such diligence as will ensure its completion within Contract Time(s) and may be considered grounds for termination or other remedy by Owner pursuant to terms of this Contract.

3.03 Schedule Orientation Meeting

- A. Within seven (7) Days of the official Contract start date stated in the Notice to Proceed, Contractor will conduct a Schedule Orientation Meeting to review the requirements of the Contract Documents for preparing, submitting, updating, and revising the various Project schedules. This is a separate meeting from the Pre-construction Conference and is dedicated exclusively to discussions about the scheduling requirements for the Project.
- B. Contractor must review the requirements of the Contract Documents related to scheduling prior to the meeting and be prepared to discuss its general approach to meeting the requirements. This meeting must be attended by:
 1. Owner's Project Manager or designee.
 2. Contractor's Authorized Representative and scheduler.
 3. Any other personnel deemed advisable to attend by Owner or Contractor.
- C. The following items will be reviewed and discussed during the meeting:
 1. Schedule preparation and submission requirements
 2. Level of involvement of Subcontractors in the schedule development effort
 3. Schedule updates.
 4. Schedule revisions.
 5. Recovery Schedules
 6. Short Interval Schedules (SIS)
 7. Establishing the time element of Change Orders.
 8. County Holidays and Hours of Work
 9. Technical Scheduling Requirements
 10. Data exchange and communication.

3.04 Preliminary Contract Schedule

- A. No later than twenty-eight (28) Days after the start date for the Work stated in the Notice to Proceed, Contractor must submit three (3) prints (plots) of a Preliminary Contract Schedule and corresponding schedule data files Flash Drive.
- B. The Preliminary Contract Schedule must be a time-scale, precedence CPM diagram. The data/status date for the Preliminary Contract Schedule must be the first day of the Contract Time as stated in the NTP.

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- C. The Preliminary Contract Schedule must include:
1. The Contractor's general plan of Work in accordance with the Milestones and Project Time(s) stated in the Contract Documents.
 2. Details of Contractor's planned mobilization.
 3. Sequence of early operations including procurement of materials and equipment for a minimum of ninety (90) days from the official Contract start date stated in the Notice to Proceed.
 4. All mandatory activities, sequences, and durations required in the Contract Documents including but not limited to:
 - a. A start Milestone for the Notice to Proceed.
 - b. An activity for verification of all existing conditions and dimensions.
 - c. An activity for installation of temporary site enclosure fence.
 - d. All completion Milestones.
 - e. All Owner Inspection and Punchlist activities preceding each completion Milestone. The durations for each of these activities must be consistent with the durations allowed by the Contract Documents.
 - f. All equipment and system Performance Periods (run-in periods).
 - g. Key Commissioning activities and sequences.
- D. Owner will review the Preliminary Contract Schedule for conformance with the requirements of the Contract Documents. Owner will return the Preliminary Contract Schedule with comments within fourteen days (14) Days after receipt.
- E. Contractor must use the Owner accepted Preliminary Contract Schedule with Owner's comments as the basis for the Baseline Schedule submission. Unless otherwise requested by the Contractor and approved in writing by the Owner's Project Manager, the activities, durations, and logic that appear in the Owner accepted Preliminary Contract Schedule must remain unchanged in the Baseline Schedule submission.

3.05 Baseline Schedule

- A. Within fourteen (14) Days from the official Contract start date stated in the Notice to Proceed, Contractor must submit a Baseline Schedule presenting an orderly and realistic plan for completion of the entire Work of the Project including consideration of and compliance with all Milestones, activity sequencing, activity durations, and other scheduling restrictions imposed by the requirements of the Contract Documents. The Baseline Schedule submittal must include three (3) schedule prints (plots) and must also be submitted to the Owner.
- B. The Baseline Schedule submission must include and/or comply with the following minimum requirements:
1. Provide a time scaled, cost and resource loaded CPM schedule in precedence format.
 2. Show the plan for completion of the Work for each Milestone within the time(s) specified. Each activity must be coded to its corresponding Milestone.
 3. Dates Contractor requests access to areas requiring removal of Asbestos containing materials by Owner.
 4. Provide a list identifying all imposed restraints.
 5. Activity Calendars:
 - a. Indicate all activity calendars used.
 - b. All activity calendar(s) must identify workdays, holidays, and shift work (by trade).
 - c. All activity calendar(s) must include:
 - (1) All work hour restrictions including but not limited to CEQA requirements, anticipated weather delays, and restriction imposed by local Governmental Agencies.
 - (2) All workday activity calendars must have the same holidays unless approved in writing by the Project Manager.
 - (3) All activity calendars must cover entire Contract Time.
 - (4) The global seven-day/week activity calendar must have no non-work days.
 6. All completion Milestones required by the Contract Documents must be shown on the specific Milestone completion date(s) identified in the Contract Documents and must be attached to a seven-day/week activity calendar. The seven-day/week activity calendar must have no non-work days.

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7. Include dependencies (relationships) and logic ties between activities.
8. Open-ended activities are not permitted.
9. Unless otherwise Approved in writing by Owner's Project Manager, no single activity on the schedule shall have a duration longer than fifteen (15) workdays, except for fabrication, installation, procurement, Punch List, and equipment commissioning (run-in) activities.
10. Activity durations shall be the total number of actual days required to perform each activity. The consideration of weather impact on completion of the Work must be included in the associated activity calendar and not included in individual activity durations.
11. No single activity shall have more than one Subcontractor responsible for its performance.
12. For Subcontractor activities, include a responsibility code for each activity corresponding to the Subcontractor responsible for performing the Work.
13. The sum of the values of all the activities in the Baseline Schedule must equal the total Contract Sum.
14. Unless otherwise specifically Approved in writing by the Owner's Project Manager, if the start of an activity depends on the Owners acceptance of a Submittal(s), identify as two (2) separate preceding activities the preparation and review of the Submittal(s).
15. Unless a longer period is specifically stated in the Contract Documents, Owner will have a minimum of twenty-one (21) Days to review Complete Submittals.
16. Do not schedule activities that are dependent on Submittal acceptance or material delivery to start earlier than the expected approval or delivery dates.
17. Identify as separate activities procurement of major equipment and materials. At a minimum, procurement of major equipment and materials must include the following five (5) dependent activities:
 - a. Place purchase order
 - b. Prepare Submittal
 - c. Review and accept Submittal
 - d. Fabricate/Manufacture
 - e. Delivery
18. Identify as separate activities the installation of all Owner Furnished and Owner Installed Items. If Contractor requires product installation information for Owner Furnished Items, include specific interface flags indicating when product installation information is required.
19. If required, include activities for all equipment/systems Performance Period(s). Performance Period activities must occur after operational testing is completed and before Contractor certifies the Work of the Milestone is complete.
20. Include individual activities for the final clean-up effort associated with each Milestone and the final cleanup of the entire Project.
21. Include activities for Contractor completion certification for each Milestone and Project Completion Certification.
22. Include activities and indicate the number of Days. Allow 21 Days for the Owner to perform Milestone and Project completion inspections.
23. Show the number of days needed by the Contractor to correct deficiencies in the completed Work (Punch List durations) for each Milestone and final Project completion.
24. The duration for Contractor's Punch List activities must not be less than thirty (30) Days. Punch list activities must be shown as starting no earlier than Contractor's receipt of Owner prepared Punch List.
25. The data/status date for the Baseline Schedule must be the first day of the Contract Time as stated in the NTP.
26. Show each Milestone required by the Contract Documents as independent. Do not tie (link) milestones together.
27. All Milestones required by the Contract Documents must be shown on the specific Milestone completion date identified in the Contract Documents and must be attached to a seven-day activity calendar.
28. Include a Project start milestone for the Notice to Proceed (NTP)

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29. Unless otherwise requested by the Contractor and approved in writing by the Owner's Project Manager, the activities, durations, and logic that appear in the Owner accepted Preliminary Contract Schedule must remain unchanged in the Baseline Schedule submission
 30. Activities must be included for all required reviews, approvals, and permits performed by or issued by regulatory agencies.
 31. Activities must be included for final submission of Record Documents (as-built Drawings and Project Manual) and other key closeout activities.
- C. If Owner provides Activity ID Code guidelines, Activity Code requirements, or activity Interface requirements to the Contractor for the purpose of merging the Contractor's Baseline Schedule into the Owner's master Project Schedule, Contractor must comply with these requirements and restrictions.
- D. Owner will review the Baseline Schedule submission for conformance with the requirements of the Contract Documents. Within twenty-one (21) Days after receipt, Owner's Project Manager will accept the Baseline Schedule or will return it with comments. If the Baseline Schedule is returned with comments, Contractor must revise the schedule to incorporate the comments and resubmit within three (3) Days.

3.06. CPM Progress Schedule

- A. The Owner accepted Baseline Schedule becomes the initial version of the CPM Progress Schedule.
- B. The CPM Progress Schedule must not be revised without the prior written Approval of the Owner's Project Manager.

3.07. Monthly Update of the CPM Progress Schedule

- A. Contractor must submit a monthly update to the CPM Progress Schedule. Contractor shall provide three (3) copies of all schedule updates to the Owner.
- B. The submission of the Updated CPM Progress Schedule must coincide with the end date of the monthly progress payment period.
- C. The Updated CPM Progress Schedule must include:
 1. Contractor's estimated percentage complete for each activity not yet complete.
 2. Actual start/finish dates for each activity.
- D. The Updated CPM Progress Schedule must **not** include:
 1. Added or deleted activities
 2. Changes to the network logic
 3. Changes to the cost or resource loading
 4. Any other changes, revisions or modifications of any kind
- E. Owner's Project Manager will meet with Contractor to verify the Contractor's estimate of the percentage complete for each activity not yet complete. If agreement cannot be reached on the actual progress for any activity, Owner's determination will be used.
- F. If, during the updating process, it is discovered that actual progress is posted against out of sequence activities, before submission of the next Updated CPM Progress Schedule, Contractor must submit a Revision Request to the Owner, revising the schedule logic to be consistent with the actual progress and sequence of the Work.
- G. Special Reports
 1. Owner may request, from month-to-month, any two of the following special reports:
 - a. Total Float Time sorted from least to most.
 - b. Activities sorted by early start.
 - c. Activities sorted by late start.
 - d. Activities grouped by subcontractor, selected trades or buildings.
 - e. Activities with scheduled early start dates in a given time frame (i.e. 30-day or 60-day outlook).
 - f. A manpower report based on actual person hours per month and compared to total planned person hours per month for early start and late start of the activities.

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3.08. Revised CPM Progress Schedule

- A. A Revised CPM Progress Schedule must be submitted by the Contractor whenever the Contractor desires to change its sequence or method of construction, add or delete activities, change logic ties or restraints, change activity durations, modify cost or resource loading, incorporate Approved Change Orders into the schedule, or whenever Directed by Owner's Project Manager.
- B. All revision requests must be in writing, must explain in narrative why each activity change or revision is being requested, and must be based on the most recent Owner accepted Updated CPM Progress Schedule
- C. When out of sequence activities appear in the Updated CPM Progress Schedule, Contractor must submit a Revised CPM Progress Schedule. The Revised CPM Progress Schedule must incorporate a revised schedule logic that conforms to current job status.
- D. All Revised CPM Progress Schedule revision requests must be submitted with three (3) prints of an electronic copy of the required revisions.
- E. If the Owner's Project Manager accepts the Revised CPM Progress Schedule, it will become the new current version of the CPM Progress Schedule.
- F. If Owner provides additional Interface requirements to the Contractor for the purpose of coordinating the Contractor's schedule with the Schedules of other contractors or the Owner's master Project Schedule, Contractor must revise their schedule to incorporate the Interface Flags at no additional cost to the Owner.

3.09. Short Interval Schedule

- A. An updated Short Interval Schedule (SIS) must be submitted to the Owner at each Progress Meeting. Each attendee at the Progress Meeting must be provided one (1) hardcopy of the SIS.
- B. The Short Interval Schedule must be submitted throughout the entire Contract Time.
- C. The Short Interval Schedule must be a four-week schedule and include the past week, the week submitted, and two weeks thereafter.
- D. The Short Interval Schedule must contain sufficient detail to evaluate daily progress and manpower/equipment loading and must correlate with the current version of the Official Progress Schedule and reference the appropriate activity numbers.
- E. The Short Interval Schedule must indicate all planned and actual tests and inspections.

3.10. Recovery Schedule

- A. If any activity falls more than seven (7) Days behind schedule, upon Owner's request, Contractor must submit a Recovery Schedule within five days indicating how Contractor intends to make up the lost time. Form and detail of the Recovery Schedule must be appropriate to explain and display how Contractor intends to reschedule delinquent activities to regain compliance with the Contract Time(s). Submit an electronic copy and one hard copy (plots) to the Owner.
- B. If the Owner's Authorized Representative accepts the Contractor's Recovery Schedule, Contractor must submit a Revised CPM Progress Schedule revision request as required by Document 01 3200 Paragraph 3.08 above. The Revised CPM Progress Schedule must be based on and limited to the modifications indicated in the Recovery Schedule and accepted by the Owner's Authorized Representative.

3.11. Not Used

3.12. Time Extensions

- A. When Contractor is directed to proceed with changed work or otherwise requests a time extension, Contractor shall prepare and submit, within five (5) Days from the direction to proceed, a Time Impact Analysis (TIE) that includes both a written narrative and a schedule diagram depicting how the changed work affects other schedule activities. The schedule diagram shall show how Contractor proposes to incorporate the changed work in the schedule, and how it impacts the current Schedule update critical path or otherwise. Contractor is also responsible for requesting time extensions based on the TIE's impact on the critical path. The diagram shall be tied to the main sequence of scheduled activities to enable Owner to evaluate the impact of changed work to the scheduled critical path. Use attached form. Comply with their requirements of Paragraph

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- 3.12.A. of this Document 01 3200 for all types of delays such as, but not limited to, Contractor/Subcontractor delays, adverse weather delays, strikes, procurement delays, fabrication delays, etc. Contractor is responsible for all costs associated with the preparation of TIE's, and the process of incorporating TIE's into the current schedule update. Provide Owner with three (3) copies of each TIE both in hard copy and electronic file.
- B. Contractor is responsible for requesting time extensions for time impacts that, in the opinion of Contractor, impact the critical path of the current schedule update. Notice of time impacts shall be given in accordance with Document 00 7200 (General Conditions).
 - C. Where an event for which Owner is responsible impacts the projected Substantial Completion date, Contractor shall provide a written mitigation plan, including a schedule diagram, which explains how (e.g., increase crew size, overtime, etc.) the impact can be mitigated. Contractor shall also include a detailed cost breakdown of the labor, equipment, and material Contractor would expend to mitigate Owner-caused time impact. Contractor shall submit mitigation plan to Owner within seven (7) Days from the date of discovery of said impact. Contractor is responsible for the cost to prepare the mitigation plan.
 - D. Failure to request time, provide TIE, or provide the required mitigation plan will result in Contractor waiving its right to a time extension and cost to mitigate the delay.
 - E. No time will be granted under the Contract Documents for cumulative effect of changes.
 - F. Owner will not be obligated to consider any time extension request unless requirements of Contract Documents are complied with.
 - G. Failure of Contractor to perform in accordance with the current schedule update shall not be excused by submittal of time extension requests.
 - H. Notwithstanding any other provision of this Document 01 3200, if Contractor does not submit a TIE within the required five (5) Days for any issue, Contractor hereby agrees that Contractor does not require a time extension for that issue.
 - I. If the Owner's Authorized Representative Approves a time extension request, a Change Order extending the Contract Time will be issued.
 - J. Upon receipt of an executed Change Order, modifying the Contract Time, or earlier if Directed in writing by the Owner, Contractor must submit a request for revision to the Official Progress Schedule. The revision request must be based on and limited to the modifications to the Contract Time identified in the Change Order. Submit three (3) copies and corresponding electronic data via email.
 - K. Owner is not obligated to consider time extension requests unless the requests are made in accordance with the requirements of the Contract Documents.

3.13. Submittal Log

- A. Within fourteen (14) Days after the Contract start date stated in the Notice to Proceed, Contractor must Submit three (3) copies of a Submittal Log and corresponding electronic data files via email. Submittal Log must be prepared in accordance with the requirements of this Document 01 3200 and in a format acceptable to Owner.
- B. Unless otherwise specifically stated in the Contract Documents, no Submittal shall show an Owner's review and return duration of less than twenty (21) Days.
- C. Owner may refuse to take action on any Submittal without prior receipt and acceptance of the Submittal Log.
- D. Submittals must indicate the corresponding activity numbers on the Contractor's Preliminary Contract Schedule.
- E. Each week, on a day agreed to between Contractor and Owner's Project Manager, Contractor must review the Submittal Log with the Owner's Project Manager. If requested by the Owner's Project Manager prior to the weekly meeting, Contractor must provide the Owner's Project Manager with three (3) copies of an updated Submittal Log and corresponding electronic data files on Compact Disks (CDs) indicating the current status of all required Submittals. The electronic file must be permanently labeled to indicate the contents of the file and include the submittal number and data date.
- F. The updated Submittal Log must be grouped by Definable Feature of Work and include, at a minimum, the following information for all Submittals and resubmittals in accordance with the Contract Documents:

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1. A unique Submittal tracking number
 2. Description of the Submittal
 3. Date required by Contract Documents for submission of Submittal to Owner
 4. Owner's Distribution Group (Owner's parallel reviewers)
 5. Total number of Copies of Submittal required to be Submitted to Owner's reviewers
 6. Anticipated date Contractor will receive Submittal information from Subcontractor/Supplier.
 7. Actual date Contractor received Submittal information from Subcontractor/ Supplier.
 8. Anticipated Date for Submission to Owner
 9. Actual Date Transmitted to Owner
 10. Owner Review Time allowed by Contract Documents (No less than 21 Days)
 11. Cross reference to corresponding activity number on Contractor's Progress Schedule
 12. Project Manual section(s) requiring submission of Submittal
 13. Actual date when Contractor received Submittal(s) back from Owner
 14. Owner's action on Submittal (No Exceptions Taken, Make Corrections Noted, Revise and Resubmit, or Rejected)
 15. Submittal Type
 16. Submittal Designation
 17. Definable Feature of Work (DFOW)
 18. Comments/Remarks
- G. After acceptance of the Contractor's Submittal Log by the Owner, Contractor must make all Submittals in accordance with the "Anticipated Date for Submission to Owner" indicated in the Log. Owner has the right to return all Submittals to the Contractor "Returned Without Review," if the Submittal is submitted prior to the "Anticipated Date for Submission to Owner" indicated in the accepted Contractor's Submittal Log.

3.14. Project Reports

- A. Contractor's Daily Report.
1. Contractor must submit a Contractor's Daily Report, in a form prescribed or accepted by Owner, for each day worked. At a minimum the report must indicate:
 - a. All workers by trade
 - b. Subcontractor activity
 - c. Activity identification number(s)
 - d. Cost Breakdown number(s) if a Basic Project Schedule is required
 - e. Equipment on site
 - f. Material deliveries
 - g. Tests and Inspections performed
 - h. Weather conditions
 - i. Other significant items
 2. Each Contractor's Daily Report must be submitted no later than the following day via email.
- B. Procurement Status Log.
1. Contractor must submit electronic data files via email of a Procurement Status Log not later than twenty-one (21) Days after the start date for the Work stated in the Notice to Proceed.
 2. The Procurement Status Log must include:
 - a. A complete list of items to be purchased that require acceptance by the Owner of a Submittal
 - b. The Submittal tracking number from the Submittal Log that uniquely identifies the Submittal.
 - c. The corresponding CPM activity identification number from the Preliminary Contract Schedule, Baseline Schedule, or Official Progress Schedule as available.
 - d. The date the purchase order was placed or is anticipated to be placed
 - e. If the purchase order is placed, indicate the purchase order number, name of the Supplier, and Fabricator or Manufacturer of each item
 - f. The time required by the vendor to prepare the Submittal
 - g. The review and approval duration for the Submittal (21 Days)
 - h. The anticipated duration of Fabrication/Manufacture

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- i. The delivery duration
 - j. The anticipated delivery date
 - k. The actual delivery date
 3. Each month, the Procurement Status Log must be updated and submitted with the Updated Official Progress Schedule or more frequently if requested by Owner's Project Manager. Submit an electronic copy of updated Procurement Log and corresponding electronic data files via email.
 4. If requested by Owner's Project Manager, Contractor must submit two (2) copies of each purchase order *issued by Contractor or Subcontractors*.
- C. Other Reports
1. Contractor must submit to Owner, as specified or directed, copies of all other reports required by the Contract Documents or other Governmental Agencies including but not limited to:
 - a. Certified Payroll
 - b. Hazardous Materials list(s)
 - c. Copies of incident or accident and injury reports
 - d. Force Account Reports and Documentation
 - e. Monthly Progress Payment Requests

ARTICLE IV - FORMS (Not Used)

END OF DOCUMENT 01 3200

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DOCUMENT 01 3250

RECORD DOCUMENTS (AS-BUILTS)

ARTICLE I - GENERAL

1.01. Summary

- A. This Document includes:
 - 1. Article I – General
 - a. 1.01 – Summary
 - b. 1.02 – Related Documents and Sections (Not Used)
 - c. 1.03 – Definitions
 - d. 1.04 – Record Documents
 - e. 1.05 – Concealed Work
 - f. 1.06 – Maintenance of documents and samples
 - g. 1.07 – Record Set
 - h. 1.08 – Progress Payments
 - i. 1.09 – Closeout and Acceptance of the Work
 - j. 1.10 – Submittals
 - 2. Article II – Products (Not Used)
 - 3. Article III – Execution (Not Used)
 - 4. Article IV – Forms (Not Used)

1.02. Related Documents And Sections (Not Used)

1.03. Definitions

- A. As-Builts. A set of the Contract Documents including Drawings and Project Manual updated on a continuous basis to indicate conditions encountered and the final configuration of a Project as it was constructed. As-Builts include any change or clarification to the Contract Documents and dimensional information showing the actual locations of Installed components of the Work. (Also known as “Record Documents” or “As-Built Documents.”)
- B. Record Set. Project Manual, Drawings, Addenda, Change Orders, Field Modifications, Requests for Information (RFI), Submittals, Product Data, Samples, Shop Drawings, Field Test and inspection records, and Coordination Drawings located at the Project Site.

1.04. Record Documents

- A. As-Builts Drawings.
 - 1. Contractor must maintain at the Project Site at least one set of As-Built Drawings indicating the actual configuration of the Project as it is constructed.
 - 2. The Contractor must maintain the As-Built Drawings in good and current condition and post all changes and clarifications to the As-Built Documents on a daily basis.
 - 3. Contractor must handle the As-Built Drawings with great care, must not use the As-Built Drawings for any other purposes, and must keep them clean and readable.
 - 4. The As-Built Drawings must provide sufficient detail to make it possible to correctly and easily locate, identify, and establish sizes and routing of all piping and the like, as well as other features of concealed Work.
 - 5. The As-Built Drawings must indicate, by appropriate notations in the As-Built Drawings, all modifications or changes made to the Drawings by Addenda, Change Order, RFI, or Field Modification.
 - 6. If Work is installed differently from, or in a location other than that shown on the Drawings, or if Contractor finds existing conditions to be different than indicated on the Drawings, Contractor must accurately note such variations on the As-Builts Drawings in red on a daily basis as the Work progresses.
 - 7. Label each page of the field set of the As-Built Drawings, “PROJECT RECORD DRAWINGS” in neat large printed letters in the lower right-hand corner.

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8. Contractor must post to the As-Built Drawings on a daily basis all:
 - a. Addenda
 - b. Change Orders
 - c. Field Modifications
 - d. Requests for Information (RFI)
 - e. Approved Product Substitutions
 - f. All other details and dimensions not on the Bid Documents
- B. As-Built Project Manual.
 1. Contractor must post to the As-Built Project Manual on a daily basis:
 - a. All modifications or changes made to the Project Manual by:
 - (1) Addenda
 - (2) Change Order
 - (3) Field Modification
 - (4) Request for Information (RFI)
 - (5) Approved Product Substitutions
 - (6) All other information not in the Bid Documents
 - b. The Products selected and used in the Work of the Project
 - c. For each approved substitution provided and/or installed, legibly mark each section of the Project Manual to record:
 - i. Manufacturer
 - ii. Trade name
 - iii. Catalog/Model number
 - iv. Supplier
 - v. Color (where applicable)

1.05. Concealed Work

- A. The As-Built Documents must indicate the locations of underground Work and Work concealed inside any construction.
- B. Contractor shall document the As-built condition with photographs to be used for As-Built Documents before concealing any Work.
- C. The specific location of all turns, centerline, invert elevations and rates of fall in underground and concealed Work must be indicated.
- D. Legibly mark to record actual construction:
 1. Depths of various elements of foundation in relation to finish first floor datum.
 2. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - a. Give sufficient horizontal and vertical dimensions to accurately trace route and invert of each concealed line or item.
 - b. Accurately locate each capped, plugged or stubbed line.
 3. Location of internal utilities and appurtenances concealed in the Work, referenced to visible and accessible features of the structure.
 - a. Give sufficient horizontal and vertical dimensions to accurately trace route and invert of each concealed line or item.
 - b. Accurately locate each capped, plugged or stubbed line.

1.06. Maintenance of Documents and Samples

- A. Store As-Built Documents in Contractor's field office apart from documents used for construction.
- B. Provide files and racks for storage of As-Built Documents.
- C. File Record Set documents in accordance with CSI format.
- D. Maintain all documents in a clean, dry, legible condition and in good order.
- E. Do not use As-Built Documents for construction purposes.
- F. Make As-Built and Record Set documents available at all times for inspection by the Owner's Project Manager or authorized representative.

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1.07. Record Set

- A. Contractor shall submit Record Set at the Substantial Completion of each Project Component including but not limited to:
1. As-Built Project Manual
 2. As-Built Drawings
 3. As-Built Models (BIM) – see Document 01 3120 (Building Information Modeling (BIM) and Coordination Drawings)
 4. Addenda
 5. Change Orders
 6. Field Modifications
 7. Requests for Information (RFI)
 8. Submittals
 9. Approved Substitution Requests
 10. Record Product Data
 - a. Maintain one (1) copy of each Owner accepted Product Data Submittal at the Project Site.
 - b. Mark-up changes in actual Work in comparison with submitted information.
 - (1) Include both variations in product as delivered to Project Site and variations from manufacturer’s instructions and recommendations for installation.
 - (2) Give particular attention to concealed products and portions of the Work which cannot otherwise be readily discerned at a later date by direct observation.
 - c. Note Related Change Orders, if any.
 11. Approved Samples
 12. Approved Shop Drawings
 13. Test and inspection records
 14. Coordination Drawings
 15. Verified survey records
 16. All original Permit Approval documents from Authorities Having Jurisdiction and any other regulatory authorities including but are not limited to the following:
 - a. Certificates of Inspection:
 - (1) Elevators
 - (2) Fire Marshals
 - b. Other Certificates:
 - (1) Occupancy Certificate from local building department or the County’s Department of Planning & Development, as required.
 - c. SWPPP Notice of Termination (NOT)

1.08. Progress Payments

- A. The County Project Manager and/or the Project Inspector shall review the As-Built Documents prior to and as a condition of approving each progress payment.

1.09. Closeout and Acceptance Of The Work

- A. Contractor must submit closeout documents at the Substantial Completion of each Project Component and receive approval from County.
- B. Contractor must mark the drawings “As-Built Record Drawings” and mark the As-Built Project Manual “As-Built Record Project Manual.”
- C. Contractor must sign each drawing in the final set of As-Built Drawings and sign the cover of the final As-Built Project Manual.
- D. The Work shall not be recommended for Acceptance until Owner’s Project Manager receives satisfactory Record Documents from Contractor.

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1.10. Submittals

- A. Submit three (3) paper copies and one (1) set of electronic files (both PDF and native source files) on flash drive of all the required documents in the Record Set as identified in Paragraph 1.07 of this Document 01 3250.
- B. Accompany submittal with a transmittal letter containing:
 - 1. Date
 - 2. Project title and number
 - 3. Contractor's name and address
 - 4. Title and number of each Record Document (As-Built)
 - 5. Signature of QC Manager or Contractor's Authorized Representative

ARTICLE II - PRODUCTS (Not Used)

ARTICLE III - EXECUTION (Not Used)

ARTICLE IV - FORMS (Not Used)

END OF DOCUMENT 01 3250