



**REQUEST FOR
QUALIFICATIONS AND PROPOSALS FOR
PRECONSTRUCTION SERVICES AND
CONSTRUCTION
MANAGEMENT AT RISK SERVICES
WITH A
GUARANTEED MAXIMUM PRICE**

**New Sempervirens Psychiatric Health
Facility
RFQ Number: DPW2026-008
Project Number: 170261
County of Humboldt**

Release Date:
06/25/26

Due Date:
07/23/26 (Received by 5 p.m.)

To:
Interested Construction Management Firms

Send SOQs and Proposals To:
County of Humboldt
Department of Public Works
1106 Second Street
Eureka, CA 95501

From:
County of Humboldt
Department of Public Works
On behalf of Behavioral
Health Division

Contact:
Jake Johnson, County Architect
Email:
jbjohnson@co.humboldt.ca.us

Project Title:
County of Humboldt New Sempervirens Psychiatric
Health Facility
RFQ/P Number: DPW2026-008
Project Number: 170261

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The Project Drawings are available on request to the firms interested in submitting a proposal.

1.0 Introduction

- a. This Request for Qualifications and Proposals (“RFQ/P”) is the means for interested construction manager at risk (CMAR) firms (“Firm(s)”) to submit their Statements of Qualifications (SOQ) and Fee Proposals (“Proposal(s)”) to the Humboldt County Psychiatric Health Facility (PHF) for the services described herein. The RFQ/P and all related documents and addenda are available in electronic form at the County of Humboldt website: (<https://humboldt.gov/Bids.aspx>)

2.0 Purpose of RFQ/P

- a. The County of Humboldt seeks to retain the services of a qualified Firm with expertise in all Phases of the above referenced project (“Project”) as described herein and in the Contract Documents. The Project phases are the Preconstruction Phase and the Construction Phase. The County of Humboldt hereby solicits SOQs and Proposals to furnish Preconstruction Services and Construction Management Services for the Project, subject to the conditions prescribed by this RFQ/P.
- b. The selected Firm and its Trade Partners will apply its expertise to the Project in collaboration with other Project participants to construct a new, modern Sempervirens PHF and CSU building that provides a complete continuum of care.
- c. The County of Humboldt intends to award the Project and issue a Notice to Proceed in a timely manner following the selection process indicated herein.

3.0 Project Description and Site Information

a. Project Description

- i. The New Sempervirens PHF and CSU building will preserve necessary PHF and CSU beds and expand access to adolescents, adults and non-ambulatory patients. The new facility will be approximately 24,900 gross square feet two story building. The Project is the construction of a new building and site development for a 16 psychiatric health residential unit and 4 patient treatment recliner crisis stabilization unit comprised of a public lobby, 12 bed adult area, 2 bed adolescent area, 2 bed swing area, crisis stabilization unit and building support area that includes a kitchen, mechanical room, electrical room, staff support spaces and receiving/storage. The project also includes a law enforcement entrance, staff entrance, main entrance, kitchen loading zone, adult PHF yard, adolescent PHF yard, CSU yard, generator enclosure, outdoor spaces for respite and activities and will be fully ADA accessible. The roof will accommodate a mechanical penthouse and solar panels as needed.
 - ii. The site development includes but is not limited to site preparation, underground utilities, landscape, hardscape, vehicular drives, parking spaces, security barriers, fencing, and gates.
 - iii. The Project will be insured under an owner controlled insurance program (OCIP) provided by the County of Humboldt. A sample OCIP manual is included as an Attachment to this RFQ/P. The requirements of the OCIP include specific Project safety related requirements that are more specifically set forth in Exhibit G to the CMAR Agreement.
 - iv. **LEED.** The Project is not pursuing LEED certification.
 - v. **Commissioning.** CMAR shall perform specific Services during all Phases of the Project to assist, review, coordinate, opine and cooperate with the County of Humboldt, the County of Humboldt’s commissioning authority, other providers of commissioning services for the County of Humboldt, the Architect and all other design professional of the Project.
 - vi. A detailed description of the Project is set forth in the CMAR Agreement form attached hereto, including descriptions of the scope of Work for each Phase of the Project.
- b. **Estimated Schedule of Work:** Estimated Project start and completion dates are set forth below and include time for the County of Humboldt and regulatory reviews or approvals. Actual dates for each phase of the Work will be detailed in the final CMAR Agreement.

i. Preconstruction Phase

1. Estimated start date of CMAR (Phase I - Contract executed): September 16, 2026
2. Estimated date for completion of 100% schematic design documents: September 16, 2026
3. Estimated completion date of 100% Design Development Documents: December 28, 2026
4. Estimated completion date of 100% Construction Documents: March 15, 2027
5. Estimated bidding period: June 7, 2027, through August 16, 2027
6. Estimated Award of Subcontractor (Trade) Contracts (CMAR Construction - Phase II Contract Amendment executed): October 11, 2027

ii. Construction Phase

1. Estimated start date: October 18, 2027
2. Estimated completion date: April 20, 2029

4.0 Pricing

- a. The County of Humboldt's current estimates for the Direct Cost of the Work is \$25,000,000.00.

Direct Cost of the Work includes Fixtures, Furnishings and Equipment and the building's integrated network. These items will be provided and installed by the CMAR through Owner procurement and coordinated by the CMAR.

- b. The Project includes both pre-construction services and construction services.
- i. **Pre-construction Services.** The procurement method for the Preconstruction Phase of this Project shall be a fixed price proposal for the Design, Permitting and GMP development phase.
 - ii. **Construction Services.** The procurement method for the Construction Phase of this Project is commonly known as "Construction Manager at Risk with Guaranteed Maximum Price."
- c. Proposals must include pricing for all Phases of the Project, as indicated in the Fee Proposal.

5.0 Response to RFQ/P

- a. SOQs and Proposals must conform to the County of Humboldt requirements provided herein.
- b. Interested Firms must hold and maintain a valid **Class B General Contractor license** from the State of California. Firm shall notify the County of Humboldt in writing in the event Firm's license expires, is suspended or has a change in signatory authority.
- c. The County of Humboldt will contract with one Firm and that Firm may only self-perform construction work or bid on subcontractor bid packages with County approval as indicated herein.
- d. In order to be considered, SOQs and Proposals must be submitted to the County of Humboldt in written form, no later than the time and date indicated in "SOQ & Proposal Due Date and Time" set forth in the Schedule of Events below. Firms must ensure compliance with the dates, times and processes set forth in the Schedule of Events.

Schedule of Events

No.	Events	Dates (Calif. Times)
1	Pre-Proposal Videoconference. Telephone participants dial: 1-949-508-0813 Participant code: 282 034 87#	2:00 to 3:00 pm, July 2, 2026
2	Deadline for submission of Firm’s requests for clarifications and questions re: the RFQ/P, Agreement and non-binding email of intent to respond	5:00 pm, July 9, 2026
3	Clarifications, modifications and answers to questions posted at County of Humboldt Website (https://humboldt.gov/Bids.aspx)	5:00 pm, July 16, 2026
4	SOQ and Proposal Due Date and Time	5:00 pm, July 23, 2026
5	Short listed Firms posted at County of Humboldt Website (https://humboldt.gov/Bids.aspx)	August 6, 2026 (estimated)
6	Interviews of short listed Firms at the County of Humboldt Public Works Department office.	August 13, 2026 (estimated)
7	Posting of intent to award posted at County of Humboldt Website (https://humboldt.gov/Bids.aspx)	Week of August 17, 2026 (estimated)

SOQs and Proposals must be received by the:
 County of Humboldt
 Department of Public Works
 Attn: Jake Johnson, County Architect
 1106 Second Street
 Eureka, CA 95501

SOQs and Proposals submitted via email will NOT be considered.

- e. Firms assume all risk for ensuring receipt no later than the date and time specified in the Schedule of Events. The County of Humboldt is not responsible for the failure of a Firm’s choice of delivery service/method. The County of Humboldt will not open and will return any SOQ and Proposal received after the date and time specified in the Schedule of Events.
- f. **Changes to Process for Submitting SOQ and Proposal and Schedule of Events.** The RFQ/P and Schedule of Events are subject to change. The County of Humboldt does not send notifications of changes to this RFQ/P or the Schedule of Events to prospective Firms. The County of Humboldt is not responsible for failure of any Firm to receive notification of changes in a timely manner. Firms are advised to visit the County of Humboldt website (<https://humboldt.gov/Bids.aspx>) frequently to check for changes and updates to the RFQ/P and the Schedule of Events.
- g. **Pre-Submittal Actions and Events.** Firms shall submit the following according to the specified timelines in order to participate in this process.
 - i. **Optional: Submit Questions Prior to the Pre-Proposal Videoconference**
 - a. Firms may submit questions to be answered at the Pre-Proposal Videoconference on the Form for Submission of Questions (Question Form) that is posted as Attachment 1 to the RFQ/P. The Question Form must be emailed to: CapitalProjects <capitalprojects@co.humboldt.ca.us> and include the following e-mail subject line: “CMAR: RFQ/P Questions + (Firm Name)”.
 - b. Please complete all sections of the Question Form. Firms should specifically identify and cite to the particular section of the RFQ/P about which the Firm has questions. Firms’ questions should be limited to the RFQ/P process and general questions regarding the overall nature of the Project. Highly specific questions regarding the Project and the CMAR Agreement should be withheld until after the Pre-Proposal Videoconference.

- c. Please take notice that the Firm's name may appear on the County of Humboldt website when answers to questions submitted are posted. The County of Humboldt will post answers to questions submitted as indicated in the Schedule of Events.

ii. Optional: Participate by Phone in the Pre-Proposal Videoconference

During the Pre-Proposal Videoconference, the County of Humboldt will provide an overview of the Project, introduce key County of Humboldt personnel, and briefly answer questions submitted prior to the Pre-Proposal Videoconference. If time allows, other questions may be asked and answered. Note: Although questions may be discussed during the Pre-Proposal Videoconference, the official and binding responses will be the ones posted to the County of Humboldt website.

iii. Optional: Submit Questions After the Pre-Proposal Videoconference

Firms may submit questions by email after the Pre-Proposal Videoconference and prior to submission of its SOQ and Proposal using the Question Form process indicated above. County of Humboldt's response to these questions will be posted to the County of Humboldt website.

iv. Optional: Send Email Intent to Respond

Firms that intend to respond to this RFQ/P may notify the County of Humboldt by sending an email to CapitalProjects <capitalprojects@co.humboldt.ca.us> with the RFQ/P number and Firm name in the subject line. Firm's Intent to Respond should include the name, address, telephone, fax number, and e-mail address and contact person for the Firm.

Firms are strongly encouraged to submit an Intent to Respond in order to assist the County of Humboldt in managing the RFQ/P process.

6.0 Preparing and Packaging SOQ and Proposal

- a. SOQs and Proposals should provide straightforward and concise information that fulfill the requirements of the RFQ/P. Emphasis should be placed on brevity, conformity to the County of Humboldt's instructions, RFQ/P selection criteria, and completeness and clarity of content.
- b. SOQs should be organized using tab dividers as indicated below.
- c. Expensive binding or elaborate displays are discouraged.
- d. Attachments, except as noted, will not be accepted.
- e. Firm shall submit the following in a sealed envelope or box clearly marked, "**SOQ & PROPOSAL – Firm Name, Project Name, RFQ/P Number**":
 - i. Five (5) copies, in paper form, of the Firm's Cover Letter and SOQ;
 - ii. Two (2) copies, in paper form, of Firm's Price Proposal in a separately sealed smaller envelope clearly marked "**PRICE PROPOSAL – Firm name, Project Name, RFQ/P Number**";
 - iii. One (1) compact USB drive containing the Firm's complete SOQ and Price Proposal.
- f. **SOQ Form:**
 - i. **SOQ Form.** The County of Humboldt requires all Firms to utilize the SOQ Form provided ("CMAR Qualifications") as the basis for its SOQ.

- a. Please take note that there are additional requirements and information required from each Firm in addition to the requirements of the SOQ Form.
- ii. Bind the SOQ in an 8.5” x 11” booklet or 3 ring-binder, divided into sections with the following entitled tabbed sections:

Tab 1. Cover Letter

- Indicate your Firm’s ability to begin work in the Preconstruction Phase;
- Confirm that your Firm read and understands the requirements of the RFQ/P and agrees to all terms stated in the CMAR Agreement;
- State your Firm’s legal name, address, telephone numbers, and federal tax identification number (or social security number if the organization is a sole proprietorship);and
- State the name, telephone, address, and e-mail address of Firm’s designated representative and, if different, the Firm’s contact who will liaise with the County of Humboldt in contractual matters.

Tab 2. SOQ Form Part I (A-D): Firm Identification (provide a separate SOQ Form for the CMAR and each Pre-Selected Subcontractor) (attached hereto).

Provide the information required by SOQ Form Part 1, Sections A through D. Not to exceed one (1) page per Firm identified.

Tab 3. SOQ Form Part I (E): Resumes of Key Personnel (provide a separate SOQ Form for the CMAR’s and each Pre-Selected Subcontractor’s Key Personnel)

Provide the information required by SOQ Form Part 1, Section E. Identity CMAR team members proposed for the following roles:

- CMAR Project Executive
- CMAR Preconstruction PM
- CMAR Construction PM (if intending to change PM in Phase II – or TBD)
- Estimator
- Scheduler
- MEP Subject Matter Experts (from CMAR and/or Pre-Selected Subcontractors)
- Any Pre-Selected Subcontractor’s Staff (PM and/or Engineer / Designer if applicable)
- Any other Key Personnel providing a project specific role or expertise

Tab 4. SOQ Form Part I (F): Example Projects

Provide examples projects which best illustrate the Firm’s qualifications for this RFQ/P (i.e., references) pursuant to SOQ Form Part 1, Section F.

- Provide a maximum of 10 example projects.
- Each example project listed must have been completed within the past five (5) years and have a construction cost over \$15M.
- List projects in chronological order, with the most recently completed project listed first.
- List at least two (2) projects completed by Firm in the last five (5) years for which Firm provided pre-construction services (describe Firms preconstruction services in what delivery method; i.e. CMAR, Design-Build, Design-Assist, or other) and then constructed the project. For these projects, demonstrate experience in target value delivery, value engineering; construction estimating; and constructability review during the design phase; and delineating subcontractor scopes of work with no overlap or gaps between bid packages.
- For CMAR only (not required from subcontractors). List at least two (2) projects that demonstrate the Firm’s key individuals’ ability to act as a CMAR with a GMP; soliciting bids; and contracting with and managing multiple subcontractors consistent with the type, size and complexity of this Project. Include samples of pre-bid and post- construction schedules prepared by Firm for those projects.

- Example projects must be relevant to California psychiatric health facilities, medical, or buildings of similar complexity and budget and demonstrate Firm's ability and experience to successfully plan and complete the project. Identify any self-performed scopes of work for each example project.
- Do not exceed two (2) pages per example project. In addition, Firm may include one (1) page of photographs and graphics.
- Attach additional pages that contain all the following information for each example project listed: (a) Name of example project and location; (b) Owner of example project; (c) Total value of construction (include contract award amount and total change orders); (d) Completion date; (e)

Owner reference (include name, current phone no., and email address.); and (f) Project description. Names and references must be current and verifiable.

Tab 5. SOQ Form Part I (G): Key Personnel

Provide the information required by SOQ Form Part 1, Section G. Do not exceed one (1) page.

Tab 6. SOQ Form Part I (H): Additional Information: Proposed Approach (for CMAR only, not required from pre-selected subcontractors)

Provide a Project Plan for performing the services and activities required for the Project. The Project Plan must not exceed ten (10) pages and must be signed by an authorized representative of the Firm. The Firm must provide information on its proposed approach to the Project, including, Firm's strategies for feasibility studies, Estimating, budget controls, use of Target Value Delivery, development of the GMP, Project planning, quality control, anticipation and resolution of issues throughout the Project, Firm's methodology for coordination and issue tracking, as well as any other information the Firm feels is pertinent. Firm should indicate their approach to getting trade-level review of construction documents and show examples of between-trade coordination efforts undertaken. Use of BIM and the level of detail used in that coordination method are of interest to the County of Humboldt. Firm should include examples of successfully meeting tight construction schedules and recovery schedules. Indicate approaches to managing sub-contractors, and communications with the Owner, Construction Manager and A&E Design Team. Identify if the CMAR proposes to self-perform any substantial portions of the work.

Tab 7. SOQ Form Part II: General Qualifications (provide a separate SOQ Form for the CMAR and each Pre-Selected Subcontractor)

Provide the information required by SOQ Form Part II. **Items 4, 5(b) and 8(c) are not required.** The Firm's authorized representative must verify and sign the information required by this Part.

Tab 8. Technical Qualifications Questionnaire

Provide a completed Technical Qualifications Questionnaire (Attachment hereto) bearing an original signature from an individual with a level of authority qualified to commit your Firm.

Tab 9. Supporting Documentation: Safety Record

Provide the following:

- Description of Firm's Project safety and security program. Firm's safety plan must be consistent with OCIP Safety Manual, and which is included as an Attachment to this RFQ/P, and Article 10 of the CMAR Agreement. Description of Firm's ability to comply with the safety requirements of the CMAR Agreement; and
- Explanation of Firm's experience in assisting an owner in the successful administration of an owner controlled insurance program.

Tab 10. Supporting Documentation: Litigation History

Provide a list of Firm's litigation(s) and resolution(s) within the past five (5) years. Include dispute(s) that were or were not resolved through mediation and/or arbitration.

Tab 11. Certifications

Certify and confirm, under penalty of perjury, the following:

- **NLRB Orders.** That no more than one (1) final, unappealable finding of contempt of court by a federal court has been issued against Firm within the immediately preceding two (2) year period because of Firm's failure to comply with an order of the National Labor Relations Board.
- **Brokerage or Contingent Fees.** No person or selling agency has been employed or retained to solicit or secure an agreement between Firm and the County of Humboldt upon an understanding or agreement for a commission, percentage, brokerage or contingent fee.
- **Prohibited Financial Conflict of Interest.** Firm has no interest and shall not acquire any interest which would present a conflict of interest with the County of Humboldt pursuant to California

Government Code sections 1090 *et seq.* and 87100 *et seq.* Firm further certifies that, to the best of its knowledge after due inquiry, no employees or agents of the County of Humboldt are now, nor in the future will they be, in any manner interested directly or indirectly in the CMAR Agreement, or in any profits expected to arise from CMAR Agreement, as set forth in California Government Code sections 1090 *et seq.* and 87100 *et seq.*

- **Covenant against Gratuities.** No gratuities, in the form of entertainment, gifts, or otherwise, were offered by Firm or any agent, director, or representative of Firm, to any officer, official, agent, or employee of the County of Humboldt with a view toward securing the CMAR Agreement or securing favorable treatment with respect to any determinations concerning the performance of the CMAR Agreement.

Tab 12. Outreach

Provide information about your Firm's plan to advertise and perform outreach to encourage participation of local subcontractors and vendors in the Preconstruction Phase and/or Bidding. Do not exceed (1) page.

Tab 13. CMAR's Strategy related to optional use of Pre-selected Subcontractors

Describe the reasoning behind CMAR's decision to include or exclude any Optional Pre-Selected Subcontractors (i.e. Plumbing, HVAC, Electrical or Elevator) for the Pre-Construction Phase of the Project. Do not exceed four (4) pages. Address both the pro's and con's of CMAR's Strategy as it relates to the following issues: Overall Project Cost/providing "Best Value", Negotiated Cost of Work plus OH&P fee % vs. Competitive Bids, Risk Management, Assuming Design responsibility, accuracy of Cost-Estimating, TVD, Constructability Reviews, and collaboration with A&E Team to ensure coordinated and buildable Construction Documents with the goal of significantly reducing RFI's and Change Orders.

Tab 14. General Contractor License

Provide a copy of Firm's Class B general contractor license permitting Firm to perform construction work in the State of California. Provide verification in the form of registration number that the Firm is current, active and listed to work on public works projects with the California Department of Industrial Relations.

Tab 15. Financial Information

Provide one original (preferred) or copy of Firm's audited and already published financial statements for three (3) annual periods preceding the SOQ & Proposal Due Date. The statements shall be the Firm's and in the same legal name as that in which Firm intends to do business with the County of Humboldt. The statements shall not be in the name of parent organizations. Do not include other subsidiaries.

7.0 County of Humboldt Selection Process

It is the intention of County of Humboldt that its selection of a Firm to provide professional construction management services for this Project shall take into consideration both the quality of the Firm, as demonstrated by their competence and experience and by the cost proposed to provide services.

a. SOQ and Proposal Evaluation Process

The evaluation team will first evaluate Firm’s SOQ to determine its responsiveness to the County of Humboldt’s expressed needs and score it as Total Quality Points. The Total Quality Points will be factored into a formula that computes the Cost per Unit of Quality. The Firm with the lowest Cost per Unit of Quality will be awarded the contract for the Project.

- i. **SOQ Evaluation Process:** Firm’s SOQ will be analyzed and scored by members of an evaluation team which will be comprised of County of Humboldt staff and/or its designees. Each member of the evaluation team will assign a point score according to the following grading schedule. Points assigned by the individual team members will then be averaged to determine a Total Quality Points score for each Firm.

Financial Strength, Safety Record, and Claims Avoidance:	15 points
Firm has verifiable financial strength, excellent safety program and record, has successfully avoided work related accidents, damage to property during the course of construction, and public liability claims and litigation on past projects, and has successfully worked with owners in the successful completion of owner controlled insurance programs.	

Demonstrated Experience of the Firm:	25 points
Experience of the Firm in relation to the work to be performed, including demonstrated ability to meet project budgets and schedules, demonstrated effectiveness of the quality assurance program and procedures being utilized by the Firm in both Pre-construction and CMAR services, and the nature and quality of recently completed work.	

Demonstrated Experience and Training of Project Personnel:	30 points
Demonstrated experience and training of the principals and key personnel to be assigned to the Project; maintain continuity of Firm’s proposed staff from Pre-construction and CMAR services through the completion of the Project.	

Project Plan/Approach:	30 points
The proposed Project Plan shall demonstrate the Firm’s approach to this Project indicating a clear understanding of the purpose, service, scope, and objectives of this RFQ/P, including methodology for coordination and issue tracking and quality control strategies. The Project Plan shall demonstrate the Firm’s approach to advertising and outreach to the local subcontractor and vendor community; this approach should clearly identify the Firm’s plan to encourage participation by local subcontractors and vendors.	

Total Quality Points = 100 Points Max.

- ii. **Short List and Interviews:** The Total Quality Points will be used to create a short list of firms to be interviewed. It is intended that the short list will include at least three (3) firms. Firms not on the short list will not be eligible for further consideration for this Project. Firm interviews will be evaluated on the same criteria as the SOQs and Proposals. After the interviews the Total Quality Points previously assigned to a Firm on the short list will be adjusted, if necessary, and the final score will be recalculated.
- iii. **Price Proposal Evaluation Process:** After the conclusion of the above tasks, the Price Proposals of the Firms interviewed will be evaluated to derive a Cost per Unit of Quality (“CPQ”). The CPQ will be compared and the Firm with the lowest CPQ shall be announced as the most responsive Firm. The CPQ is the Total Price for Services (as indicated by the Firm on its Fee Proposal Form) divided by the Total Quality Points (as defined above in the SOQ Evaluation Process). For example, using the following hypothetical figures:

- Total Price for Services (from Fee Proposal) = \$4,750,000
- Total Quality Points (from above) = 89

The CPQ would be: \$4,750,000 / 89 = \$53,370.79

b. Execution of Agreement

- i. The Firm awarded the contract shall be prepared to commence Work immediately following execution of the CMAR Agreement.
- ii. In the event an agreement cannot be reached with the selected Firm after a reasonable amount of time as determined solely by the County of Humboldt, the County of Humboldt may choose to award the CMAR Agreement to the next-highest ranked Firm.

8.0 Administrative Requirements

a. Errors in the RFQ/P

- i. If Firm discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFQ/P, Firm shall immediately provide the County of Humboldt with written notice of it and request that the RFQ/P be clarified or modified. Without disclosing the source of the request, the County of Humboldt may modify the RFQ/P prior to the date fixed for submission of SOQ and Proposals by issuing an addendum.
- ii. If prior to the date fixed for submission of SOQs and Proposals Firm knows of or should have known of an error in the RFQ/P, and fails to notify the County of Humboldt of the error, Firm shall submit its SOQ and Proposal at its own risk, and if Firm is awarded the contract, it shall not be entitled to additional compensation or time by reason of the error or its later correction.

b. Addenda: The County of Humboldt may modify the RFQ/P prior to the date fixed for submission of Proposals by posting an addendum on the County of Humboldt website. If Firm determines that an addendum unnecessarily restricts its ability to submit its Proposal, it must notify the County of Humboldt no later than one (1) day following the posting of the addendum.

c. Withdrawal and Resubmission/Modification of Proposals: Firm may withdraw its Proposal at any time prior to the deadline for submitting Proposals by notifying the County of Humboldt in writing of its withdrawal. The notice must be signed by Firm. Firm may thereafter submit a new or modified Proposal, provided that it is received at the County of Humboldt no later than the Proposal due date and time listed in this RFQ/P. Modifications offered in any other manner, oral or written, will not be considered. Proposals cannot be changed or withdrawn after the proposal due date and time listed in this RFQ/P.

d. Rejection of Proposals: The County of Humboldt may reject any or all Proposals and may or may not waive an immaterial deviation or defect in a Proposal. The County of Humboldt's waiver of an immaterial deviation or defect shall in no way modify the RFQ/P or excuse Firm from full compliance with the RFQ/P specifications. The County of Humboldt reserves the right to accept or reject any or all of the items in the Proposal, to award the contract in whole or in part and/or negotiate any or all items with individual Firm if it is deemed in the County of Humboldt's best interest. Moreover, the County of Humboldt reserves the right to make no selection if Proposals are deemed to be outside the fiscal constraint or against the best interest of the County of Humboldt.

e. Award of Contract

- i. Award of a contract, if made, will be in accordance with the RFQ/P to a responsible Firm submitting a Proposal compliant with all the requirements of the RFQ/P and any addenda thereto, except for such immaterial defects as may be waived by the County of Humboldt .
- ii. The County of Humboldt reserves the right to determine the suitability of Proposals for contracts on the basis of Firm meeting administrative requirements, technical requirements, its assessment of the quality of service and performance of items proposed, and cost.

f. Protest Procedure

- i. **General.** Failure of Firm to comply with the protest procedures set forth in this Section, will render a protest inadequate and non-responsive, and will result in rejection of the protest.

- ii. **Prior to Submission of Proposal.** An interested party that is an actual or prospective Firm with a direct economic interest in the RFQ/P may file a protest based on allegedly restrictive or defective specifications or other improprieties in the RFQ/P process. Such protest must be received prior to the Proposal Closing Time. The protestor shall have exhausted all administrative remedies discussed herein prior to submitting the protest. Failure to comply with this Procedure shall be grounds for denying the protest.
- iii. **After Award**
 - a. A Firm submitting a Proposal may protest the award based on allegations of improprieties occurring during the proposal evaluation or award period if it meets all of the following conditions:
 - 1. The Firm has submitted a Proposal that it believes to be responsive to the RFQ/P document;
 - 2. The Firm believes that its Proposal meets the administrative and technical requirements of the RFQ/P, proposes services of proven quality and performance, and offers a competitive cost; and
 - 3. The Firm believes that the County of Humboldt has incorrectly selected another Firm submitting a proposal for an award.
 - b. Protest must be received no later than five (5) business days after the protesting party receives notice that the County of Humboldt did not award it the contract.
- iv. **Form of Protest**
 - a. The protest must be in writing and sent by certified, or registered mail, or overnight delivery service (with proof of delivery), or delivered personally to the address noted above. If the protest is hand-delivered, a receipt must be requested.
 - b. The protest shall include the name, address, telephone and facsimile numbers, and email address of the party protesting or their representative.
 - c. The title of the RFQ/P document under which the protest is submitted shall be included.
 - d. A detailed description of the specific legal and factual grounds of protest and any supporting documentation shall be included.
 - e. The specific ruling or relief requested must be stated.
 - f. The County of Humboldt, at its discretion, may make a decision regarding the protest without requesting further information or documents from the protestor. Therefore, the initial protest submittal must include all grounds for the protest and all evidence available at the time the protest is submitted. If the protestor later raises new grounds or evidence that was not included in the initial protest but which could have been raised at that time, the County of Humboldt will not consider such new grounds or new evidence.
- v. **Determination of Protest Submitted Prior to Submission of Proposal.** Upon receipt of a timely and proper protest, the County of Humboldt will provide a written determination to the protestor prior to the Proposal Due Date. If required, the County of Humboldt may extend the Proposal Due Date to allow for a reasonable time to review the protest. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below and the County of Humboldt at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied, or proceed with the award and implementation of the contract.
- vi. **Determination of Protest Submitted After Submission of Proposal.** Upon receipt of a timely and proper protest, the County of Humboldt will investigate the protest and will provide a written response to the Firm within a reasonable time. If the County of Humboldt requires additional time to review the protest and is not able to provide a response within ten (10) business days, the County of Humboldt will notify the Firm. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below. The County of Humboldt, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied, or proceed with the award and implementation of the contract.

vii. Appeals Process

- a. The County of Humboldt’s decision shall be considered the final action by the County of Humboldt unless the protesting party thereafter seeks an appeal of the decision by filing a request for appeal, within five (5) calendar days of the issuance of the County of Humboldt’s decision.
- b. The justification for appeal is specifically limited to:
 - 1. Facts and/or information related to the protest, as previously submitted, that were not available at the time the protest was originally submitted;
 - 2. The County of Humboldt’s decision contained errors of fact, and such errors of fact were significant and material factors in the County of Humboldt’s decision; or
 - 3. The County of Humboldt’s decision was in error of law or regulation.
- c. Firm’s request for appeal shall include:
 - 1. The name, address telephone and facsimile numbers, and email address of the Firm filing the appeal or their representative;
 - 2. A copy of the County of Humboldt’s decision;
 - 3. The legal and factual basis for the appeal; and
 - 4. The ruling or relief requested.
- d. Upon receipt of a request for appeal, the County of Humboldt will review the request and the decision and shall issue a final determination. The decision shall constitute the final action of the County of Humboldt.

viii. Protest Remedies

- a. If the protest is upheld, the County of Humboldt will consider all circumstances surrounding the RFQ/P in its decision for a fair and reasonable remedy, including the seriousness of the RFQ/P deficiency, the degree of prejudice to the protesting party or to the integrity of the competitive process, the good faith efforts of the parties, the extent of performance, the cost to the County of Humboldt, the urgency of the procurement, and the impact of the recommendation(s) on the County of Humboldt. The County of Humboldt may recommend, but not limited to any of the following:
 - 1. Terminate the awarded contract for convenience;
 - 2. Re-solicit the requirement;
 - 3. Issue a new RFQ/P;
 - 4. Refrain from exercising options to extend the term under the contract, if applicable;
 - 5. Award a contract consistent with statute or regulation; or
 - 6. Any other remedies as may be required to promote compliance.

Disposition of Materials. All materials submitted in response to this RFQ/P will become the property of the County and will be returned only at the County of Humboldt’s option and at the expense of the Firm submitting the Proposal. One copy of a submitted Proposal will be retained for official files and become a County of Humboldt Administrative Record subject to public disclosure under the California Public Records Act.

END OF RFQ/P FORM

Attachment 1 - Form for Submission of Questions

Attachment 1 to RFQ/P for CMAR Firm

Form for Submission of Questions

Your Organization's Name			
#	RFQ Reference	Question	Answers
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			

Attachment 2 - Technical Qualifications Questionnaire

Attachment 2 to RFQ/P for CMAR Firm

Technical Qualifications Questionnaire

1. **REQUIRED QUALIFICATION INFORMATION:** The County of Humboldt requires Prospective Contractors for the Project to answer all the questions contained in this standard form of questionnaire.
2. **The COUNTY OF HUMBOLDT QUALIFICATION PROCEDURES:** Firm must complete this form and submit to the County of Humboldt as part of its Proposal.

The answers to the questions on the standard form of questionnaire shall reflect Firm's experience in performing similar projects. The document, when completed, shall be verified under oath by Firm.

Joint Venture: If two or more contractors intend to propose on the Project as a joint venture:

- a. All firms involved must submit separate questionnaires in the Technical Proposal.
 - b. The firms must also submit an Affidavit of Joint Venture.
 - c. The Joint Venture must have the required license in the name of the Joint Venture at the time of award.
3. **PERIOD OF QUALIFICATION:** This Technical Qualifications Questionnaire is valid only for this RFQ/P, and must be resubmitted for other projects.
 4. **AFFIDAVIT:** The affidavit set forth at the end of the form must be completely executed.

INSTRUCTIONS FOR COMPLETION:

1. **Name of Firm:** Use same name as licensed in California.
Contact Person: Name of person who completed the prequalification submittal.
2. **Address:** Use address appropriate for contracting purposes. If Firm contracts from more than one office in California, then attach the additional address (es).
3. **State of organization and date established:** Use appropriate information.
4. **Types of Licenses:** Include all valid California licenses and certifications.
5. **Provide name of bonding company, contact, telephone number, the bonding company rating, and the bonding capacity per project and overall or aggregate. Also indicate whether or not claims have ever been made against the surety, and explain these claims.**
6. **Officers or Principals of Firm:** List names of officers of the Firm. One of these persons must sign the affidavit on page 6.
- 7-8. **Suspension from Project:** If applicable, include brief explanation if a principal of your Firm has had license suspended, or if your Firm has ever been suspended from a project.
9. **Disqualification from Bidding:** If applicable, include a brief explanation if your Firm has ever been disqualified from bidding on a project.
10. **Claims and Litigation on Public Works:** If applicable, include a brief explanation and results of each claim and/or litigation your Firm, joint venture, Partnership, association or any combination thereof, brought against a project owner in the past five (5) years.
11. **Claims and Litigation against Firm:** If applicable, include a brief explanation and results of each claim and/or litigation filed against your Firm, joint venture, Partnership, association or any combination thereof, on a project in the past five (5) years.
12. **Experience record of staff:** Indicate name, position and number of years' experience. Additional sheets/resumes may be attached.

13. Provide **all** public works construction projects over \$15M awarded and/or completed in California within the past five (5) years. For each project that meets these parameters, include the following: (a) Name of project and location; (b) Owner of project; and (c) Total value of construction (include contract award amount and total change orders) ; and (a) Contact name and telephone number. Attach separate sheets of paper if necessary.

The requirements of this section are in addition to Tab 4 – SOQ (i.e. SOQ Form Part I (F)). The detailed specifics for listed projects required in Tab 4 are not required by this section; however, this section requires a listing of **all** projects that meet the parameters specified herein.

14. Safety Qualifications: Provide the Average Lost Workday Incident Rates and Average Recordable Incident. Rates in the spaces provided, using data from the past three (3) years. Also provide the most recent Experience Modification Rate in the space provided. The minimum acceptable standard for these indices must be met in order for a Firm to be judged to be qualified. Additionally, the Firm is required to submit copies of OSHA Form No. 300, Log of Work-Related Injuries and Illnesses, and OSHA Form No. 300A, Annual Summary of Work-Related Injuries and Illnesses, for the past three (3) years and to provide Firm’s worker’s compensation insurance carrier information under the provisions of this section.

CONTRACTOR'S STATEMENT OF EXPERIENCE

1. Name of firm: _____
Contact Person: _____
2. Mailing address of firm: _____
Physical address of firm: _____
Telephone No. (Area Code) () _____ Fax No. (Area Code) () _____
Company Web Site URL: _____
3. State of organization: _____ Date established: _____
4. California state license no.: _____ Types of valid California contracting licenses: _____
5. Bonding company: _____
Contact: _____ Telephone No. () _____
Current capacity: _____ Bonding Co. Rating: _____
Have claims ever been made against surety? _____ If Yes, attach statement of explanation.
6. Officers or Principals of Firm: _____

7. Have Principals ever had licenses *suspended*? If Yes, attach explanation. _____
8. Has Firm ever been *suspended* from a project? If Yes, attach explanation. _____
9. Has Firm been disqualified for cause, default terminated, or found non-responsible on a public works project within the last five (5) years? If Yes, attach explanation.
10. In the past five years, has your Firm filed a claim on a public works project? Yes _____ No _____
Litigation? Yes _____ No _____ If Yes, attach a brief explanation and results of each claim and/or litigation.
11. In the past five years, has a claim been filed against your Firm on a project? Yes _____ No _____
Litigation? Yes _____ No _____ If Yes, attach a brief explanation and results of each claim and/or litigation.
12. Experience record of staff proposed for this project (include name, position, projects and roles therein, and years experience): _____

13. List **all** public works construction projects over \$15M awarded and/or completed in California within the past five (5) years. For each project that meets these parameters, include the following: (a) Name of project and location; (b) Owner of project; and (c) Total value of construction (include contract award amount and total change orders) ; and (d) Contact name and telephone number. Attach separate sheets of paper if necessary.

The requirements of this section are in addition to Tab 4 – SOQ (i.e. SOQ Form Part I (F)). The detailed specifics for listed projects required in Tab 4 are not required by this section, however, this section requires a listing of **all** projects that meet the parameters specified herein.

14. **SAFETY QUALIFICATION:** Provide the Average Lost Workday Incident Rates, Average Recordable Incident Rates and most recent Experience Modification Rate in the spaces provided on this page. In addition, the Firm is required to submit complete copies of OSHA Form No. 300 and Form No. 300A under item 5 of this section.

The Average Lost Workday Incident Rate (LWIR) and the Average Recordable Incident Rate (RIR) are requested for evaluation of the safety history relating to the Firm’s construction operations only. Home office staff labor hours and the corresponding injury and illness figures for home office staff shall not be included in the calculation of these rates. Similar information for parent companies, subsidiaries, or other company divisions not directly engaging in construction activities shall not be considered in these rate calculations. All data used in the calculations shall be specific to the contracting entity listed on page 4; inclusion of data from major subcontractors or other sub-tier contractors is not acceptable.

The Experience Modification Rate (EMR) is established by the Contractor’s worker’s compensation insurance carrier, and is based on the Contractor’s loss history. Firms are to provide their Intrastate EMR, which is used for evaluation of contractors in the State of California. Provide all requested information in the spaces provided.

Important Note: Small firms that have less than ten employees and report an average Total Employee Hours Worked that is less than 20,000 hours, are not required to report recordable incidents and lost workday incidents for their Firms herein. Instead, these Firms shall submit their most current year of Intrastate EMR or a copy of their worker’s compensation insurance carrier’s documentation of their most current year of Intrastate EMR.

1. **Average Lost Workday Incident Rate (LWIR).** Calculate Firm’s LWIR for the past three (3) complete years. The lost workday information is listed on Firm’s OSHA Form Nos. 300 and 300A and is available from Firm’s worker’s compensation insurance carrier.

$$\text{LWIR} = \frac{\text{Total number of lost workday incidents} \times 200,000}{\text{Total employee hours worked}}$$

Year	Lost Workday Incidents	Total Employee Hours Worked	Lost Workday Incident Rate
1-20			
2-20			
3-20			
Total			

2. **Average Recordable Incident Rate (RIR).** Calculate Firm’s RIR for the past three (3) complete years. The Incident Rate information is listed on Firm’s OSHA Forms Nos. 300 and 300A and is available from Firm’s worker’s comp. insurance carrier.

$$\text{RIR} = \frac{\text{Total number of recordable incidents} \times 200,000}{\text{Total employee hours worked}}$$

Year	Recordable Incidents	Total Employee Hours Worked	Recordable Incident Rate
1-20			
2-20			
3-20			
Total			

3. **Experience Modification Rate (EMR).** Enter Firm's EMR for the most recent year (this information is provided by Firm's worker's compensation insurance carrier).

Year	EMR
20____	

Is Your Firm Self-Insured in California?	
<input type="checkbox"/> No	
<input type="checkbox"/> Yes	Self-Insured No. _____

*Attach certification.

4. **Name of Worker's Comp. Insurance Carrier(s):** _____

Address: _____

Agent Name: _____ Telephone No.: _____

5. In addition to the information provided above, submit copies of Firm's OSHA Form No. 300, Log of Work-Related Injuries and Illnesses, and OSHA Form No. 300A, Annual Summary of Work-Related Injuries and Illnesses, covering the past three (3) complete years.

AFFIDAVIT

The submitter of the foregoing statements contained in this Technical Qualifications Questionnaire has read the same, and it is true to the best of the submitter’s knowledge. Any reference named herein is hereby authorized to supply the County of Humboldt with any information necessary to verify submitter’s statements.

By signing below, Firm certifies and declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

SIGNATURE OF AN INDIVIDUAL

Executed this _____ day of _____, _____ in the
(Day) (Month) (Year)
City of _____, County of _____,
State of _____

Signature of Submitter _____
an individual, doing business as _____

SIGNATURE OF A PARTNER

Executed this _____ day of _____, _____ in the
(Day) (Month) (Year)
City of _____, County of _____,
State of _____

Signature of Submitter _____
a partner of _____
(Name of Firm)

SIGNATURE OF AN OFFICER OF A CORPORATION

Executed this _____ day of _____, _____ in the
(Day) (Month) (Year)
City of _____, County of _____,
State of _____

Signature of Submitter _____
an officer with the title of _____ of _____
(Title of Corporation Officer) (Corporation Name)

End of Technical Qualifications Questionnaire

Attachment 3 - Fee Proposal Form

Attachment 3 to
RFQ/P for CMAR Firm

Fee Proposal Form

Fee Proposal Form

New Sempervirens Psychiatric
Health Facility

RFQ Number: DPW2026-008

Project Number: 170261

County of Humboldt

New Sempervirens Psychiatric Health Facility

RFQ/P number: DPW2026-008

Project Number: 170261

To the County of Humboldt:

The undersigned construction manager at risk firm (“Firm”) hereby offers, in the amounts stated below, to furnish all services for Phases identified and to furnish the labor, materials, tools, equipment, apparatus, facilities, transportation, and permits for the construction of the above-referenced project (“Project”) in accordance with the provisions of the RFQ/P and its Attachments, the Agreement and Exhibits and appendices to these documents, and to the satisfaction of the County of Humboldt.

Firm shall complete the information in the following table.

Services	Pricing Basis	Price Submitted
PRECONSTRUCTION PHASE: CMAR’s Services provided during the Preconstruction Phase as specified in Exhibit A to the Agreement and as defined in Exhibit H to the Agreement.	FIXED PRICE TO COMPLETE THIS PHASE	\$ _____*
The CMAR’s Pre-Selected Subcontractor’s total compensation for its Services during the Preconstruction Phase: <ul style="list-style-type: none"> - Plumbing Subcontractor (Optional) - HVAC/Mechanical Subcontractor (Optional) - Electrical/Low Voltage/Fire Alarm Subcontractor (Optional) - Elevator Subcontractor (Optional) - Fire Sprinkler Subcontractor (Design-Build Subcontract; provide engineered Fire SprinklerShop Drawings to be submitted with Architect’s Permit Application) (Mandatory) 	FIXED PRICE TO COMPLETE THIS PHASE	\$ _____ (Optional) \$ _____ (Optional) \$ _____ (Optional) \$ _____ (Optional) \$ _____ (Mandatory)
CONSTRUCTION PHASE: 1. CMAR’s General Conditions in its performance of the Work (including all division 00 and 01 specification sections). <ul style="list-style-type: none"> • This includes labor costs, equipment costs, materials costs, non-OCIP insurance costs, bond costs, etc. • CMAR must provide with its Fee Proposal a completed CMAR’s General Conditions Table in the form included herein. 2. CMAR’s Project Contingency Percentage for inclusion in the GMP at completion of design & permitting, which is stated as a dollar amount but which is determined as a percentage of the Direct Cost of the Work of the Construction Phase <ul style="list-style-type: none"> • This does <u>not</u> include the direct cost of construction (Direct Cost of the Work) • The Direct Cost of the Work will be adjusted per the final total of Construction Phase direct costs as agreed by the County of Humboldt and the successful respondent prior 	FIXED PRICE FOR CMAR’s GENERAL CONDITIONS AND GENERAL REQUIREMENTS Price as percentage (Expressed as a percent of the Direct Cost of the Work.) % _____	\$ _____* Price in dollars (Multiply the percent at left by the County of Humboldt’s Estimated Direct Cost of the Work in the RFQ/P [\$25,000,000 for evaluation / CPQ purposes only]) \$ _____

<p>to the Construction Phase.</p> <p>3. CMAR's Fee (Including all profit and overhead), which is stated as a dollar amount but which is determined as a percentage of the Direct Cost of the Work including CMAR's Project Contingency</p> <ul style="list-style-type: none"> This does <u>not</u> include the direct cost of construction (Direct Cost of the Work), but shall cover all the CMAR's costs associated with providing its Services (excluding General Conditions and General Requirements) during the Construction Phase as specified in Exhibit A to the Agreement.** The Direct Cost of the Work will be adjusted per the final total of direct costs as agreed by the County of Humboldt and the successful respondent prior to the Construction Phase. 	<p>Price as percentage (Expressed as a percent of the Direct Cost of the Work.)</p> <p>% _____</p>	<p>Price in dollars (Multiply the percent at left by the County of Humboldt's Estimated Direct Cost of the Work in the RFQ/P [\$25,000,000 for evaluation / CPQ purposes only])</p> <p>\$ _____ **</p>
<p align="center">Total Price for Services (Sum of ALL dollar figures in last column)</p>		<p>\$ _____</p>

* The price for the Preconstruction Phase and the CMAR's General Conditions and General Requirements in its performance of the Work shall be inclusive of all of CMAR's profit and all costs expended in pursuit of performing the Services applicable to those Phases, including but not limited to any materials, payroll, overhead and administrative costs, travel and living expenses, licenses, insurance, incidentals, and any other fees or expenses expended or incurred when necessary for the performance of the Services specified in Exhibit A to the Agreement applicable to each item.

** CMAR's fee for the services during the Construction Phase shall be inclusive of all CMAR's profit, overhead, administrative costs and all price risk assumed in guaranteeing the GMP in pursuit of performing the Construction Phase Services for the Project as specified in Exhibit A to the Agreement applicable to the Construction Phase and in the final approved Construction Documents.

- A. The above amounts are to be stated in figures only and are the total amounts proposed for the entire Contract Work. Any alteration, erasure, or change must be clearly indicated and initialed by Firm.
- B. In the event of any error in this Fee Proposal, the individual fee percentages will prevail.
- C. Firm agrees that the above CMAR fee and CMAR Project Contingency percentages will be held until award of the Construction Phase.
- D. Once the Construction Phase award and GMP are established, all Change Orders shall be processed based upon the percentages set forth in the Change Orders provisions in the General Conditions including the Summary of Mark-up Amounts and Credits and not the individual fee percentages used in the Fee Proposal Form.
- E. The County of Humboldt's estimated construction schedule is as indicated in Exhibit A to the Agreement. The liquidated damages for failure to complete construction, including occupancy of the entire Project within the Contract Time, is as indicated in Exhibit A to the Agreement.
- F. This Fee Proposal is subject to the provisions of the RFQ/P and its Attachments, the Agreement and its Exhibits, and the appendices to these documents.
- G. It is anticipated that the successful Firm will be authorized to begin services within one (1) week after award of the Contract.

H. This Fee Proposal Form must be completely filled out and in a sealed envelope, and delivered to the location listed in RFQ/P, or it will be disregarded.

I. No bid bond or other security is required for the Preconstruction Phase of this Project. However, when awarded the Construction Phase portion of the Project, a 100% performance bond and a 100% payment bond will be required, the cost of which is to be included in the CMAR's General Conditions and General Requirements in its performance of the Work.

J. ACKNOWLEDGE EACH ADDENDUM RECEIVED: _____

Dated this _____ day of _____ 20 _____

Name of Firm: _____

Signed by: _____

Title of Person Signing: _____

CMAR's General Conditions Table

- CMAR shall only price the following items as indicated either as part of:
 - CMAR's General Conditions in its performance of the Work or
 - The Direct Cost of Work (i.e., within particular subcontract(s) costs)
- If CMAR intends to include additional items or price items in a different category than indicated below, CMAR shall first obtain the County of Humboldt's approval.
- This table is not intended to be an exhaustive list of all components of the Project that the CMAR must perform to provide a complete Project to the County of Humboldt.

Project (On Site Jobsite Staff)	CMAR's General Conditions and General Requirements in its Performance of the Work	Direct Cost of Work
Project Executive	X	
Project Manager	X	
Project Superintendent	X	
Project Engineer	X	
Scheduling Engineer	X	
Field Engineer	X	
Independent Surveyor		X
Safety officer	X	
Temporary Utilities		
Telephone Installation	X	
Telephone Monthly Charges	X	
Elect Power Installation	X	
Elect Power Dist Wiring	X	
Elect Power Monthly Charges	X	
Water Service - Installation	X	
Water Service - Monthly Costs	X	
Heating & Cooling Costs	X	
Light Bulbs & Misc. Supplies	X	
Clean-Up-Periodical		X
Clean-Up-Final		X
Dump Permits and Fees		X
Recycling/Trash Dumpster Removal/Hauling	X	
Flagger/Traffic Control		X
Dust Control		X
Trash Chute & Hopper	X	

Temporary Facilities	CMAR's General Conditions and General Requirements in its Performance of the Work	Direct Cost of Work
Office Trailer/Rental	X	
Storage Trailer & Tool Shed Rental	X	
Office Furniture/Equip/Computers	X	
Xerox Copies/Misc Printing	X	
Postage/UPS/FedEx	X	
Project Photographs	X	
Temporary Toilets	X	
Project Sign	X	
Temporary Fencing/Enclosures	X	
Barricades	X	
Temporary Stairs		X
Opening Protection		X
Safety Railing & Nets		X
Drinking Water/Cooler/Cup		X
Safety/First Aid Supplies	X	
Fire Fighting Equipment	X	
Temporary Parking	X	
Watchman Service	X	
Miscellaneous Project Costs		
CMAR's Insurance not covered by OCIP	X	
CMAR's Payment & Performance Bonds	X	
Printing - Drawings & Specifications	X	
Facility Operator/Training	X	
Travel / Mileage - Expenses	X	
Hoisting		
Crane Rental		X
Crane Operators		X
Crane Safety Inspections		X
Erect & Dismantle Crane		X
Fuel, Repairs, Maintenance		X
Safety Inspections	X	
Forklift Rental		X
Forklift Operator		X
Forklift Safety Inspections		X
Fuel, Repairs, Maintenance		X

End of Fee Proposal

**Attachment 4 to
RFQ/P for CMAR Firm**

SOQ Form CMAR Qualifications

**[Provided as separate
document to the RFQ/P]**

PURPOSE

The County of Humboldt is using this form to obtain information from the Construction Manager at Risk (CMAR) and Pre-Selected Subcontractor firms about their qualifications and experience.

The information used to evaluate firms is from this form and other sources, including performance evaluations, any additional data requested by the agency, and interviews with the most highly qualified firms and their references.

GENERAL INSTRUCTIONS

Part I presents the qualifications for a specific contract.

Part II presents the general qualifications of a firm or a specific branch office of a firm.

1. Prepare a separate Part II for each firm that will be part of the team proposed for a specific contract and submitted with Part I. If a firm has branch offices, submit a separate Part II for each branch office that has a key role on the team.

INDIVIDUAL AGENCY INSTRUCTIONS

Individual agencies may supplement these instructions. For example, they may limit the number of projects or number of pages submitted in Part I in response to a public announcement for a particular project. Carefully comply with any agency instructions when preparing and submitting this form. Be as concise as possible and provide only the information requested by the agency.

DEFINITIONS

Branch Office: A geographically distinct place of business or subsidiary office of a firm that has a key role on the team.

Construction Manager at Risk (CMAR): The individual, partnership, corporation, association, joint venture, or any combination thereof, that has entered into the Agreement with the COUNTY to do the Work, identified as such in the Agreement, and referred to throughout the Contract as if singular in number. CMAR shall solicit trade bids from trade contractors (Subcontractors) on a competitive basis and enter into contracts with these trade contractors to perform their trade work.

Discipline: Primary technical capabilities of key personnel, as evidenced by academic degree, professional registration, certification, and/or extensive experience.

Firm: Defined in Federal Acquisition Regulation FAR 36.102.

Key Personnel: Individuals who will have major contract responsibilities and/or provide unusual or unique expertise.

Pre-Selected Subcontractor: The subcontractors that the CMAR selects and includes in their proposal as Construction Trade Partner to provide Preconstruction Phase services similar to the CMAR for their specialized scope of work (including but not limited to Estimating, Drawing & Specification Reviews, Constructability Reviews, Value-Analysis, Value-Engineering, Peer review of System Selections and Design Development, etc.), and to provide Construction Phase installation of the Work.

SPECIFIC INSTRUCTIONS

Part I - Contract-Specific Qualifications

Section A. Contract Information.

1. Title and Location. Enter the title and location of the contract for which this form is being submitted, exactly as shown in the public announcement or agency request.

2. Public Notice Date. Enter the posted date of the agency's notice on the County of Humboldt website (<https://humboldt.gov.org/Bids.aspx>), other form of public announcement or agency request for this contract.

3. Solicitation or Project Number. Enter the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request for this contract.

Section B. CMAR Point of Contact.

4-8. Name, Title, Name of Firm, Telephone Number and E-mail (Electronic Mail) Address. Provide information for a representative of the prime contractor or joint venture that the agency can contact for additional information

Section C. Proposed Team.

9-11. Firm Name, Address, and Role in This Contract.

Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this contract. List the prime contractor or joint venture partners first. If a firm has branch offices, indicate each individual branch office that will have a key role on the team. The named subcontractors must be used, and any change must be approved by the contracting officer. Attach an additional sheet in the same format as Section C if needed.

Section D. Organizational Chart of Proposed Team.

As an attachment after Section C, present an organizational chart of the proposed team showing the names and roles of all key personnel listed in Section E and the firm they are associated with as listed in Section C.

Section E. Resumes of Key Personnel Proposed for this Contract.

Complete this section for each key person who will participate in this contract. Group by firm, with personnel of the CMAR prime contractor or joint venture partner firms first. The following blocks must be completed for each resume:

12. Name. Self-explanatory.

13. Role in this contract. Self-explanatory.

14. Years Experience. Total years of relevant experience (block 14a), and years of relevant experience with current firm, but not necessarily the same branch office (block 14b).

15. Firm Name and Location. Name, city and state of the firm where the person currently works, which must correspond with one of the firms (or branch office of a firm, if appropriate) listed in Section C.

16. Education. Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.

17. Current Professional Registration and Construction License. Provide information on current relevant professional registration(s) and construction license in the State of California.

18. Other Professional Qualifications. Provide information on any other professional qualifications relating to this contract, such as education, professional registration, publications, organizational memberships, certifications, training, awards, and foreign language capabilities.

19. Relevant Projects. Provide information on up to five projects in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract. These projects do not necessarily have to be any of the projects presented in Section F for the project team if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section F. Use the check box provided to indicate if the project was performed with any office of the current firm. If any of the professional services or construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description and Specific Role (block (3)).

Section F. Example Projects Which Best Illustrate Proposed Team's Qualifications for this Contract.

Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one Section F for each project. Present ten projects, unless otherwise specified by the agency. Complete the following blocks for each project:

20. Example Project Key Number. Start with "1" for the first project and number consecutively.

21. Title and Location. Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.

22. Year Completed. Enter the year completed of the construction project. If any of the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to this Contract (block 24).

23a. Project Owner. Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.

23b. Point of Contact Name. Provide name of a person associated with the project owner or the organization which contracted for the construction services, who is very familiar with the project and the firm's (or firms') performance.

23c. Point of Contact Telephone Number. Self-explanatory.

24. Brief Description of Project and Relevance to this Contract. Indicate scope, size, construction cost, subcontract cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information requested by the agency for each example project.

25. Firms from Section C Involved with this Project. Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section C.

Section G. Key Personnel Participation in Example Projects.

This matrix is intended to graphically depict which key personnel identified in Section E worked on the example projects listed in Section F. Complete the following blocks (see example below).

26. and 27. Names of Key Personnel and Role in this Contract. List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section E.

28. Example Projects Listed in Section F. In the column under each project key number (see block 29) and for each key person, place an "X" under the project key number for participation in the same or similar role.

29. Example Projects Key. List the key numbers and titles of the example projects in the same order as they appear in Section F.

Section H. Additional Information.

30. Use this section to provide additional information specifically requested by the agency or to address selection criteria that are not covered by the information provided in Sections A-G.

Section I. Authorized Representative .

31. and 32. Signature of Authorized Representative and Date. An authorized representative of a joint venture or the prime contractor must sign and date the completed form. Signing attests that the information provided is current and factual, and that all firms on the proposed team agree to work on the project. Joint ventures selected for negotiations must make available a statement of participation by a principal of each member of the joint venture.

33. Name and Title. Self-explanatory.

SAMPLE ENTRIES FOR SECTION G (MATRIX)

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below first, before completing table. Place 'X' under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Jane A. Smith	CMAR - Project Manager	X		X							
Joseph B. Williams	CMAR - Estimator	X	X	X	X						
Tara C. Donovan	Subcontractor - Fire Sprinkler Engineer	X	X		X						

29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)	NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)
1	Yolo County Psychiatric Health Facility, Woodland, CA	6	XYZ Corporation Headquarters, Redding, CA
2	Kaiser Hospital, Eureka, CA	7	Founder's Museum, Arcata, CA

Part II - General Qualifications

See the "**General Instructions**" on page 1 for firms with branch offices. Prepare Part II for the specific branch office seeking work if the firm has branch offices.

1. Solicitation Number. If Part II is submitted for a specific contract, insert the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request.

2a-2e. Firm (or Branch Office) Name and Address. Self-explanatory.

3. Year Established. Enter the year the firm (or branch office, if appropriate) was established under the current name.

4. **NOT REQUIRED:** Unique Entity Identifier. Insert the unique entity identifier issued by the entity designated at SAM. See FAR part 4.6.

5. Ownership.

a. Type. Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

b. **NOT REQUIRED:** Small Business Status. Refer to the North American Industry Classification System (NAICS) code in the public announcement, and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Surveying and Mapping Services (NAICS 541370)). The small business categories and the internet website for the NAICS codes appear in FAR part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.

6a-6c. Point of Contact. Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

7. Name of Firm. Enter the name of the firm if Part II is prepared for a branch office.

8a-8c. Former Firm Names. Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was effective **NOT REQUIRED:** and the associated unique entity identifier. This information is used to review past performance.

9. Employees by Discipline. Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).

10. Profile of Firm's Experience and Annual Average Revenue for Last 5 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which most accurately reflect the firm's technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by the firm. However, do not double count the revenues received on a particular project.

11. Annual Average Construction Revenues of Firm for Last 3 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the construction services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Public work (performed directly for the Government, either as the prime contractor or subcontractor), non-Public work (all other domestic and foreign work, including Government-assisted projects), and the total.

12. Authorized Representative. An authorized representative of the firm or branch office must sign and date the completed form. Signing attests that the information provided is current and factual. Provide the name and title of the authorized representative who signed the form.

List of Disciplines (Function Codes)

Code	Description	Code	Description
01	Principal	32	Hydraulic Engineer
02	Operations Manager	33	Hydrographic Surveyor
03	Project Executive	34	Hydrologist
04	Project Director	35	Industrial Engineer
05	Project Manager	36	Industrial Hygienist
06	Assistant Project Manager	37	Interior Designer
07	Project Engineer	38	Land Surveyor
08	Administrative	39	Landscape Architect
09	Estimator	40	Materials Engineer
10	Scheduler	41	Materials Handling Engineer
11	Subject Matter Expert (list field)	42	Mechanical Engineer
12	General Superintendent	43	Mining Engineer
13	Superintendent	44	Oceanographer
14	Shop / Fabricator	45	Photo Interpreter
15	Field / Installer	46	Photogrammetrist
16	Equipment Operator	47	Planner : Urban/Regional
17	Plumbing Engineer	48	Project Manager
18	Mechanical Engineer	49	Remote Sensing Specialist
19	Electrical Engineer	50	Risk Assessor
20	Fire Protection Engineer	51	Safety/Occupational Health Engineer
21	Designer (list field)	52	Sanitary Engineer
		53	Scheduler
		54	Security Specialist
		55	Soils Engineer
		56	Specifications Writer
		57	Structural Engineer
		58	Technician/Analyst
		59	Toxicologist
		60	Transportation Engineer
		61	Value Engineer
		62	Water Resources Engineer

List of Experience Categories (Profile Codes continued)

Code	Description	Code	Description
A01	Acoustics, Noise Abatement	E01	Ecological & Archeological Investigations
A02	Aerial Photography; Airborne Data and Imagery Collection and Analysis	E02	Educational Facilities; Classrooms
A03	Agricultural Development; Grain Storage; Farm Mechanization	E03	Electrical Studies and Design
A04	Air Pollution Control	E04	Electronics
A05	Airports; Nav aids; Airport Lighting; Aircraft Fueling	E05	Elevators; Escalators; People-Movers
A06	Airports; Terminals and Hangars; Freight Handling	E06	Embassies and Chanceries
AO?	Arctic Facilities	E07	Energy Conservation; New Energy Sources
AOB	Animal Facilities	EOB	Engineering Economics
A09	Anti-Terrorism/Force Protection	E09	Environmental Impact Studies, Assessments or Statements
A10	Asbestos Abatement	E10	Environmental and Natural Resource Mapping
A11	Auditoriums & Theaters	E11	Environmental Planning
A12	Automation; Controls; Instrumentation	E12	Environmental Remediation
B01	Barracks; Dormitories	E13	Environmental Testing and Analysis
B02	Bridges	F01	Fallout Shelters; Blast-Resistant Design
C01	Cartography	F02	Field Houses; Gyms; Stadiums
CO2	Cemeteries (<i>Planning & Relocation</i>)	F03	Fire Protection
C03	Charting: Nautical and Aeronautical	F04	Fisheries; Fish ladders
C04	Chemical Processing & Storage	F05	Forensic Engineering
C05	Child Care/Development Facilities	F06	Forestry & Forest products
C06	Churches; Chapels	G01	Garages; Vehicle Maintenance Facilities; Parking Decks
CO?	Coastal Engineering	G02	Gas Systems (Propane; Natural, Etc.)
COB	Codes; Standards; Ordinances	G03	Geodetic Surveying: Ground and Air-borne
COG	Cold Storage; Refrigeration and Fast Freeze	G04	Geographic Information System Services: Development, Analysis, and Data Collection
C10	Commercial Building (<i>low rise</i>) ; Shopping Centers	G05	Geospatial Data Conversion: Scanning, Digitizing, Compilation, Attributing, Scribing, Drafting
C11	Community Facilities	G06	Graphic Design
C12	Communications Systems; TV; Microwave	H01	Harbors; Jetties; Piers, Ship Terminal Facilities
C13	Computer Facilities; Computer Service	H02	Hazardous Materials Handling and Storage
C14	Conservation and Resource Management	H03	Hazardous, Toxic, Radioactive Waste Remediation
C15	Construction Management	H04	Heating; Ventilating; Air Conditioning
C16	Construction Surveying	H05	Health Systems Planning
C17	Corrosion Control; Cathodic Protection; Electrolysis	H06	Highrise; Air-Rights-Type Buildings
C1B	Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting	HO?	Highways; Streets; Airfield Paving; Parking Lots
C19	Cryogenic Facilities	HOB	Historical Preservation
D01	Dams (<i>Concrete; Arch</i>)	H09	Hospital & Medical Facilities
D02	Dams (<i>Earth; Rock</i>); Dikes; Levees	H10	Hotels; Motels
D03	Desalinization (<i>Process & Facilities</i>)	H11	Housing (<i>Residential, Multi-Family; Apartments; Condominiums</i>)
D04	Design-Build - Preparation of Requests for Proposals	H12	Hydraulics & Pneumatics
D05	Digital Elevation and Terrain Model Development	H13	Hydrographic Surveying
D06	Digital Orthophotography		
DO?	Dining Halls; Clubs; Restaurants		
DOB	Dredging Studies and Design		

List of Experience Categories (Profile Codes continued)

Code	Description	Code	Description
I01	Industrial Buildings; Manufacturing Plants	P09	Product, Machine Equipment Design
I02	Industrial Processes; Quality Control	P10	Pneumatic Structures, Air-Support Buildings
I03	Industrial Waste Treatment	P11	Postal Facilities
I04	Intelligent Transportation Systems	P12	Power Generation, Transmission, Distribution
I05	Interior Design; Space Planning	P13	Public Safety Facilities
I06	Irrigation; Drainage	R01	Radar; Sonar; Radio & Radar Telescopes
J01	Judicial and Courtroom Facilities	R02	Radio Frequency Systems & Shieldings
L01	Laboratories; Medical Research Facilities	R03	Railroad; Rapid Transit
L02	Land Surveying	R04	Recreation Facilities (Parks, Marinas, Etc.)
L03	Landscape Architecture	R05	Refrigeration Plants/Systems
L04	Libraries; Museums; Galleries	R06	Rehabilitation (Buildings; Structures; Facilities)
L05	Lighting (Interior; Display; Theater, Etc.)	RO?	Remote Sensing
L06	Lighting (Exteriors; Streets; Memorials; Athletic Fields, Etc.)	ROB	Research Facilities
M01	Mapping Location/Addressing Systems	R09	Resources Recovery; Recycling
M02	Materials Handling Systems; Conveyors; Sorters	R10	Risk Analysis
M03	Metallurgy	R11	Rivers; Canals; Waterways; Flood Control
M04	Microclimatology; Tropical Engineering	R12	Roofing
M05	Military Design Standards	S01	Safety Engineering; Accident Studies; OSHA Studies
M06	Mining & Mineralogy	S02	Security Systems; Intruder & Smoke Detection
MO?	Missile Facilities (Silos; Fuels; Transport)	S03	Seismic Designs & Studies
MOB	Modular Systems Design; Pre-Fabricated Structures or Components	S04	Sewage Collection, Treatment and Disposal
N01	Naval Architecture; Off-Shore Platforms	S05	Soils & Geologic Studies; Foundations
N02	Navigation Structures; Locks	S06	Solar Energy Utilization
N03	Nuclear Facilities; Nuclear Shielding	SO?	Solid Wastes; Incineration ; Landfill
001	Office Buildings; Industrial Parks	SOB	Special Environments; Clean Rooms, Etc.
002	Oceanographic Engineering	S09	Structural Design; Special Structures
003	Ordnance; Munitions; Special Weapons	S10	Surveying; Platting; Mapping; Flood Plain Studies
P01	Petroleum Exploration; Refining	S11	Sustainable Design
P02	Petroleum and Fuel (Storage and Distribution)	S12	Swimming Pools
P03	Photogrammetry	S13	Storm Water Handling & Facilities
P04	Pipelines (Cross-Country - Liquid & Gas)	T01	Telephone Systems (<i>Rural; Mobile; Intercom, Etc.</i>)
P05	Planning (Community, Regional, Areawide and State)	T02	Testing & Inspection Services
P06	Planning (Site, Installation, and Project)	T03	Traffic & Transportation Engineering
PO7	Plumbing & Piping Design	T04	Topographic Surveying and Mapping
P08	Prisons & Correctional Facilities	T05	Towers (<i>Self-Supporting & Guyed Systems</i>)
		T06	Tunnels & Subways

List of Experience Categories (*Profile Codes continued*)

Code	Description
U01	Unexploded Ordnance Remediation
U02	Urban Renewals; Community Development
U03	Utilities (Gas and Steam)
V01	Value Analysis; Life-Cycle Costing
W01	Warehouses & Depots
W02	Water Resources; Hydrology; Ground Water
W03	Water Supply; Treatment and Distribution
W04	Wind Tunnels; Research/Testing Facilities Design
Z01	Zoning; Land Use Studies

CMAR QUALIFICATIONS

PART 1- CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

2. PUBLIC NOTICE DATE

3. SOLICITATION OR PROJECT NUMBER

B. CMAR POINT OF CONTACT

4. NAME AND TITLE

5. NAME OF FIRM

6. TELEPHONE NUMBER

7. FAX NUMBER

8. E-MAIL ADDRESS

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(Check)		9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME J-V PARTNER SUBCON- TRACTOR				
a.		<input type="checkbox"/>	CHECK IF BRANCH OFFICE		
b.		<input type="checkbox"/>	CHECK IF BRANCH OFFICE		
c.		<input type="checkbox"/>	CHECK IF BRANCH OFFICE		
d.		<input type="checkbox"/>	CHECK IF BRANCH OFFICE		
e.		<input type="checkbox"/>	CHECK IF BRANCH OFFICE		
f.		<input type="checkbox"/>	CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

(Attached)

E.

RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM

15. FIRM NAME AND LOCATION *(City and State)*

16. EDUCATION <i>(Degree and Specialization)</i>	17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i>
--	---

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PRECONSTRUCTION	CONSTRUCTION
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	Check if project performed with current firm	
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PRECONSTRUCTION	CONSTRUCTION
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	Check if project performed with current firm	
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PRECONSTRUCTION	CONSTRUCTION
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	Check if project performed with current firm	
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PRECONSTRUCTION	CONSTRUCTION
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	Check if project performed with current firm	
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PRECONSTRUCTION	CONSTRUCTION
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	Check if project performed with current firm	

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER
21. TITLE AND LOCATION <i>(City and State)</i>	22. YEAR COMPLETED	
	PRECONSTRUCTION	CONSTRUCTION

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
------------------	--------------------------	--------------------------------------

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)											
		1	2	3	4	5	6	7	8	9	10		

29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)	NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)
		6	
2		7	
3		8	
4		9	
5		10	

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

I.

AUTHORIZED REPRESENTATIVE
The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

33. NAME AND TITLE

**Attachment 5 to
RFQ/P for CMAR Firm**

Project Milestone Schedule

**[Provided as separate
document to the RFQ/P]**

Attachment 5 - Project Milestone Schedule

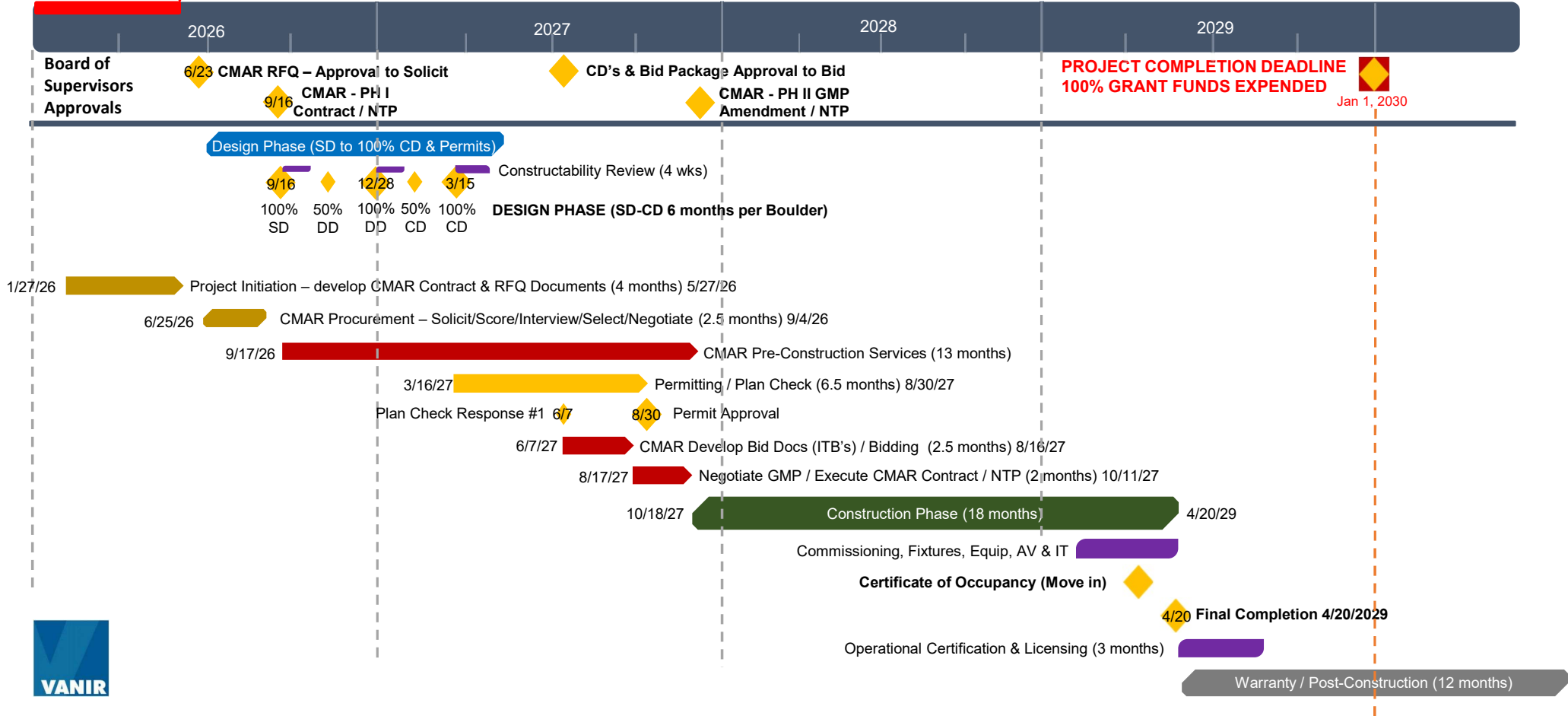


County of Humboldt Sempervirons Psychiatric Health Facility Project Milestone Schedule

Today

May 21, 2026

Design-Bid-Build / CM at Risk



Attachment 6 - CMAR Agreement

Attachment 6
to
RFQ/P for CMAR Firm

CMAR AGREEMENT FOR PRECONSTRUCTION AND CONSTRUCTION PHASE SERVICES

New Sempervirens Psychiatric
Health Facility

Project Number: 170261

County of Humboldt

COUNTY OF HUMBOLDT
STANDARD AGREEMENT COVERSHEET

	AGREEMENT NUMBER <i>[Agreement Number]</i>
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- Parties.** In this Agreement, the term “Contractor” or “CMAR” refers to *[CONTRACTOR NAME]*, and the term “COUNTY” refers to the County of Humboldt, a political subdivision of the State of California.
- Term & Contract Time.** The term of the performance of the Services of the Pre-construction Services begins in *[MONTH] [DAY]*, 2026. This is the “Effective Date” and expires at the Completion of the Project, as indicated herein. The Contract Time for this Project, by phase, is as indicated here. There is one Contract Time for the Preconstruction Phase and one Contract Time for the Construction Phase. Except for the uses of the term “Contract Time” that are clearly attributable to just one Phase, Contract Time is applicable to all Phases.

Phase	Contract Time for Phase
Preconstruction Phase (including permitting and bidding)	389 Calendar Days
Construction Phase	550 Calendar Days

Any adjustments to these durations may, at the COUNTY’s discretion, be revised during the Preconstruction Phase; any changes to the Contract Time duration for the Construction Phase may result in an equitable adjustment to the CMAR’s Fee and/or General Conditions costs, at the COUNTY’s discretion, at the time the GMP is finalized.

- Total Contract Amount.** The maximum amount that the COUNTY may pay CMAR under this Agreement is \$*[TOTAL CONTRACT AMOUNT]* (“Total Contract Amount”). This amount is as indicated in Exhibit B herein.
- Purpose:** The purpose of this Agreement is as follows: The CMAR for and in consideration of the covenants, conditions, agreements, and stipulations of the COUNTY hereinafter expressed and as further set forth herein and the Exhibits attached hereto, agrees to furnish to the COUNTY, as authorized, preconstruction services and construction management-at-risk services for the Total Contract Amount for the construction of the New Sempervirens Psychiatric Health Facility in the City of Eureka, Humboldt County, California (the “Project”). This purpose listed above is for administrative reference only and does not define, limit, or construe the scope or extent of the Agreement.
- Contract Documents.** The Parties agree to the terms and conditions of this Agreement and acknowledge that this Agreement (made up of this coversheet, the following exhibits, and any attachments (the “Contract Documents”)) contains the Parties’ entire understanding related to the subject matter of this Agreement and that the following exhibits are incorporated into the Contract Documents.
 - Exhibit A: **Project Description/Information and Statement/Scope of Work**, which is attached hereto and incorporated herein.
 - Exhibit B: **Price and Payment Detail**, the form of which is attached hereto and incorporated herein.
 - The “Part A” portion of Exhibit B will be completed prior to execution of this Agreement and will include, based upon CMAR’s Proposal, CMAR’s fee for the Preconstruction Phase; CMAR’s fee for the Construction Phase; and CMAR’s general conditions (per division 00 and division 01 specifications) costs during the Construction Phase. The CMAR shall also identify any self-performed scopes of work they may opt to self-perform and the CMAR’s fee for the self-performed work. The CMAR shall also include Pre-Selected Subcontractors to participate in the Preconstruction and Construction Phase. Include in Exhibit B, based upon CMAR’s Proposal, each Pre-Selected Subcontractor’s fees for the Preconstruction Phase; each Pre-Selected Subcontractor’s OH&P fees for the Construction Phase; each Pre-Selected Subcontractor’s Bonding Rate %.

- The “Part B” portion of Exhibit B will be completed by the Parties and attached to this Agreement when the Parties amend this Agreement to authorize the CMAR to proceed with the Construction Phase of the Project. The amounts in “Part B” of Exhibit B will be based upon the Initial Pricing information and updated based upon the amount of the Direct Cost of Work.
 - Exhibit B-1: **CMAR’s General Conditions Table**, which is attached hereto and incorporated herein. This table can only be revised upon prior written approval of the COUNTY.
 - Exhibit C: **Project Cost Responsibility Matrix**, which is attached hereto and incorporated herein.
 - Exhibit D: **Acceptance and Signoff Form** for All Phases Prior to Construction Phase, the form of which is attached hereto and which will be utilized for each Phase.
 - Exhibit E: **Subcontractors to CMAR**, the form of which is attached hereto and which must be completed and provided by the CMAR to the COUNTY prior to commencement of the ConstructionPhase.
 - Exhibit F: **CMAR’s Key Personnel**, the form of which is attached hereto and which must be completed and provided by the CMAR to the COUNTY prior to execution of this Agreement.
 - Exhibit G: **Sample OCIP Project Safety Guidance Manual/Insurance Manual**.
 - Exhibit H: **General Conditions of the CMAR Agreement** for Preconstruction and Construction Phase Services (Document 00 70 00), which are attached hereto and incorporated herein.
 - Exhibit I: **Division 1 Documents of the CMAR Agreement** for Preconstruction and Construction Phase Services (Division 01 Specification Sections), which are attached hereto and incorporated herein.
 - Exhibit J: **Technical Specifications (Division 2 through Division 49)**, which will be either attached to this Agreement or incorporated by reference into this Agreement through an amendment to the Agreement no later than when the Parties amend this Agreement to authorize the CMAR to proceed with the Construction Phase of the Project. In lieu of attaching this exhibit to the Agreement or incorporating this exhibit by reference into this Agreement through an amendment to the Agreement, the Parties may agree, in writing, to an alternative mechanism to incorporate this document into the Agreement.
 - Exhibit K: **Design Documents**, which will either be attached to this Agreement or incorporated by reference into this Agreement through an amendment to the Agreement no later than when the Parties amend this Agreement to authorize the CMAR to proceed with the Construction Phase of the Project. In lieu of attaching this exhibit to the Agreement or incorporating this exhibit by reference into this Agreement through an amendment to the Agreement, the Parties may agree, in writing, to an alternative mechanism to incorporate this document into the Agreement.
6. **Authorization.** The Work of this Agreement will be authorized in two (2) phases: The Preconstruction Phase, and the Construction Phase.
- By entering into this Agreement, the COUNTY authorizes the Preconstruction Phase.
 - The COUNTY has the sole and unilateral right to authorize the Preconstruction Phase and Construction Phase, and that authorization shall be made in the form of an Amendment to this Agreement, authorizing the appropriate Phase and funding specified herein, which shall be signed by the CMAR.
 - CMAR is not authorized to begin any work or services marked “NYA” (Not Yet Authorized).
 - Services for a particular Phase of the Work marked as “NIC” (Not in Contract) is for reference purposes only and as such has not been authorized in the Agreement.

7. **Notices to the Parties.** All notices, requests, demands, and other communications hereunder must be in writing and will be deemed to have been duly given when hand delivered or five (5) days after being deposited in the United States mail, if mailed by certified or registered mail, return receipt requested, postage prepaid, to the following addresses:

Notice to COUNTY:

County of Humboldt
Department of Public Works
Attn: Thomas K Mattson, Director
1106 Second Street
Eureka, CA 95501

Notice to CMAR:

[CONTRACTOR NAME]
Attn: *[CONTRACTOR'S PROJECT MANAGER, TITLE]*
[CONTRACTOR'S ADDRESS]
[CONTRACTOR'S CITY, STATE, ZIP]

8. CMAR shall hold and maintain a valid Class B general contractor license from the State of California. CMAR shall notify COUNTY in writing in the event CMAR's license expires, is suspended or has a change in signatory authority.
9. **Payment of Liquidated Damages.** The liquidated damages for the CMAR's failure to complete Work of the Construction Phase within the Contract Time for the Construction Phase as finally agreed to by the Parties, is **\$3,000** per Calendar Day.

10. Payment of Prevailing Wages

- The CMAR and all Subcontractors under the CMAR shall pay all workers on Work performed pursuant to this Agreement not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed, pursuant to sections 1770 et seq. of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Agreement, as determined by Director of the State of California Department of Industrial Relations. Prevailing wage rates are available on the internet at (<http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>).
- CMAR shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its certified payroll records to the Labor Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations. Labor Code section 1771.1(a) states the following:

“A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by section 7029.1 of the Business and Professions Code or by section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to section 1725.5 at the time the contract is awarded.”
- CMAR shall, and shall ensure that all “subcontractors” (as defined by Labor Code section 1722.1), comply with Labor Code section 1725.5, including without limitation the registration requirements with the Department of Industrial Relations that are set forth in Labor Code section 1725.5. CMAR represents to the COUNTY that all “subcontractors” (as defined by Labor Code section 1722.1) are registered pursuant to Labor Code section 1725.5. CMAR acknowledges that, for purposes of Labor Code section 1725.5, this work is a public work to which Labor Code section 1771 applies.

- The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. CMAR shall post job site notices, as prescribed by regulation. CMAR shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the Project.

11. Skilled and Trained Workforce Requirement

- In accordance with California Public Contract Code section 20146(c) and Chapter 2.9 (commencing with Section 2600) of Part 1 of Division 2 of the Public Contract Code, CMAR shall, and shall require all Subcontractors of every tier to, utilize a Skilled and Trained Workforce to perform all work within an apprenticeable occupation in the building and construction trades for the Project.
- This requirement applies to all construction work performed under this Agreement, whether self-performed or subcontracted.
- CMAR shall include the Skilled and Trained Workforce requirement in every subcontract and lower-tier subcontract, without exception, and shall be responsible for monitoring and enforcing compliance by all Subcontractors.
- As a condition precedent to payment, CMAR shall provide written certification, in a form acceptable to Owner, demonstrating compliance with the Skilled and Trained Workforce requirements for itself and for all Subcontractors at every tier. CMAR shall maintain and make available all records necessary to demonstrate compliance, including workforce qualification documentation, apprenticeship graduation evidence, and related DIR-required records.
- Owner reserves the right, at any time, to verify compliance with Skilled and Trained Workforce requirements through audits, inspections, or reviews conducted by Owner or any governmental agency with jurisdiction. CMAR shall fully cooperate with any such audit or investigation.
- Failure by CMAR or any Subcontractor at any tier to comply with the Skilled and Trained Workforce requirements shall constitute a material breach of this Agreement. Owner may, in addition to any other remedies allowed by law:
 - Withhold payments;
 - Require immediate replacement of non-compliant workers or Subcontractors;
 - Back-charge CMAR for cost, penalties, or damages incurred; or
 - Terminate this Agreement for default.
- Owner’s review, acceptance, or payment shall not constitute a waiver of CMAR’s sole responsibility for compliance with Skilled and Trained Workforce requirements.

12. **Project Manager.** The COUNTY’s Project Manager for this Project shall be Jake Johnson, or other person designated by the Public Works Director.

COUNTY’S SIGNATURE	CONTRACTOR’S SIGNATURE	
County of Humboldt	CMAR’S NAME (if CMAR is not an individual person, state whether CMAR is a corporation, partnership, etc.) [CONTRACTOR/CMAR NAME]	
	LICENSE NO:	EXP DATE:
BY (Authorized Signature) ☒	BY (Authorized Signature) ☒	

PRINTED NAME AND TITLE OF PERSON SIGNING Mike Wilson, Chair, Board of Supervisors	PRINTED NAME AND TITLE OF PERSON SIGNING <i>[Name and title]</i>
DATE EXECUTED	DATE EXECUTED
ADDRESS County of Humboldt Board of Supervisors 825 5 th Street Eureka, CA 95501	ADDRESS <i>[Address]</i>

SAMPLE

Attachment 6, Exhibit A to CMAR Agreement

Exhibit A to CMAR Agreement

Project Description/Information and Statement/Scope of Work

CMAR shall, as authorized, provide the Services specified herein in connection with the public works Project for the Psychiatric Health Facility to be located in Eureka, California, in accordance with the scope of the Project, which is more particularly described herein.

1. General Description of the Project:

1.1. General Scope of Work:

1.1.1. The New Sempervirens PHF and CSU building will preserve necessary PHF and CSU beds and expand access to adolescents, adults and non-ambulatory patients. The new facility will be a 24,900 gross square feet two story building. The Project is the construction of a new building and site development for a 16 psychiatric health residential unit and 4 patient treatment recliner crisis stabilization unit comprised of a public lobby, 12 bed adult area, 2 bed adolescent area, 2 bed swing area, crisis stabilization unit and building support area that includes a kitchen, mechanical room, electrical room, staff support spaces and receiving/storage. The project also includes a law enforcement entrance, staff entrance, main entrance, kitchen loading zone, adult PHF yard, adolescent PHF yard, CSU yard, generator enclosure, outdoor spaces for respite and activities and will be fully ADA accessible. The roof will accommodate a mechanical penthouse and solar panels. The two-story building includes but is not limited to all building structure, building envelope, interior improvements, mechanical, electrical, telecommunication, audio visual, and security systems.

1.1.2. The site development includes but is not limited to site preparation, underground utilities, landscape, hardscape, vehicular drives, surface parking, security barriers, fencing, and gates on the approximately 26,571 square foot site.

1.2. Design and Construction Management:

1.2.1. CMAR is not the architect of the Project, but as indicated further herein, CMAR shall perform specific Services during all Phases of the Project to assist, review, coordinate, opine and cooperate with other members of the "Project Team" which includes the Architect, the COUNTY's Construction Manager, the COUNTY, the CMAR, and all other design professional(s) of the Project.

1.2.2. The Project is currently in the Schematic Design stage of design.

1.3. **Commissioning.** Although CMAR will not provide commissioning services on the Project, CMAR shall perform specific Services during all Phases of the Project to assist, review, coordinate, opine and cooperate with the COUNTY, the COUNTY's commissioning authority, other providers of commissioning services for the COUNTY, the Architect and all other design professional(s) of the Project.

2. **Project Goals.** The following goals are for the overall design, construction and commissioning of the new Psychiatric Health Facility that is the subject of the Project. CMAR's scope of Services is intended to further these goals, whether or not the CMAR is primarily responsible for achieving all of these goals.

This Project will be consistent with the Department of Health Care Services (DHCS), Centers for Medicare & Medicaid Services (CMS), and California Department of Public Health (CDPH) Standards, as adopted by the COUNTY and in effect as of the Effective Date. The purpose of the standards are to produce high performing public buildings with a positive architectural legacy that reflects the COUNTY's commitment to providing equal access to psychiatric health services. These goals have been developed early in the Project process and will be reevaluated throughout the design and construction phases and at the completion of the Project to determine whether the Project goals were achieved. The specific goals for this Project, as determined by the COUNTY, are:

- 2.1. **Design** – *The new 16-bed Psychiatric Health Facility (PHF) and 4-bed Crisis Stabilization Unit (CSU) will function equally well as a setting for the delivery of public health services center, and as a community landmark. The project will expand access to PHF and CSU services to children and youth, comply with licensure and accessibility standards and ensure inpatient psychiatric services remain available in rural Humboldt County for decades to come.*
- 2.2. **Schedule and Cost** – *The Project design and construction will be completed within the approved schedule and within the authorized funds. Where possible, project tasks should be concurrent.*
- 2.3. **Psychiatric Health Facility Life Span** – *This facility should function effectively for several generations. The design shall support a logical and cost effective approach to new construction without undue disruption to **adjacent properties, businesses, pedestrian or vehicle traffic patterns**. The design shall accommodate change over time in psychiatric health services operations. Seismic design shall incorporate innovative and cost effective measures to ensure building stability and longevity.*
- 2.4. **Design Quality Assurance** – *Periodic peer review shall be sought throughout the phases of the Project for enhanced quality assurance.*
- 2.5. **Sustainable Design** - *The Project shall be designed for sustainability and to the standards of California Code of Regulations, Title 24 Building Energy Efficiency Standards and other current building codes.*
- 2.6. **Accessibility** – *Design of building shall reflect COUNTY’s mission to provide “access to psychiatric health services” for all, including equal access with the highest quality of service to the public. The building shall incorporate universal design concepts, to make the facility accessible to all users without treating persons with disabilities differently. All State and Federal accessibility codes shall be strictly adhered to.*
- 2.7. **Security** – *The design will provide for efficient and safe operations in a cost effective manner. Security measures for the building and site shall meet the requirements of the COUNTY and its Department of Health and Human Services (DHHS).*
- 2.8. **Durability, Quality and Efficiency** – *Ease of long-term maintenance is of great importance to the COUNTY. Materials and systems for the building and site should be chosen with regard to the amount of traffic, use and visibility of each space or area. Materials should be durable, operationally and energy efficient, easily cleaned/maintained, and environmentally friendly.*
- 2.9. **Commissioning** – *The COUNTY shall implement a total building commissioning program to ensure that the building systems perform interactively in accord with the design intent.*

3. Project Funding

3.1. Funding

- 3.1.1. Funding for the Preconstruction Phase is from BHCIP Grant Round 3 and Humboldt County funds.
- 3.1.2. Funding for the Construction Phase is also from BHCIP Grant Round 3 and Humboldt County funds.

4. Preliminary Project Schedule

i. Preconstruction Phase (including permitting and bidding)

1. Estimated start date of CMAR (Phase I - Contract executed): September 16, 2026 (tentative)
2. Estimated completion date of 100% Schematic Design Documents: September 16, 2026
3. Estimated completion date of 100% Design Development Documents: December 28, 2026
4. Estimated completion date of 100% Construction Documents: March 15, 2027

5. Estimated bidding period: June 7, 2027, through August 16, 2027
6. Estimated Award of Subcontractor (Trade) Contracts (CMAR Construction - Phase II Contract Amendment executed): October 11, 2027

ii. Construction Phase

1. Estimated start date: October 18, 2027
2. Estimated completion date: April 20, 2027

4.1. **Master Project Schedule.** The CMAR's Master Project Schedule shall not provide a schedule that has a later Completion date for the Construction Phase than indicated herein, unless approved in writing by the COUNTY.

5. Scope of Work

5.1. General

CMAR agrees to provide or perform, the Services and tasks set forth herein and in the Contract Documents and any other Services that are necessary, normal, customary, or incidental to the performance of CMAR's responsibilities for the Project and under any Phase. CMAR shall:

- 5.1.1. Provide sufficient number(s) of specialists and other workers with requisite skills and experience as appropriate for the successful Completion of the Project.
- 5.1.2. Perform the Services in collaboration with the COUNTY, the COUNTY's selected Architect(s), Construction Manager(s) and/or Engineer(s), the Project Manager and other third parties as identified by the COUNTY.
- 5.1.3. Prepare, organize, and distribute monthly progress reports in a timely manner in a format acceptable to the COUNTY.
- 5.1.4. Become familiar with the Construction Manager's Project Management Plan ("PMP") and Construction Management Plan ("CMP") which is the project management process utilized by the COUNTY to review its projects, for all phases of a project (pre-design through construction Completion) for compliance with budgets and schedules.
- 5.1.5. Conduct Project Status Meetings with the COUNTY, PHF representatives, the Project Team, other third party professionals and consultants working with the COUNTY, and/or State or local agencies as needed and directed by the nature of the work or as directed by the COUNTY during the course of the Work. The frequency and location of the Project status meetings will be as agreed with the COUNTY, however, Project Status Meetings shall be held not less than on a monthly basis. The location of the meetings will typically be in the locale of the Project or by virtual teleconference meeting unless otherwise agreed.
- 5.1.6. In addition to the Temporary Facility requirements found in Division 01 of the Contract Documents, the CMAR shall provide, as part of the General Conditions costs, parking spaces and field offices on the Project Site (or at another nearby location which is acceptable to the COUNTY at no additional cost to the COUNTY beyond the amount set forth in Exhibit B for the General Conditions costs for Temporary Facilities) for the duration of the Construction Phase of the Project for use by Project Team including, without limitation, COUNTY representatives, the Construction Manager, and the Construction Supervisor/Inspector. The field offices shall be insulated, heated, air conditioned, and shall include potable water, restrooms, chairs, desks, phones, data outlets, copier, fax line, laser printer, waste baskets, file cabinets, and all utilities including electricity and an enhanced wi-fi connection to the internet. Provide a minimum of (1) enclosed private office and (2) open-office cubicle hoteling work-stations.
- 5.1.7. Review and analyze drawings and documents prepared by COUNTY consultants, and make recommendations to the COUNTY regarding design errors and omissions, and constructability, of those documents.

- 5.1.8. Review the geotechnical investigation and report on the selected site as directed by the COUNTY.
- 5.1.9. Provide all Deliverables and Project correspondence in Adobe Acrobat.pdf format, Microsoft Word.doc format, and AutoCAD.dwg format, as indicated in the Contract Documents, or as agreed upon with the COUNTY, throughout the term of this Agreement.
- 5.1.10. Provide estimated construction cost breakdowns of the Project at times indicated intervals consistent with the stage of development of the Architect's drawings and specifications. The CMAR shall also consult with the Construction Manager and Architect as directed by the COUNTY.
- 5.1.11. Attend milestone review meetings with the COUNTY and Project team immediately before commencing each Project phase. At the milestone review meetings, assist the COUNTY in identifying goals for the upcoming work, examine the performance of the Project team against the goals in the preceding phase, and propose corrective measures as necessary or appropriate.
- 5.1.12. Conduct value analysis, constructability reviews and review workshops, in coordination with the Project Team, which shall include but shall not be limited to appropriate facilities, documentation of the findings and action items from each. CMAR shall maintain a database of actions taken or resolution of each finding or action item.
- 5.1.13. Consult with the COUNTY if the CMAR becomes aware of deficiencies, errors or omissions in the Contract Documents for the Project developed by the Architect or the COUNTY regardless of whether the deficiency became apparent before or after final approval of the Contract Documents by the COUNTY, Architect, and the CMAR at the end of the Preconstruction Phase and suggest satisfactory methods for correction of such deficiencies.
- 5.1.14. Assist the Architect and the COUNTY in providing Contract Documents that, at a minimum, reflect compliance with COUNTY standards and the Project parameters. Assist the COUNTY by advising of any perceived non-conformance to applicable statutes, building codes, regulations, rules, guidelines, and requirements.
- 5.1.15. Monitor construction-related approvals, including, but not limited to, written approvals by the Fire Marshal and the Building Department plan reviewers and inspectors..
- 5.1.16. Provide all necessary materials, facilities, and ancillary services (such as cleanup) necessary for provision of the Services not being provided by the Subcontractor(s) when necessary for the performance of the Services during construction and for Completion of the construction.
- 5.1.17. Provide a written description of CMAR's quality assurance program ("QA Program") commencing with the Preconstruction Phase. The QA Program shall be designed to advance the goal of achieving a quality Project, within schedule and budget, in compliance with the terms of the Contract Documents. Provide a written description of CMAR's quality control program ("QC Program") for the Construction Phase. CMAR shall submit the QA and QC Programs to the COUNTY within twenty (20) days of commencement of each phase. The COUNTY shall have the right to review the QA and QC Program, and use of the QA and QC Program are subject to the COUNTY's written approval. At a minimum the following shall apply:
 - 5.1.17.1. The QC Program shall cover all activities affecting quality performed by CMAR and CMAR's Subcontractors.
 - 5.1.17.2. The CMAR shall provide the COUNTY access to its records documenting implementation of the Programs ("QA Records and QC Records"). CMAR shall retain and maintain identifiable, legible, and retrievable QA and QC Records for the duration of the Project. CMAR shall submit QA and QC records to the COUNTY upon the Completion of each phase of the work.
 - 5.1.17.3. As part of its QA Program, and at a minimum the CMAR shall ensure that all drawings and specifications shall be reviewed and checked by at least one individual knowledgeable in the same discipline as the professional who prepared the drawings and specifications, with the goals of:

- 5.1.17.3.1. Advising COUNTY of the completeness of the drawings and specifications;
- 5.1.17.3.2. Assuring a high level of construction quality; and
- 5.1.17.3.3. Avoiding Change Orders which are caused by conflicts, ambiguities, inaccuracies, and deficiencies in the construction drawings and specifications.

5.1.17.4. The QA Program will identify the specific methodology that will be used to cross-check drawings of the various disciplines for completeness and accuracy at each submittal stage.

5.1.18. **LEED Certification – Not Required.**

5.1.19. **Peer Review.** COUNTY may conduct peer reviews of the Design Documents during all design Phases of the Project. In the event that the COUNTY conducts such peer reviews, CMAR shall assist, review, coordinate, opine and cooperate with the COUNTY, the COUNTY's peer reviewers, the Construction Manager, the Project Manager, the Architect and all other design professional(s) of the Project with respect to responding to any comments, concerns or other issues raised in such peer reviews.

5.1.20. **Plan Review.** COUNTY may conduct plan reviews of the Design Documents to verify compliance with minimum code requirements during all design Phases of the Project. In the event that the COUNTY conducts such plan reviews, CMAR shall assist, review coordinate, opine and cooperate with the COUNTY, the COUNTY's plan reviewers verifying compliance with minimum applicable codes, other providers of plan reviewers, the Architect and all other design professional(s) of the Project with respect to responding to any comments, concerns or other issues raised in such plan reviews.

5.1.21. **Commissioning.** CMAR shall perform specific Services during the Construction Phase of the Project to assist, review, coordinate, opine and cooperate with the COUNTY's commissioning authority, other providers of commissioning services for the COUNTY, the Construction Manager, the Project Manager, the Architect and all other design professional(s) of the Project.

5.2. Preconstruction Phase.

5.2.1. The COUNTY authorizes the Preconstruction Phase. CMAR shall work in coordination with the COUNTY, the Project Architect or Engineer, the Construction Manager, and other third parties (as necessary and authorized by the COUNTY), to provide the following:

5.2.1.1. **Value Analysis:** Conduct value analysis workshops at 100% Design Development and 50% Construction Drawings stages to confirm that all project and construction costs have been identified. Lead the activities of COUNTY, Architect, Construction Manager, the Project Manager, and other project participants in the value analysis and verify the cost-effectiveness of the design and the conformance of the design or construction documents budget amounts COUNTY provides to the CMAR, and quality standards set by the COUNTY.

5.2.1.2. **Life Cycle Cost Analysis:** CMAR shall perform/update a Life Cycle Cost Analysis on design alternatives for building enclosure, HVAC, and Electrical (normal and low-voltage) systems at 100% Schematic Design and 100% Design Development stage. Life Cycle Cost Analysis shall include, but is not limited to:

- 5.2.1.2.1. Initial cost of system;
- 5.2.1.2.2. Energy consumption costs, based on the energy analysis prepared by the Architect;
- 5.2.1.2.3. Maintenance and custodial costs;
- 5.2.1.2.4. Life expectancy (may require life expectancy of subsystems);
- 5.2.1.2.5. Replacement costs (if applicable); and
- 5.2.1.2.6. Total cost of ownership over thirty (30) years.

5.2.1.3. **Constructability Reviews:** CMAR shall perform, without limitation, a review of all plans and specifications for fire and life safety, structural, mechanical, electrical, plumbing, telecommunications, data and security. In addition to this review, the CMAR shall make recommendations regarding any items the CMAR finds during that review including, without limitation and only by way of example, the location of fire and life safety devices, The CMAR shall reconcile and coordinate those recommendations and other issues with the Project Team. After reviewing all design documents for completeness and constructability, the CMAR shall make recommendations and provide information and cost comparisons regarding construction materials, methods, systems, and phasing, to ensure efficient construction to the Project Team. Constructability reviews shall be conducted on 100% Design Development and 100% Construction Drawings documents. These reviews shall be conducted with the Project Team and shall reconcile all recommendations.

5.2.1.4. **Cost Control Management:** CMAR shall prepare, based upon Design Documents prepared by the Architect or Engineer and identified by the COUNTY, its own cost estimate of the total construction cost of the Project at several times, as required in the Contract Documents. CMAR shall compare their cost estimate with the cost estimate independently prepared by the Architect or Construction Manager, if provided for these same design documents and endeavor to resolve discrepancies in the estimates to the satisfaction of the COUNTY, and with the goal that both cost estimates are less than or equal to the budget amounts COUNTY provides to the CMAR. CMAR shall recommend, if necessary, appropriate modifications of the Design Documents to lower both the CMAR's and the COUNTY's independent estimates to amounts equal to or lower than the budget amounts COUNTY provides to the CMAR. CMAR's cost estimates shall be provided according to Unifomat standards and as specified below, and arranged in Unifomat format (a building systems organization format). Construction cost estimates shall be developed/updated and submitted as a part of each of the following submittals:

5.2.1.4.1. Preconstruction Phase – Design Milestones

5.2.1.4.1.1. 100% Schematic Design milestone; Unifomat format elemental categories and detailed to Level 4; and additionally in CSI format.

5.2.1.4.1.2. 100% Design Development milestone; Uniformed format elemental categories and detailed to Level 4 and additionally in CSI format.

5.2.1.4.1.3. 50% Construction Drawings milestone; Uniformed format elemental categories and detailed to Level 4 and additionally in CSI format.

5.2.1.4.2. Each cost estimate shall:

5.2.1.4.2.1. Reflect the best professional estimate of actual costs anticipated.

5.2.1.4.2.2. Establish internal estimating allowances, consistent with good professional practice, appropriate to the phase of development. Larger allowances are assumed held at early phases gradually diminishing to zero at the completion of final cost estimate.

5.2.1.4.2.3. Adjust reported cost values to contract value. Do not advance costs to the estimated start of construction, mid-point of construction or to present day values unless otherwise directed by the COUNTY.

5.2.2. CMAR shall provide the Master Schedule for Construction of the Project, which must, unless modified by a written amendment to this Agreement, and regardless of weather conditions, be completed on or before the date indicated in the Agreement. The Master Schedule for Construction of the Project, shall be submitted with the Guaranteed Maximum Price.

5.2.3. **SWPPP:** CMAR shall review the COUNTY's Storm Water Pollution Prevention Plan ("SWPPP") and shall ensure that it can perform all of the duties and responsibilities of the Qualified SWPPP Practitioner ("QSP").

CMAR shall perform all duties and responsibilities of the QSP for the Project, including without limitation, inspection and documentation of the Best Management Practices for the approved SWPPP.

5.2.4. **Approvals:** CMAR shall monitor all regulatory approvals required during the Preconstruction Phase.

5.2.5. Authorization to proceed with each succeeding step in the design process is contingent upon the COUNTY's written Acceptance of the CMAR's independent cost estimate, which when evaluated must be equal to or less than the budget amounts COUNTY provides to the CMAR.

5.2.6. Upon successful completion of all activities and the successful provision of all deliverables of the Preconstruction Phase specified above, the COUNTY, the Project Team, and the CMAR shall, in a written and signed document, designate the names, versions, and revision numbers of the final Contract Documents and Master Schedule for the Construction Phase of the Project.

5.2.7. Upon the COUNTY's written approval of the final Design Documents, the Design Documents are incorporated into and become an integral part of the Contract Documents, and upon approval of the Master Schedule applicable to the Construction Phase, the CMAR is authorized to begin the activities of the preparation of subcontractor bid packages.

5.2.8. Subcontractor Bidding.

5.2.8.1. CMAR shall provide to the COUNTY a written plan for the division of the construction activities of the Construction Phase work into bid packages.

5.2.8.2. Each bid package shall include a copy of all of the Contract Documents.

5.2.8.3. CMAR may include, in the bid packages, legal terms and conditions standard to the CMAR for the type and duration of the Subcontractor engagements contemplated by this Agreement, however, such terms and conditions shall not be such that they shall be considered onerous and likely to result in higher bid prices.

5.2.8.4. Bid packages shall be logical, inclusive and distinct.

5.2.8.5. Bid packages shall include information concerning the COUNTY's OCIP and the CMAR's Project site safety program.

5.2.8.6. Notwithstanding COUNTY's review of the bid packages, CMAR warrants the bid packages developed shall conform to the provisions of the Agreement. Any omissions, errors, or ambiguities in the bid packages shall be construed against the CMAR and in favor of the COUNTY.

5.2.8.7. Each bid package shall include a statement of work specifying all work to be performed by that subcontractor for the portion of the work as shown in the Contract Documents to be solicited, and shall include a schedule or due dates that requires the performance of the work within the timeframe established for such time in the Master Project Schedule for the Construction Phase of the Project. Bid packages shall only solicit fixed price bids or Time and Materials bids with a fixed not-to-exceed amount.

5.2.8.8. Bid packages shall be sufficiently comprehensive to secure competitive bids for provision of all of the Construction Phase work of the Project, as documented in the approved Contract Documents.

5.2.8.9. Individual packages shall, if the COUNTY so directs, include a number of additive or deductive alternates acceptable to the COUNTY. If the bid packages developed include alternates that require the selection and use of particular other alternate(s) in order to ensure the constructability of the Project, the CMAR shall identify them, in writing, to the COUNTY.

5.2.8.9.1. If appropriate, the Master Project Schedule will be provided in trade contractor bid packages. The trade contractor bid packages shall include sufficient information regarding the timing of work being bid to ensure that the Project can be constructed

within the approved Master Project Schedule for the Construction Phase of the Work, and shall provide terms and conditions that will inform prospective Subcontractors that they will be bound to performance within the established Master Project Schedule.

- 5.2.8.10. All bid packages shall be provided to the COUNTY as a single deliverable, and are subject to review by the COUNTY.
- 5.2.8.11. Upon the COUNTY's written review of the division of the construction activities into Subcontractor Bid Packages, the CMAR is authorized to begin solicitations for Subcontractor bidding. Notwithstanding this review of the Subcontractor Bid Packages, it shall remain the CMAR's obligation to ensure all scopes of Work for the Project are accounted for in the Subcontractor Bid Packages.
- 5.2.8.12. CMAR shall competitively bid the subcontractor bid packages as required herein and in the other Contract Documents, including without limitation:
- 5.2.8.12.1. **Subcontractor Bids.** CMAR shall advertise in trade venues acceptable to the COUNTY for open public bidding that meets the Humboldt County Purchasing requirements and California Public Contract Code. CONTRACTOR shall be required to comply with any and all applicable requirements of the Uniform Public Construction Cost Accounting Act as set forth in California Public Contract Code (PCC) §22000 *et seq.*
- 5.2.8.12.2. CMAR shall receive Subcontractor bids for bid packages and shall verify:
- 5.2.8.12.2.1. Completeness;
- 5.2.8.12.2.2. That each Subcontractor has agreed to be bound by Contract Documents; and
- 5.2.8.12.2.3. That each Subcontractor has agreed to perform within a period of time that will ensure completion of the Project in accordance with the Master Project Schedule.
- 5.2.8.12.3. Provided that each Subcontractor bid complies with all of the above, the Subcontractor bid shall be considered a conforming bid unless otherwise directed in writing by the COUNTY. If insufficient conforming Subcontractor bids are received, CMAR shall repeat the above solicitation process until CMAR receives at least three (3) conforming Subcontractor bids.
- 5.2.8.12.4. When sufficient conforming Subcontractor bids have been received, the CMAR, under the observation of the COUNTY and the Construction Manager, shall identify that combination of bids and alternates as the COUNTY may elect to accept that has the lowest cost while ensuring the timely construction of the Project.

5.2.9. Calculation of GMP.

- 5.2.9.1. Based on the GMP that the CMAR provides to the COUNTY, the COUNTY shall have the option to take the following action:
- 5.2.9.1.1. Proceed with the Construction Phase of the Project;
- 5.2.9.1.2. Terminate this Agreement;
- 5.2.9.1.3. Provide additional funds as required to authorize the Project; or
- 5.2.9.1.4. At the COUNTY's option, have the Architect or Engineer and CMAR repeat the appropriate and necessary activities of the Preconstruction Phase, with the goal of modifying the Design Documents or period of proposed construction to reduce the total cost of the resultant combination of bids and alternates. CMAR shall endeavor

to mitigate any time lost due to re-bids or due to the time needed for the COUNTY to obtain any additional funding when revising the Master Schedule for the Construction Phase of the Project. Until GMP acceptable to the COUNTY is reached, this re-bidding process may be repeated a second time at the discretion of the COUNTY, and the COUNTY shall have the same options specified above.

- 5.2.9.1.5. If the second re-bid fails to produce a total construction cost less than or equal to an amount acceptable to the COUNTY, this Agreement may be terminated by the COUNTY.
- 5.2.10. In the event of termination, CMAR shall be paid in full for all Services provided through the end of the Preconstruction Phase, and neither Party shall have any further claims or liability for damages to the other with regard to the Services provided, on this Agreement.
- 5.2.11. CMAR shall, upon authorization of the Construction Phase by the COUNTY, provide the Construction Services. CMAR shall warrant the Subcontractor bid packages against ambiguities, conflicts, or omissions.

5.3. Construction Phase.

- 5.3.1. Upon COUNTY's authorization of the Construction Phase of this Agreement, CMAR agrees to execute an Amendment to this Agreement with all of its exhibits and attachments completed in accordance with the approved Contract Documents and the Master Schedule.
- 5.3.2. CMAR shall provide the Construction Services and shall be responsible for the construction of the Project pursuant to the Contract Documents.
- 5.3.3. CMAR shall be paid not more than the GMP price for the Work. Payments will be made in accordance with the Contract Documents.
- 5.3.4. CMAR shall enter into contracts with the Subcontractors responsible for the bid / alternates selection that resulted in the GMP price to perform the Construction work.
- 5.3.5. The CMAR shall conduct a preconstruction conference with the Subcontractors, Architect, Project construction and safety inspector(s), Construction Manager, Project Manager and other appropriate persons. At this meeting the CMAR shall prepare necessary documents or schedule appropriate persons to explain the specific Project requirements, as follows:
 - 5.3.5.1. The meeting agenda,
 - 5.3.5.2. A list of construction procedures for clarifications, Change Orders, shop drawings, progress payments, field testing and inspection,
 - 5.3.5.3. The construction quality management program,
 - 5.3.5.4. The safety program, and
 - 5.3.5.5. The pre-construction conference notes.Except for the CMAR-Procured Equipment, the COUNTY will purchase, construct and install furniture, fixtures and equipment through other means, but the COUNTY requires the CMAR to coordinate its efforts with the COUNTY's efforts during the installation, construction, powering and commissioning of all furniture, fixtures and equipment, including the CMAR-Procured Equipment.
- 5.3.6. The CMAR will conduct bids for procurement of CMAR-Procured Equipment. Those procurements will be conducted economically and expeditiously, under fair competition, and in accordance with best procurement practice. The process requires the solicitation of bids, quotes, or proposals (collectively, offers) from providers, the evaluation of responses against predetermined criteria and the award to the potential vendor that best satisfies the stated criteria. All procurements and awards of CMAR-Procured Equipment are subject to COUNTY approval. Notwithstanding COUNTY's review of the bid packages, CMAR warrants the bid packages developed shall conform to the provisions of the Contract Documents. Any omissions, errors, or ambiguities in the bid packages of CMAR-Procured Equipment shall be construed against the CMAR and in favor of the COUNTY.

5.3.7. **SWPPP:** CMAR shall be the Qualified SWPPP Practitioner (“QSP”) and shall perform all duties and responsibilities of the QSP for the Project, including without limitation, inspection and documentation of the Best Management Practices for the approved SWPPP.

5.3.8. **Monthly Master Project Schedule Update:** CMAR shall submit to the COUNTY each month an updated Master Project Schedule. The CMAR will be paid each month based upon its updated and approved Master Project Schedule. The updated Master Project Schedule shall be prepared by the CMAR per the General Conditions and Division 01 Scheduling Specification.

6. **Insurance.** This Agreement shall not be executed by COUNTY, and CMAR is not entitled to any rights hereunder, unless certificates of insurance, or other sufficient proof that the following provisions have been complied with, are received by the Humboldt County Risk Manager or a designee thereof.

Preconstruction Phase. During the Preconstruction Phase, CMAR shall comply with the following insurance requirements:

6.1.1 General Insurance Requirements. Without limiting CMAR’s indemnification obligations set forth herein, CMAR, and its subcontractors hereunder, shall take out and maintain, throughout the Preconstruction Phase of this Agreement, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CMAR or its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

6.1.1.1 Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, without limitation, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.

6.1.1.2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).

6.1.1.3. Workers’ Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.

6.1.1.4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which CMAR may be exposed to liability regarding the services provided pursuant to the terms and conditions of this Agreement. CMAR shall require that such coverage be incorporated into its professional services agreements with any other entities.

6.1.2 Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

6.1.2.1. The Comprehensive or Commercial General Liability Policy shall provide that AHP and the “State Department of Health Care Services on behalf of the State (Agreement No.: 24-40117)”, and the COUNTY, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, CMAR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:

- 6.1.2.1.1. Includes contractual liability.
- 6.1.2.1.2. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, referred to as “XCU Hazards.”
- 6.1.2.1.3. Is the primary insurance with regard to COUNTY.
- 6.1.2.1.4. Does not contain a pro-rata, excess only and/or escape clause.
- 6.1.2.1.5. Contains a cross liability, severability of interest or separation of insureds clause.
- 6.1.2.2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice requirements set forth herein. It is further understood that CMAR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
- 6.1.2.3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer’s liability.
- 6.1.2.4. For claims related to this Agreement, CMAR’s insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CMAR’s insurance and will not be used to contribute therewith.
- 6.1.2.5. Any failure to comply with the terms and conditions of this Agreement shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
- 6.1.2.6. CMAR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CMAR does not keep all required policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to CMAR under this Agreement.
- 6.1.2.7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CMAR shall be required to purchase additional coverage to meet such aggregate limits.
- 6.1.3. Insurance Notices. Any and all notices regarding the insurance required pursuant to the terms and conditions of this Agreement shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

COUNTY: County of Humboldt
 Attention: Risk Management
 825 Fifth Street, Room 131
 Eureka, California 95501
 Email: riskmgmt@co.humboldt.ca.us

CMAR: [Name of CMAR]
 Attention: [Name of Contact Person], [Job Title]
 [Street Address]
 [City], [State] [Zip Code]
 [Email: Address]

- 6.1.4. Joint Ventures. If CMAR is an association, partnership, or other joint business venture, the insurance required in this section shall be provided by any one of the following methods, any of which shall be subject to all of the requirements stated herein:
- 6.1.4.1 Separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured.
- 6.1.4.2 Joint insurance program with the association, partnership, or other joint business venture included as a named insured.
- 6.1 **Construction Phase.** During the Construction Phase, CMAR shall comply with the insurance requirements set forth in the General Conditions which are attached to this Agreement as Exhibit H.

SAMPLE

Attachment 6, Exhibit B to CMAR Agreement

Exhibit B to CMAR Agreement

Price and Payment Detail

The “Part A” portion must be completed and approved by the COUNTY prior to execution of this Agreement and must include, based upon CMAR’s Proposal, CMAR’s fee for the Preconstruction Phase; CMAR’s fee for the Construction Phase; and CMAR’s general conditions costs during the Construction Phase. The “Part B” portion must be completed and approved by the COUNTY prior to commencement of the Construction Phase which amounts shall be based upon the Initial Pricing information and updated based upon the amount of the Direct Cost of Work.

Part A

1. **Required Pricing Prior to the Preconstruction Phase.** The following items shall be completed and agreed to at the execution of the CMAR Agreement:

The CMAR’s total compensation for its Services during the Preconstruction Phase	\$0.00
The CMAR’s Pre-Selected Subcontractor’s total compensation for its Services during the Preconstruction Phase : <ul style="list-style-type: none"> - Plumbing Subcontractor (Optional) - HVAC/Mechanical Subcontractor (Optional) - Electrical/Low Voltage/Fire Alarm Subcontractor (Optional) - Elevator Subcontractor (Optional) - Fire Sprinkler Subcontractor (Design-Build Subcontract, provide engineered Fire Sprinkler Shop Drawings to be submitted with Architect’s Permit Application)(Mandatory) 	<ul style="list-style-type: none"> \$ _____ (Optional) \$ _____ (Optional) \$ _____ (Optional) \$ _____ (Optional) \$ _____ (Mandatory)
Total of CMAR’s general conditions in its performance of the Work of the Construction Phase as a total price . See the requirements for the CMAR’s general conditions herein below under the pricing for the “Construction Phase.” This includes , but is not limited to, subcontractor bidding, the fee, general conditions costs (including all division 00 and 01 specification sections) to coordinate with the COUNTY in the COUNTY’s procurement, construction or installation of furniture, fixtures and equipment	\$ _____
CMAR’s Project Contingency for the Construction Phase, stated as a percentage of the Direct Cost of the Work.	_____ %
Total of CMAR’s Fee (including all profit and overhead) for the Construction Phase, stated as a percentage of the Direct Cost of the Work including CMAR’s Project Contingency.	_____ %
Total of Pre-Selected Subcontractor’s Fees (including all profit and overhead) for the Construction Phase, stated as a percentage of the Direct Cost of Work for their respective scope of work: <ul style="list-style-type: none"> - Plumbing Subcontractor (Optional) - HVAC/Mechanical Subcontractor (Optional) - Electrical/Low Voltage/Fire Alarm Subcontractor (Optional) - Elevator Subcontractor (Optional) - Fire Sprinkler Subcontractor (Mandatory) 	<ul style="list-style-type: none"> _____ % _____ % _____ % _____ % _____ %

Pre-Identification of potential CMAR self-performed work by trade (i.e. Concrete, Framing, Etc.) and the Total of CMAR's Fee (including all profit & overhead) for the Construction Phase, stated as a percentage of the Direct Cost of the self-performed work by CMAR: <ul style="list-style-type: none"> - [trade or scope – TBD] - [trade or scope – TBD] 	_____ % _____ %
Total of Pre-Selected Subcontractor's Bonding Cost for the Construction Phase, stated as a percentage of the Direct Cost plus the CMAR's Fee for the Project: <ul style="list-style-type: none"> - Plumbing Subcontractor (Optional) - HVAC/Mechanical Subcontractor (Optional) - Electrical/Low Voltage/Fire Alarm Subcontractor (Optional) - Elevator Subcontractor (Optional) - Fire Sprinkler Subcontractor (Mandatory) 	_____ % _____ % _____ % _____ % _____ %

1. Method of Payment During Preconstruction Phase.

The CMAR shall submit an invoice for the Work successfully completed and approved for that month, billed as a percentage of the total fixed price for the Services of that Phase. Upon receipt of the invoice, COUNTY will either approve the invoice for payment or give the CMAR specific written reasons why part or all of the payment is being withheld and what remedial actions the CMAR must take to receive the withheld amount. Such invoices shall clearly indicate:

- (i) The Contract number;
- (ii) A unique invoice number;
- (iii) The CMAR's name and address;
- (iv) Taxpayer identification number;
- (v) Name of the Phase of the Project being invoiced;
- (vi) Brief description of the Work performed in the billing period;
- (vii) Percentage of the Phase being billed in the invoice as a percent and in dollars;
- (viii) Amount of Retention to be withheld from the invoice
- (ix) Net amount to be paid for the invoice;
- (x) Percentage of the total Phase billed to date, expressed as a percent and in dollars;
- (xi) Total amount of Retention withheld to date.

2. Retention Related to the Preconstruction Phase Payments

The COUNTY shall withhold payment of an amount equal to 5 percent from all payments made for invoices submitted as above and paid. Upon successful completion of all of the activities and provision of all deliverables of a Phase, CMAR shall submit an Acceptance and Signoff Form (Exhibit D) detailing the amount of each individual retention, with a total of all retentions, to the Project Manager. The COUNTY's Project Manager shall review the Acceptance and Signoff Form, and, applying the Acceptance Criteria, will either approve the Form in full, or give the Contractor specific written reasons why approval is being withheld, and return to the CMAR. Upon receipt of a COUNTY signed Acceptance and Signoff form, the CMAR shall submit an invoice for the retentions to the Project Manager.

Part B

1.	<p><u>Total Contract Amount</u></p> <p>The total of the amounts in boxes 2 & 3. (Fixed Price for Preconstruction Phase + GMP)</p>	<p>\$ _____</p>
2.	<p>The CMAR's total compensation for its Services during the Preconstruction Phase</p> <p>(THIS WILL BE RESTATED AT THIS TIME BUT IS INTENDED TO EQUAL THE AMOUNT INDICATED ABOVE IN THE "PRECONSTRUCTION PHASE" OF THIS EXHIBIT B.)</p>	<p>\$ _____</p>
3.	<p>The CMAR's total compensation for the Construction Phase is the Guaranteed Maximum Price (GMP), which is the total of the sub-amounts (grey boxes) below</p>	<p>\$ _____</p>
<p>Total Direct Cost of the Work, which is the sum of: (1) all Subcontractor costs detailed below, including all Subcontractor bond costs or CMAR-provided Subcontractor default insurance protection in lieu of Subcontractor bonds (e.g., SubGuard), if any. and (2) all Allowance(s) costs detailed below</p>		<p>\$ _____</p>
<p>Total Subcontractor costs which is the sum of all Subcontractor costs detailed below (Add Lines as Required)</p>		<p>\$ _____</p>
<p>Subcontractor: Scope:</p>		<p>\$ _____</p>
<p>Subcontractor: Scope:</p>		<p>\$ _____</p>
<p>Subcontractor: Scope:</p>		<p>\$ _____</p>
<p>Subcontractor: Scope:</p>		<p>\$ _____</p>
<p>Subcontractor: Scope:</p>		<p>\$ _____</p>
<p>Subcontractor: Scope:</p>		<p>\$ _____</p>
<p>Total Allowance(s) which is the sum of all Allowances detailed below</p>		<p>\$ _____</p>
<p>Allowance – _____.</p>		<p>\$ _____</p>
<p>Allowance – _____.</p>		<p>\$ _____</p>
<p>Allowance – _____.</p>		<p>\$ _____</p>
<p>CMAR's Fee (including all profit and overhead) during the Construction Phase, which is stated as a dollar amount, but which is determined as a percentage of the Direct Cost of the Work</p>		<p>\$ _____</p>

<p>Total of CMAR's general conditions in its performance of the Work, which is the sum of all items detailed below.</p> <p>(THE ITEMS THAT THE CMAR SHALL INCLUDE AS CMAR'S GENERAL CONDITIONS MUST COMPLY WITH THE COUNTY APPROVED "CMAR'S GENERAL CONDITIONS TABLE" PURSUANT TO THE CMAR'S PROPOSAL FOR THIS PROJECT, WHICH WILL BE ATTACHED AS EXHIBIT B-1 TO THE CMAR AGREEMENT.)</p>	\$ _____
Labor Costs	\$ _____
Materials	\$ _____
Equipment	\$ _____
Temporary Facilities	\$ _____
Insurance (non-OCIP)	\$ _____
Bonds, <u>not</u> including Subcontractor bond costs or CMAR-provided subcontractor default insurance protection in lieu of Subcontractor bonds (e.g., SubGuard).	\$ _____
[Other]_____	\$ _____
[Other]_____	\$ _____
<p>Project Contingency (_____% of _____ [Direct Cost of the Work).</p>	\$ _____

**Exhibit B-1
to CMAR Agreement**

CMAR's General Conditions Table

**[THIS TABLE CAN ONLY BE REVISED
UPON PRIOR WRITTEN APPROVAL OF THE COUNTY.]**

- If CMAR intends to include additional items or price items in a different category than indicated below, CMAR must obtain COUNTY's prior written approval.
- This table is not intended to be an exhaustive list of all components of the Project that the CMAR must perform or provide to complete the Project. The General Conditions scope of work is inclusive of **all Division 00 and Division 01 Specification requirements.**

Project (On Site Jobsite Staff)	CMAR's General Conditions in its Performance of the Work	Direct Cost of Work
Project Executive	X	
Project Manager	X	
Project Superintendent	X	
Project Engineer	X	
Scheduling Engineer	X	
Field Engineer	X	
Record Drawings	X	
Independent Surveyor		X
Safety officer	X	
Temporary Utilities		
Telephone Installation	X	
Telephone Monthly Charges	X	
Elect Power Installation	X	
Elect Power Distribution Wiring	X	
Elect Power Monthly Charges	X	
Water Service - Installation	X	
Water Service - Monthly Costs	X	
Heating & Cooling Costs	X	
Light Bulbs & Misc. Supplies	X	
Clean-Up-Periodical		X
Clean-Up-Final		X
Dump Permits and Fees		X
Recycling/Trash Dumpster Removal/Hauling	X	
Flagger/Traffic Control		X
Dust Control		X
Trash Chute & Hopper	X	

Temporary Facilities	CMAR's General Conditions in its Performance of the Work	Direct Cost of Work
Office Trailer/Rental	X	
Storage Trailer & Tool Shed Rental	X	
Office Furniture/Equip/Computers	X	
Xerox Copies/Misc Printing	X	
Postage/UPS/FedEx	X	
Project Photographs	X	
Temporary Toilets	X	
Project Sign	X	
Temporary Fencing/Enclosures	X	
Barricades	X	
Temporary Stairs	X	
Opening Protection	X	
Safety Railing & Nets	X	
Drinking Water/Cooler/Cup	X	
Safety/First Aid Supplies	X	
Fire Fighting Equipment	X	
Temporary Parking	X	
Watchman Service	X	
Miscellaneous Project Costs		
CMAR's Insurance not covered by OCIP	X	
CMAR's Payment & Performance Bonds	X	
Printing - Drawings & Specifications	X	
Facility Operator/Training	X	
Travel / Mileage - Expenses	X	
Hoisting		
Crane Rental		X
Crane Operators		X
Crane Safety Inspections		X
Erect & Dismantle Crane		X
Fuel, Repairs, Maintenance		X
Safety Inspections	X	
Forklift Rental		X
Forklift Operator		X
Forklift Safety Inspections		X
Fuel, Repairs, Maintenance		X

Exhibit C
to CMAR Agreement

PROJECT COST RESPONSIBILITY MATRIX

New Sempervirens
Psychiatric Health Facility

Project Cost
Responsibility Matrix

SAMPLE

**Exhibit C
to CMAR Agreement**

PROJECT COST RESPONSIBILITY MATRIX

**Exhibit C
to CMAR Agreement**

PROJECT COST RESPONSIBILITY MATRIX

This Project Cost Responsibility Matrix determines items that are the CMAR’s responsibility, but does not indicate whether each item is part of the CMAR’s general conditions or the CMAR’s Direct Cost of the Work. That determination is controlled by the COUNTY approved “CMAR’s General Conditions Table” which is attached to the CMAR Agreement as Exhibit B-1.

CFCI CMAR Furnished and Installed
 OFOI Owner Furnished and Installed
 OFCI Owner Furnished Contractor Installed
 NA Not Applicable

ITEM	CFCI	OFOI	OFCI	NA
I. PROPERTY ACQUISITION / DEVELOPMENT				
Removal of existing below grade structures	√			
On-Site Utilities Relocation and/or Removal	√			
Off-Site Utilities Improvements	√			
Utility connection charges and fees		√		
Street/sidewalk/off-site improvements	√			
Security fencing and gates	√			
Surface parking, driveways, receiving area	√			
Site development, landscape, drawings, lighting	√			
New street trees	√			
Retaining walls, stairs, ramps	√			
PHF building construction including MEP/FP systems	√			
II. HAZARDOUS MATERIAL ABATEMENT				
Building				√
Site	√			
III. PROFESSIONAL SERVICES				
Architecture and Engineering Design Fees		√		
Design-Build Subcontractor Design Fees	√			
Project Management Fees		√		
Geotechnical & Survey		√		
Materials Testing & Inspection		√		
Third Party Commissioning		√		
LEED Consultant & Certification Fees				√

	Plan Checking/Building Department, Fire Marshall and Peer Reviews		√		
	Post Occupancy Evaluations				√
	Construction Phase OCIP Insurance – On-site		√		
	Construction Phase Insurance – Off-site	√			
	Builder’s Risk Insurance (part of OCIP)		√		
	Preconstruction Phase Insurance	√			
	CEQA / Due diligence management and mitigation				√
IV.	SYSTEMS, FURNISHINGS & EQUIPMENT¹				
A.	BUILDING SYSTEMS				
	Uninterruptible Power Supplies (UPS)	√			
	Emergency Generator and ATS	√			
	Security Cabling & Equipment (Building)	√			
	Telecom / AV / Data Network; Routers, Switches		√		
	Communication Cabling, Outlets & Equipment Racks	√			
	Audio-Visual System, Equipment & Infrastructure	√			
	Audio Reinforcement System, Equipment & Infrastructure (assistive listening , teleconferencing, public address, paging and other systems)	√			
	Building Controls Systems	√			
	Satellite Dish				√
B.	FURNITURE				
	Furniture (Fixed)	√			
	Loose Furniture (Case goods, tables, chairs, dining, living, treatment, beds, etc.)		√		
	Office Furniture (file cabinets, bookcases, shelving units)		√		
	Modular Workstations / System Furniture		√		
	Storage Racks, Shelving, High Density Files	√			
C.	FURNISHINGS				
	Window Treatments	√			
	Markerboards and tack boards	√			
	Lockers	√			
	Site Furniture	√			
D.	EQUIPMENT (see FF&E Option)				
	Building Maintenance / Window Washing Equipment	√			
	Commercial Kitchen Appliances	√			
	Kitchen Equipment: Walk-Ins, Stainless Steel Counters, Sinks, Storage Shelving, Appliances, etc.	√			
	Vending machines		√		

	Loading dock equipment	√			
	Cellular/Radio Frequency (RF) and IP wireless systems (TBD - if required by AHJ)	√			
E.	SIGNAGE (static or dynamic)²				
	Directional Signage	√			
	Informational and Identification Signage	√			
	Code Required Signage	√			
F.	OTHER ITEMS				
	Public Art		√		
	Artwork in Non-Public Spaces		√		
	Interior Plants		√		

NOTES:

1. **CFCI** items are to be procured and installed by CMAR.
OFOI items will be procured and installed by the COUNTY, but the COUNTY requires the CMAR to coordinate its efforts with the COUNTY's efforts during the installation, construction, powering and commissioning of all OFOI items.
If the COUNTY selects the **FF&E Option** (See Exhibit B, Part A) in the Contract, then the CMAR will perform all services to solicit bids or proposals, purchase, construct and install these items as indicated in the **FF&E Option**. If the COUNTY does not select the **FF&E Option**, then items in the FFE column will be OFOI items.
2. COUNTY provides graphic of county and HHSA seal for inclusion in Project.

Exhibit D
to CMAR Agreement

ACCEPTANCE AND SIGN-OFF FORM
FOR ALL PHASES PRIOR TO CONSTRUCTION PHASE

Description of Deliverable provided by CMAR:

Work is:

1) Submitted on time: yes no. If no, please note length of delay and reasons.

2) Complete: yes no. If no, please identify incomplete aspects of the Work.

3) Technically accurate: yes no. If no, please note corrections required.

Please note level of satisfaction:

Poor Fair Good Very Good Excellent

Comments, if any:

Work is accepted

Work is unacceptable as noted above

Name: _____

Title: _____

Date: _____

Attachment 6, Exhibit E to CMAR Agreement

Exhibit E to CMAR Agreement

SUBCONTRACTORS TO CONTRACTOR

For each Subcontractor, list the Subcontractor's legal name, location of Subcontractor's main office, and Contract work to be performed.

Subcontractor Legal Name	Location of Subcontractors Main Office	Scope of work that Subcontractor will Perform	CSLB Lic. #	DIR Reg. #

**Exhibit G to
CMAR Agreement**

SAMPLE OCIP CONTRACTORS INSURANCE PROCEDURE MANUAL

The actual OCIP that the COUNTY will implement on the Project may vary from the attached sample

**[Provided as
separate
document to the
CMAR
Agreement]**

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Humboldt County
New Psychiatric Health
Facility

**Owner Controlled
Insurance Program
Contractors Insurance
Procedures Manual**

May 27, 2026

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DRAFT

1.0 INTRODUCTION

1.1 Overview

Humboldt County (Sponsor) has elected to use an Owner Controlled Insurance Program (OCIP) for the New Psychiatric Health Facility (Project). Under such a program, the Sponsor purchases certain insurance policies for protection of some (but not all) of the insurable risks that exist on a construction project. The insurance purchased by the Sponsor will be endorsed to extend coverage of the policy to any enrolled Contractors, Subcontractors, or Sub-Subcontractors. Contractors of every tier on the Project should carefully consider the OCIP and its implications to their company before executing a contract requiring their participation in the OCIP.

The OCIP provides the following insurance for all Contractors, regardless of tier, that are approved for participation in the insurance program:

- Commercial General/ Excess Liability
- Workers' Compensation

The following additional coverages are provided outside of the OCIP:

- Builders' Risk
- Pollution Liability Insurance

Certain Contractors are ineligible for this program. These parties are identified in the Definitions, Section 3.0 of this manual.

The Sponsor will pay all insurance premiums for the OCIP coverage listed above. You should notify your insurer(s) to delete from your insurance program charges and coverage for the on-site activities of this Project that are covered under the OCIP.

Alliant, the OCIP Program Broker/Administrator, will be administering the program on the behalf of the Sponsor.

Insurance coverage and limits provided under the OCIP are limited in scope and specific to this project only. Your insurance representative should review this information. Any additional coverage you may wish to purchase will be at your own expense.

The guidelines in this manual are to be used for informational purposes only. Any conflict between this document and any contract or subcontract, the contract or subcontract will govern. Any difference with the actual OCIP policies will control in the event of any inconsistency or misunderstanding.

INTRODUCTION

1.2 About this Manual

This manual is designed to identify, define, and assign responsibilities for the administration of the OCIP. The guidelines in this manual are to be used for informational purposes only.

This Manual:

- Generally describes the OCIP
- Identifies responsibilities of the various parties involved in the project with regards to the OCIP
- Provides a basic description of the OCIP operation
- Describes audit and administration procedures for the OCIP
- Provides answers to basic questions about the OCIP

This manual will be updated throughout the course of the project if necessary

This Manual does not:

- Provide coverage interpretations
- Provide complete information about coverage
- Provide answers to specific claims questions

Specific questions about the OCIP, its administration, or the coverage provided should be referred to the OCIP Administrator identified in the Project Directory section immediately following this introduction.

1.3 Responsibilities Concerning Loss Control & Claim Reporting

It will be the responsibility of all Contractors of any tier to exercise every reasonable action to prevent work related injuries, property and equipment damage at the project site, as well as to minimize the exposure of risk to the public and third party property. All Contractors of any tier will conduct loss control prevention practices according to those requirements set by Federal, State and Local Laws, statutes, and specific project procedures developed for this project.

In the event of an accident, it will be the obligation of the responsible Contractor of any tier to see that the injured workers or members of the public are given immediate medical treatment. Also, all appropriate medical and claim forms must be filed with the appropriate Authorities, the Primary OCIP Carrier, Site Safety Personnel, and the OCIP Administrator.

PROJECT DIRECTORY

SECTION
2

2.0 PROJECT DIRECTORY

OCIP ADMINISTRATOR

Alliant Insurance Services

Construction Services Group
701 B St, 6th Floor
San Diego, CA 92101

PROGRAM MANAGER	PROGRAM ADMINISTRATOR
<p>TBD Office: [xxx-xxx-xxxx] [Xxxxxx]@alliant.com</p>	<p>TBD Office: [xxx-xxx-xxxx] [Xxxxxx]@alliant.com</p>
POSITION1	POSITION2
<p>TBD Office: [xxx-xxx-xxxx] [Xxxxxx]@alliant.com</p>	<p>TBD Office: [xxx-xxx-xxxx] [Xxxxxx]@alliant.com</p>

WORKERS' COMPENSATION CLAIMS REPORTING

WC DIRECT CLAIM REPORTING TO [XXXX]:

Office: [xxx-xxx-xxxx]
[Xxxxxx]@[xxx]

OCIP PORTAL – ALLIANT WRAPX

<p>OCIP Document Submission Email: wrapx@alliant.com</p>	<p>Online Enrollment, Payroll Reporting & Document Management Website: https://alliantwrapx.alliant.com/contractorportal *Contact Project Administrator for User Access</p>
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PROJECT DIRECTORY**OCIP Coverages**

INSURANCE COMPANIES	POLICIES
Starr	Workers' Compensation
Starr	General Liability
Various	Excess Liability

Additional Coverages

INSURANCE COMPANIES	POLICIES
TBD	Builders' Risk
Ironshore	Pollution

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3.0 PROJECT DEFINITIONS

The following definitions apply to this project and to the descriptions of the Project Coverage used in this manual:

Approved Off-Site Locations:

Storage yards or staging areas used solely in connection with performing work at the Project Site. All locations must be approved by the Sponsor and insurer.

Certificate of Insurance:

A Document providing evidence of the existence of coverage for a particular insurance policy or policies.

Contract:

A written agreement between the Sponsor and the Contractor for specific work and also includes an agreement between a Subcontractor and any tier of Subcontractor.

Contractor Claims Obligation:

The amount Contractors of every tier are responsible for paying as their contribution for settlement of an insured loss.

Employer:

Any individual, firm, or corporation that provides direct construction labor for work performed at the Project Site.

Enrolled:

Applies to those eligible Contractors, Subcontractors, and Sub-Subcontractors that have submitted all necessary enrollment forms and have been accepted into the OCIP as evidenced by a Certificate of Insurance. *Also described in this manual as a Participating Contractor.*

PROJECT DEFINITIONS

Ineligible:

Applies to Contractors of any tier excluded from participation in the OCIP, including those involved in hazardous material remediation, removal, and/or transport companies and their consultants; architects, surveyors, engineers, soil testing engineers and their consultants; vendors, suppliers, fabricators, material dealers, truckers, haulers, drivers and others who merely transport, pick up, deliver, or carry materials, personnel, parts or equipment to or from the Project site; any subcontractor of any tier that does not perform any actual labor on the Project site; and any other party or entity not specifically described herein, that is excluded by Sponsor in its sole discretion, even if such party or entity is otherwise eligible. . *Also described in this manual as an Excluded Contractor.*

Insured:

The Sponsor, Participating Contractors, and any other party so named in the insurance policy.

Insurer:

The insurance company named on a policy or certificate of insurance that provided coverage for the OCIP.

Participating Contractor: *See Enrolled*

Project Site:

Project Site shall mean those areas designated in writing by Sponsor for performance of the Work and such additional areas as may be designated in writing by Sponsor for Contractors use in performance of the Work. Subject to notification and other requirements for off-site locations, the term Site shall also include (a) field office sites, (b) property used for bonded storage of material for the Project approved by Sponsor, (c) staging areas dedicated to the Project, and (d) areas where activities incidental to the Project are being performed by Contractors covered by the workers' compensation policy included in the OCIP, but excluding any permanent locations of Contractors.

Sponsor:

Humboldt County

Work:

Operations as fully described in the Contract, performed at, or emanating directly from the Project Site. Also, the entire completed construction or the various separately identifiable parts required to be furnished under the Contract documents.

4.0 CONTRACTOR RESPONSIBILITIES

Contractors of any tier are required to cooperate fully with the Sponsor and its OCIP Administrator in all aspects of OCIP operation and administration. All Contractors of any tier will be required to provide information necessary to bind coverage under the OCIP on a “per contract” basis. Responsibilities of the Contractor include:

- Exclude the cost of insurance from their bid as appropriate
- Completion of all OCIP enrollment forms
- Include the OCIP provisions in all subcontracts as appropriate
- Notifying the OCIP Administrator of all subcontracts awarded and to provide all necessary enrollment forms
- Notifying the OCIP Administrator of all lower tier subcontracts awarded by providing the Notice of Award Form (Form F) and ensuring eligible lower tier subcontractors enroll in the OCIP
- Maintaining and reporting monthly payroll records
- Cooperating with the OCIP Administrator’s requests for information
- Complying with insurance, claim, and safety procedures
- Paying Contractor Claims Obligation promptly as required
- Notifying the OCIP Administrator immediately of any insurance cancellation or non-renewal (contractor-required insurance)

4.1 Alliant WrapX

Alliant WrapX (WrapX) is a proprietary Risk Management Information System (RMIS). All relevant OCIP information will be captured and stored online in a “paperless” format through WrapX. Information to be stored includes award notifications, enrollment information, OCIP payroll, and notice of work completions for all contractors on a per contract basis. Alliant Insurance will provide all OCIP Eligible Contractors a project welcome letter detailing instructions for utilizing the WrapX contractor portal upon receipt of a Notice of Award for the awarded contractor.

Submission of all OCIP related documents should be sent by e-mail to:

wrapx@alliantinsurance.com

CONTRACTOR OCIP RESPONSIBILITIES

If you should have any questions or require additional information about this process or other matters related to the OCIP, please contact your OCIP Administrator identified in Section 2: Project Directory of this Manual.

4.2 Contractor Bids

Each bidder is required to **exclude from the bid/subcontract price** its normal cost for the insurance coverages provided by the OCIP, herein referred to as the “Cost of OCIP Coverages.”

The Cost of OCIP Coverages includes reduction in insurance premiums, related taxes and assessments, markup on the insurance premiums and losses retained through the use of the self-funded program, self-insured retention, or deductible program.

Contractor must deduct the Cost of OCIP Coverages for all lower tier subcontractors, in addition to its own Cost of OCIP Coverages. If, upon verification by the OCIP Administrator, it is found by the Sponsor that the Cost of OCIP Coverages were not excluded from the contract, a deductive change order will be issued to remove these costs.

In the event the Sponsor elects not to include a Contractor of any tier’s work under the OCIP, the standard terms and conditions regarding insurance listed in the Contract Document will then apply. The OCIP Administrator will advise a Contractor of any tier which has submitted an enrollment form if they excluded from the OCIP.

4.3 Enrollment

Enrollment into the OCIP is required but not automatic. Eligible Contractors must complete the enrollment form online (see instructions in Section 8), and participate in the enrollment process for the OCIP coverage to apply. Access to the project site will not be permitted until the enrollment is complete.

Each Contractor of any tier shall provide details about its lower tier subcontractors via the Notice of Contract Award Form F (contained in Section 8). This form must be completed and submitted to the OCIP Administrator prior to mobilization. Each Contractor is responsible to complete their Enrollment online to obtain coverage under the OCIP.

A separate online Enrollment and Contractor’s Insurance Cost Work Sheet is required for each Contract which you are performing Work; however, only one Workers’ Compensation policy will be issued for your firm.

CONTRACTOR OCIP RESPONSIBILITIES

4.4 Assignment of Return Premiums

The Sponsor will pay the cost of the OCIP insurance coverage. The Sponsor will be the sole recipient of any return OCIP premiums or dividends. All Participating Contractors shall assign to Sponsor all adjustments, refunds, premium discounts, dividends, credits, or any other monies due from the OCIP insurers.

4.5 Payroll Reports

Each Participating Contractor must submit a Monthly Payroll Report online identifying man-hours and payroll for all work performed at the Project Site on a “per contract” basis to the OCIP Administrator. This information will be used to provide the insurance company with the information required to determine the premium for the OCIP.

The monthly man-hour reports shall certify all Work performed at or emanating directly from the Project Site, including supervisory and clerical personnel on site.

Payroll shall be unburdened and allocated by Workers’ Compensation Classification(s), and shall exclude the excess or premium paid for overtime (i.e., only the straight time rate shall apply to overtime hours worked). Furthermore, such records shall limit the payroll for Owners and Executive Officers as stated in manual rules.

A Separate Monthly Payroll is required for each Contract for Work you are performing.

4.6 Insurance Company Payroll Audit

Each Participating Contractor is required to maintain payroll records for the Project Site in accordance with the Basic Manual of Rules, Classifications, and Experience Rating Plan for Workers’ Compensation and Employers Liability Insurance. Each Participating Contractor is required to participate in any audit conducted by the insurers for the OCIP, and to cooperate with the auditor(s) conducting such audit.

4.7 Completion of Work

When a Participating Contractor has completed its work, each Participating Contractor shall complete a Notice of Work Completion online and submit it to the OCIP Administrator. The Sponsor will not release final payment until all required data has been submitted to and approved by the OCIP Administrator. It is the upper-tier Contractor’s responsibility to assure that each of their lower-tier subcontractors completes this form. This form must be completed separately for each contract.

CONTRACTOR OCIP RESPONSIBILITIES

Any Contractor Claims Obligation that Contractors of any tier are responsible for will be considered at the time of the Contract close-out unless the actual cost of the claim has been established and considered prior to close-out.

4.8 Approved Off-Site Locations

The Contractor is responsible, on behalf of itself or its lower tier Contractors, for applying for approval to have off-site locations covered by the OCIP. The Contractor, prior to the use of the site, shall notify the OCIP Administrator of the need and shall request approval of the site. The request should include the location address, description of the site, intended use, and the duration of the work to be performed at the site. The off-site location must be dedicated 100 % to the New Psychiatric Health Facility. The OCIP Administrator will notify the Contractor if and when the off-site location is approved by the OCIP Insurer. Contractor shall not assume OCIP coverage is provided for the off-site location until it has received confirmation from the OCIP Administrator.

4.9 Safety

Contractors of any tier are required to establish a written safety program and to provide a full-time qualified Safety Manager or designated competent safety representative who shall be onsite when any work is in progress. Non-compliance with Project Loss Control Requirements could be considered to be the same as non-compliance with another contractual condition. Minimum standards for Contractor programs are outlined in the New Psychiatric Health Facility Project Safety Manual.

The Sponsor or its loss control representatives will have the right to “Stop Work” when serious defective conditions, unsafe work activities, or life threatening hazards are identified. In accordance with contract requirements, if deemed necessary, the Sponsor may remove any contractor and/or contractor employees that blatantly violate these requirements. The Sponsor, at its discretion, will designate an individual to act on its behalf, in all matters relating to work site safety and health.

4.10 Claims Reporting

Please refer to section 7 of this Manual.

CONTRACTOR OCIP RESPONSIBILITIES**4.11 Change Order Procedures**

All change orders submitted by Contractor of any tier will be priced to **exclude** their normal cost of insurance for the coverage(s) that are provided by the OCIP. The final adjustment will take into account all insurance charges associated with any approved change orders. The Sponsor reserves the right to adjust the initial insurance deductible change order for any significant change orders.

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5.0 INSURANCE COVERAGE

5.1 Covered Parties

Contractors of any tier must enroll in the OCIP before coverage is available to them for any loss. Therefore no Contractor of any tier shall begin work on site until they have properly enrolled in the OCIP. All insurance, underwriting, payroll, rating or loss history information (including evidence of other insurance required under Section 5 requested by the Administrator) must be provided to the Administrator by Contractor of any tier within five (5) working days of the request. A Contractor of any tier shall not be deemed to be a Participating Contractor and shall not be permitted to work on the project until enrolled in the OCIP by the Administrator. Enrollment will be established only upon issuance by the Administrator of a OCIP Certificate of Insurance to the Participating Contractor. Every Participating Contractor shall, at all times during and after the Project, cooperate with the Sponsor, the Administrator, and the OCIP insurers and adjusters concerning matters relating to the OCIP.

5.2 Parties Not Covered

See Definition of Ineligible under Section 3: Project Definitions, of this manual. Ineligible Contractors shall not be permitted to work on the Project until they have provided to Humboldt County evidence of their compliance with the insurance requirements as outlined in the Contract document.

5.3 Exclusion of Contractors from the OCIP

The Sponsor has the exclusive right to exclude other Contractors of any tier from participating in the OCIP. Such Nonparticipating Contractors, who will not be covered under the OCIP, must comply with the insurance requirements as outlined in the Contract document.

5.4 Evidence of OCIP Coverage

Each Participating Contractor will be issued an individual Workers' Compensation policy including Employer's Liability coverage. The OCIP Administrator will also provide a Certificate of Insurance evidencing General Liability, and Excess Liability insurance to

OCIP INSURANCE COVERAGE

each Participating Contractor, each of whom will be a named insured on the policy. Other documentation including forms, posting notices, if any, will be furnished to each Participating Contractor. A complete copy of the policy will be furnished to an authorized representative of each Participating Contractor upon written request.

5.5 Description of Insurance Coverages

The following coverage is provided by the OCIP:

- Commercial General/ Excess Liability
- Workers' Compensation and Employer's Liability

The following additional coverages are provided outside of the OCIP:

- Builders' Risk
- Pollution Liability Insurance

Non-Workers' Comp Insurance Policies: Master policies will be endorsed to include the Sponsor and any of their affiliates, or subsidiary companies or corporations, as well as the Contractors enrolled in the OCIP as a Named Insured.

The following coverage summaries are provided for informational purposes only. The actual terms and conditions of the coverage provided are contained in the insurance policies under the OCIP, and Humboldt County and others shall not rely upon this summary in lieu of the policies themselves. Copies of the policies will be made available to all potential Participating Contractors upon written request.

5.5.1 Workers' Compensation and Employer's Liability Insurance

Workers' Compensation and Employer's Liability

Part One:	Workers' Compensation	Statutory Limit
Part Two:	Employer's Liability	Annual Limits Per Insured
	Bodily Injury by Accident, each accident	\$1,000,000
	Bodily Injury by Disease, each employee	\$1,000,000
	Bodily Injury by Disease, policy limit	\$1,000,000

Each Enrolled Contractor will be issued a separate workers' compensation policy

5.5.2 Commercial General Liability Insurance

	Limits of Liability
--	---------------------

OCIP INSURANCE COVERAGE

	Shared by All Insureds for All Projects
General Aggregate (Reinstates Annually)	\$ 8,000,000
Products/ Completed Operations Aggregate	\$ 4,000,000
Personal/ Advertising Injury	\$ 2,000,000
Each Occurrence Limit	\$ 2,000,000
Products/Completed Operations Tail	10 years/Statute of Limitation
Deductible	Paid for by Sponsor
<i>The deductible will apply only to loss covered by insurance policies in the OCIP. The deductible does not impose upon the Sponsor any duties of an insurer toward Participating Contractor. A Single General Liability policy will be issued covering all insureds.</i>	

5.5.3 Excess Liability Insurance

	Limits of Liability Shared by All Insureds for All Projects
Each Occurrence Limit	\$ 100,000,000
Annual General Aggregate Limit	\$ 100,000,000
Follow Form Excess Policy	

5.5.4 Builders' Risk Insurance

The Sponsor shall obtain and maintain in force during the term of this Agreement, a Builders' Risk Insurance policy or policies separate from the OCIP, which shall insure against all risks of physical loss and/ or damage which may include flood and earthquake, subject to normal policy exclusions, to all buildings, structures, materials, and real property on site, which are intended to be, or have already been incorporated into and forming part of the Project, whether or not such buildings, structures, materials, or real property will have been supplied or made available to Contractors by Sponsor.

The Builders' Risk policy shall be endorsed to add Contractors of any tier as additional named insureds', as their interests may appear and to waive the carrier's right of recovery under subrogation against Humboldt County and all other Contractors of any tier whose interests are insured under such policy.

Unless required otherwise by Sponsor, claims under Builders' Risk insurance provided are subject to a Contractor Claims Obligation of fifteen thousand (\$15,000) per occurrence. If a claim results from any construction activity, the responsible Contractor, Subcontractor, or Sub-Subcontractor shall pay the Contractor Claims Obligation up to

OCIP INSURANCE COVERAGE

\$15,000. All Builders' Risk losses will be adjusted with and payable to the Sponsor or the Designee for the benefit of all parties as their interest may appear.

The Sponsor shall not be responsible for loss or damage to, or obtaining and/or maintaining in force insurance on temporary structures, construction equipment, tool or personal effects, owned or rented to or in the care, custody, and control of a Contractor of any tier.

5.5.5 Pollution Liability Insurance

c. Policy Limits:	\$ 10,000,000 Per Occurrence \$ 20,000,000 Aggregate
d. Policy Form:	OCIP Occurrence Form
f. Premium Payments	By Sponsor
g. Deductibles/ SIR	By Sponsor

5.6 OCIP Termination or Modification

The Sponsor reserves the right to terminate or modify the OCIP or any portion thereof. If the Sponsor exercises this right, Contractors will be provided notice as required by the terms of their individual contracts. At its option, Sponsor may procure alternate coverage or may require the Contractors to procure and maintain alternate insurance coverage.

6.0 CONTRACTOR REQUIRED COVERAGE

Contractors of any tier are required to maintain insurance coverage that protects the Sponsor from liabilities arising from the Contractor of any tier's operations performed away from the project site, for types of coverage not provided by the OCIP, and for operations performed in connection with excluded parties operating under your control or direction.

Verification of insurance shall be submitted in the form of a Certificate of Insurance on a standard ACORD Form 25-S and the required and applicable endorsements to the listed policies. Policies required to provide additional insured coverage shall state that the coverage provided to the additional insureds is primary and non-contributory with respect to any other insurance available to the additional insureds. A sample of an acceptable Certificate of Insurance and other documentation is provided for your review in the Appendix.

Contractors are responsible for monitoring their lower tier subcontractors insurance documents, whether enrolled or excluded. The Sponsor reserves the right to disapprove the use of Contractors unable to meet the insurance requirements. Certificates evidencing compliance shall be submitted to Sponsor.

The limits of liability shown for the insurance required of the Contractor and minimum limits only and are not intended to restrict the liability imposed on the Contractors for Work performed under their Contract.

Contractors of any tier agree to obtain and maintain during the life of this contract the following minimum insurance requirements. Contractors of any tier shall pay the premiums required for such insurance.

SUBCONTRACTOR REQUIRED COVERAGE

6.1 Workers' Compensation

All Participating Contractors shall maintain at their own expense Workers' Compensation Insurance applicable to all employees and subcontractors hired by the insured, who are not covered under the OCIP workers' compensation policy. The insurance shall provide limits as follows:

Workers' Compensation and Employer's Liability

Part One:	Workers' Compensation	Statutory Limit
Part Two:	Employer's Liability	Annual Limits Per Insured
	Bodily Injury by Accident, each accident	\$1,000,000
	Bodily Injury by Disease, each employee	\$1,000,000
	Bodily Injury by Disease, policy limit	\$1,000,000

Enrolled Contractors shall provide evidence of workers' compensation applicable to "on-site" and "off-site" activities. **Excluded Contractors** shall provide evidence of workers' compensation applicable to "on-site" and "off-site" activities.

A certificate of insurance evidencing this coverage shall be provided to Humboldt County.

6.2 General Liability

This insurance shall include coverage for bodily injury, property damage, and personal injury with no less than the following limits:

General Liability and/or Excess Liability

	Enrolled Parties	Excluded Parties
General Aggregate	\$ 2,000,000	\$ 4,000,000
Products/ Completed Operations Aggregate	\$ 2,000,000	\$ 4,000,000
Personal/ Advertising Injury	\$ 1,000,000	\$ 2,000,000
Each Occurrence Limit	\$ 1,000,000	\$ 2,000,000

Enrolled Contractors shall provide evidence of general liability insurance for "off-site" activities. **Excluded Contractors** shall provide evidence of general liability insurance applicable to "on-site" and "off-site" activities.

A certificate of insurance evidencing this coverage shall be provided to Humboldt County. This insurance shall be endorsed to name Humboldt County as additional insureds and evidenced of such status via additional insured endorsement(s).

SUBCONTRACTOR REQUIRED COVERAGE

6.3 Business Auto Liability

Contractors of every tier will maintain at their own expense Automobile Liability Insurance covering the operations, maintenance, use and loading and unloading of all owned, non-owned, and hired vehicles. As such, all Contractors of any tier shall furnish to Humboldt County a Certificate of Insurance showing such coverage with the following minimum limits of liability. This insurance shall be endorsed to name Humboldt County as additional insureds and evidenced of such status via additional insured endorsement(s):

Business Auto Liability

Combined Single Limit: Bodily Injury and/or Property Damage	\$1,000,000
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All Contractors shall provide evidence of automobile liability. The OCIP does not cover automobile liability.

6.4 Construction Equipment Insurance

Any policies maintained by the Participating Contractors on their owned and/or rented equipment and materials shall contain a provision requiring the insurance carriers to waive their rights of subrogation against the Sponsor and all other indemnities named in their contract documents. ***The OCIP does not cover contractor's property.***

6.5 Professional Liability Insurance (Errors & Omissions)

In the event any contract specifications requires a Participating Contractor, including any professional service provider, to perform professional services, such as, but not limited to, architectural, engineering, construction management, surveying, design, etc., a certificate of insurance must be provided to Humboldt County prior to commencing work:

Professional Liability

Each Claim	\$ 2,000,000
Aggregate	\$ 4,000,000

SUBCONTRACTOR REQUIRED COVERAGE

Change in limits, coverage, or loss of aggregate limit due to outstanding claims must be reported to Humboldt County within thirty (30) days of any such event. ***The OCIP does not provide Professional Liability insurance.***

6.6 Aviation Insurance

In the event any fixed or rotary aircraft are used in connection with this Agreement and/or execution of the work, a minimum of two million (\$2,000,000) of aviation liability insurance must be maintained with the following requirements:

- a) Humboldt County must be named as an “additional insured” and a waiver of hull damage must be provided in favor of Humboldt County.
- b) Also, if any aircraft is to be used to perform lifts at the project site, a “slung cargo” endorsement must be included to cover the full replacement value of any equipment or material being lifted. All such lifts must be coordinated with Humboldt County for approval prior to lift execution.

The OCIP does not provide Aviation insurance.

6.7 Pollution Liability

If this Agreement involves the removal of asbestos, the removal/replacement of underground tanks, or use of toxic chemicals and substances, the Contractor will be required to provide coverage no less than the following limits, for such exposures subject requirements and approval of the Sponsor:

Pollution Liability

Each Claim/Per Occurrence	\$ 2,000,000
Aggregate	\$ 2,000,000

The OCIP does not provide Pollution Liability insurance.

SUBCONTRACTOR REQUIRED COVERAGE

6.8 Conditions of Understanding

The amount and types of insurance coverage required herein shall not be construed to be a limitation of the liability on the part of the Sponsor, Participating Contractors, Nonparticipating Contractors, or any lower-tier Subcontractors. Any type of insurance, or any greater limits of liability than described above, which the Contractor requires for their own protection or on account of statute, shall be the Contractor's own responsibility and at its own expense. The carrying of the insurance described shall in no way be interpreted as relieving a Contractor of any tier, whether Participating or Non-Participating, of any responsibility of liability under this contract.

6.9 Other Insurance Required of All Contractors

Participating Contractor shall file certificates of such insurance with the Sponsor, which shall be subject to the Sponsor's approval for adequacy of protection, including the satisfactory character of any Insurer. If requested by the Sponsor, a certified copy of the actual policy(s) with the appropriate endorsement(s) and other documents shall be provided to the Sponsor.

Contractor shall immediately provide written notice to the Sponsor of any notice of cancellation, notice of non-renewal, or any other material modification of the insurance coverages required to be provided by the Contractor.

In the event of failure of any tier to furnish and maintain said insurance and to furnish satisfactory evidence thereof, the Sponsor shall have the right to take out and maintain same coverage for all parties on behalf of the Contractor of any tier who also agrees to furnish all necessary information thereof and to pay the cost thereof to the Sponsor immediately upon presentation of a premium invoice.

7.0 CLAIM PROCEDURES

This section describes the basic procedures for reporting various types of claims. A claim kit will be provided to all Participating Contractors. It will include details about claim reporting and is intended for use at the job site.

7.1 Workers' Compensation Claims

The main responsibility for any Contractor is first to see that the injured worker receives immediate medical care. Next, you should notify the on-site Contractor's Safety Supervisor immediately in the event of a serious injury or accident.

An Employers First Report of Injury (Form 5020) must be completed and submitted to the on-site safety representative, along with the DWC-1 (Employee's Claim) and the Supervisors Report of Injury Form.

The OCIP Administrator will provide claims kits to the Contractor. These kits will include all the necessary claim forms and specific instructions for filing claims. It is the responsibility of the employer of the injured worker to report the claim directly to the OCIP Workers Compensation carrier.

The Sponsor and their insurer will arrange with preferred medical providers for treatment of all minor or non-life threatening injuries. A list of the providers will be provided to all Participating Contractors.

Participating Contractors must designate a representative at the site to take injured employees to the medical center, and to report the claim. This individual should remain with the injured employee at the center while he/she is being treated. The treating physician should provide a written description of whether or not the injured worker can return to work, a list of restrictions, if any, and the estimated length of time he/she will stay on modified duty.

7.2 General Liability Claims

Accidents at or around the job site resulting in damage to property of others (other than the Work itself), or personal injury or death to a member of the public, must be reported immediately to the on-site Contractor's Safety Supervisor. A General Liability Loss Notice

CLAIMS PROCEDURES

(Accord Form 3) shall be completed and delivered within 24 hours to the OCIP Administrator.

Contractors shall not voluntarily admit liability and shall cooperate with the Sponsor or insurer representatives in the accident investigation.

If your firm receives notice of a claim, or forthcoming lawsuit, or is served with a lawsuit arising out of your involvement with this project, please forward a copy of the documentation to the OCIP Administrator (*See Section 2.0: Project Directory for Contact Information*)

7.3 Property Claims

Immediately report any damages to your Work or the Work of any other Contractor to the on-site Contractor's Safety Supervisor. In addition, complete the Property Loss Notice (Accord Form 1) and submit it to the OCIP Administrator within five days of the occurrence.

7.4 Automobile Claims

No coverage is provided for automobile accidents under the OCIP. It is the sole responsibility of each Contractor to report accidents involving their automobiles to their own insurers.

In addition to reporting the claim to its own insurer, each Contractor shall report all accidents occurring in or around the job site to the on-site Contractor's Safety Supervisor. These accidents will be investigated with regard to any liability arising out of the Project construction activities that could result in future claims. Each Contractor shall cooperate in the investigation of all automobile accidents.

APPENDIX**8.0 APPENDIX**

- **Enrollment:** Alliant WrapX Contractor Portal Instructions
- **Insurance Cost Worksheet**
- **Monthly On-Site Payroll Report – ONLINE SUBMISSION REQUIRED**
- **Notice of Work Termination – ONLINE SUBMISSION REQUIRED**
- **Notice of Contract Award**
- **Exhibit 1:** Sample Off-Site Certificate of Insurance

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APPENDIX

Access Contractor Portal

An account will be created for all users upon submittal of Notice of Award (NOA). *If you are already registered, log in and proceed to Completing Enrollments on Page 3 below.* Open the Alliant WrapX Contractor Portal URL in a web browser: <https://alliantwrapx.alliant.com/ContractorPortal/>
The Alliant WrapX Contractor Portal login screen will be displayed.

How to Log In

Once at the WrapX home page:

- Contact the Alliant CIP Administrator to obtain a **Username**.
- Enter your unique **Username** and enter your **Password**.
- Click on the “**LOGIN**” button to gain access to the secure WrapX Contractor Portal.
- Please note that the first time you log on you will be requested to change your password.
- If you forgot your password or ID, click on “**Trouble logging in?**” and follow the instructions.

Forgot Username or Reset Password Screen

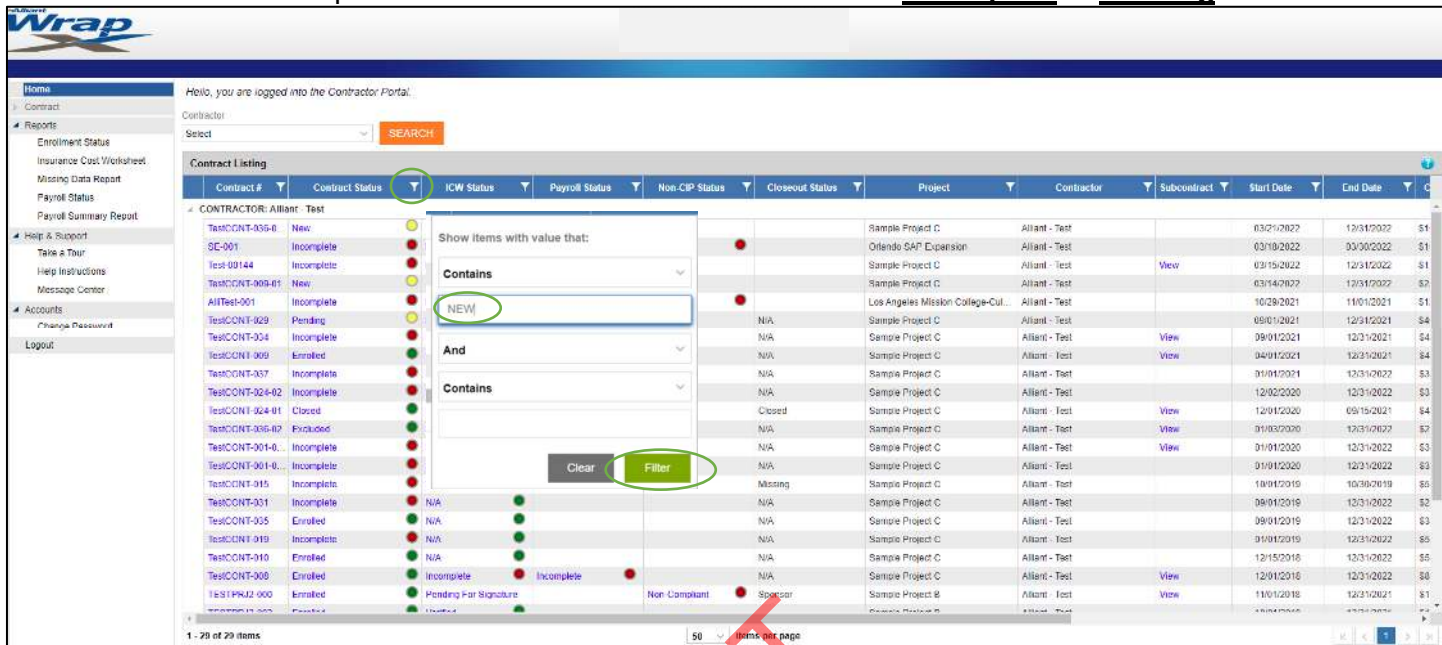
If you forgot your username or password, click on “**Trouble logging in?**” and follow system prompts.

Once all required information has been submitted (ex: email address and/or username), temporary credentials will be directly sent to contractor. If a temporary password is not received within a few minutes, please check your spam folder, or reach out to Alliant CIP Administrator.

APPENDIX

Completing Enrollments

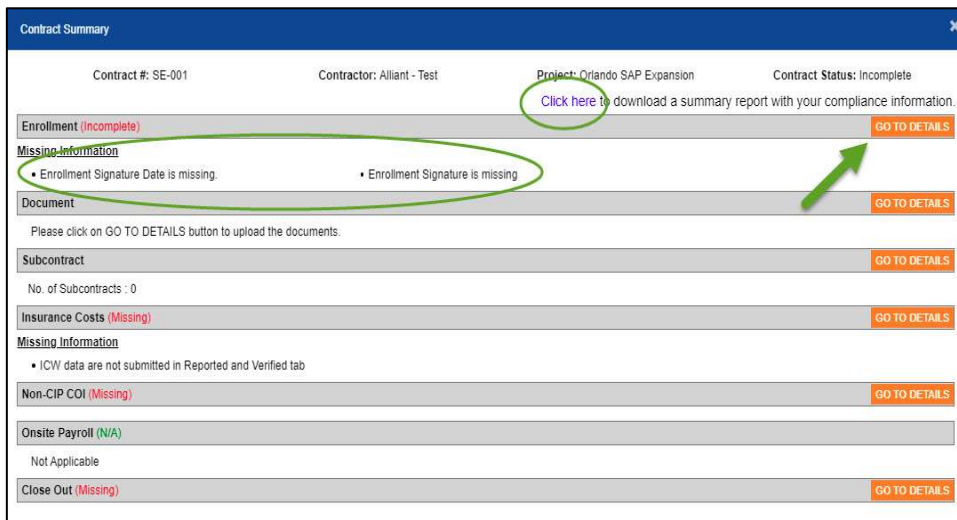
- To find your newly added contract(s), filter your contracts by **New**.
- Contracts that are in process for enrollment will show a status of **Incomplete** or **Pending**.



Contract Status Color Codes

- Click on the Contract Number of the contract you need to update, to begin the process. The enrollment wizard will start on the Review page. Any section that is not compliant will be listed in **RED**.
- Areas of concern can be identified by finding the Missing Information, as shown below.

#	Contract Status	Color
1	Incomplete	RED
2	Enrolled	BLUE
3	Pending	Green
4	Excluded	Black
5	New	Yellow
6	Closed	Brown



- If you wish to run a report summarizing all information required to complete the enrollment, choose "**Click here**" at the top of the screen, to run and download the report
- Choose "**GO TO DETAILS**" to begin updating the contract

APPENDIX

- After clicking **“GO TO DETAILS”**, you will be directed to the Enrollment Process. Any sections with missing data are notated with a red **X**, as shown below.
- Click on **“EDIT”**, in the section(s) where the additional data is needed.
- To quickly move to the next section, you can choose an item shown as incomplete (with a red **X**)

Home Application For Enrollment

In order for your company to be considered enrolled and covered under the Wrap Up Insurance, you must complete the details below. Any missing information may result in your contract being Incomplete and could delay insurance coverage. You will receive notices for any missing details required to complete and process your application. If you do not qualify for Wrap Up coverage, we will notify you. If your company qualifies for coverage and once all enrollment details have been provided, you will receive a copy of your Welcome Letter and Certificate of Insurance evidencing coverage in the Wrap Up.

Contract # TestCONT-036-02-01 Project Sample Project C (SProjectC) Contract Status New Administrator's Review Pending Contractor Submission

Contract Information

Click the link in the left menu to open Enrollment Wizard and add/update information for each respective section.
If you have any questions please contact Wrap-Up Administrator

Company Information EDIT

Project: Sample Project C
Contractor Legal Name: Alliant - Test
Federal ID: 99-9932103
DBA:
Business Type: Corporation
License: Test

Contract Information EDIT

Any plans to Subcontract work on this contract? is required

Estimated Contract Start Date: 03/21/2022
Parent Contractor Name: Alliant - Test
Estimated Contract Value: \$10,000.00
Self performed Value:
Description of Work: Stuff
Trade:
Any plans to Subcontract work on this contract?:

Address EDIT

- Please select Address Type.
- Please provide Street Address 1.
- Please provide City.
- Please provide State
- Please provide Zip Code.

Enter the missing data and click **“NEXT”** to proceed to the next section

Updating Address

- If your address already exists in the system, you may choose **“Select Existing Address”**
- Otherwise, enter the data as required
- To add a second address, Click on the Green Plus sign **+**
- Choose **“NEXT”** to proceed through the data entry

Please select an existing address record or add a new address by completing the fields below. If you wish to provide more than one address you can do so by clicking on the 'Add' button. Note: You must select one address record as "Primary".

Select Existing Address

Select Existing Address

Primary Contract | Y, Flroda, FL 43243

Primary

Street Address 2

State* Outside of US

Address Type*

Street Address 1*

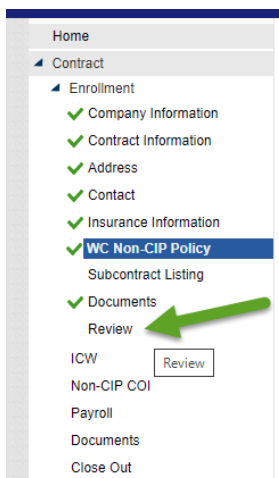
City*

Zip*

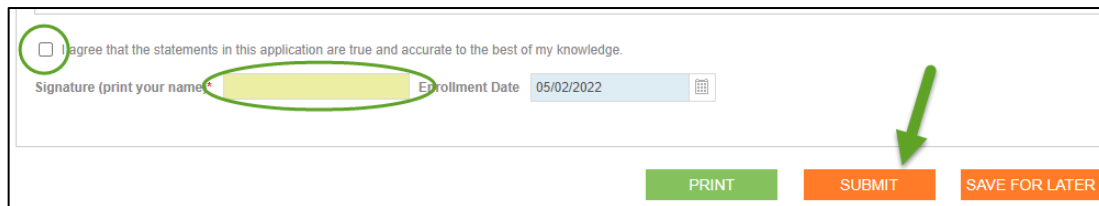
PREVIOUS SAVE FOR LATER NEXT

APPENDIX

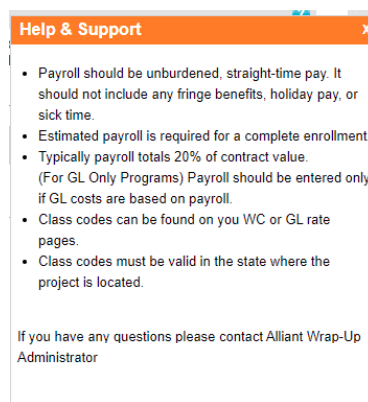
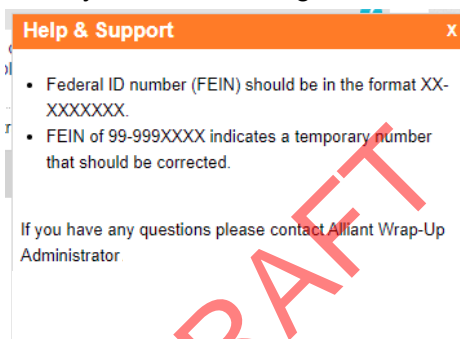
Reviewing Enrollment



- Once all items have been properly added to the contract, Click on “[Review](#)”
- Scroll to the bottom of the screen
- Check the Electronic Signature box
- Enter your Name and Click Submit.



If you have any questions while entering information, please use the [Help & Support](#) pop-out window to get on the spot help tailored to the section you are reviewing.



Information Required for Enrollment in the System

Usual Information Required for Enrollment		
	Item	Help
1	Contractor FEIN – Federal ID Number	This is a 9 digit company number that is required for enrollment
2	Contract Description	Detailed Scope of work
3	Start Date at project site	Day physical work starts at jobsite
4	Contractor Address	Physical address of office. Any P.O. Box should be entered under Mailing address
5	Workers’ Compensation Class Codes for onsite work	A four digit code that is state specific and can be located in your company WC rate pages
6	Estimated Man hours and Payroll	Entered For each class code
7	Experience Modifier (EMR)	Located in your company WC rate pages and entered as a decimal number (ex: 125% = 1.25 or 75% = 0.75)
8	WC Offsite Carrier/Policy #/Term	Corporate WC carrier name/policy number
9	Other basic information about the contract	Contract Value; contact information for Company and/or Payroll; etc.

APPENDIX

Alliant WrapX Notice of Award Process

- Notice of Award (NOA) is required to be submitted by a contractor subcontracting out any work at <https://alliantwrapx.alliant.com/ContractorPortal>
- **An NOA is required for any contractor whether the contractor is an Enrolled or Excluded Party.**
- Please contact the Alliant CIP Administrator if you have not been given a login ID and Password.
- After logging into the system, find your contract and Click on the contract number
- Find the Subcontract section and Click on **“GO TO DETAILS”**

TestCONT-029	Pending	●	N/A
TestCONT-034	Incomplete	●	Pendin
TestCONT-009	Enrolled	●	Incomp
TestCONT-037	Incomplete	●	N/A
TestCONT-024-02	Incomplete	●	Incomp
TestCONT-024-01	Closed	●	Incomp

Contract #: TestCONT-009 Contractor: Alliant - Test Project: Sample Project C Contract Status: Enrolled

[Click here to download a summary report with your compliance information.](#)

Enrollment (Enrolled) [GO TO DETAILS](#)

All Information Submitted

Document [GO TO DETAILS](#)

Please click on GO TO DETAILS button to upload the documents.

Subcontract [GO TO DETAILS](#)

No. of Subcontracts : 1

Insurance Costs (Incomplete) [GO TO DETAILS](#)

Missing Information

- Click **Add Subcontract** to add a new Subcontractor.

Contract #: TestCONT-009 Project: Sample Project C (SProjectC) Contract Status: Enrolled Administrator's Review: Pending Contractor Submission

Alliant - Test | TestCONT-009

[Add Subcontract](#) | [Edit Subcontract](#) | [Delete Subcontract](#)

Contract #	Contract Status	K/W Status	Payroll Status	Non-CIP Status	Closeout Status	Project	Contractor	Start Date	End Date	Contract Value
<input type="checkbox"/> TestCONT-009-01	New	●				Sample Project C	Alliant - Test	03/14/2022	12/31/2022	\$25,000.00

- Click on the Magnifying Glass to search for subcontractor by name.
- *Utilizing the search feature will prefill other items such as Federal ID Number (FEIN) or Trade, and it will allow for quicker entry of contact and address information.
- Enter Subcontractor information, as well as contract information for each contract.

Contract #

Business Name*

Business Type

Lookup

Contractor Name/DBA: Federal ID:

	Contractor Name	Federal ID	DBA
<input type="radio"/>	A & F Electrical Testing	99-9997449	
<input type="radio"/>	AB & A Test Company, Inc.	95-3997944	
<input type="radio"/>	ABC Drywall - Test	99-0000003	We Do Plaster too
<input type="radio"/>	ABC Plumbing Contractor - Test	99-0000002	
<input type="radio"/>	ABC Testing Inc.	99-9990377	
<input type="radio"/>	About Electrical - Test	99-9999887	123
<input type="radio"/>	About Electrical - Test	99-9999887	456
<input checked="" type="radio"/>	Absolute Testing Services, Inc	99-9995600	

1 of 246 items 50 items per page

- **All Yellow fields are required for entry**
- Search by Company Name or by FEIN
- Click **“SEARCH”**
- Choose the correct Company
- Click **“SELECT”**
- Complete the entry for the NOA.

Click **“SUBMIT”** if this is the only NOA you need to submit.

Click **“SAVE & ADD NEW”** if there are additional Subcontractors to add.

After NOA submission, Alliant CIP Administrator will reach out to your subcontractor for enrollment.

APPENDIX

How to Report CIP Payroll

Payroll is reported via the Alliant WrapX Contractor Portal. Credentials are typically provided at the time of enrollment. If you are joining the project after enrollment, or are otherwise in need of a username and password, please contact the Alliant CIP Administrator.

- Log into the Contractor Portal
- Find the contract where you would like to enter payroll for the month.
- If any payroll is missing, you will see the Payroll Status as **Incomplete**
- Click on the Contract number to open the Contract Summary

Contract #	Contract Status	ICW Status	Payroll Status	Non-CIP
TestCONT-009	Enrolled	Incomplete	Incomplete	
TestCONT-037	Incomplete	N/A		
TestCONT-024-02	Incomplete	Incomplete	Incomplete	
TestCONT-024-01	Closed	Incomplete		
TestCONT-036-02	Excluded	N/A		
TestCONT-001-0...	Incomplete	Missing		
TestCONT-001-0...	Incomplete	Incomplete		
TestCONT-015	Incomplete	N/A		
TestCONT-031	Incomplete	N/A		
TestCONT-035	Enrolled	N/A		
TestCONT-019	Incomplete	N/A		
TestCONT-010	Enrolled	N/A		
TestCONT-008	Enrolled	Incomplete	Incomplete	
TESTPRJ2-000	Enrolled	Pending For Signature		Non-CIP

Contract Summary

Contract #: TestCONT-001 Contractor: Alliant - Test Project: Sample Project C

Enrollment (Enrolled)

All Information Submitted

Document

Please click on GO TO DETAILS button to upload the documents.

Subcontract

No. of Subcontracts : 2

Insurance Costs (N/A)

Not Applicable

Non-CIP COI (Compliant)

All Information Submitted

Onsite Payroll (Incomplete)

Missed payroll

- Mar 2022, Feb 2022, Jan 2022, Dec 2021, Nov 2021, Oct 2021, Sep 2021, Aug 2021, Jul 2021, Jun 2021, May 2021, Apr 2021, Mar 2021, Feb 2021, Jan 2021, Dec 2020, Jul 2020, Apr 2020, Mar 2020, Feb 2020, Jan 2020, Dec 2019, Nov 2019, Oct 2019, Sep 2019, Aug 2019, Jul 2019, Jun 2019, May 2019, Apr 2019, Mar 2019, Feb 2019, Jan 2019, Dec 2018, Nov 2018, Oct 2018, Sep 2018, Aug 2018, Jul 2018, Jun 2018, May 2018, Apr 2018, Mar 2018, Feb 2018, Jan 2018

Incomplete payroll

- Jun 2020 - Missing Day(s) : 21

Close Out (N/A)

Applies upon completion of onsite work

- Find Onsite Payroll section
- Click on **“GO TO DETAILS”** to begin payroll entry process

If payroll is delinquent:

- System will default to the latest missing payroll
- The missing dates will be pre-filled
- For a New Entry, manually add the dates for the month
- Complete the payroll entry by entering Man hours and Payroll, (Straight time, unburdened payroll)
- Clicking on the **No Activity** box will prefill 0 (zero) for man hours and payroll for all lines for the month
- Clicking on the **Final Payroll** box will initiate the closeout of the contract. Payroll is still due until the closeout is accepted by the GC and completed by the Alliant CIP administrator
- Click Submit to complete the payroll entry
- Choose the Next month that should be entered, or click on Home to return to the main screen

Place your payroll details below. The payroll amounts should be reported for all employees working onsite and should only include the hours and dollar amounts for the time onsite. Refer to your Wrap Up Manual for details of how to report overtime, bonuses and other payroll exceptions. The records highlighted in red are missing monthly reports and should be reported immediately. If you have no work onsite during that period, please indicate this by check marking. No activity on jobsite during this period. Please mark your last report as the "Final Payroll" to indicate once your work is complete.

Total % of Estimated Payroll : 1.87% Total limited payroll submitted till date is \$ 95.00

Contract # : TestCONT-001

Project Name : Sample Project C (Project) Alliant - Test (95-9032140)

Report Date: 05/02/2022

Start Date: 05/10/2020 End Date: 06/30/2020

Signature: _____ Title: _____

No activity on this contract during this period Is this final payroll for this contract?

Class Code	Man Hours	Gross Payroll (\$)	Reported Payroll (\$)
<input type="checkbox"/> 5148 - Fixtures or Furniture Installation			
<input type="checkbox"/> 5195 - Electrical Wiring			
<input type="checkbox"/> 9159 - Elec Supervisor or Elec Superintendent			
	0.00	\$0.00	\$0.00

Intentionally under reporting payroll is a violation of the CIP procedures and will constitute a breach of contract. Subcontractor submitted payroll will be audited by Alliant Insurance Services (CIP Program Administrator), (CIP Insurer) and, at its option Sample Sponsor.

PRINT **SUBMIT**

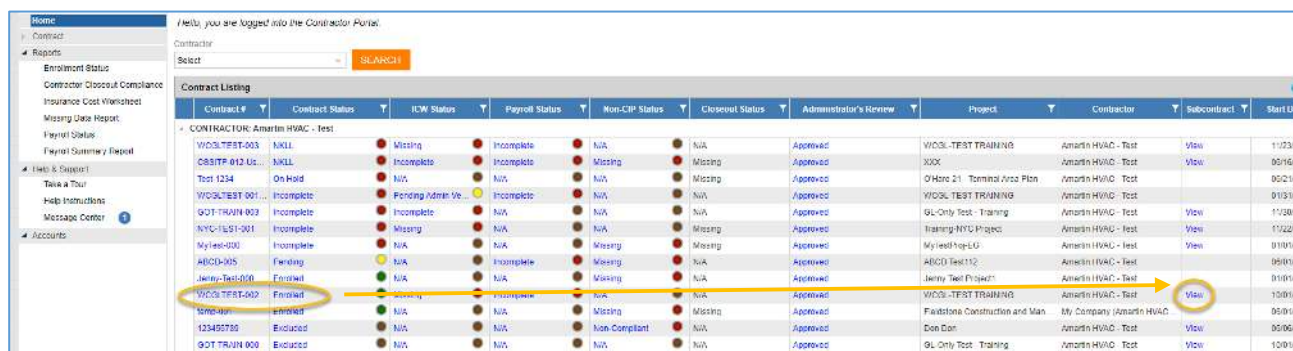
Certified Payroll is not considered the same as CIP Payroll. Please note that any Certified Payroll Reports submitted to Alliant WrapX will not satisfy the CIP Payroll Requirement.

APPENDIX

How to review Subcontractor Status

If you have subcontracted some of your work, it is important to review the status of your subcontractor(s) to see where they are at in their enrollment process. If your subcontractor is incomplete with their CIP enrollment, they are not authorized to work onsite. To review what may be missing from your subcontractors contract, please follow the below steps:

- From the Home Screen, locate your contract
- After locating your contract, Click on “View” in the Subcontractor column to review the list of subcontracts on this contract



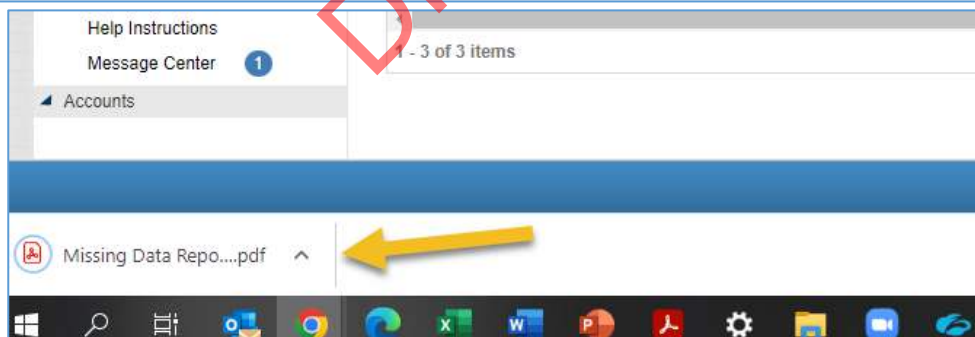
- To understand what is missing for one of the subcontracts, click on the word “Incomplete” or “Missing” for that subcontract. This will generate a Missing Data Report for that subcontractor

Contract #: WCGLEST-002 Project: WCGLEST TRAINING (WCGLEST) Contract Status: Enrolled Administrator's Review: Approved

Amartin HVAC - Test / WCGLEST-002

[Add Subcontract](#) | [Edit Subcontract](#) | [Delete Subcontract](#)

Contract #	Contract Status	ICW Status	Payroll Status	Non-CIP Status	Closeout Status	Administrator's Review	Project	Contractor	Start Date
<input type="checkbox"/> WCGLEST-002	Incomplete	Missing	Incomplete	N/A	N/A	Approved	WCGLE-TEST TRAINING	ABC Drywall - Test	01/31/2022
<input type="checkbox"/> WCGLEST-002	Enrolled	Missing	Incomplete	N/A	N/A	Approved	WCGLE-TEST TRAINING	ABC Drywall - Test	11/30/2020
<input type="checkbox"/> WCGLEST-002	Incomplete	Missing	Incomplete	N/A	N/A	Approved	WCGLE-TEST TRAINING	Amartin HVAC - Test	06/10/2022



- Open the Missing Data Report to see what the contractor is missing

Report generated for: Contract: WCGLEST-002-02	
Missing Data Report Training Sponsor Controlled Insurance Program	
Contract #	: WCGLEST-002-02
Contractor	: ABC Drywall - Test
Project	: WCGLE-TEST TRAINING
Period	: 01/31/2022 - 12/31/2025
Contract Status	: Incomplete
Work Description	: Drywall
Authorized to work Onsite	: No
Enrollment	
Status: Incomplete	
Missing Information	
<ul style="list-style-type: none"> • California Insurance Affirmation question has not been answered. • EMR is missing • Enrollment Signature Date is missing • Estimated Payroll is missing 	

APPENDIX

Required Information for Online Enrollment

Required Information	Help
1 Contractor name	May include type of company: Corporation, LLC, etc...
2 Parent contractor name	Name of company you are contracted with
3 Contractor Federal ID Number	Check Alliant data and update
4 Start Date at project site	Day physical work starts at jobsite
5 Estimated completion date	Can be an estimate
6 Contract Value	
7 Contract Description	Scope of work
8 Contractor Address	Physical address of office. Any P.O. Box should be entered under Mailing address
9 Contractor Main Phone and Fax numbers	
10 Contractor Primary Contact Name	
11 Contact position	
12 Contact phone and fax numbers, and email address	Email is preferred method for communication
13 Contractor Payroll Contact Name	Can be the same as the Primary Contact
14 Payroll Contact phone and fax numbers, and email address	Email is preferred method for communication
15 Workers' Compensation Class Codes to be used on job	Can be found in your company WC rate pages
16 Estimated Man hours and Payroll	Required for enrollment
17 Risk ID #	Also called Rating Board file #
18 Rating Bureau	NCCI or WCRIB or similar name
19 Experience Modifier (EMR)	Can be found in your company WC rate pages
20 WC Offsite Carrier	Corporate WC carrier name
21 WC Offsite Policy #	Corporate WC policy number
22 WC effective date	Corporate WC effective date
23 Policy Expiration Date	Corporate WC expiration date
24 If any work is being subcontracted out, please include information about subcontractors so enrollment can be started for each contractor	At a minimum: Contractor name; estimated start date; contact name, email and phone number; and contract value for subcontracted work.

APPENDIX

ACORD CERTIFICATE OF INSURANCE	DATE (MM/DD/YY)
---------------------------------------	-----------------

PRODUCER Contractor/Subcontractor's Insurance Broker Name & Address	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
---	---

	COMPANIES AFFORDING COVERAGE	
INSURED	COMPANY A	Insurance Carrier Name
Contractor/ Subcontractor Name	COMPANY B	Insurance Carrier Name
Contractor/ Subcontractor Address	COMPANY C	Insurance Carrier Name
	COMPANY D	Insurance Carrier Name

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS												
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONT PROT <input type="checkbox"/>	Policv Number	Effective Date	Expiration Date	<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td style="width: 80%;">GENERAL AGGREGATE</td><td style="text-align: right;">\$2,000,000</td></tr> <tr><td>PRODUCTS-COMP/OP AGG</td><td style="text-align: right;">\$2,000,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$1,000,000</td></tr> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$1,000,000</td></tr> <tr><td>FIRE DAMAGE (Any one fire)</td><td style="text-align: right;">\$500,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$10,000</td></tr> </table>	GENERAL AGGREGATE	\$2,000,000	PRODUCTS-COMP/OP AGG	\$2,000,000	PERSONAL & ADV INJURY	\$1,000,000	EACH OCCURRENCE	\$1,000,000	FIRE DAMAGE (Any one fire)	\$500,000	MED EXP (Any one person)	\$10,000
GENERAL AGGREGATE	\$2,000,000																
PRODUCTS-COMP/OP AGG	\$2,000,000																
PERSONAL & ADV INJURY	\$1,000,000																
EACH OCCURRENCE	\$1,000,000																
FIRE DAMAGE (Any one fire)	\$500,000																
MED EXP (Any one person)	\$10,000																
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>	Policv Number	Effective Date	Expiration Date	<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td style="width: 80%;">COMBINED SINGLE LIMIT</td><td style="text-align: right;">\$1,000,000</td></tr> <tr><td>BODILY INJURY (Per Person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per Accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE</td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT	\$1,000,000	BODILY INJURY (Per Person)	\$	BODILY INJURY (Per Accident)	\$	PROPERTY DAMAGE	\$				
COMBINED SINGLE LIMIT	\$1,000,000																
BODILY INJURY (Per Person)	\$																
BODILY INJURY (Per Accident)	\$																
PROPERTY DAMAGE	\$																
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/>	Policv Number	Effective Date	Expiration Date	<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td style="width: 80%;">AUTO ONLY - EA ACCIDENT</td><td style="text-align: right;">\$</td></tr> <tr><td>OTHER THAN AUTO ONLY:</td><td></td></tr> <tr><td style="padding-left: 20px;">EACH ACCIDENT</td><td style="text-align: right;">\$</td></tr> <tr><td style="padding-left: 20px;">AGGREGATE</td><td style="text-align: right;">\$</td></tr> </table>	AUTO ONLY - EA ACCIDENT	\$	OTHER THAN AUTO ONLY:		EACH ACCIDENT	\$	AGGREGATE	\$				
AUTO ONLY - EA ACCIDENT	\$																
OTHER THAN AUTO ONLY:																	
EACH ACCIDENT	\$																
AGGREGATE	\$																
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	Policv Number	Effective Date	Expiration Date	<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td style="width: 80%;">EACH OCCURRENCE</td><td style="text-align: right;">\$</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$						
EACH OCCURRENCE	\$																
AGGREGATE	\$																
	\$																
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ <input type="checkbox"/> INCL PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> EXCL	Policv Number	Effective Date	Expiration Date	<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td style="width: 80%;">STATUTORY LIMITS</td><td></td></tr> <tr><td>EACH ACCIDENT</td><td style="text-align: right;">\$1,000,000</td></tr> <tr><td>DISEASE - POLICY LIMIT</td><td style="text-align: right;">\$1,000,000</td></tr> <tr><td>DISEASE - EACH EMPLOYEE</td><td style="text-align: right;">\$1,000,000</td></tr> </table>	STATUTORY LIMITS		EACH ACCIDENT	\$1,000,000	DISEASE - POLICY LIMIT	\$1,000,000	DISEASE - EACH EMPLOYEE	\$1,000,000				
STATUTORY LIMITS																	
EACH ACCIDENT	\$1,000,000																
DISEASE - POLICY LIMIT	\$1,000,000																
DISEASE - EACH EMPLOYEE	\$1,000,000																
	OTHER																

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:

CERTIFICATE HOLDER Humboldt County c/o Alliant Insurance Services 701 B Street, 6 th Floor San Diego, CA 92101	CANCELLATION Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions AUTHORIZED REPRESENTATIVE
--	---

**Exhibit H
to CMAR Agreement**

General Conditions of the CMAR Agreement for Preconstruction and Construction Phase Services (Document 0700)

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SAMPLE

Exhibit H
to CMAR Agreement

**General Conditions
of the CMAR Agreement
for
Preconstruction and
Construction Phase
Services**

Document 00700

New Sempervirens
Psychiatric Health Facility

County of Humboldt

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SAMPLE

ARTICLE 1 GENERAL PROVISIONS:

1.1 DEFINITIONS. If and when the following terms appear in the Contract, they shall have the following meaning:

- 1.1.1. Acceptance of the Work.** Written acceptance of the Work or a completed deliverable, submittal, phase, or other Contract requirement, in compliance with the Agreement by the Director or the Director’s designee.
- 1.1.2. Addendum (Addenda).** A document issued by the COUNTY during the procurement period which modifies, supersedes or supplements the Contract Documents.
- 1.1.3. Adverse Weather.** Weather that satisfies all of the following conditions:
 - 1.1.3.1.** Unusually severe precipitation, sleet, snow, hail, heat, or cold, wind or fog conditions in excess of the norm for the location and time of year it occurred as determined by a source mutually agreed to by the COUNTY and the CMAR or, if none can be mutually agreed upon, as indicated at <http://countrystudies.us/united-states/weather/California>;
 - 1.1.3.2.** Unanticipated;
 - 1.1.3.3.** Occurring at the Project Site.
- 1.1.4. AHP.** ADVOCATES FOR HUMAN POTENTIAL, INC. (AHP) is the Program Funding Agreement Manager for the BHCIP Round 3 Grant Funding program for this project. The County of Humboldt has entered a Program Funding Agreement (PFA) with AHP.
- 1.1.5. Allowance(s).** Amount(s) indicated in the Agreement as part of the Direct Cost of the Work for specific scopes of work for which the CMAR may bill its time and materials. As a component of the Direct Cost of the Work, Allowance(s) amounts already include all Subcontractor bond costs or CMAR-provided subcontractor default insurance protection in lieu of Subcontractor bonds (e.g., SubGuard), all Bonds and Insurance premium charges and all other mark-up(s). Unused portions of Allowances shall be retained by the COUNTY at Completion.
- 1.1.6. Applicable Codes.** Include, but are not limited to, applicable laws, statutes, regulations, rules, building and other codes, ordinances, rulings, and lawful orders of all public authorities having jurisdiction over the COUNTY, the CMAR, Subcontractors, the Project, the Work, or the prosecution of the Work.
- 1.1.7. Architect or Engineer.** The architect(s), engineer(s) and other professional consultant(s) under contract to the COUNTY as the designer of record responsible for the preparation and coordination of the Drawings and technical sections for the Project and to provide design and construction documentation, and construction administration services for the Project.
- 1.1.8. BOARD.** The term “Board”, or pronouns in place of same where used herein, shall mean the Humboldt County Board of Supervisors.
- 1.1.9. Change Order.** A written order approved by the COUNTY on a COUNTY agreed-upon form and reviewed by the Architect, the CMAR and approved by the COUNTY. The Change Order alters the Contract Documents and does not include Work that could be or should be paid out of Project Contingency. All Change Orders shall identify all of the following:
 - 1.1.9.1.** A change in the Work due to:
 - 1.1.9.1.1.** Additional scope of Work;
 - 1.1.9.1.2.** Changes mandated by agencies having authority over the Project;
 - 1.1.9.1.3.** Unforeseen Site Conditions;

- 1.1.9.2. A change in the GMP;
 - 1.1.9.3. The extent of the adjustment in the Contract Time; and/or
 - 1.1.9.4. An adjustment to the Contract terms.
- 1.1.10. **Claim.** A Claim is a Dispute (see definition below) that remains unresolved after conclusion of the Dispute Resolution Process identified below. Individual unresolved Disputes may be aggregated into one or more Claim(s).
- 1.1.11. **Closeout Documentation.** Closeout Documentation shall include the following, without limitation:
- 1.1.11.1. A full set of final As-Built Drawings, as further defined herein;
 - 1.1.11.2. All Operations & Maintenance Manuals and information, as further defined herein;
 - 1.1.11.3. All Warranties, as further defined herein; and
 - 1.1.11.4. All verified report(s) for all scope(s) of Work as required for final Completion of the Project.
- 1.1.12. **CMAR's General Conditions.** The support activities that must be in place to support the construction aspects of the Project, including without limitation, the categories and items set forth in the CMAR's General Conditions Table attached to the Fee Proposal. Including Division 00 and Division 01 Specification requirements.
- 1.1.13. **Completion.** When the entire Work is completed in accordance with all Contract requirements, as determined by the COUNTY.
- 1.1.14. **Construction Manager.** The Construction Manager is the agent or independent qualified consultant assigned to the Project by Humboldt County Department of Public Works. The Construction Manager may also perform the function of the Project Inspector or Owner's Representative. The Construction Manager is the COUNTY's on-site construction management agent for the Project. The Construction Manager's authority is limited to providing direction and making decisions with respect to the Project to the extent that such direction does not (1) involve an adjustment to the Contract Price or the Contract Time or (2) substantively change the scope of the Project, without the COUNTY's prior written approval. The Construction Manager will log, route, and maintain all project communications and documentation including, but not limited to, letters of instruction, contractor letters, requests for information, submittals, cost proposals and changes to the work. The Construction Manager shall not be responsible for means, methods, techniques, sequences or procedures of construction, no be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.
- 1.1.15. **Construction Manager at Risk, "CMAR," "Construction Manager at Risk" or "CM-at-Risk" or "Contractor".** The individual, partnership, corporation, association, joint venture, or any combination thereof, that has entered into the Agreement with the COUNTY to do the Work, identified as such in the Agreement, and referred to throughout the Contract as if singular in number. CMAR shall solicit trade bids from trade contractors (Subcontractors) on a competitive basis and enter into contracts with these trade contractors to perform their trade work.
- 1.1.16. **Construction Supervisor/Inspector.** The term "Construction Supervisor/Inspector" or "Inspector" shall mean the agent or independent qualified consultant assigned to the Project by Humboldt County Department of Public Works to perform the following services: provide inspection services, field coordination, and quality assurance during construction. Observe the performance of Project labor, installation of all materials and equipment to be incorporated into the Work and the placing of such materials and equipment to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of such observations, the Project Inspector will keep the Owner's Representative informed as to the progress of the Work. The Project Inspector shall not be responsible for means, methods, techniques, sequences or procedures of construction, nor be responsible for the Contractor's failure to carry out the Work in accordance with the Contract

Documents.

- 1.1.17. Contract or “Agreement”.** The written and fully executed COUNTY Standard Agreement form, including all of its Exhibits. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all previous modifications, agreements, proposals, negotiations, representations, and commitments, both oral and written, between the parties. The Contract may be amended or modified only by a Change Order executed by both parties. The Contract shall not be construed to create a contractual relationship of any kind between any persons or entities other than the COUNTY and the CMAR.
- 1.1.18. Contract Documents.** The Contract Documents include the Agreement as well as any other documents incorporated therein, and also include any Payment and Performance Bonds; any Change Orders referred to herein that are authorized hereunder and any documents referred to under Change Orders; and any COUNTY written response to an RFI; and all Design Documents.
- 1.1.19. Contract Price.** The Contract Time shall mean the amount set forth as the contract price in the Agreement.
- 1.1.20. Contract Time.** The Contract Time is the period of time, including authorized adjustments, allotted in the Contract for Completion of the Work. There is one Contract Time for the Preconstruction Phase and one Contract Time for the Construction Phase. Except for the uses of the term “Contract Time” that are clearly attributable to just one Phase, Contract Time is applicable to all Phases.
- 1.1.21. COUNTY.** The term “County”, or “Owner”, or pronouns in place of same where used herein, shall mean Humboldt County acting through its Board of Supervisors.
- 1.1.22. Day.** Calendar day, unless otherwise specifically defined.
- 1.1.23. Deliverable.** Any tangible item provided or to be provided by CMAR under this Agreement. A Deliverable does not include Services.
- 1.1.24. Design Document(s).** Written documents including all Drawings and Specifications specifying the attributes, characteristics, and requirements of the building to be constructed, including its site, the Project Program and as further developed and elaborated upon by the COUNTY’s Architect or Engineer throughout the design process described in this Agreement. Once approved by the COUNTY to be used for the construction of the Project, all Design Document(s) and Specifications become part of the Contract Documents.
- 1.1.25. Direct Cost of the Work.** The total cost of the actual construction of the Project as may be revised throughout the Construction Phase via a Change Order and/or the use of the Project Contingency. The Direct Cost of the Work is further described in **Exhibit B** to the Agreement, is a component of the GMP and includes only
- 1.1.25.1.** The sum of all Subcontractor costs, fees and charges, including Subcontractor non-OCIP insurance and bond costs incurred during the Construction Phase (or CMAR-provided contractor default insurance protection in lieu of Subcontractor bonds), but not any component of Work that is part of the CMAR’s General Conditions;
- 1.1.25.2.** All Allowance(s).
- 1.1.26. Director.** The Director of Public Works of the COUNTY, or the Director's designee.
- 1.1.27. Dispute.** A Dispute is a request, demand or assertion by CMAR during performance of the Work regarding money and/or time adjustments with which the COUNTY does not agree. A Dispute is not a Claim.

- 1.1.28. Drawings.** The graphic and pictorial portions of the Contract Documents, illustrating the design, location and dimensions of the Work, generally including but not limited to, plans, elevations, sections, details, schedules and diagrams.
- 1.1.29. Emergency.** A sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.
- 1.1.30. Equal or “Approved Equal” or “Or Equal” or “Equivalent”.** Material, equipment, or method approved by the COUNTY for use in the Work, as being acceptable as an equivalent alternative in essential attributes to the material, equipment, or method specified in the Contract Documents.
- 1.1.31. Float.** The measure of leeway in starting and completing an activity. Float or slack is not for the exclusive use of or benefit of either the COUNTY or the CMAR, but its use shall be determined solely by the COUNTY. “Free Float” is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity. “Total Float” is the measure of leeway in starting or completing an activity without adversely affecting the planned Project Completion date.
- 1.1.32. Force Majeure.** A force majeure event is one or more of the following events that adversely impacts the COUNTY’s or the CMAR’s performance: acts of God, acts of a public enemy, fires, floods, windstorms, tornadoes, earthquakes, wars, riots, insurrections, epidemics, quarantine restrictions, strikes, lockouts, fuel shortages, or freight embargoes. Notwithstanding the preceding, Force Majeure events shall not include (a) strikes or lockouts involving the CMAR or the CMAR’s employees, and (b) strikes or lockouts involving the CMAR’s Subcontractors or Subcontractors’ employees unless CMAR has taken all diligent efforts to avoid or minimize the strikes or lockouts.
- 1.1.33. General Notes.** The written instructions, provisions, conditions or other requirements appearing on the Drawings, and so identified thereon, which pertain to the performance of the Work.
- 1.1.34. Guarantee.** The CMAR's assurance that the Project complies with the requirements of the Contract Documents.
- 1.1.35. Guaranteed Maximum Price or “GMP”.** The maximum price that the COUNTY will pay CMAR as payment for all Work of the Construction Phase of Project. The GMP is further described herein and in **Exhibit B** to the Agreement and includes only the sum of the following:
- 1.1.35.1.** Direct Cost of the Work (See definition herein), including all Allowance(s) (if any);
 - 1.1.35.2.** CMAR’s Construction Phase Services Fee;
 - 1.1.35.3.** CMAR’s General Conditions in its performance of the Work during the Construction Phase (e.g., labor costs, equipment costs, materials costs, non-OCIP insurance costs, bond costs, etc.); and
 - 1.1.35.4.** Project Contingency.
- 1.1.36. LEED.** LEED Certification is not a project requirement.
- 1.1.37. Master Project Schedule or “Master Schedule” or “Project Schedule” or “Schedule”.** This schedule will be a COUNTY-approved, schedule that must include a detailed summary of all activities and milestones, including durations, logic, resources and status for each activity. The CMAR must provide monthly updates to the Master Project Schedule.
- 1.1.38. Not in Contract or “NIC”.** The Services for a particular Phase of the Work that is mentioned in the Agreement for reference purposes only and as such has not been authorized in the Agreement.
- 1.1.39. Not Yet Authorized or “NYA”.** The Services for a particular Phase of the Work that is within the Contract, but for which the COUNTY has not yet authorized CMAR to begin performing. NYA

items or Services are intended to be within the scope of this Agreement, but shall only be so if COUNTY authorizes the Phase in which the NYA item or Services is included.

- 1.1.40. Notice to Proceed.** A notice provided by the COUNTY to the CMAR, authorizing and directing the CMAR to begin the Work, to the extent described in the Notice to Proceed and pursuant to the time frames indicated in the Notice to Proceed. The COUNTY may issue separate Notices to Proceed for separate phases or portions of the Work.
- 1.1.41. OCIP.** A project specific insurance program that will be initiated and administered by the COUNTY to provide many of the insurance requirements set forth herein during the Construction Phase that will insure the interest of the CMAR, any Subcontractor or Sub-subcontractor performing Work at or incidental to the Project site. .
- 1.1.42. OWNER or “COUNTY”.** The term “Owner”, or “COUNTY”, or pronouns in place of same where used herein, shall mean Humboldt County acting through its Board of Supervisors.
- 1.1.43. OWNER or “COUNTY” Contingency.** An amount set by the COUNTY that is not part of the GMP and which the COUNTY may use to pay Change Orders.
- 1.1.44. Phase(s).** Distinct portion(s) of the Work to be provided under this Agreement. The following Phases compose all the Phases in the Project:
- 1.1.44.1. Preconstruction Phase:** The phase that includes:
- 1.1.44.1.1.** 100% Schematic Design will be completed by the COUNTY A&E team approximately at the time of CMAR contract execution. CMAR to provide 100% SD construction estimate, constructability review, life-cycle cost analysis for all building systems, written recommendations for value-engineering.
 - 1.1.44.1.2.** Design Development; participate and coordinate with County A&E team.
 - 1.1.44.1.3.** Construction Documents; Preparation of Construction Drawings, technical specifications, addenda, supplementary conditions, permitting, Subcontractor bidding requirements, and other documents to set forth in detail all aspects of the design, bidding, function and construction of the Project.
 - 1.1.44.1.4.** CMAR’s bidding of all of the Work to subcontractors.
 - 1.1.44.1.5.** CMAR’s preparation of its GMP.
- 1.1.44.2. Construction Phase:** The entire construction period for the Project, which begins following completion of the Preconstruction Phase and after the COUNTY’s authorization to begin the Construction Phase. The Construction Phase will end upon Completion of the Project.
- 1.1.45. Pre-Selected Subcontractors:** the subcontractors that the CMAR selects and includes in their proposal as Construction Trade Partner to provide Preconstruction Phase services similar to the CMAR for their specialized scope of work (including but not limited to Estimating, Drawing & Specification Reviews, Constructability Reviews, Value-Analysis, Value-Engineering, Peer review of System Selections and Design Development, etc.), and to provide Construction Phase installation of the Work.
- 1.1.46. Product Data.** Illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the CMAR to illustrate materials or equipment for some portion of the Work.

- 1.1.47. Project.** The “Project” is the total construction of which the Work performed under the Contract Documents may be the whole or a part.
- 1.1.48. Project Contingency.** The contingency identified in Exhibit “B” to the Agreement which is to be used by the CMAR to pay for any changes or extra work, as detailed in the applicable subsection of the “Conflicts, Ambiguities, Errors and Omission in the Contract Documents” Section herein. The unused portion of the Project Contingency shall be retained by the COUNTY at the end of the Project.
- 1.1.49. Project Manager.** The COUNTY employee who is assigned to the Project by Humboldt County Department of Public Works and the person authorized to act as the COUNTY’s agent to oversee the design and construction of the Project. The Project Manager oversees the work of the third-party Construction Manager who is the COUNTY’s on-site construction management agent. The Project Manager shall not be responsible for means, methods, techniques, sequences or procedures of construction, not be responsible for the Contractor’s failure to carry out the Work in accordance with the Contract Documents.
- 1.1.50. Proposed Change Order or “PCO”.** A Proposed Change Order is a written request prepared by the CMAR requesting that the COUNTY and the Architect issue a Change Order based upon a proposed change to the Work.
- 1.1.51. Record Documents.** The Drawings amended to show the Project as it was constructed. Record Documents include any significant changes or clarifications to the Drawings resulting from the construction process.
- 1.1.52. Request for Information (RFI).** A written request by the CMAR submitted in a COUNTY provided format for information regarding Project specific issues.
- 1.1.53. Retention.** A percentage of the GMP that the COUNTY shall withhold until Completion of the Work.
- 1.1.54. Samples.** Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.
- 1.1.55. Schedule.** See definition for “Master Project Schedule.”
- 1.1.56. Shop Drawings.** Drawings, diagrams, schedules, and other data specially issued for the Work by the CMAR or a Subcontractor, Sub-subcontractor, and material suppliers to illustrate some portion of the Work.
- 1.1.57. Site.** The Project site as shown on the Drawings.
- 1.1.58. Specifications or “Technical Specifications”.** That portion of the Contract Documents (Division 2 through Division 49) consisting of the written requirements for materials, standards, equipment, construction systems, and standards of workmanship for the Work, and performance of related services.
- 1.1.59. Stop Services Order.** A written notice, delivered in accordance with this Agreement, by which the COUNTY may require the CMAR to stop all, or any part, of the Services under this Agreement, for the period set forth in the Stop Services Order. The Stop Services Order shall be specifically identified as such and shall indicate that it is issued pursuant to the Stop Services provision herein.

- 1.1.60. Subcontractor.** An individual, partnership, corporation, association, joint venture, or any combination thereof, who has a direct contract with the CMAR to perform work or labor or render service in or about the Work. The term "Subcontractor" is referred to as if singular in number and means a Subcontractor or a representative of the Subcontractor. The term "Subcontractor" shall not include those who supply materials only or a separate contractor or subcontractors of a separate contractor,
- 1.1.61. Substantial Completion.** Substantial Completion shall mean that the Work is sufficiently complete, in accordance with the Contract Documents, that the COUNTY can occupy or utilize the Work or a designated portion thereof for the use for which it is intended.
- 1.1.62. Sub-subcontractor.** A person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the work. The term "Sub-subcontractor" is referred to as if singular in number and means a Sub-subcontractor or a representative of the Sub-subcontractor.
- 1.1.63. Substitution.** A material and/or process offered by the CMAR in lieu of the specified material and/or process, and accepted by the COUNTY in writing as being equivalent (equal) to the specified material and/or process.
- 1.1.64. Surety or Sureties.** The person, firm, or corporation that executes as surety the CMAR's Performance Bond and Payment Bond, and must be a California admitted surety insurer as defined in the Code of Civil Procedure section 995.120.
- 1.1.65. SWPPP.** The COUNTY's Storm Water Pollution Prevention Plan.
- 1.1.66. Unforeseen Site Conditions.** Conditions actually encountered on the Project Site that were reasonably unforeseeable based on all the information available to the CMAR prior to finalizing the GMP, that are one or more of the following:
- 1.1.66.1.** Subsurface or latent physical conditions at the Site differing materially from those indicated; or
 - 1.1.66.2.** Unknown physical conditions at the Site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in this Contract; or
 - 1.1.66.3.** Unknown hazardous materials on the Site.
- 1.1.67. Warranty.** A manufacturer's or material supplier's assurance that products and services provided meet the requirements of the Contract Documents.
- 1.1.68. Work or "Service(s)".** Construction and services required by the Contract Documents and approved change orders, including all labor, materials, equipment and services provided, or to be provided, by the CMAR to fulfill the CMAR's obligations under the Contract.

1.2 EXECUTION, CORRELATION AND INTENT

- 1.2.1.** The Contract will not be binding on the COUNTY until fully executed by the appropriate authorized representatives of the CMAR and the COUNTY. The parties signing the Contract certify that they have the proper authorization to do so.

- 1.2.2. Execution of the Contract by the CMAR is a representation that the CMAR is familiar with the methodology under which the work is to be performed and has correlated personal observations with requirements of the Contract Documents.
- 1.2.3. The intent of the Contract Documents is to include all items necessary for Completion of the Work by the CMAR. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.
- 1.2.3.1. The CMAR admits and agrees that the Contract Documents exhibit the intent and purpose of the Owner in regard to the Work, and that they are not complete in every detail and are to be considered as showing the purpose and intent only; and CMAR further agrees to furnish all labor or material for any detail that is necessary to carry out said intent and purpose without extra charge to the Owner.
- 1.2.3.2. Any part of the Work or any article or detail pertaining thereto which is not specifically set forth in the Specifications or shown on the Drawings, but which is necessary for the proper completion of the Work, shall be furnished and installed at the CMAR's expense the same as if it had been partly or fully shown or specified.
- 1.2.3.3. The misplacement, addition or omission of any word, letter or punctuation mark shall in no way change the intent, purpose of meaning or the Plans and Specifications.
- 1.2.4. Organization of the Specifications into Documents, Divisions, Sections and Articles, and arrangement of Drawings shall not control the CMAR in dividing the Work among Subcontractors, nor in establishing the extent of work to be performed by any trade.
- 1.2.5. When standards of the Federal Government, trade societies, or trade associations are referred to in the Contract Documents by specific date of issue, these shall be considered as part of the Contract Documents. When such references do not bear date of issue, current published edition at the date of the first solicitation shall be considered as part of the Contract Documents.
- 1.2.6. Unless otherwise stated in the Contract Documents, words and terms which have well-known or commonly accepted technical or construction industry meanings shall be used in the Contract Documents in accordance with such recognized meanings.
- 1.2.7. Every part of the Work shall be accomplished in workmanship-like manner by workers, laborers, or mechanics skilled in the class of work required. Any person the COUNTY may deem incompetent or disorderly shall be promptly removed from the Project by the CMAR upon written notice from the COUNTY, and shall not be re-employed.
- 1.2.8. No verbal agreement or conversation with any officer, agent, or employee of Owner or Architect, either before or after execution of the Agreement, shall affect or modify any terms or obligations of the Contract unless duly incorporated into the Contract by written Change Order or amendment of the Contract.
- 1.3 USE OF THE COUNTY'S DRAWINGS AND OTHER DOCUMENTS.** The Drawings, Contract Documents and other documents issued by the COUNTY, and copies furnished to the CMAR, are for use solely with respect to this Project. They are not to be used by the CMAR or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects, nor for additions to this Project outside the scope of the Work without the specific written consent of the COUNTY. The CMAR, Subcontractors, Sub-subcontractors and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Contract Documents and other documents issued by the COUNTY appropriate to, and for use in, the execution of their work under the requirements of the Contract Documents.

1.4 CAPITALIZATION

1.4.1. Terms capitalized in these General Conditions include those which are:

- 1.4.1.1. Specifically defined; or
- 1.4.1.2. Titles of numbered Articles; or
- 1.4.1.3. References to Paragraphs, Subparagraphs and Clauses; or
- 1.4.1.4. Titles of other documents.

1.5 CONFLICTS IN THE CONTRACT DOCUMENTS

1.5.1. In the event of conflict in the Contract Documents, the following order of precedence shall prevail:

- 1.5.1.1. COUNTY-approved modifications, beginning with the most recent (if any);
- 1.5.1.2. The Agreement;
- 1.5.1.3. Any Supplemental Conditions (if any);
- 1.5.1.4. These General Conditions;
- 1.5.1.5. The remaining Contract Documents;
- 1.5.1.6. The Specification Division 1 Documents;
- 1.5.1.7. The Technical Specifications (Division 02 through Division 49); and
- 1.5.1.8. The Drawings.

1.5.2. In the case of conflict within the Drawings, the following shall govern:

- 1.5.2.1. Schedules, when identified as such, shall govern over all other portions of the Drawings;
- 1.5.2.2. Specific notes shall govern over all other notes and all other portions of the Drawings, except schedules described in the preceding Clause;
- 1.5.2.3. Larger scale Drawings shall govern over smaller scale Drawings;
- 1.5.2.4. Detail Drawings shall govern over standard plates within the Contract Documents; and
- 1.5.2.5. Figured or numerical dimensions shall govern over dimensions obtained by scaling.
- 1.5.2.6. In cases of discrepancy concerning dimension, quantity and location, the Plans shall take precedence over the Specifications. Explanatory notes on the Plans shall take precedence over conflicting drawn indications. Large-scale details shall take precedence over smaller scale details and figured dimensions shall take precedence over scaled measurement. Where figures are not shown, scale measurements shall be followed but shall in all cases be verified by measuring actual conditions of Work already in place. In cases of discrepancy concerning application of materials and non-technical requirements over materials, the specifications shall take precedence over Plans.

1.5.3. **Omissions.** If the Contract Documents are not complete as to any Detail or required construction system or with regard to the manner of combining or installing of parts, materials, or equipment, but there exists accepted trade standard for good and workmanlike construction, such detail shall be deemed to have been implied by the requirements of the Contract Documents in accordance with such standard. "Detail" shall include the concept of substantially identical components, where price of each such component is small even though aggregate cost or importance is substantial, and shall include a single component which is incidental, even though its cost or importance may be substantial. Quality and quantity of parts or material so supplied shall conform to trade standards and be compatible with type, composition, strength, size and profile of parts or materials otherwise set forth in the Contract Documents.

1.6 REQUESTS FOR INFORMATION, CLARIFICATION OR ADDITIONAL INSTRUCTIONS

- 1.6.1. Requests for Information (RFI).** Should the CMAR discover conflicts, omissions, or errors in the Contract Documents, or have any questions concerning interpretation or clarification of Contract Documents, the CMAR shall immediately submit to the COUNTY in writing an RFI that complies with the following requirements:
- 1.6.1.1.** All RFIs, whether originated by the CMAR, a Subcontractor or supplier at any tier, shall be submitted by the CMAR to the COUNTY.
 - 1.6.1.2.** RFIs shall be numbered sequentially and be presented in the format provided by the COUNTY.
 - 1.6.1.3.** The CMAR shall clearly and concisely set forth the single issue for which interpretation or clarification is sought, indicate Specification Section number, article and subarticle numbers, and Contract Drawing number, and detail, or other item involved and state why a response is required from the COUNTY.
 - 1.6.1.4.** The CMAR shall set forth its own interpretation or understanding of the requirements, along with reasons why it has reached such an understanding in each RFI.
 - 1.6.1.5.** RFIs shall be submitted in a timely manner in order that they may be adequately researched and answered before the response affects any critical activity of the Work.
 - 1.6.1.6.** Responses to RFIs will endeavor to respond within fourteen (14) days unless the COUNTY notifies the CMAR in writing that a response will take longer. The fourteen (14) days will begin when the RFI is received and dated by the COUNTY.
 - 1.6.1.7.** Responses from the COUNTY will not change any requirement of the Contract unless so noted by the COUNTY in the response to the RFI.
 - 1.6.1.8.** Should the CMAR think that a response to an RFI causes a change to the Contract that requires a Change Order, the CMAR shall, before proceeding, give written notice to the COUNTY, indicating that the CMAR considers the COUNTY's response to the RFI to be a Change Order. Failure to give such written notice within fourteen (14) days of receipt of the COUNTY's response to the RFI shall waive the CMAR's right to seek additional time or cost herein or for a Change Order.
- 1.6.2. Additional Detailed Instructions.** The COUNTY may furnish additional detailed written and/or graphic instructions to explain the work more fully, and such instructions shall be a part of the Contract requirements. Should additional detailed instructions, in the opinion of the CMAR, constitute work in excess of the scope of the Work, the CMAR shall submit written notice to the COUNTY within fourteen (14) days following receipt of such instructions, and in any event prior to commencement of the work thereon. The COUNTY will then consider the notice; and, if in the COUNTY's judgment it is justified, the COUNTY's instructions will be revised or the extra work authorized as a Change Order.

ARTICLE 2 ADMINISTRATION OF THE CONTRACT

2.1 INFORMATION AND/OR SERVICES REQUIRED OF THE COUNTY

- 2.1.1.** Information and/or services under the COUNTY's control shall be furnished by the COUNTY within a mutually agreed upon response time so as to avoid delay in the orderly progress of the Work.
- 2.1.2.** The COUNTY shall furnish the CMAR Drawings and Contract Documents as specified in the Agreement.

2.2 ADMINISTRATION OF THE CONTRACT

- 2.2.1.** The COUNTY will provide administration of the Contract as described in the Contract Documents during construction and through the guarantee period.

- 2.2.2. The COUNTY, and its Construction Manager and Construction Supervisor/Inspector, will visit the Project site as appropriate to the stage of construction to become familiar with the progress and quality of the completed work and to determine if the Work is in accordance with the Contract Documents.
- 2.2.3. **Independent CMAR.** CMAR shall be, and is an independent CMAR, is not an employee or agent of the COUNTY, and is not covered by any employee benefit plans provided to the COUNTY's employees. CMAR is, and shall be, liable for its own acts and omissions as well as those of its employees, its Subcontractors and its agents. Nothing in this Agreement shall be construed as creating an employment or agency relationship between the COUNTY and the CMAR.
- 2.2.3.1. The CMAR will determine the method, details and means of performing its responsibilities with regard to the Services, including, without limitation, exercising full control over the direction and compensation of all persons assisting the CMAR in the performance of the Services. The CMAR shall be solely responsible for all matters relating to the payment of its employees, including compliance with social security, withholding, any and all employee benefits, and all regulations governing such matters.
- 2.2.3.2. The Contract Documents shall not be construed to create any contractual relationship of any kind between the Architect and the CMAR, but the Architect shall be entitled to performance of obligations intended for its benefit, and to enforcement thereof. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner or the Architect and any subcontractor or sub-subcontractor.
- 2.2.4. Unless so specified in the Contract Documents, the COUNTY, and its Construction Manager and Construction Supervisor/Inspector, will not have control over construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the Work. The COUNTY will not be responsible for the CMAR's failure to carry out the Work in accordance with the requirements of the Contract Documents. The COUNTY will not be responsible for acts, errors, or omissions of the CMAR, a Subcontractor, or anyone directly or indirectly employed by any of them, or of any other persons performing portions of the Work.
- 2.2.5. Communications by and with the COUNTY's Construction Supervisor/Inspector, and consultants shall be through the Construction Manager, unless otherwise directed by the COUNTY. Communications by and with Subcontractors, Sub-subcontractors and material suppliers shall be through the CMAR. Communications by and with separate contractors shall be through the COUNTY's Construction Manager, unless otherwise directed by the COUNTY.
- 2.2.6. **COUNTY's Quality Assurance Plan.** The COUNTY and its Construction Manager and Construction Supervisor/Inspector may evaluate CMAR's performance under this Contract. Such evaluation may include assessing CMAR's compliance with all Contract terms and performance standards. Any deficiencies in the CMAR's performance that the COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected, will be reported to the CMAR's principal. The report may include recommended improvements and corrective measures to be taken by the CMAR. If the CMAR's performance remains unsatisfactory, the COUNTY may, without limitation, terminate this Contract for cause or impose other penalties as specified in this Contract. Any evaluation of CMAR's performance conducted by the COUNTY shall not be construed as an Acceptance of the CMAR's work product or methods of performance. CMAR shall be solely responsible for the quality, completeness, and accuracy of the work product that CMAR and its Subcontractors deliver under this Contract. CMAR shall not rely on COUNTY or its Construction Manager or Construction Supervisor/Inspector to perform any quality control review of CMAR's work product; as such review shall be conducted by CMAR.

- 2.2.7. If the COUNTY or its Construction Manager or Construction Supervisor/Inspector observes work that appears to not comply with the requirements of the Contract Documents, the COUNTY will have the authority to reject the Work. Whenever the COUNTY considers it necessary or advisable for implementation of the intent of the Contract Documents, the COUNTY, or its Construction Supervisor/Inspector, will require additional inspection or testing of the Work, as indicated herein, whether or not such work is fabricated, installed or completed.
- 2.2.8. The COUNTY, and/or its Construction Manager and/or its Construction Supervisor/Inspector, will review and take action upon the CMAR's submitted Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The COUNTY's action will be taken so as to cause no delay in the Work while allowing sufficient time to permit adequate review. Review of submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities, nor for substantiating instructions for installation or performance of equipment or systems, which remain the responsibility of the CMAR.
- 2.2.9. The CMAR may propose, but the COUNTY is not obligated to accept, alternative material(s), article(s), or equipment that are of equal quality and of required characteristics for the purpose intended. The COUNTY or the COUNTY's Project Manager will examine any and all proposed alternatives for compliance with the Contract Documents. The proposed material(s), article(s), or equipment will be reviewed for comparative quality, suitability, and performance against the product(s) specified in the Contract Documents consistent with the Substitution procedures in the Contract Documents.
- 2.2.10. The COUNTY, and/or its Construction Supervisor/Inspector, will conduct inspections to determine the CMAR's compliance with the Contract Documents. The COUNTY will determine the date of final Completion; will receive, for review and record, written warranties and related documents required by the Contract Documents and assembled by the CMAR; and will issue a final Payment Authorization upon compliance with the requirements of the Contract Documents and Acceptance of the Work.

2.3 TERMINATION FOR CAUSE

- 2.3.1. **Grounds for Termination.** The COUNTY, in its sole discretion, may terminate the Contract and/or terminate the CMAR's right to perform the work of the Contract based upon the following:
 - 2.3.1.1. CMAR refuses or fails to execute the Work or any separable part thereof with sufficient diligence as will ensure its completion within the time specified or any extension thereof, or
 - 2.3.1.2. CMAR fails to complete all or a portion of the Work within the time specified or any extension thereof, or
 - 2.3.1.3. CMAR persistently fails or refuses to perform Work or provide material of sufficient quality as to be in compliance with Contract Documents; or
 - 2.3.1.4. CMAR files a petition for relief as a debtor, or a petition is filed against the CMAR without its consent, and the petition not dismissed within sixty (60) days; or
 - 2.3.1.5. CMAR makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency; or

- 2.3.1.6. CMAR persistently or repeatedly refuses fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the Work in the time specified; or
- 2.3.1.7. CMAR fails to make prompt payment to Subcontractors, or for material, or for labor unless such payments or portions of payments are disputed in good faith by CMAR; or
- 2.3.1.8. CMAR persistently disregards laws, or ordinances, or instructions of COUNTY; or
- 2.3.1.9. CMAR fails to supply labor, including that of Subcontractors, that can work in harmony with all other elements of labor employed or to be employed on the Work; or
- 2.3.1.10. CMAR or its Subcontractor(s) is/are otherwise in breach, default, or in substantial violation of any provision of this Contract.

2.3.2. Notification of Termination.

- 2.3.2.1. Upon the occurrence at COUNTY's sole determination of any of the above grounds, COUNTY may, without prejudice to any other right or remedy, serve written notice upon CMAR and its Surety of COUNTY's termination of this Contract and/or the CMAR's right to perform the work of the Contract. This notice will contain the reasons for termination. Unless, within three (3) days after the service of the notice, any and all condition(s) shall cease, and any and all violation(s) shall cease, or arrangement satisfactory to COUNTY for the correction of the condition(s) and/or violation(s) be made, this Contract shall cease and terminate. Upon termination, CMAR shall not be entitled to receive any further payment until the entire Work is finished.
- 2.3.2.2. Upon termination for cause, COUNTY may immediately serve written notice of tender upon Surety whereby Surety shall have the right to take over and perform this Contract only if Surety:
 - 2.3.2.2.1. Within three (3) days after service upon it of the notice of tender, gives COUNTY written notice of Surety's intention to take over and perform this Contract; and
 - 2.3.2.2.2. Commences performance of this Contract within three (3) days from date of serving of its notice to COUNTY.
 - 2.3.2.2.3. If Surety fails to notify COUNTY or begin performance as indicated herein, COUNTY may take over the Work and execute the Work to completion by any method it may deem advisable at the expense of CMAR and/or its Surety. CMAR and/or its Surety shall be liable to COUNTY for any excess cost or other damages the COUNTY incurs thereby. Time is of the essence in this Contract. If the COUNTY takes over the Work as herein provided, COUNTY may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plan, and other property belonging to CMAR as may be on the Site of the Work, in bonded storage, or previously paid for.

2.3.3. Effect of Termination.

- 2.3.3.1. CMAR shall, only if ordered to do so by the COUNTY, immediately remove from the Site all or any materials and personal property belonging to CMAR that have not been incorporated in the construction of the Work, or which are not in place in the Work. The COUNTY retains the right, but not the obligation, to keep and use any materials and personal property

belonging to CMAR that have not been incorporated in the construction of the Work, or which are not in place in the Work. The CMAR and its Surety shall be liable upon the performance bond for all damages caused the COUNTY by reason of the CMAR's failure to complete the Contract.

- 2.3.3.2. In the event that the COUNTY shall perform any portion of, or the whole of the Work, pursuant to the provisions of the General Conditions, the COUNTY shall not be liable nor account to the CMAR in any way for the time within which, or the manner in which, the Work is performed by the COUNTY or for any changes the COUNTY may make in the Work or for the money expended by the COUNTY in satisfying claims and/or suits and/or other obligations in connection with the Work.
- 2.3.3.3. In the event that the Contract is terminated for cause, no allowances or compensation will be granted for the loss of any anticipated profit by the CMAR or any impact or impairment of CMAR's bonding capacity.
- 2.3.3.4. If the expense to the COUNTY to finish the Work exceeds the unpaid GMP, CMAR and Surety shall pay difference to COUNTY within twenty-one (21) days of COUNTY's request.
- 2.3.3.5. The COUNTY shall have the right (but shall have no obligation) to assume and/or assign to a general contractor or construction manager or other third party who is qualified and has sufficient resources to complete the Work, the rights of the CMAR under its subcontracts with any or all Subcontractors. In the event of an assumption or assignment by the COUNTY, no Subcontractor shall have any claim against the COUNTY or third party for Work performed by Subcontractor or other matters arising prior to termination of the Contract. The COUNTY or any third party, as the case may be, shall be liable only for obligations to the Subcontractor arising after assumption or assignment. Should the COUNTY so elect, the CMAR shall execute and deliver all documents and take all steps, including the legal assignment of its contractual rights, as the COUNTY may require, for the purpose of fully vesting in the COUNTY the rights and benefits of its Subcontractor under Subcontracts or other obligations or commitments. All payments due the CMAR hereunder shall be subject to a right of offset by the COUNTY for expenses and damages suffered by the COUNTY as a result of any default, acts, or omissions of the CMAR. CMAR must include this assignment provision in all of its contracts with its Subcontractors.
- 2.3.3.6. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to COUNTY. In addition, all remedies provided for in this Contract are cumulative and may be exercised individually or in combination with any other remedy available hereunder.

2.4 TERMINATION FOR THE COUNTY'S CONVENIENCE

- 2.4.1. The COUNTY reserves the right to terminate this Contract pursuant to this section, or any part thereof for its sole convenience. In the event of such termination, the CMAR shall immediately stop all work hereunder and shall immediately cause any and all of its Subcontractors, Sub-subcontractors and material suppliers at any tier, to immediately stop all work, leaving the site in a safe and secured condition.
- 2.4.2. If the COUNTY terminates the Contract for convenience, CMAR shall have no claims against the COUNTY except for the actual cost of the components of the Guaranteed Maximum Price actually performed, that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise, and:

- 2.4.2.1. Was performed prior to the notice of termination.
- 2.4.2.2. Was necessary on the part of the CMAR to effect the termination on the date specified by the COUNTY and to minimize the liability of the CMAR and the COUNTY to third parties as a result of termination.
- 2.4.2.3. CMAR shall not be paid for any work performed or costs incurred after the termination date that reasonably could have been avoided.
- 2.4.2.4. The amount due CMAR shall be less any amounts required to be withheld as indicated herein, and less any prior payment(s) made to, or on the account of the CMAR.

2.5 SUSPENSION FOR THE COUNTY'S CONVENIENCE

- 2.5.1. The COUNTY may, by written notice, order the CMAR to suspend, delay or interrupt the Work, in whole or in part, for such period of time as the COUNTY may determine.
- 2.5.2. An adjustment will be made for increases in the cost of performance of the Work, including profit on the increased cost of performance caused by suspension, delay or interruption. No adjustment will be made to the extent:
 - 2.5.2.1. That performance is, was or would have been so suspended, delayed or interrupted by another cause for which the CMAR is responsible; or
 - 2.5.2.2. That an equitable adjustment is made or denied under another provision of the Contract.

2.6 TERMINATION BY COUNTY FOR NON-APPROPRIATION; COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

- 2.6.1. The COUNTY's obligation under this Contract is subject to the availability of authorized funds. The COUNTY may terminate the Contract or any part of the Work, without prejudice to any right or remedy of the COUNTY, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or in any amendment or Change Order hereto, the COUNTY may terminate this Contract in whole or in part, upon written notice to the CMAR.
- 2.6.2. Payment shall not exceed the amount allowable for appropriation by BHCIP and County Funding. If the Contract is terminated for non-appropriation:
 - 2.6.2.1. The COUNTY will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and
 - 2.6.2.2. The CMAR shall be released from any obligation to provide further services pursuant to the Contract as are affected by the termination.

ARTICLE 3 CMAR

3.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY THE CMAR

- 3.1.1. The CMAR and its Pre-Selected Subcontractors (M/E/P/FP/Elevator) shall carefully study and compare the Contract Documents and shall report to the COUNTY, in writing, any errors,

inconsistencies or omissions discovered. If the CMAR performs any work knowing it involves a recognized error, inconsistency or omission in the Contract Documents, without notifying the COUNTY of the error, inconsistency or omission, the CMAR shall assume responsibility for the performance of that work and shall bear the cost for any necessary corrections.

3.1.2. The CMAR shall take field measurements and verify field conditions and shall compare the field measurements, conditions and other related information known to the CMAR with the Contract Documents before performing any Work.

3.1.3. Unforeseen Site Conditions. In the event CMAR discovers an Unforeseen Site Condition, then CMAR shall promptly, and before the Site conditions are disturbed, notify the COUNTY in writing with details of the Unforeseen Site Condition. The COUNTY will promptly investigate the Unforeseen Site Condition, and if the COUNTY determines that the Site condition materially differs from the Contract Documents and will cause an increase or decrease in the CMAR's cost of, or the time required for, performance of any part of the Work, whether or not changed as a result of the Unforeseen Site Condition, a Change Order will be issued in accordance with the applicable provisions herein.

3.1.4. CMAR shall inform itself fully and shall assume the risk as to the physical conditions at the Project Site. CMAR's lack of knowledge of existing Site conditions will not be accepted as an excuse for failure to perform the specified Work, nor shall CMAR's lack of knowledge of existing Site conditions be an acceptable basis for a Claim for additional compensation.

3.2 SUPERVISION AND CONSTRUCTION PROCEDURES

3.2.1. The CMAR shall supervise and direct the Work. The CMAR shall be responsible for, and have control over, construction means, methods, techniques, sequences, procedures, safety precautions and programs in connection with the Work, and for coordinating the Work under the Contract; unless otherwise noted or specified in the Contract Documents.

3.2.2. Employees and Personnel

3.2.2.1. The CMAR shall use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the Work. The CMAR has been selected to perform the Work herein, in part, because of the skills and expertise of the key individuals and/or firms (collectively "CMAR's Key Personnel") that are listed in the Contract Documents.

3.2.2.1.1. Substitution or replacement of CMAR's Key Personnel, unless a person is no longer employed by CMAR, is not allowed except with written approval of the COUNTY.

3.2.2.1.2. Prior to the authorization of any Phase of the Project, the Parties shall agree upon any Key Personnel applicable to that Phase.

3.2.2.2. If any person fails to perform to the satisfaction of the COUNTY, upon written notice the CMAR will have fifteen (15) calendar days to remove that person from the Project and replace that person with one acceptable to the COUNTY. All lead or key personnel for any Subcontractor must also be designated by any Subcontractor and are subject to all conditions stated in this section.

3.2.2.3. The CMAR shall be responsible for all costs associated with replacing any of CMAR's Key Personnel, including the additional costs to familiarize replacement personnel with the Work.

If the CMAR does not furnish replacement personnel acceptable to the COUNTY, the COUNTY may terminate this Contract for cause.

- 3.2.3. The CMAR shall be responsible to the COUNTY for acts and omissions of the CMAR's employees, Subcontractors, Sub-subcontractors or material suppliers and their agents and employees, and other persons performing portions of the Work under a contract with the CMAR.
- 3.2.4. The CMAR shall be responsible in all respects for the actions or inaction of all Subcontractors, Sub-subcontractors or material suppliers, at all tiers, regardless of whether they are stipulated suppliers or sole sourced. The COUNTY shall not be responsible or liable for any action or inaction of any Subcontractor, Sub-subcontractor or material supplier, at any tier, except to the extent that the COUNTY is the direct cause of the change or delay.
- 3.2.5. The CMAR shall not be relieved of obligations to perform the Work in accordance with the Contract Documents, either by activities or duties of the COUNTY, the COUNTY's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the CMAR.
- 3.2.6. The CMAR shall be responsible for inspections of portions of the Work already completed under the Contract to determine that those portions of Work are in proper condition to receive subsequent work. If the CMAR determines that some work performed on the Project does not comply with the requirements of the Contract Documents, the CMAR shall repair or replace the defective work at the CMAR's sole expense.
- 3.2.7. Until Acceptance of the Work, the CMAR shall have the charge and care thereof, and shall bear risk of injury or damage to any part of the Work by action of the elements (except for an Act of God, or natural disaster as proclaimed by the State or Federal Government), or from any other reason except for the damages as are directly caused by acts of the Federal or State Government and the public enemy.

3.3 LABOR AND MATERIALS

- 3.3.1. Unless otherwise provided in the Contract Documents, the CMAR shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Materials, articles and equipment furnished by the CMAR for incorporation into the Work shall be new unless otherwise specified in the Contract Documents.
 - 3.3.1.1. All material and labor shall be subject to the approval of the Architect as to its quality and fitness, and shall be immediately removed if it does not meet with approval.
 - 3.3.1.2. Skilled and Trained Workforce requirements apply to this project per PCC 20146, PCC 2600 and per Article 11 of the Standard Agreement Coversheet.
- 3.3.2. **Hours of Labor.** Workers are limited and restricted to 8 hours during any one calendar day, and 40 hours during any one calendar week except that pursuant to Labor Code Section 1815, any work performed 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 1-1/2 times the basic rate of pay. Pursuant to Labor Code section 1813, the CMAR shall pay the COUNTY Twenty-Five Dollars (\$25) as a penalty for each worker for each calendar day worked in violation of the above limitations and restrictions.

3.3.3. Prevailing Wage

- 3.3.3.1. The CMAR shall comply with the provisions of the Labor Code including sections 1770 to 1780, inclusive and specifically Section 1775. In accordance with Section 1775, the CMAR shall forfeit to the COUNTY the statutory amount, (currently not to exceed two hundred dollars (\$200) for each calendar day, or portion thereof), for each worker paid less than the prevailing rates, as determined by the COUNTY, for the work or craft in which that worker is employed for any work done under Contract by CMAR or by any Subcontractor.
- 3.3.3.1.1. The amount of the penalty shall not be less than forty dollars (\$40) for each calendar day, or portion thereof, unless the failure of CMAR or Subcontractor was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of CMAR.
- 3.3.3.1.2. The amount of the penalty shall not be less than eighty dollars (\$80) for each calendar day or portion thereof, if CMAR or Subcontractor has been assessed penalties within the previous three (3) years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.
- 3.3.3.1.3. The amount of the penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, if the Labor Commissioner determines the CMAR or Subcontractor willfully violated Labor Code section 1775.
- 3.3.3.1.4. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by CMAR or Subcontractor.
- 3.3.3.2. Pursuant to Labor Code, Section 1770, the Director of the Department of Industrial Relations (DIR) has ascertained the general prevailing rate of per diem wages and a general prevailing rate for legal holiday and overtime work for each craft required for execution of the Contract. CMAR shall pay and shall cause to be paid each worker engaged in Work on the Project not less than the general prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between CMAR or any Subcontractor and such workers. The general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public work is to be performed for each craft, classification, or type of worker needed to execute this Contract are on file at Humboldt County Public Works, 1106 Second Street, Eureka, CA 95501, Phone (707) 445-7493 and are available to interested parties on request and by reference are incorporated herein and made a part hereof. CMAR will maintain a copy of prevailing rates and wages on the job site during the contract period. Prevailing wage rates are also available on the internet at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>.
- 3.3.3.3. Wage rates set forth are the minimum that may be paid by the CMAR. Nothing herein shall be construed as preventing the CMAR from paying more than the minimum rates set. No extra compensation whatsoever will be allowed by the COUNTY due to the inability of the CMAR to hire labor at minimum rates, nor for necessity for payment by the CMAR of subsistence, travel time, overtime, or other added compensations, all of which possibilities are elements to be considered and ascertained to the CMAR's own satisfaction in preparing its Proposal.

3.3.3.4. If it becomes necessary to employ a craft, classification or type of worker other than those listed on the internet at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>, the CMAR shall contact the Division of Labor Statistics and Research to find the appropriate prevailing wage determination. If the Division of Labor Statistics and Research is unable to identify a determination that is applicable, the CMAR shall notify the COUNTY immediately, and the COUNTY will request a special determination from the Division of Labor Statistics and Research. The rate thus determined shall be applicable from the commencement of the Project.

3.3.3.5. CMAR stipulates that it will comply with the provisions of Labor Code section 1776 with respect to payroll records. The CMAR and each Subcontractor shall keep an accurate payroll record showing the names, addresses, social security numbers, work classifications, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CMAR and/or Subcontractor in connection with the Work. Payroll records shall be certified and shall be on forms provided by the Division of Labor Standards Enforcement, or shall contain the same information as those forms. Upon written request by the COUNTY, the CMAR's and Subcontractor's certified payroll records shall be furnished within ten (10) days. The CMAR's and Subcontractor's certified payroll records shall be available for inspection at the principal office of the CMAR on the following basis:

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

3.3.3.5.2. A certified copy of all payroll records shall be made available for inspection or furnished upon request to the Owner or the Division of Labor Standards Enforcement.

3.3.3.5.3. A certified copy of all payroll records shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the Owner or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided, pursuant to paragraph b. above, the requesting party shall, prior to being provided the records, reimburse the cost of the Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the Contractor.

3.3.3.6. The CMAR shall be familiar with the various Federal, State and Local laws affecting public work, especially, but not limited to, those laws relating to hours of employment, minimum wage rates, payment of wages, sanitary and safety conditions for workmen, workmen's compensation insurance, type and kind of materials that can be used, non-discrimination in employment and affirmative-action programs. CMAR is advised that this is a Public Project which may be paid for, in whole or in part, by Federal, State and/or local funds. CMAR shall comply with applicable regulations and hold harmless the County for the Contractor's failure to comply. The identification or listing of certain of those laws, ordinances, rules and regulations in the Contract Documents does not excuse the CMAR from complying with other statutory requirements or provisions which are not set forth in these Contract Documents.

3.3.3.6.1. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the Owner, shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name,

address, and social security number. The name and address of the contractor awarded the contract for performing the contract shall not be marked or obliterated.

3.3.4. Registration.

3.3.4.1. CMAR shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations. Labor Code section 1771.1(a) states the following:

“A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

3.3.4.2. CMAR shall, and shall ensure that all “subcontractors” (as defined by Labor Code section 1722.1), comply with Labor Code section 1725.5, including without limitation the registration requirements with the Department of Industrial Relations that are set forth in Labor Code section 1725.5. CMAR represents to the COUNTY that all “subcontractors” (as defined by Labor Code section 1722.1) are registered pursuant to Labor Code section 1725.5. CMAR acknowledges that, for purposes of Labor Code section 1725.5, this work is a public work to which Labor Code section 1771 applies.

“A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

3.3.5. Travel and Subsistence Payments. CMAR shall pay travel and subsistence payments to persons required to execute the Work as travel and subsistence payments are defined in applicable collective bargaining agreements filed with the Department of Industrial Relations, pursuant to Labor Code, Sections 1773.1 and 1773.9.

3.3.6. Apprentices. CMAR acknowledges and agrees that, if this Contract involves a dollar amount or any threshold, if any, greater than those specified in Labor Code section 1777.5, then this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of CMAR to ensure compliance with Labor Code section 1777.5 for all apprenticeship occupations. If Labor Code section 1777.5 applies, then:

CMAR shall only employ properly registered apprentices in the execution of the Work. Every apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which the apprentice is employed, and shall be employed only at the work of the craft or trade to which the apprentice is registered.

3.3.7. Subcontractor Health and Safety Program.

- 3.3.7.1. Each Subcontractor and Sub-subcontractor can work at the Project Site if it can demonstrate its compliance with the following requirements and it can provide the following required written documentation:
- 3.3.7.2. Its worker’s compensation experience modifier rate(s) for the most recent three-year period, the average of which must be 1.00 or less; and
 - 3.3.7.2.1. Its average total recordable injury and illness rate(s) for the most recent three-year period, the average of which must not exceed the applicable statistical standards for its business category; and
 - 3.3.7.2.2. Its average lost work rate for the most recent three-year period; and
 - 3.3.7.2.3. Its acknowledgement of its compliance with the CMAR’s site safety program.
- 3.3.7.3. Should the Subcontractor or Sub-subcontractor workers compensation experience modifier for the most recent three-year period, or its average total recordable injury and illness rates for the most recent three-year period exceed the above requirements, but the Subcontractor or Sub-subcontractor workers compensation experience modifier at the time of the subcontractor bid packages is 1.50 or less, then the Subcontractor or Sub-subcontractor may work at the Project Site if the Subcontractor or Sub-subcontractor:
 - 3.3.7.3.1. Is a party to an alternative dispute resolution system as provided for in Labor Code section 3201.5; and
 - 3.3.7.3.2. Demonstrates that its Project site safety program is compliant with the provisions of the California Division of Occupational Safety and Health regulations, and the CMAR's Project site safety program required by the Article entitled “Protection of Persons and Property” set forth in these General Conditions, and the provisions of the COUNTY’s OCIP.

3.4 NONDISCRIMINATION/NO HARASSMENT CLAUSE

- 3.4.1. **Nondiscrimination.** During the performance of this Contract, CMAR and its Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, ethnic group identification, national origin, ancestry, physical or mental disability, medical condition (cancer), Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), marital status, age (over 40), sex, sexual orientation, denial of family care leave and denial of pregnancy disability leave in connection with any program or activity funded in whole or in part by Federal and/or State funds provided through this grant contract. CMAR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- 3.4.2. **No Harassment.** During the performance of this Contract, the CMAR and its Subcontractors shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom the CMAR or its Subcontractors interact in the performance of this Contract. CMAR and its Subcontractors shall take all reasonable steps to prevent harassment from occurring.
- 3.4.3. **FEHA.** CMAR shall comply with applicable provisions of the Fair Employment and Housing Act, California Government Code, Sections 12990 et seq., and the applicable regulations promulgated under California Code of Regulations, title 2, Sections 7285 et seq. The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code, Section

12990, set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part of it as if set forth in full.

- 3.4.4. CMAR and its Subcontractors shall give written Notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Contract. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the CMAR has a collective bargaining agreement, to refer either minorities and/or women shall excuse the CMAR's obligations under these specifications; Government Code, Section 12990; or the regulations promulgated pursuant thereto.
- 3.4.5. CMAR shall include the nondiscrimination/no harassment and compliance provisions of this clause in any and all subcontracts issued to perform Work under the Contract.
- 3.4.6. CMAR shall not enter into any subcontract with any person or firm decertified from State contracts pursuant to Government Code, Section 12990.

3.5 GUARANTEE AND WARRANTY

- 3.5.1. CMAR guarantees that it will perform all Work for Project within the Contract Time for the GMP and in accordance with the Contract Documents, including without limitation, the drawings and specifications, and that the work as installed will fulfill the requirements included in the Contract Documents.
- 3.5.2. CMAR also unconditionally guarantees and warrants that the Work will be completed in accordance with the requirements of the Contract Documents, and will remain free of defects in workmanship and materials for a period of **one (1) year** from the date of recordation of the Notice of Completion for the Project, unless a longer warranty period is specifically called for in the Contract Documents. CMAR shall repair or replace any and all work, together with any adjacent work that may have been damaged or displaced, which was not in accordance with the requirements of the Contract Documents, or that may be defective in its workmanship or material within the Guarantee period specified in the Contract Documents, without any expense whatsoever to the COUNTY; ordinary wear and tear and abuse excepted. The warranty period(s) may be adjusted based on the provisions of the section herein entitled, "Occupancy by the COUNTY Prior to Completion of the Work."
- 3.5.3. CMAR shall obtain and preserve for the benefit of the COUNTY, all manufacturer's warranties on materials, fixtures, and equipment incorporated into the Work and as indicated in the Contract Documents, and the warranty schedule (if any).
- 3.5.4. CMAR further agrees, within fourteen (14) days after being notified in writing by the COUNTY, of any work not in accordance with the requirements of the Contract Documents or any defects in the Work, that the CMAR shall commence and execute, with due diligence, all work necessary to fulfill the terms of the Guarantee. If the COUNTY finds that the CMAR fails to perform any of the work under the Guarantee, the COUNTY will proceed to have the work completed at the CMAR's expense and the CMAR will pay costs of the work upon demand. The COUNTY will be entitled to all costs, including reasonable attorney's fees necessarily incurred upon the CMAR's refusal to pay the above costs.
- 3.5.5. Notwithstanding the foregoing Subparagraph, in the event of an emergency constituting an immediate hazard to health or safety of COUNTY employees, property, or licensees, the COUNTY may undertake, at the CMAR's expense and without prior notice, all work necessary to correct such hazardous condition(s) when it is caused by work of the CMAR not being in accordance with the requirements of the Contract Documents.

3.5.6. The above provisions do not in any way limit the guarantees on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. CMAR shall furnish to the COUNTY all appropriate guarantee or warranty certificates as indicated in the Specifications or upon request by the COUNTY. Any and all guarantee periods, one year or otherwise, do not in any way limit or waive the County's rights to pursue legal action for patent or latent construction defects in accordance with California Code of Civil Procedure sections 337.1 and/or 337.15.

3.6 TAXES.

3.6.1. CMAR shall also pay, when due, all applicable income taxes, including estimated taxes, incurred as a result of the compensation paid by the COUNTY to the CMAR for the Services. The COUNTY is exempt from federal excise taxes and no payment will be made for any taxes levied on the CMAR's or any Subcontractor's employees' wages. CMAR agrees to indemnify, defend and hold the COUNTY harmless for any claims, costs, losses, fees, penalties, interest or damages (including attorney fees and costs) suffered by the COUNTY resulting from the CMAR's failure to comply with this provision. The COUNTY may offset any taxes paid by the COUNTY as a result of the CMAR's breach of this provision.

3.6.2. CMAR and/or its subcontractors, as required, shall pay, when due, all applicable sales taxes. The Direct Cost of Work component of the GMP shall include all applicable sales taxes or other taxes that may be due in accordance with section 7051 of the Revenue and Taxation Code, Regulation 1521 of the State Board of Equalization or any other tax code that may be applicable.

3.7 PERMITS, FEES AND NOTICES

3.7.1. Unless otherwise provided in the Contract Documents, the Owner shall give all notices and procure and pay for permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Contract.

3.7.2. The CMAR shall obtain and pay fees for Encroachment Permits from the City of Eureka, County of Humboldt, and CalTrans as needed.

3.7.3. LICENSES: Professional, trade, business and other licenses required by state statute or local government are entirely the responsibility of the CMAR and subcontractors, and shall be prerequisite to performing work on the Project.

3.7.4. PERMITS:

3.7.4.1. Permits shall also include any cash deposits, returnable or otherwise, required by authorities having legal jurisdiction to make such demands;

3.7.4.2. Owner reserves the right to cancel and declare null and void the Contract should any legal permit be refused or not issued for any reason;

3.7.4.3. Due to cancellation for said reasons, Owner will not consider any claims by CMAR for loss of anticipated profits, and/or uncompleted work.

3.7.5. Contractor shall procure and deliver to the Construction Administrator in forms prescribed and complete with dates and authorized signatures, all certificates of inspection, testing or approvals required of or by State or Civil authorities having legal jurisdiction or any public authority bearing on the performance of the Work.

3.7.6. CMAR shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on the performance of the Work.

3.7.7. If the CMAR observes that portions of the Contract Documents are at variance with applicable laws, statutes, ordinances, building codes, and rules and regulations, the CMAR shall promptly notify the

COUNTY in writing. If the CMAR allows work to be performed known to be contrary, or should have known to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without prior notice to the COUNTY, CMAR shall assume full responsibility for the Work and shall bear the attributable costs. Nothing in these plans or specifications is to be construed to permit work not conforming to these codes.

- 3.7.8.** CMAR is subject to municipal, county laws, rules, city public works, and regulations pertaining to building permits and regulating the design and construction of buildings upon COUNTY property, and as specified in the Contract Documents.
- 3.7.9.** All construction work shall comply with the Applicable Codes including, without limitation, the California Building Standards Code (CBSC), including the California Green Building Standards (CALGreen) Code current adopted edition, as of the proposal date.
- 3.7.10. Trenches.**
 - 3.7.10.1.** Pursuant to Labor Code section 6705, if the Contract Sum exceeds \$25,000 and involves the excavation of any trench or trenches five (5) feet or more in depth, the CMAR shall, in advance of excavation, promptly submit to the COUNTY, and/or its Construction Supervisor/Inspector, and a registered civil or structural engineer employed by the COUNTY or Architect, a detailed plan showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches.
 - 3.7.10.2.** If CMAR's shoring plan varies from the Shoring System Standards established by the CalOSHA State of California Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer, but in no case shall the shoring plan be less effective than that required by the CalOSHA State of California Construction Safety Orders. No excavation of any trench or trenches shall be commenced until CMAR's shoring plan has been accepted by the COUNTY or by the person to whom authority to accept has been delegated by the COUNTY.
 - 3.7.10.3.** Pursuant to Labor Code section 6705, nothing in this Article shall impose tort liability upon the COUNTY or any of its employees.
 - 3.7.10.4.** CMAR shall not commence any excavation Work until it has secured all necessary permits including the required CAL OSHA excavation/shoring permit. Any permits shall be prominently displayed at the Site prior to the commencement of any excavation work.
 - 3.7.10.5.** Except in an emergency, CMAR shall contact the appropriate regional notification center at least two (2) days prior to commencing any excavation if the excavation will be conducted in an area or in a private easement that is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the COUNTY, and obtain an inquiry identification number from that notification center. No excavation shall be commenced and/or carried out unless an inquiry identification number has been assigned to the CMAR or any Subcontractor and the CMAR has given the COUNTY the identification number. Any damages arising from CMAR's failure to make appropriate notification shall be at the sole risk and expense of the CMAR. Any delays caused by failure to make appropriate notification shall be at the sole risk of the CMAR and shall not be considered as a basis for an extension of the Contract Time.

3.8 SUPERINTENDENT

- 3.8.1. CMAR shall employ a competent Superintendent(s) and necessary assistants who shall be in attendance at the Project Site during performance of the Work. The Superintendent shall represent the CMAR, and communications given to the Superintendent shall be as binding as if given directly to the CMAR. All communications shall be confirmed in writing by the CMAR. At any other time when the Superintendent is absent from the Project Site because no Work is being performed, the Superintendent shall nevertheless keep the COUNTY advised of the Superintendent's whereabouts so that the Superintendent may readily be reached and available for consultation at the Project Site at any time.

3.9 PROJECT SCHEDULES AND NARRATIVE REPORT

- 3.9.1. **Master Project Schedule.** Within fourteen (14) calendar days after the starting date on the Notice to Proceed, the CMAR shall prepare and submit to the COUNTY for review and acceptance, with copy to the Architect, a detailed draft Master Project Schedule. This schedule, once accepted by the COUNTY, will be the Master Project Schedule as defined herein and shall be used for determining progress payments. Reference Specification Section 01 32 00 CONTRACT SCHEDULES for further detailed requirements and procedures.

- 3.9.1.1. The Work activities making up the Master Project Schedule shall be of sufficient detail to assure that adequate planning has been done for proper execution of the Work and such that, in the sole judgment of the COUNTY, it provides an appropriate basis for monitoring and evaluating the progress of the Work. The schedule shall show the interdependence of each activity and a critical path. The Master Project Schedule shall include, but shall not be limited to, the following items:

- 3.9.1.1.1. Project design and construction activities;
- 3.9.1.1.2. Due dates of contractual obligations;
- 3.9.1.1.3. Approximate duration for each activity.
- 3.9.1.1.4. Procurement activities.
- 3.9.1.1.5. Project meetings;
- 3.9.1.1.6. Dates for submission for required milestones;
- 3.9.1.1.7. Notice to Proceed for Construction Phase;
- 3.9.1.1.8. Activities and milestones during construction;
- 3.9.1.1.9. Commissioning Activities;
- 3.9.1.1.10. Procurement, installation and construction of CMAR-Procured Equipment
- 3.9.1.1.11. Procurement, installation and construction of furniture, fixtures and equipment if the COUNTY selects the FF&E Option;
- 3.9.1.1.12. Coordination of the ordering, delivery, outfitting, and installation of furniture, fixtures and equipment, the purchase of which will be at the COUNTY's expense;
- 3.9.1.1.13. Punch list preparation, punch list work, and punch list sign-off;
- 3.9.1.1.14. Move-in, occupancy, and initiation of Psychiatric Health operations;
- 3.9.1.1.15. Project Closeout; and
- 3.9.1.1.16. Closeout Documentation.

- 3.9.1.2. CMAR's Master Project Schedule shall show the sequence, duration in calendar or working days, and interdependence of activities required for the complete performance of all Work. The schedule shall show milestones, including milestones for COUNTY-furnished information, and shall include activities for COUNTY-furnished equipment and furniture when those activities are interrelated with the CMAR's activities. The transmittal provided

with the Master Project Schedule shall state whether the durations are in work days or calendar days.

- 3.9.1.3.** CMAR's Master Project Schedule shall begin with the effective date of the Notice to Proceed and conclude with the date of final Completion.
 - 3.9.1.4.** No more than twenty percent (20%) of the activities will have less than five (5) workdays of Float unless approved by the COUNTY.
 - 3.9.1.5.** The construction schedule shall include a critical path activity that reflects anticipated rain delay during the performance of the Work. Reference Specification Section 01 32 00 CONTRACT SCHEDULES for the Weather Delay Allowance duration.
 - 3.9.1.6.** The schedule shall be developed using an appropriate work breakdown structure.
 - 3.9.1.7.** CMAR may submit a Master Project Schedule that shows the work completed in less time than the specified Contract Time – an early completion (“advanced”) schedule. However, the COUNTY's acceptance of such a schedule will not change the Contract Time. The COUNTY is not required to accept an advanced schedule. CMAR shall not be entitled to extra compensation if the COUNTY allows the CMAR to proceed performing the Work on an advanced schedule and CMAR completes the Project, for whatever reason, beyond the date shown in that advanced schedule, but within the time for Completion indicated in the Contract. A schedule showing the work completed in less than the time for Completion indicated in the Contract, shall be considered to have Project Float.
 - 3.9.1.8.** CMAR shall not sequester Float through such strategies as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing, etc. No time extensions will be granted nor delay damages paid until a delay occurs which extends the Work beyond the Contract Completion date. In addition, COUNTY-caused delays on the Project may be offset by COUNTY-caused time savings (i.e., critical path submittals returned in less time than allowed by the Contract, approval of substitution requests and credit changes which result in a savings of time to the CMAR, etc.). In such an event, the CMAR shall not be entitled to receive a time extension or delay damages until all COUNTY-caused time savings are exceeded and the Contract Completion date is also exceeded.
- 3.9.2.** Time is of the essence in the Completion of the Work. CMAR shall begin work by the start date stated in the Notice to Proceed. Work shall be executed to Completion in accordance with the approved Project Schedule, subject to adjustment in accordance with the requirements of the Contract Documents.
- 3.9.3.** CMAR shall provide an adequate work force, materials of proper quality, and equipment to properly execute the Work and to ensure Completion of each part in accordance with the Project Schedule and within the Contract Time specified.
- 3.9.4.** The COUNTY's review and acceptance of the Master Project Schedule is for compliance with the requirements of the Contract Documents only. Review and acceptance by the COUNTY of the Master Project Schedule only means that the COUNTY acknowledges that the CMAR believes the CMAR can perform the Work as indicated in the Master Project Schedule and does not relieve the CMAR of any of the CMAR's responsibility for the accuracy or feasibility of the Master Project Schedule, or of the CMAR's ability to meet the interim Project milestone dates and the date of Completion. The COUNTY's review and acceptance does not expressly or impliedly warrant,

acknowledge or admit the reasonableness of the logic, durations, manpower or equipment loading of the Master Project Schedule.

3.9.5. Schedule Updates.

- 3.9.5.1.** CMAR shall provide a monthly update to the Master Project Schedule to the COUNTY for review and acceptance. The COUNTY's review and acceptance of CMAR's schedule update(s) does not expressly or impliedly warrant, acknowledge or admit the reasonableness of the logic, durations, manpower or equipment loading of the schedule update(s).
- 3.9.5.2.** In addition, the CMAR shall provide an update to the Master Project Schedule to the COUNTY, and the COUNTY's Construction Manager and Construction Supervisor/Inspector, within ten (10) days of commencement of each Phase and at other times when significant changes are made to the schedule or as requested by the COUNTY.
- 3.9.5.3.** CMAR shall provide an update to the Master Project Schedule for the Construction Phase of the Project. Preparation of the Master Schedule for the Construction Phase will take into consideration sufficient time for the Humboldt County Board of Supervisors to authorize that phase, including any time necessary for the COUNTY to obtain approval of funding.
- 3.9.5.4.** CMAR shall provide an update to the Master Project Schedule within three (3) days upon the reasonable request of the COUNTY.
- 3.9.6. Narrative.** CMAR shall include with its monthly update to the Master Project Schedule, a Schedule Narrative Report containing a narrative that includes the following:

 - 3.9.6.1.** CMAR's transmittal letter;
 - 3.9.6.2.** Description of problem tasks, referenced to field instructions, RFIs, Change Order numbers, or claim numbers as appropriate;
 - 3.9.6.3.** Current and anticipated delays not resolved by approved Change Order, including:

 - 3.9.6.3.1.** CMAR's reason for the cause of the delay;
 - 3.9.6.3.2.** Corrective action and schedule adjustments to correct the delay including the use of Float; and
 - 3.9.6.3.3.** Known or potential impact of the delay on other activities, milestones, and project completion date.
 - 3.9.6.4.** Changes in construction sequence;
 - 3.9.6.5.** Pending items and status thereof including but not limited to:

 - 3.9.6.5.1.** Pending Change Orders;
 - 3.9.6.5.2.** Time extension requests; and
 - 3.9.6.5.3.** Other items.
 - 3.9.6.6.** Contract completion date status:

3.9.6.6.1. If ahead of schedule, the number of calendar days ahead; or

3.9.6.6.2. If behind schedule, the number of calendar days behind.

3.9.6.7. Other project or scheduling concerns; and

3.9.6.8. Updated network diagram with target bars shown.

3.9.7. The Master Project Schedule shall also show all submittals associated with each work activity, allowing a minimum of fourteen (14) and a maximum of thirty (30) calendar days for the Architect's review of each submittal unless a longer period of time is specified in the Contract Documents.

3.9.7.1. In addition, the CMAR shall also submit a separate Submittal Schedule listing all submittals required by the Contract and noting the anticipated date that each submittal will be submitted. All submittals precedent to critical construction activities shall be included in the construction schedule.

3.10 DOCUMENTS AND SAMPLES AT THE PROJECT SITE

3.10.1. CMAR shall maintain at the Project site one record copy of the Drawings, Contract Documents (including these General Conditions), Addenda, Change Orders and other modifications, in good order and marked currently to record changes and selections made during construction; and in addition, Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the COUNTY, and its Construction Manager and Construction Supervisor/Inspector, and shall be delivered to the COUNTY upon Completion of the Work.

3.10.2. **Daily Records.** CMAR shall prepare and maintain daily inspection records to document the progress of the Work on a daily basis. Daily Records shall include a daily accounting of all labor and all equipment on the site for the CMAR and all Subcontractors, at any tier. Daily Records shall make a clear distinction between work being performed under Change Order, base scope Work, and/or disputed work. Daily Records shall be copied and provided to the COUNTY, and the Construction Manager and Construction Supervisor/Inspector, at the end of every week, unless otherwise agreed to in writing.

3.11 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES (SUBMITTALS)

3.11.1. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate those portions of the Work for which submittals are required and the way the CMAR proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the COUNTY is subject to the limitations stated herein.

3.11.2. CMAR shall review, approve and submit to the COUNTY, and the COUNTY's Construction Manager and Construction Supervisor/Inspector, all Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents within the number of days set forth in the Contract Documents.

3.11.3. Submittals for finishes shall be submitted in a sequence so as to cause no delay in the progress of the Work or in the activities of the COUNTY or separate contractors.

3.11.4. Submittals that are not required by the Contract Documents may be returned to the CMAR without action.

- 3.11.5. CMAR shall perform no portion of the Work requiring submittal(s) and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been reviewed by the COUNTY. Such Work shall be in accordance with reviewed submittals.
- 3.11.6. By submitting Shop Drawings, Product Data, Samples and similar submittals, the CMAR represents that the CMAR has determined and verified materials, field measurements and related field construction criteria, and has checked and coordinated the information contained within the submittal(s) with the requirements of the Contract Documents.
- 3.11.7. CMAR shall not be relieved of the responsibility for any deviation from the requirements of the Contract Documents by the COUNTY's and its Construction Manager and/or Construction Supervisor/Inspector review of submittals unless the CMAR has specifically informed the COUNTY, in writing, of such deviation at the time of submittal, and the COUNTY has given written consent to the specific deviation. The COUNTY's and its Construction Manager and/or Construction Supervisor/Inspector review shall not relieve the CMAR of responsibility for errors or omissions in submittals.
- 3.11.7.1. No deviations shall be made from the Plans or the Specifications. If the Contractor shall vary from the plans the amount or value of the materials herein provided for, the Owner shall have the right to order such improper work or materials removed or replaced; any other work disturbed or damaged by such alteration shall be made good at the Contractor's expense.
- 3.11.8. CMAR shall respond per requirements of the Contract Documents, in writing or on resubmitted submittals, to revisions other than those requested by the COUNTY on previous submittals. After the second resubmittal of a specific item, that is still not accepted, the CMAR will be charged all costs of submittal review. The charges will be deducted from the CMAR's next pay request.
- 3.11.9. Informational submittals, on which the COUNTY is not expected to take action, may be identified in the Contract Documents.
- 3.11.10. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the COUNTY will be entitled to rely upon the accuracy and completeness of such calculations and certifications.
- 3.11.11. When descriptive catalog designations, including manufacturer's name, product brand name, or model number(s) are referred to in the Contract Documents, such designations shall be considered as being those found in industry publications of current issue at date of COUNTY's solicitation document.
- 3.11.12. **Substitutions and Approved Equals.** Alternative material(s), article(s), or equipment that are of equal quality and of required characteristics for the purpose intended may be proposed by the CMAR for use in the Work, provided the CMAR complies with the Contract Documents and the following requirements:
- 3.11.12.1. CMAR shall submit a proposal for a substitution request for alternative material(s), article(s), or equipment, in writing:
- 3.11.12.1.1. The COUNTY will consider requests for substitution only if received within thirty (30) days after Phase II Contract Amendment date stated in the Notice to Proceed. Requests received after this timeframe may be rejected as untimely at the sole discretion of the COUNTY.
- 3.11.12.2. At the COUNTY's discretion, it may give written consent to a submittal or resubmittal received after expiration of the time limit designated.

- 3.11.12.3. The request will not be considered unless the submittal is accompanied by complete information and descriptive data necessary to determine equality of offered material(s), article(s), or equipment. Samples shall be provided when requested by the COUNTY. Burden of proof as to comparative quality, suitability, and performance of offered material(s), article(s), or equipment shall be upon the CMAR. The COUNTY will be the sole judge as to such matters. In the event the COUNTY rejects the use of such alternative(s) submitted, then the particular product(s) originally specified in the Contract Documents shall be furnished.
- 3.11.12.4. If mechanical, electrical, structural, or other changes are required for installation, fit of alternative materials, articles, or equipment, or because of deviations from Contract Drawings and Specifications, such changes shall not be made without consent of the COUNTY, and shall be made without additional cost to the COUNTY.

3.12 TESTS AND INSPECTIONS

- 3.12.1. CMAR shall at all times permit the COUNTY, and its Construction Manager and Construction Supervisor/Inspector and its agents, officers, and employees to visit the Project site and inspect the Work, including shops where work is in preparation. This obligation shall include maintaining proper facilities and safe access for such inspection. The CMAR shall be solely responsible for notifying the COUNTY, and the COUNTY's Construction Manager and Construction Supervisor/Inspector, where and when the work is ready for inspection and testing. The CMAR shall provide adequate prior notice of not less than 48 hours to COUNTY and its Construction Manager to arrange for testing and inspections.
- 3.12.2. When the Contract Documents require a portion of the Work to be tested, such portion of work shall not be covered up until inspected and approved by the COUNTY. Should any work be covered without the required testing and approval, such work shall be uncovered and recovered at the CMAR's expense.
- 3.12.3. Whenever the CMAR intends to perform work on Saturday, Sunday, or a legal holiday, the CMAR shall give written notice to the COUNTY, and the COUNTY's Construction Manager and Construction Supervisor/Inspector, of such intention at least 24 hours prior to performing the Work, so that the COUNTY may make necessary arrangements.
- 3.12.4. If procedures for testing, inspection or approval reveal failure of a portion(s) of the Work to comply with the Contract Documents, the CMAR shall bear all costs made necessary by such failure(s) including those of repeated procedures, tests and inspections, including paying for COUNTY's costs and expenses associated therewith. CMAR shall be responsible for, and pay to the Owner through deductive change order, costs of testing or inspection attributable to the following:
- 3.12.4.1. Retesting due to failure of initial samples.
 - 3.12.4.2. Additional costs due to overtime work or extra shifts work because of improper scheduling of work or of delivery of materials by CMAR.
 - 3.12.4.3. Failure to properly notify laboratory or inspector.
 - 3.12.4.4. Changes in sources, lots or suppliers of materials after original tests.
 - 3.12.4.5. Changes in methods or materials of construction requested by CMAR that require testing, inspection, or other related services in excess of that required by original design.
 - 3.12.4.6. Concrete mix designs in excess of first successful design for each concrete type.
 - 3.12.4.7. Overtime or extra shift work requiring overtime work by Owner's Inspector.
- 3.12.5. **Tests Not in Contract Documents.** If the COUNTY, or its Construction Supervisor/Inspector, determines that portions of the Work require additional testing, inspection or approval not included in

the Contract Documents, the COUNTY will instruct the CMAR, in writing, to make arrangements for additional testing, inspection or approval by an entity acceptable to the COUNTY, and the CMAR shall give forty-eight (48) hours written notice to the COUNTY, and its Construction Supervisor/Inspector, of where and when tests and inspections will be conducted so that the COUNTY, and its Construction Supervisor/Inspector, may observe the procedures. The COUNTY will pay for these tests.

- 3.12.6. Certification.** Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the CMAR and delivered to the COUNTY, and the COUNTY's Construction Manager and Construction Supervisor/Inspector, within fourteen (14) days after each test.

3.13 USE OF PROJECT SITE

- 3.13.1.** CMAR shall confine operations at the Project Site to areas permitted by law, ordinances, permits and the Contract Documents.
- 3.13.2.** CMAR shall perform no operations of any nature on or beyond the limits of Work or Site, except as such operations are authorized in the Contract Documents, or authorized by the COUNTY, in writing.
- 3.13.3.** CMAR shall ensure the limits of Work to be free of graffiti or other similar defacements during the time of the Contract.
- 3.13.3.1.** If defacement occurs, then the CMAR shall promptly and properly remove, repair, or correct the affected area(s), or as otherwise directed by the COUNTY.
- 3.13.3.2.** CMAR shall protect all exposed surfaces within the limits of Work, with anti-graffiti coatings, and maintain adequate protection at all times during the Contract Time.
- 3.13.4. Prohibitions.**
- 3.13.4.1.** The use or possession of alcohol, weapons, or illegal controlled substances by the CMAR, or others under the CMAR's control, on COUNTY property or the Site is not allowed.
- 3.13.4.2.** CMAR, or others under CMAR's control, shall not reside on the Site at any time during the Contract Time.

3.14 CUTTING AND PATCHING

- 3.14.1.** CMAR shall be responsible for cutting, fitting or patching as required to complete the Work.
- 3.14.2.** CMAR shall not damage nor endanger the Work by cutting, patching or otherwise altering the construction, of the Work and shall not cut nor otherwise alter the Work without prior written consent of the Architect. Under no circumstances shall any principal brace, timber, truss, support or other structural member be cut or structurally weakened in any way.

3.15 CLEANING UP

- 3.15.1.** CMAR shall keep the Project Site and surrounding areas free from waste materials and/or rubbish caused by operations under the Contract and at other times when directed by the COUNTY or its Construction Manager and/or Construction Supervisor/Inspector. At all times while finish work is being accomplished, floors shall be kept clean, free of dust, construction debris and trash. Upon

Completion of the Work, the CMAR shall remove from the Project Site the CMAR's tools, construction equipment, machinery, and any waste materials not previously disposed of, leaving the Project Site thoroughly clean, and ready for final inspection.

3.15.2. If the CMAR fails to clean up as provided in the Contract Documents, the COUNTY may do so and charge the cost thereof to the CMAR.

3.16 ACCESS TO WORK. CMAR shall provide the COUNTY, and its agents, Construction Manager and Construction Supervisor/Inspector, continuous access to the Work.

3.17 ROYALTIES AND PATENTS. CMAR shall pay all royalties and license fees. CMAR shall defend suits or Claims for infringement of patent rights and hold the COUNTY harmless.

3.18 INDEMNIFICATION

3.18.1. To the fullest extent permitted by law, the CMAR shall indemnify, defend and hold harmless the County and its Board Members, officers and officials, Owner's Representative, Construction Administrator, Project Inspector, and the Architect and their agents and employees (the "Indemnified Parties") from and against any and all claims, damages, liabilities, actions, losses and expenses, including but not limited to attorneys' fees, in law and in equity, of every kind or nature whatsoever related to, arising out of or resulting from the performance of the Work or CMAR's operations to be performed under the Contract Documents, regardless of whether or not caused in whole or in part by a party indemnified hereunder (collectively "Claims"); excepting only such Claims arising from the sole or active negligence or willful misconduct of the Indemnified Parties or defects in design furnished by those persons. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. The obligations in this section shall not be limited by the insurance requirements set forth in these Contract Documents. CMAR's indemnification obligations shall apply to all damages or claims for damages suffered as a result of or by CMAR's operations regardless if any insurance is applicable or not.

It is intended that this section shall comply with California Civil Code § 2782, *et seq.*, to the extent applicable to the CMAR's obligations as set forth in this section. If it is determined by a Court of competent jurisdiction that any aspect of this section exceeds the restrictions or limitations under California law applicable to indemnity obligations, only that portion which exceeds the restrictions or limitations under California law shall be null and void, and all remaining indemnity obligations shall be fully enforceable to the fullest extent allowed under California law.

3.18.2. In any and all Claims against the Indemnified Parties by any employee of the CMAR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CMAR or any subcontractor under Workers' or Workmen's Compensation Acts, disability benefit acts or other employee benefit acts.

3.18.3. The right to a defense and indemnity under this section arises upon an occurrence of an event given rising to a Claim and upon tender to CMAR, CMAR shall defend the Indemnified Parties with counsel reasonably acceptable to the County. Notwithstanding the foregoing, the County shall be entitled, on its own behalf, and at the expense of the CMAR, to assume control of its defense or the defense of any Indemnified Party in any legal proceeding, with counsel reasonably selected by it. Should the County elect initially to assume control of its defense, or the defense of any Indemnified

Party, it does so without prejudice to its right subsequently to request that CMAR thereafter assume control of the defense and pay all attorney's fees and costs incurred thereby.

- 3.19 AIR POLLUTION.** CMAR and each Subcontractor shall comply with all State and/or local air pollution control rules, regulations, ordinances, and statutes that apply to any work performed under the Contract. If there is a conflict between the State and local air pollution control rules, regulations, ordinances and statutes, the most stringent shall govern.
- 3.20 SWPPP.** CMAR shall comply with the COUNTY's Storm Water Pollution Prevention Plan (SWPPP) and shall be the COUNTY's Qualified SWPPP Practitioner ("QSP"), at no additional cost to the COUNTY.
- 3.20.1.** CMAR shall strictly follow the requirements to implement all the provisions of the SWPPP including, without limitation, preparation of monitoring and recording reports and providing those to the COUNTY.
- 3.21 UNION ORGANIZING.** CMAR, by signing the Contract, hereby acknowledges the applicability of Government Code section 16645 through section 16649 to the Contract.
- 3.21.1.** CMAR will not assist, promote or deter union organizing by employees performing work on a COUNTY contract, including a public works contract.
- 3.21.2.** No COUNTY funds received under the Contract will be used to assist, promote or deter union organizing.
- 3.21.3.** CMAR will not, for any business conducted under the Contract, use any COUNTY property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the COUNTY property is equally available to the general public for holding meetings.
- 3.21.4.** If CMAR incurs costs, or makes expenditures to assist, promote or deter union organizing, CMAR will maintain records sufficient to show that no reimbursement from COUNTY funds has been sought for these costs, and that CMAR shall provide those records to the Attorney General and the Director of Public Works or their designee upon request.
- 3.22 SELF PERFORMANCE**
- 3.22.1.** CMAR may, with specific written approval in advance from the COUNTY in the form of an Amendment to this Contract, self-perform any construction work during the Construction Phase.
- 3.22.2.** CMAR shall not, without specific written approval in advance from the COUNTY in the form of an Amendment to this Contract, subcontract or in any manner cause work to be done by any entity in which the CMAR, its parent or associate companies, or any of CMAR's owned or controlled subsidiaries have a financial or other business interest.
- 3.22.3.** If CMAR requests and the COUNTY approves that the CMAR can submit a proposal to self-perform construction work, then the following process shall be followed:
- 3.22.3.1.** CMAR shall request the COUNTY's approval for the CMAR to submit a proposal to self-perform specific construction work prior to requesting bid packages from Subcontractors. If the COUNTY approves the request, the next steps shall be required.

- 3.22.3.2. All construction work self-performed by the CMAR shall be subject to the terms and conditions of this Contract.
 - 3.22.3.3. The CMAR shall submit its bid to the COUNTY for the authorized bid package(s) prior to receiving bids from any Subcontractor.
 - 3.22.3.4. The CMAR shall evaluate the bids of Subcontractors and provide the COUNTY with (1) copies of ALL Subcontractors' proposals for bid package(s) for which CMAR is also proposing and (2) CMAR's recommendation of the lowest cost responsive proposals.
 - 3.22.3.5. The COUNTY shall then evaluate the proposal submitted by the CMAR for the authorized bid package(s) and compare those to the recommended Subcontractor proposal(s), and shall either direct the CMAR to award the bid package(s) to the Subcontractor(s) or shall approve the CMAR's performance of those bid package(s).
 - 3.22.3.6. Any deviation from this process must be pre-approved by the Director.
- 3.22.4. Notwithstanding the above, the Parties agree that CMAR may self-perform the construction scopes of work specifically identified in their original proposal, however, at the time of formalizing the GMP and prior to commencing with the construction of the Project, the Parties must agree upon a price to compensate CMAR for that work, which approval the COUNTY may withhold in its reasonable discretion. In determining the amount that CMAR will be compensated for the self-performed construction work, CMAR must provide evidence that the price that CMAR proposes for the self-performed construction work is a fair, equitable and competitive price.

ARTICLE 4 SUBCONTRACTORS

4.1 SUBLETTING AND SUBCONTRACTING

- 4.1.1. In accordance with the provisions of Section 4100 et seq, of the Public Contract Code of the State of California, each bidder for the Work herein specified shall set forth in its Bid Proposal the name and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work or improvements in an amount in excess of one-half (1/2) of one percent (1%) of the Contractor's total Base Bid; and the portion of the Work which will be done by each subcontractor if the Contract or said work is awarded to said Bidder.
- 4.1.2. If the Contractor fails to specify a subcontractor or specifies more than one subcontractor for the same portion of the Work to be performed on the Contract in excess of one-half of one percent of the Contractor's total Bid, Contractor agrees to perform such portion himself and, if Contractor's Bid is accepted, Contractor shall not be permitted to subcontract that portion of the Work.
- 4.1.3. Should the Contractor violate any provision of the subletting and subcontracting Fair Practices Act, the Contractor will be deemed in violation of the contract and the Owner may at its option, (1) cancel the Contract. (2) assess upon the Contractor a penalty in an amount of not more than ten percent (10%) of the amount of the subcontract involved.
- 4.1.4. Prior to the award of the Contract, the Owner's Representative shall notify the successful bidder in writing if the Owner, after due investigation, has reasonable objection to any person or organization on the required list of subcontractors.
- 4.1.5. The Contractor shall not contract with any subcontractor or any person or organization for any portion of the Work who has not been accepted by the Owner. The Contractor will not be required to contract with any subcontractor or person or organization against whom Contractor has a reasonable objection.
- 4.1.6. If after the award of the contract, the Owner refuses to accept any person or organization on the required list of subcontractors, the Contractor shall submit an acceptable substitute and the Contract

Price shall be increased or decreased by the difference in cost occasioned by such substitution, and an appropriate Change Order shall be issued; however, no increase in the Contract Price shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting a name with respect thereto prior to the award.

4.1.7. After the award, the Contractor shall resubmit the list of subcontractors, corrected or modified as may be necessary as directed by the Owner.

4.1.8. Subcontracting

4.1.8.1. Nothing contained in the Contract Documents shall be construed as creating any contractual relationship between Owner and any subcontractor. The Divisions or Sections of the Specifications, and the divisioning of the Drawings are not intended to control the Contractor in dividing the Work among subcontractors or to limit the Work performed by any trade.

4.1.8.2. The Owner, Owner's Representative or Architect will not undertake to settle any differences between the Contractor and its subcontractors or between subcontractors.

4.1.8.3. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work: (a) to bind subcontractors to the Contractor to the terms of the Contract and these General Conditions and other Contract Documents insofar as applicable to the work of subcontractors; (b) to require subcontractors to assume towards Contractor all the obligations and responsibilities which Contractor, by these Contract Documents, assumes toward Owner; (c) that requires subcontractor to agree to an assignment of the subcontract to the Owner and/or to any third party as designated by the Owner in its sole discretion, including without limitation, a replacement contractor; and (d) to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents. The Contractor shall make available to each proposed subcontractor prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this paragraph and identify to the subcontractor any terms and conditions of the proposed Subcontract which may be at variance with the Contract Documents. Each subcontractor shall similarly make copies of such documents available to its sub-subcontractors.

4.1.8.4. Each subcontractor shall be required to:

4.1.8.4.1. Enter into a written contract with Contractor acknowledging that no employee/employer relationship exists between Contractor and subcontractor and that no Workers' Compensation, unemployment benefits, or other personnel benefits are required by or available to subcontractor through Contractor or County.

4.1.8.4.2. Hold harmless and to indemnify, defend and save harmless Contractor and County and its Board Members, officers and officials, Owner's Representative, Construction Administrator, Project Inspector, and the Architect and their agents, employees and volunteers, from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material suppliers, laborers, and any other person, firm or corporation who may be injured or damaged by subcontractor in the performance of this Agreement.

4.1.8.5. The Contractor shall:

4.1.8.5.1. Schedule and coordinate the work of all subcontractors;

4.1.8.5.2. Instruct all subcontractors to consult with other subcontractors to ascertain the locations of their various materials including stored materials and to familiarize themselves with their own material locations, making such changes as required to obtain the best results;

4.1.8.5.3. Instruct all subcontractors to schedule their work and cooperate with the other subcontractors to avoid delays, interferences, and unnecessary work, to conform to the schedule of operations as indicated in the progress schedule, and make installations when and where directed;

4.1.8.5.4. Require subcontractors to make all necessary changes, including removing and reinstalling of materials, at their sole expense if they fail to check with other

subcontractors, and their installed work is later found to interfere with work of other subcontractors; and

4.1.8.5.5. Follow up to ensure that all subcontractors install their work when and where directed, and in accordance with the Contract Documents.

4.1.9. Payments to Subcontractors:

- 4.1.9.1.** Contractor shall pay each subcontractor or supplier upon receipt of payment from Owner, an amount equal to the percentage of completion allowed to Contractor on account of such work performed or material supplied. Contractor shall also require each subcontractor to make similar payments to its subcontractors or suppliers.
 - 4.1.9.2.** Contractor shall pay each subcontractor a just share of any insurance monies received by Contractor when and as applicable, and Contractor shall require each subcontractor to make similar payments to their subcontractors or suppliers.
 - 4.1.9.3.** The Owner's Representative may, on request and at its discretion, furnish to any subcontractor, if practicable, information regarding percentages of completion certified to the Owner on account of work done under the Contract.
 - 4.1.9.4.** Neither Owner, Owner's Representative or Architect shall have any obligation to see to the payment of any monies to any subcontractor except as may otherwise be required by law.
- 4.1.10.** At the request of the COUNTY, the CMAR shall provide documentation that its Subcontractors meet the required qualifications set forth in the Contract Documents with respect to that Subcontractor's work. If requested by the COUNTY, the CMAR shall provide copies of all CMAR's agreements with its Subcontractors to the COUNTY. The COUNTY's review of subcontracts shall in no way relieve the CMAR of any of its responsibilities and obligations under this Contract.
- 4.1.11.** CMAR shall, in the course of the work, engage only Subcontractors and employees who possess, and will maintain in good standing during the performance of the Services, valid and applicable licenses where the State of California or this Contract requires that the work to be performed by that Subcontractor or employee must be performed by a licensed person or entity
- 4.1.12.** CMAR shall be responsible for all Work performed under the Contract. All persons engaged in the Work of the Project are the responsibility and under the control of the CMAR. CMAR shall give personal attention to fulfillment of the Contract and shall keep the Work under the CMAR's control.
- 4.1.13.** Although some of the Contract Documents may be arranged according to various trades or general grouping of work, the CMAR is not obligated to sublet work in any particular grouping or manner. The CMAR shall be responsible for the coordination of the trades, Subcontractors, sub-subcontractors, and any material or equipment suppliers working on the Project.
- 4.1.14.** The COUNTY may not permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Sections 1777.1 or 1777.7 of the Labor Code to propose on, bid on, be awarded, or perform work as a subcontractor on a public works project.
- 4.1.14.1.** Any contract on a public works project entered into between a CMAR and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a CMAR on the project shall be returned to the awarding body.
 - 4.1.14.2.** CMAR shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

4.2 SUBCONTRACTOR RELATIONS

- 4.2.1. CMAR shall provide each Subcontractor copies of the Contract Documents to which the Subcontractor will be bound. CMAR shall require all Subcontractors to comply with the terms and conditions of this Contract. CMAR shall require Subcontractors to make copies of applicable portions of the Contract Documents available to their respective Sub-subcontractors.
- 4.2.2. Pursuant to Business and Professions Code section 7108.5, no later than seven (7) days after receipt, CMAR shall pay to each Subcontractor, out of the amount paid to CMAR on account of Subcontractor's portion of the Work, the amount to which that Subcontractor is entitled. CMAR shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to its Sub-subcontractors in a similar manner.
- 4.2.3. If there is a good faith dispute over all or any portion of the amount due a Subcontractor on a progress payment, the CMAR may withhold no more than one hundred and fifty percent (150%) of the disputed amount. This provision shall also apply to Sub-subcontractors.
- 4.2.4. CMAR is solely responsible for settling any differences between CMAR and its Subcontractor(s) or between Subcontractors.

ARTICLE 5 USE OF PROJECT CONTINGENCY

- 5.1 In accordance with the Contract Documents, CMAR shall provide the COUNTY with reasonable prior written notice of its intent to use Project Contingency so that the COUNTY may review and approve CMAR's cost request.
- 5.2 In the event CMAR is unable to provide prior written notice to the COUNTY as required above, CMAR may utilize the Project Contingency without the COUNTY's prior approval, but the use of the Project Contingency shall be subject to COUNTY's review and approval. If the COUNTY determines that the CMAR's use of Project Contingency, in whole or in part, does not comply with the Contract Documents, any disallowed amount already paid to CMAR shall be promptly refunded. At its option, the COUNTY may offset the amount disallowed from any payment due or that may become due to the CMAR under this Agreement.
- 5.3 CMAR's application for payment that includes Project Contingency use shall include documentation and information in the level of detail required by the Contract Documents.

ARTICLE 6 CHANGES IN THE WORK

6.1 NO CHANGES WITHOUT AUTHORIZATION

- 6.1.1. There shall be no change whatsoever in the Drawings, Specifications or in the Work without a properly issued or fully executed Change Order. COUNTY shall not be liable for the cost of any extra work which should have been covered by a Change Order unless the COUNTY authorized the same and the cost thereof has been approved by the COUNTY in writing by a fully executed Change Order.
- 6.1.2. A Change Order that would result in a material change in the performance, useful life, or function of the Project must be approved by the COUNTY's Director of Public Works or Board of Supervisors.
- 6.1.3. The Surety, in executing and providing the Performance Bond and the Payment Bond, shall be deemed to have expressly agreed to any change to the Contract and to any extension of time made by reason thereof.

- 6.1.4. No extension of time for performance of the Work shall be allowed hereunder unless Claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted in a fully executed Change Order. 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.
- 6.1.5. CMAR shall perform immediately all Work that has been authorized by a fully executed Change Order. CMAR shall be fully responsible for any and all delays and/or expenses caused by CMAR's failure to expeditiously perform this Work.
- 6.1.6. Should any Change Order result in an increase in the GMP, the cost of that Change Order shall be agreed to, in writing, in advance by CMAR and COUNTY, unless issued unilaterally by the COUNTY pursuant to the terms herein. In the event that CMAR proceeds with any change in Work without proper authorization to do so under a fully executed Change Order, CMAR waives any Claim of additional compensation or time for that additional Work.
- 6.1.7. CMAR understands, acknowledges, and agrees that the reason for COUNTY authorization is so that COUNTY may have an opportunity to analyze the Work and decide whether the COUNTY shall proceed with the Change Order or shall alter the Project so that a change in Work becomes unnecessary.
- 6.2 **ARCHITECT AUTHORITY.** Notwithstanding the above, subject to the review and approval by the COUNTY, the Architect will have authority to order minor changes in the Work that do not result in any adjustment in the GMP, or an extension of the Contract Time, or a change that is inconsistent with the intent of the Contract Documents. All changes to the Work, including minor changes, must be approved in writing by the Project Manager. These changes shall be impacted by written Architect's response(s) to RFI(s).
- 6.3 **CHANGE ORDERS**
- 6.3.1. A Change Order is a written order, as defined herein, which is approved by the COUNTY, as provided herein. A Change Order shall include all of the following:
- 6.3.1.1. A description of the change in the Work;
 - 6.3.1.2. The extent of the adjustment in the Contract Time, if any; and
 - 6.3.1.3. The amount of the adjustment in the GMP, if any.
- 6.3.2. CMAR must comply with the COUNTY's adopted Change Order Process and the only acceptable forms of Change Order are those prepared by the COUNTY and may include, at the COUNTY's discretion, the funding source and the CMAR's waiver of claims related to the work of the change, and related terms.
- 6.3.3. In response to a request for a proposed modification, CMAR shall promptly furnish within 15 calendar days, relevant cost breakdowns, time estimates and other information as may be required to the Owner's Representative.
- 6.3.4. Cost Proposals for all changes shall be submitted by the CMAR to the Construction Manager for review by the Owner's Representative and Architect. The CMAR shall submit all Cost Proposals within 15 calendar days following the discovery of any potential change. The Owner's Representative shall render a written decision as to reasonable costs within 15 calendar days of receiving cost proposal unless more time is agreed to by both CMAR and Owner's Representative.
- 6.3.5. **Lump-Sum Pricing Option.** When a change in the Work is required, and the COUNTY and the CMAR agree on the amount of the adjustment in the GMP for the change in the Work, then the

Change Order shall utilize a lump-sum pricing option, which shall specify the agreed-upon amount of the adjustment in the GMP for the change in the Work and all other required components of a Change Order, including the description of the change in the Work and the adjustment in the Contract Time (if any). All Change Orders under a lump-sum pricing option shall be on the COUNTY's form and be pursuant to the "Proposed Change Orders" and "Allowable Costs for Change Orders and Project Contingency Use" provisions herein.

6.3.6. Time-and-Materials Pricing Option. When a change in the Work is required, but is not to be based on a lump-sum pricing option, then the Change Order shall utilize a time-and-materials pricing option, which shall specify a not-to-exceed amount of the adjustment in the GMP for the change in the Work and all other required components of a Change Order, including the description of the change in the Work and the adjustment in the Contract Time (if any). All Change Orders under a time-and-materials pricing option shall be on the COUNTY's form and be pursuant to the "Proposed Change Orders" and "Allowable Costs for Change Orders and Project Contingency Use" provisions herein. CMAR's performance of a change in the Work under a time-and-materials pricing option shall be pursuant to the following process, which shall not apply to Change Order work performed by CMAR under a lump-sum pricing option:

- 6.3.6.1.** All direct costs necessarily incurred and paid by the CMAR for labor, material, and equipment used in the performance of the change in the Work, shall be subject to the approval of the COUNTY and compensation will be determined as set forth herein. Any dispute as to the sum of the Change Order or timing of payment shall be resolved pursuant to the "Price, Payments and Completion" and the "Disputes and Claims" provisions herein.
- 6.3.6.2.** The COUNTY will issue the Change Order to proceed with the work on the basis of a time-and-materials pricing option, and a not-to-exceed budget will be established by the COUNTY.
- 6.3.6.3.** All requirements regarding direct cost for labor, labor burden, material, equipment, and markups on direct costs for overhead and profit described in this section shall apply to the Change Order. However, the COUNTY will only pay for actual costs verified by the COUNTY's Project Manager on a daily basis.
- 6.3.6.4.** CMAR shall be responsible for all costs related to the administration of the Change Order. The markup for overhead and profit for CMAR modifications shall be full compensation to the CMAR to administer the Change Order.
- 6.3.6.5.** CMAR shall notify the COUNTY's Project Manager at least twenty-four (24) hours prior to proceeding with any of the force account work. Furthermore, the CMAR shall notify the COUNTY when it has consumed eighty percent (80%) of the not-to-exceed budget, and shall not exceed the not-to-exceed budget unless specifically authorized in writing by the COUNTY. CMAR will not be compensated for force account work in the event that the CMAR fails to timely notify the COUNTY regarding the commencement of force account work, or exceeding the not-to-exceed budget.
- 6.3.6.6.** CMAR shall diligently proceed with the Work, and on a daily basis, submit a daily force account report on a form supplied by the COUNTY no later than 5:00 p.m. each day. The report shall contain a detailed itemization of the daily labor, material, and equipment used on the force account work only. The names of the individuals performing the force account work shall be included on the daily force account reports. The type and model of equipment shall be identified and listed. The COUNTY will review the information contained in the reports, and sign the reports no later than the next work day, and return a copy of the report to the CMAR for their records. The COUNTY will not sign, nor will the CMAR receive

compensation for work the COUNTY cannot verify. CMAR will provide a weekly force account summary indicating the status of the Change Order in terms of percent complete of the not-to-exceed budget and the estimated percent complete of the work.

- 6.3.6.7.** In the event the CMAR and the COUNTY reach a written agreement on a set cost for the work while the work is proceeding based on the Change Order, the CMAR's signed daily force account reports shall be discontinued and all previously signed reports shall be invalid, and the Change Order shall proceed thereafter under the lump-sum pricing option terms agreed to by the CMAR and the COUNTY for the work of the Change Order.
- 6.3.6.8.** The Change Order shall include the adjustment in the Contract Time (if any). This may be set as a not-to-exceed number of days.
- 6.3.7. Unilateral Change Order.** When a change in the Work is required, and the COUNTY and the CMAR cannot agree as to the amount of the adjustment in the GMP and/or the extent of the adjustment in the Contract Time, the COUNTY, at its sole discretion and without invalidating the Contract, may unilaterally issue a Change Order either under a lump-sum pricing option or a not-to-exceed time-and-materials pricing option, consistent with the "Lump-Sum Pricing Option" and "Time-and-Materials Pricing Option" provisions herein, for the change in the Work ("Unilateral Change Order"). A Unilateral Change Order shall not require CMAR's written acceptance. CMAR shall diligently perform the work of a Unilateral Change Order regardless of any pending dispute thereof and CMAR may maintain any rights available to it under the "Disputes and Claims" provisions herein.
- 6.3.7.1.** Pending final determination of the total cost of a Unilateral Change Order to the Owner, the CMAR may request payment for work completed under the Unilateral Change Order in Applications for Payment. The Owner's Representative will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Owner's Representative determines, in the Owner's Representative's professional judgment, to be reasonably justified. The Owner's Representative's interim determination of cost shall adjust the Contract Price on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 9 "Disputes and Claims".
- 6.3.7.2.** When the Owner and CMAR agree with a determination made by the Owner's Representative concerning the adjustments in the Contract Price and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner's Representative will prepare a Change Order. Change Orders may be issued for all or any part of a Unilateral Change Order. Failure of the CMAR to notify the Owner of any disagreement with any proposed adjustment to the Contract Price, Schedule and/or Contract Time, as applicable, or method for determining them set forth in a Unilateral Change Order within seven (7) days after the date of receipt by the CMAR of such Unilateral Change Order shall be deemed to be an agreement by the CMAR to the proposed adjustment to the Contract Price, Schedule and/or adjustment to the Contract Time, as applicable, or method for determining them set forth in such Unilateral Change Order, and shall constitute a waiver by CMAR of any claims related thereto.

6.4 CONFLICTS, AMBIGUITIES, ERRORS AND OMISSION IN THE CONTRACT DOCUMENTS

- 6.4.1.** The COUNTY shall pay through a Change Order, or Unilateral Change Order, the costs for changes or extra work due to:
- 6.4.1.1.** Conflicts, ambiguities or errors or omissions in the Contract Documents that **could not** have been reasonably discovered by the CMAR during CMAR's pre-construction phase services;

6.4.1.2. Conflicts, ambiguities or errors or omissions in the subcontractor bid packages and bids that **could not** have been reasonably discovered by the CMAR; or

6.4.1.3. Unforeseen Site Conditions.

6.4.2. The Project Contingency may be utilized only to pay for the costs for changes or extra work due to:

6.4.2.1. Conflicts, ambiguities or errors or omissions in the Contract Documents that **could** have been reasonably discovered by the CMAR during CMAR's pre-construction phase services, not including Unforeseen Site Conditions; or

6.4.2.2. Conflicts, ambiguities or errors or omissions in the Subcontractor bid packages and bids that **could** have been reasonably discovered by the CMAR, not including Unforeseen Site Conditions.

6.4.3. Once the Project Contingency has been fully depleted, any costs for items referenced in this subsection (i.e., conflicts, ambiguities or errors or omissions in the Contract Documents and/or subcontractor bid packages that could have been reasonably discovered by the CMAR during CMAR's pre-construction phase services) shall be at the CMAR's expense.

6.4.4. In no event shall there be an adjustment to the GMP for any changes or extra work due to conflicts, ambiguities or errors or omissions in the Contract Documents and/or subcontractor bid packages that could have been reasonably discovered by the CMAR during CMAR's pre-construction phase services, not including Unforeseen Site Conditions.

6.5 PRICE REQUEST

6.5.1. **Definition of Price Request.** A Price Request is a written request prepared by the Architect or the COUNTY, requesting the CMAR to submit to the COUNTY and the Architect an estimate of the effect of a proposed change in the Work on the GMP and the Contract Time.

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

6.5.3. **Response to Price Request.** Within fourteen (14) days, the CMAR, shall submit to the COUNTY the CMAR's proposed price to be added or deducted from the GMP due to the change, authenticated in full by completely detailed price estimates and other authenticators of the cost by the CMAR, Subcontractors, Sub-subcontractors, vendors or material suppliers, and any adjustments of time for Completion of the entire Work that is directly attributable to the proposed change in the Work.

6.6 PROPOSED CHANGE ORDERS

6.6.1. A Proposed Change Order is a written request, as defined herein, which is prepared by the CMAR requesting that the COUNTY and the Architect issue a Change Order based upon a proposed change to the Work.

6.6.2. **Changes in GMP.** A Proposed Change Order shall include breakdowns pursuant to the provisions herein to validate any change in the GMP.

6.6.3. Changes in Time. A Proposed Change Order shall also include any changes to the Contract Time. Any additional time requested, if at all, shall not be the number of days to make the proposed change, but must be based upon the impact to the Construction Schedule as defined in the Contract Documents. If CMAR fails to request a time extension in a Proposed Change Order, then the CMAR is thereafter precluded from requesting additional time and/or claiming a delay.

6.6.4. Unforeseen Site Condition(s). If CMAR submits a Proposed Change Order requesting an increase in GMP and/or Contract Time that is based at least partially on CMAR's assertion stating that CMAR has encountered an Unforeseen Site Condition on the Project, then CMAR shall base the Proposed Change Order on evidence to the COUNTY's reasonable satisfaction, that demonstrates that the Unforeseen Site Condition was actually unknown and/or unforeseen, and explaining why the CMAR did not discover the Unforeseen Site Condition prior to finalizing the GMP. If COUNTY denies the Proposed Change Order, CMAR shall complete the Project without any increase in GMP and/or Contract Time based on that Proposed Change Order.

6.7 ALLOWABLE COSTS FOR CHANGE ORDERS AND PROJECT CONTINGENCY USE. All proposed cost requests by CMAR for a Change Order or for use of the Project Contingency shall include a complete itemized breakdown with the following detail, which are the only costs that will be allowed for these items.

6.7.1. Subcontractor(s)' Direct Labor Costs. Compensation for Subcontractor(s)' labor shall include the necessary payroll cost for labor, including first level supervision, directly engaged in performance of the changes ("Direct Labor Costs").

6.7.1.1. Direct Labor Costs shall not exceed:

6.7.1.1.1. Current prevailing wages in the locality for performance of the changes; and

6.7.1.1.2. Labor burden or labor charges, which shall only include documented FICA, Medicare, unemployment, and Workers' Compensation charges and no other charges.

6.7.1.2. Use of a classification which would increase labor costs will not be permitted. Exceptions will be permitted only when the CMAR establishes, to the satisfaction of the COUNTY, the necessity for payment at higher rates or classifications.

6.7.2. Materials and Equipment. Compensation for materials and equipment shall include the necessary costs for materials and equipment directly required for performance of the changes. Cost of materials and equipment may include costs of transportation and delivery. If discounts by suppliers are available to the CMAR, they shall be credited to the COUNTY. If materials and equipment are obtained from a supply or source owned by, or in part, by the CMAR, payment therefore will not exceed current wholesale prices for such materials and equipment. If, in the opinion of the COUNTY, the cost of materials and equipment is excessive, or if the CMAR fails to furnish satisfactory evidence of costs from supplier, the cost of materials and equipment shall be the lowest current wholesale price at which similar materials and equipment are available in quantities required. The COUNTY reserves the right to furnish materials and equipment required for performance of the changes, and the CMAR shall have no Claim for costs or mark-ups on such materials and equipment.

6.7.3. Construction Equipment.

6.7.3.1. Compensation for construction equipment shall include the necessary costs for use of construction equipment directly required for performance of the changes. Any use for less

than 30 minutes shall be considered one-half hour. No costs will be allowed for time while construction equipment is inoperative, idle, or on stand-by, for any reason, unless such times have been approved in advance by the COUNTY. Rental time for construction equipment moved by its own power shall include the time required to move construction equipment to the Work site from the nearest available source for rental of such equipment, and time required to return such equipment to the source. If construction equipment is not moved by its own power, loading and transportation costs will be paid in lieu of such rental time. Neither moving time nor loading and transportation costs will be allowed if the construction equipment is used for any work other than the changes. No allowance will be made for individual pieces of construction equipment and tools having a replacement value of \$500 or less. No construction equipment costs will be recognized in excess of rental rates established by distributors or equipment rental agencies in the locality for performance of the changes.

- 6.7.3.2.** Unless otherwise approved by the COUNTY, the allowable rate for use of construction equipment shall constitute full compensation to the CMAR for cost of fuel, power, oil, lubrication, supplies, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, labor except for construction equipment operators and any and all costs to the CMAR incidental to the use of such construction equipment.
- 6.7.4. Mark-Ups for Added Work.** The following amounts for mark-ups for performance of the added work shall constitute full compensation for all other costs not covered under the above-stated Allowable Costs, and includes compensation for all additional field and home office overhead, profit, insurance, taxes, and bonds. CMAR is not permitted to add costs for additional items that are part of the CMAR's General Conditions in its performance of the Work unless approved in advance by the COUNTY.
- 6.7.4.1. CMAR Mark-Up:** CMAR's fee for Subcontractor-performed work: Five percent (5%) of:
- 6.7.4.1.1.** The Direct Labor Costs, and
 - 6.7.4.1.2.** The Subcontractor's direct Materials and Equipment and direct Construction Equipment costs (collectively "Direct Materials & Equipment Costs").
 - 6.7.4.1.3.** CMAR Mark-Up shall not be additive to the CMAR Mark-Up for Self-Performed work.
- 6.7.4.2. Subcontractor(s) Mark-Up:** The Subcontractor(s) shall compute mark ups as follows:
- 6.7.4.2.1.** For Subcontractor's Direct Labor Costs:
 - 6.7.4.2.1.1.** If the labor is performed by a first-tier subcontractor: Seven percent (7%) of the Direct Labor Costs.
 - 6.7.4.2.1.2.** If the labor is performed by a second-tier subcontractor: The aggregate mark-ups for both subcontract tiers shall not exceed fourteen percent (14%) of the Direct Labor Costs.
 - 6.7.4.2.1.3.** If the labor is performed by a third-tier or lower subcontractor: The aggregate mark-ups of all subcontract tiers shall not exceed twenty percent (20%) of the Direct Labor Costs.
 - 6.7.4.2.2.** For Subcontractor's Direct Materials & Equipment Costs:

- 6.7.4.2.2.1. If the Materials & Equipment are procured by a first-tier subcontractor: Five percent (5%) of the Direct Materials & Equipment Costs.
 - 6.7.4.2.2.2. If the Materials & Equipment are procured by a second-tier subcontractor: The aggregate mark-ups for both subcontract tiers shall not exceed ten percent (10%) of the Direct Materials & Equipment Costs.
 - 6.7.4.2.2.3. If the Materials & Equipment are procured by a third-tier or lower subcontractor: The aggregate mark-ups of all subcontract tiers shall not exceed fifteen percent (15%) of the Direct Materials & Equipment Costs.
- 6.7.4.3. **Subcontractor bond / default insurance costs:** CMAR's premium charges for Subcontractor bond costs or CMAR-provided subcontractor default insurance protection in lieu of Subcontractor bonds (e.g., SubGuard), if any.
- 6.7.4.4. If the added Work is paid for from Allowance(s), then no mark-up is permitted.
- 6.7.5. CMAR may self-perform Work with written approval of the COUNTY as required by the Contract Documents.
- 6.7.6. **Deleted Work.** When the COUNTY is entitled to a credit for deleted Work, the credit shall include all amounts related to the direct labor, Subcontractor insurance and bond costs, or CMAR-provided contractor default insurance protection in lieu of Subcontractor bonds, materials, and supervision plus overhead of the CMAR or Subcontractor, for the deleted Work. Deleted CMAR fee shall be computed as five percent (5%) of the sum for amounts related to the direct labor, materials, and supervision for the deleted Work. 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 decrease, if any, with respect to that change.
- 6.7.7. **Summary of Mark-Up Amounts and Credits.** Mark-Up Amounts and Credits shall be processed based upon the percentages set forth in this section only, and not based upon the fee percentages used in the Fee Proposal Form. The following tables shall be used to calculate the allowable mark-ups and required credits for changes to the GMP.

Mark-Ups for Added Work , as a percentage of the Direct Cost of the Work			
Allowable Mark-Ups on the Use of Specific Categories of Funds	Allowances (in Direct Cost of the Work)	Project Contingency (Not in Direct Cost of the Work; in GMP)	COUNTY Contingency (not in GMP)
CMAR Mark-Up (see above)	n/a	5.00%	5.00%
CMAR Mark-Up on Self-Performed Work	n/a	20% (on \$0-\$5,000 COW) 15% (on \$5,001-\$20,000) 12% (on \$20,001-\$40,000) 10% (on \$40,001-above)	20% (on \$0-\$5,000 COW) 15% (on \$5,001-\$20,000) 12% (on \$20,001-\$40,000) 10% (on \$40,001-above)
Subcontractor(s) Mark-Up (see above)	n/a	Labor: 7 to 20% M&E: 5 to 15% depending upon tier	Labor: 7 to 20% M&E: 5 to 15% depending upon tier
Subcontractor Bond/Default Insurance (e.g. Subguard)	n/a	___% (as proposed and agreed to by the COUNTY)	___% (as proposed and agreed to by the COUNTY)

Credits for Deleted Work and Adjustments for Unused Allowance(s) and Unused Project Contingency , as a percentage of the Direct Cost of the Work and to be deducted in addition to the amount of the Direct Cost of the Work to perform the deleted Work.			
Required Credits Back to the COUNTY on the Use of Specific Categories of Funds	Direct Cost of the Work (including Allowances)	Project Contingency (Not in Direct Cost of the Work; in GMP)	COUNTY Contingency (not in GMP)
CMAR Mark-Up (see above)	5.00%	n/a	n/a
CMAR Mark-Up on Self-Performed Work	20% (on \$0-\$5,000 COW) 15% (on \$5,001-\$20,000) 12% (on \$20,001-\$40,000) 10% (on \$40,001-above)	n/a	n/a
Subcontractor Bond/Default Insurance (e.g. Subguard)	___% (as proposed and agreed to by the COUNTY)	n/a	n/a

6.7.8. General Limitations. Costs to the CMAR for changes which exceed market values prevailing at the time of the change will not be allowed unless the CMAR establishes that all reasonable means for performance of the changes at prevailing market values have been investigated and the excess cost could not be avoided. Notwithstanding actual charges to the CMAR on work performed or furnished by others, no mark-ups will be allowed in excess of those specified above.

6.7.9. Cost Disallowance. Costs which will not be allowed or paid in Change Orders, requests for use of Project Contingency or Claim settlements under this Contract include, but are not limited to: interest on cost of any type other than those mandated by statute; Dispute or Claim preparation or filing costs; legal expenses; the costs of preparing or reviewing PCOs or Change Order proposals concerning Change Orders which are not issued by the COUNTY; lost revenues; lost profits; lost income or earnings; rescheduling costs; costs of idled equipment when such equipment is not yet at the site or has not yet been employed on the Work; lost earnings or interest on unpaid retention; Dispute or Claim consulting costs; the costs of corporate officers or staff visiting the site or participating in meetings with the COUNTY; any compensation due to the fluctuation of foreign currency conversions or exchange rates; or loss of other business.

6.8 ACCEPTANCE OF CHANGE ORDERS. CMAR's written acceptance of a Change Order shall constitute final and binding agreement to the provisions thereof and a waiver of all Disputes or Claims in connection therewith, whether direct, indirect, or consequential in nature, and any adjustments to the Contract Price, and any and all adjustments to the Schedule or Contract Time..

6.9 EFFECT ON SURETIES. All alterations, extensions of time, extra and additional work, and other changes authorized by the Contract Documents may be made without securing consent of Surety(s) on ContractBonds.

6.10 VALIDITY OF ALTERATIONS. Alteration or variation of the terms of this Contract shall not be valid unless made in writing and signed by the parties, and an oral understanding or agreement that is not incorporated shall not be binding on any of the parties.

ARTICLE 7 TIME

7.1 NOTICE TO PROCEED

- 7.1.1. The Contract is effective on the date that the Agreement is fully executed ("Effective Date"); however, the CMAR is not authorized to begin work on any phase until the COUNTY delivers a written "Notice to Proceed" to the CMAR.
 - 7.1.2. If the CMAR begins work before delivery of the Notice to Proceed, that work will be at the CMAR's risk and expense and subject to all terms and conditions of the Contract except those terms and conditions inconsistent with the CMAR's assumption of that risk and expense.
 - 7.1.3. The COUNTY will not be obligated to accept or to pay for work furnished by the CMAR prior to delivery of the Notice to Proceed whether or not the COUNTY has knowledge of the furnishing of such work.
 - 7.1.4. If a Notice to Proceed is delivered, then work performed before delivery will be treated for all purposes as though it were performed after delivery.
 - 7.1.5. Work under the Contract shall be conducted in accordance with the Contract Documents. The CMAR shall not begin any Work until authorized in writing by the COUNTY.
 - 7.1.6. CMAR shall not be allowed on the site of the Work until the CMAR's Performance and Payment bonds and certificates of insurance comply with requirements of the Contract.
- 7.2 **CONTRACT TIME.** The Contract Time is the period set forth in the Contract Documents for Completion of the Work. There is one Contract Time for the Preconstruction Phase and one Contract Time for the Construction Phase. Except for the uses of the term "Contract Time" that are clearly attributable to just one Phase, Contract Time is applicable to all Phases. The Contract Time will be designated as either (1) a total number of days and a start date or (2) a start date and end date. It is essential that the Project be completed within the time fixed for Completion. All portions of the Work shall be completed with necessary labor, equipment, procedures and overtime and shall be ready for full use by the COUNTY on, or prior to, the date indicated for Completion, or the CMAR shall forfeit liquidated damages as indicated the Contract Documents. The COUNTY may occupy or utilize areas as indicated herein.
- 7.3 **TIME EXTENSIONS AND DELAYS IN COMPLETION OF THE WORK**
- 7.3.1. **Force Majeure.** The COUNTY and the CMAR shall be excused from performance to the extent that there is a Force Majeure event. CMAR shall notify the COUNTY of the Force Majeure event in accordance with the section below entitled "CMAR's Notice of Delay."
 - 7.3.2. **CMAR's Notice of Delay.**
 - 7.3.2.1. In addition to the requirements indicated in this subsection, CMAR shall notify the COUNTY pursuant to the Claims provisions in these General Conditions and the other Contract Documents of any anticipated delay and the specific cause of delay.
 - 7.3.2.2. CMAR shall, within seven (7) calendar days of the date that CMAR becomes aware of any delay impacting the critical path in completing the Work, notify COUNTY in writing of the causes of the delay including documentation and facts explaining the delay ("Notice of Delay").
 - 7.3.2.3. In the event the CMAR requests an extension of Contract Time for a delay in this notice, that request shall be submitted in accordance with the provisions in the Contract Documents governing changes in Work. When requesting an extension of Contract Time, CMAR must provide all justification and documentation supporting the requested extension. If the CMAR fails to submit this documentation within thirty (30) days of the date the Notice of

Delay was required to be provided the COUNTY, CMAR shall have waived any right to an extension of the Contract Time. Any documentation supporting a requested extension of Contract Time, shall be based on the official Construction Schedule as updated at the time of occurrence of the delay or execution of Work related to any changes to the Scope of Work.

- 7.3.2.4. Any Claim for delay must include the following information as support, without limitation:
 - 7.3.2.4.1. The duration of the activity relating to the changes in the Work and the resources (manpower, equipment, material, etc.) required to perform the activities within the stated duration.
 - 7.3.2.4.2. Specific logical ties to the Contract Schedule for the proposed changes and/or delay showing the activity/activities in the Construction Schedule that are affected by the change and/or delay. (A portion of any delay of seven (7) days or more must be provided.)
 - 7.3.2.4.3. A recovery schedule must be submitted.
- 7.3.2.5. COUNTY shall review the facts and extent of the delay and shall grant Contract Time extension(s) for completing the Work when, in the COUNTY's judgment, the findings of fact justify an extension.
- 7.3.2.6. Any extension granted by the COUNTY shall be based on the Master Project Schedule as updated at the time of occurrence of the delay or performance of work related to any changes to the scope of the Work. Extension(s) of time shall apply only to that portion of Work affected by delay, and shall not apply to other portions of Work not so affected.
- 7.3.2.7. An extension of time may only be granted if CMAR has timely submitted the Construction Schedule as required herein.
- 7.3.2.8. Following submission of a Notice of Delay, the COUNTY will determine:
 - 7.3.2.8.1. Whether the delay is to be considered Excusable and Compensable, Excusable, or Unexcused; and
 - 7.3.2.8.2. The duration of the delay; and
 - 7.3.2.8.3. The extent of delay to the performance and Completion of the Work.
- 7.3.3. **Excusable, Compensable Delay(s).**
 - 7.3.3.1. An "Excusable, Compensable Delay" shall mean an interruption or delay of the Work that:
 - 7.3.3.1.1. The CMAR did not cause;
 - 7.3.3.1.2. Is not caused by conflicts, ambiguities or errors or omissions in the Contract Documents that could have been reasonably discovered by the CMAR during the CMAR's preconstruction services;
 - 7.3.3.1.3. Impacts the critical path of the Work and extends the Contract Completion date;
 - 7.3.3.1.4. Was not within the contemplation of COUNTY and CMAR;

7.3.3.1.5. Could **not** have been avoided or mitigated by the CMAR's care, prudence, foresight, and diligence; and

7.3.3.1.6. Extends the Contract Completion date, and is not concurrent with a CMAR-caused delay or other type of Excusable, Non-Compensable Delay.

7.3.3.2. CMAR is **not** entitled to additional compensation for any Excusable, Compensable Delay, **unless** all of the above conditions are met **and** CMAR complies with the Disputes and Claims procedure of the Contract Documents.

7.3.4. Excusable, Non-Compensable Delay(s).

7.3.4.1. An "Excusable, Non-Compensable Delay" shall mean an interruption of the Work that relates to any of the following:

7.3.4.1.1. Force Majeure events;

7.3.4.1.2. Adverse Weather; or

7.3.4.1.3. Changes or revisions to statutory or regulatory enactments that apply to the Project.

7.3.4.2. CMAR is not entitled to an Excusable, Non-Compensable Delay **unless** all of the following conditions are met:

7.3.4.2.1. The delay is beyond the reasonable control of the CMAR;

7.3.4.2.2. The delay could not have been avoided by the CMAR's exercising care, prudence, foresight, and diligence; and

7.3.4.2.3. The delay actually extended the Contract Completion date.

7.3.4.3. CMAR may be entitled to an extension of the Contract Completion date if there is an Excusable, Non-Compensable Delay, but the CMAR shall not be entitled to additional compensation for an Excusable, Non-Compensable Delay.

7.3.4.4. In the event of a Concurrent Delay, CMAR shall be entitled to an Excusable, Non-Compensable Delay, but the CMAR shall not be entitled to additional compensation. Concurrent Delay is a CMAR-caused delay event which occurs within the same timeperiod as a COUNTY-caused delay event, each independently affecting the Completion date.

7.3.4.5. Excusable, Non-Compensable Delays are limited to events that meet the conditions for Excusable, Non-Compensable Delays set forth herein.

7.3.4.6. CMAR is aware that governmental agencies and utilities, including, without limitation, the Humboldt County Building Department, Orland Fire Marshal, Orland Public Works Department, gas companies, electrical utility companies, water districts, and other agencies may have to review and approve CMAR-prepared drawings; approve a proposed installation/work; or issue permits in conjunction with the construction of the Project. CMAR shall include in its Schedule, time for governmental agencies and utilities to review and approve CMAR-prepared drawings; approve a proposed installation/work; and/or issuance of permits, including time for reasonable delays and damages that may be caused by such governmental agencies and utilities. Any reasonable delays by governmental agencies and utilities shall not constitute an Excusable, Non-Compensable Delay nor an Excusable, Compensable Delay. Any unreasonable delays as a result of governmental agencies and

utilities under this provision shall constitute an Excusable, Non-Compensable Delay, and CMAR shall not be entitled to additional compensation for an Excusable, Non-Compensable Delay.

7.3.4.7. Computation of Time / Adverse Weather.

7.3.4.7.1. CMAR will only be allowed a time extension for weather conditions if requested by CMAR and only if **all** of the following conditions are met – thereby making the resulting delay an Excusable Delay.

7.3.4.7.1.1. The weather conditions constitute Adverse Weather, as defined herein;

7.3.4.7.1.2. CMAR can verify that the Adverse Weather caused delays in excess of five hours of the indicated labor required to complete the scheduled tasks of Work on the day affected by the Adverse Weather;

7.3.4.7.1.3. CMAR's crew is dismissed as a result of the Adverse Weather; and

7.3.4.7.1.4. The precipitation, sleet, snow, or hail for the month exceeds the Weather Delay Allowance as defined in specification 01 32 00 CONTRACT SCHEDULES.

7.3.4.7.2. A day-for-day extension will only be allowed for those days supported by the above determinations.

7.3.4.7.3. The Contract Time has been determined with consideration given to the average climate weather conditions prevailing in the County in which the Project is located.

7.3.5. Unexcused Delay(s) – Liquidated Damages

7.3.5.1. CMAR and COUNTY hereby agree that the exact amount of damages for failure to complete the Work within the time specified is extremely difficult or impossible to determine. If the Work is not completed within the time specified in the Contract Documents, it is understood that the COUNTY will suffer damage. It being impractical and unfeasible to determine the amount of actual damage, it is agreed the CMAR shall forfeit to COUNTY as fixed and liquidated damages, and not as a penalty, the amount set forth in the Agreement for each calendar day of delay in Completion. CMAR and its Surety shall be liable for the amount thereof pursuant to Government Code section 53069.85.

7.3.5.2. CMAR shall not forfeit liquidated damages for an Excusable Delay or an Excusable and Compensable Delay.

7.4 ACCELERATION

7.4.1. The COUNTY reserves the right to accelerate the Work of the Contract. In the event that the COUNTY directs acceleration, the directive shall be in written form. CMAR shall keep cost and other Project records related to the acceleration directive separately from normal Project costs and records, and shall provide a written record of acceleration cost to the COUNTY on a daily basis.

7.4.2. In the event that the CMAR believes that some action or inaction on the part of the COUNTY constitutes an acceleration directive, the CMAR shall immediately notify the COUNTY in writing that the CMAR considers the actions an acceleration directive. This written notification shall detail

the circumstances of the acceleration directive. CMAR shall not accelerate work efforts until the COUNTY responds in writing to the written notification. If acceleration is then directed or required by the COUNTY, all cost records referred to above shall be maintained by the CMAR and provided to the COUNTY on a daily basis.

- 7.4.3. In order to recover additional costs due to acceleration, the CMAR shall document that additional expenses were incurred and paid by the CMAR. Labor costs recoverable will be only overtime or shift premium costs or the cost of additional laborers brought to the site to accomplish the accelerated work effort. Equipment costs recoverable will be only the cost of added equipment mobilized to the site to accomplish the accelerated work effort.
- 7.4.4. All changes to the Scope of the Work, the GMP or the Contract Time caused by any acceleration must be reflected by a written and executed Change Order.

ARTICLE 8 PRICE, PAYMENTS AND COMPLETION

- 8.1 **GMP.** The Guaranteed Maximum Price (GMP) is as defined herein and is the maximum price that the COUNTY will pay CMAR as payment for all Work of the Construction Phase of the Project and is guaranteed by the CMAR to be the maximum price it will charge to Complete the Construction Phase of the Project.
 - 8.1.1. The GMP shall only be subject to additions and deductions as indicated in the Contract Documents.
 - 8.1.2. CMAR acknowledges that it has reviewed and accepted the Contract Documents as complete and that CMAR has no right for Change Orders or extra work due to conflicts, ambiguities or errors or omissions in the Contract Documents, if they could have been reasonably discovered by CMAR during CMAR's pre-construction phase services, or in the Subcontractor bid packages, or for any Construction Phase Change Orders arising from Subcontractors' performance.
 - 8.1.3. If the cost of the Work, excluding COUNTY-requested changes and Unforeseen Site Conditions, exceeds the GMP, adjusted from time to time by Change Order, the CMAR shall pay the overrun without reimbursement by the COUNTY.
 - 8.1.4. If the actual cost of the Work, excluding COUNTY-requested changes, is less than the GMP, adjusted from time to time by Change Order, then the CMAR shall credit the cost savings to the COUNTY in the final Change Order. CMAR agrees to use all reasonable efforts to maximize cost savings for the benefit of the COUNTY.
 - 8.1.5. The GMP shall include only the following items:
 - 8.1.5.1. **Direct Cost of the Work.** The CMAR's Direct Cost of the Work is defined as the sum of all Subcontractor costs, Allowances, fees and charges, including Subcontractor insurance (other than OCIP Insurance) and Subcontractor bond costs incurred during the Construction Phase.
 - 8.1.5.1.1. **Allowance(s).** The Allowance(s) amount(s) are amounts for which the CMAR may bill its time and materials, but no other amounts including no Subcontractor bond costs or CMAR-provided subcontractor default insurance protection in lieu of Subcontractor bonds (e.g., SubGuard), all Bonds and Insurance premium charges or other mark-up(s). The unused portion of each Allowance shall be retained by the COUNTY at the end of the Project, including retaining all associated Subcontractor bond costs or CMAR-provided subcontractor default insurance protection in lieu of Subcontractor bonds (e.g., SubGuard), all Bonds and Insurance premium charges and other mark-up(s).

- 8.1.5.2. CMAR's Fee.** The CMAR's Fee shall be a percentage of the Direct Cost of the Work that will include all of CMAR's anticipated profit and all of CMAR's home, office and other overhead.
- 8.1.5.3. CMAR's General Conditions in its Performance of the Work.** The cost of CMAR's General Conditions.
- 8.1.5.3.1.** The CMAR's General Conditions **include** the CMAR's premium for insurance not provided by the OCIP but required by the Contract Documents, and premium for CMAR's Payment and Performance Bonds.
- 8.1.5.4. Project Contingency.** The contingency identified in the Agreement that is to be used by the CMAR to pay for certain scopes of Work, as further defined herein.
- 8.1.6. COUNTY's Contingency (if applicable).** A contingency identified in the Agreement which is to be used at the COUNTY's discretion to pay for Change Order work. The COUNTY's Contingency is not part of the GMP, but may be indicated in the Agreement for the COUNTY's use.
- 8.1.7. Costs Not Reimbursed.** The CMAR shall not seek reimbursement for the following:
- 8.1.7.1.** Salaries and other compensation of the CMAR's personnel stationed at the CMAR's principal office or offices other than the Site office, except as specifically provided herein.
- 8.1.7.2.** Payments to CMAR's employees over and above their regular pay (bonuses, incentive pay, profit sharing, severance pay, etc.).
- 8.1.7.3.** Expenses of the CMAR's principal office and offices other than the Site office.
- 8.1.7.4.** Overhead and general expenses, except as may be expressly included herein.
- 8.1.7.5.** CMAR's capital expenses, including interest on the CMAR's capital employed for the work.
- 8.1.7.6.** Rental costs of machinery and equipment, except as specifically provided herein.
- 8.1.7.7.** Costs due to the fault or negligence of the CMAR, subcontractors, anyone directly or indirectly employed by the CMAR or subcontractors, or for whose acts the CMAR or subcontractors may be liable, including but not limited to costs for the correction of damaged, defective or nonconforming work, disposal and replacement of materials and equipment incorrectly ordered or supplied, and making good damage to property not forming part of the Work.
- 8.1.7.8.** Deductibles or self-insured retentions associated with the insurance required to be maintained by the CMAR and the Subcontractors.
- 8.1.7.9.** Electronic processing and personnel cost incurred by the CMAR in preparing the Project schedule and schedule updates, payroll, project cost reports or project status reports and any other reports necessary to the progress of the Work.
- 8.1.7.10.** Any costs based on percentages, rather than actual costs paid by the CMAR, unless specific percentages are documented and approved by the COUNTY.
- 8.1.7.11.** Any fees paid to design or construction industry organizations (e.g., AGC, ABC, AIA etc.)

- 8.1.7.12. Any licenses maintained by the CMAR.
- 8.1.7.13. Any cost not specifically and expressly described herein.
- 8.1.7.14. Costs that would cause the GMP to be exceeded.

8.1.8. Discounts, Rebates and Refunds.

- 8.1.8.1. Cash discounts obtained on payments made by the CMAR shall accrue to the COUNTY if (1) before making the payment, the CMAR included them in a payment request and received payment therefore from the COUNTY, or (2) the COUNTY has deposited funds with the CMAR with which to make payments; otherwise, cash discounts shall accrue to the CMAR.
- 8.1.8.2. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the COUNTY, and the CMAR shall make provisions so that they can be secured. If a trade discount by the actual supplier is available to the CMAR, it shall be credited to the COUNTY.
- 8.1.8.3. Amounts, which accrue to the COUNTY in accordance with the provisions of this subsection shall be credited to the COUNTY as a deduction from the cost of the Work.

8.2 [RESERVED]

8.3 PROGRESS PAYMENTS DURING CONSTRUCTION PHASE

- 8.3.1. Within thirty (30) calendar days after the award of the Agreement, and before submission of the first application for payment, the CMAR shall submit to the County for approval a Schedule of Values allocated to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the County may require. This schedule, unless objected to by the County, shall be used only as a basis for the CMAR's Applications for Payment. This Schedule of Values shall be so arranged that the value of the Work as it progresses may be readily determined. Payment for change order work will be made if the change order work is complete and is approved prior to the Owner's Representative issuing the monthly certification of payment. The total sum of the Schedule of Values shall equal the Contract Price.
- 8.3.2. The CMAR shall, on or before the first day of each month, make an estimate of the work performed during the preceding month and submit an itemized application for payment, supported by such data substantiating the CMAR's right to payment as the County may require, including appropriate monthly updates to the construction progress schedule, and reflecting retention, if any, as provided elsewhere in the Contract Documents. Absent an express finding pursuant to Public Contract Code section 7201(b) authorizing the County to withhold a higher amount of retention (in excess of 5% of the estimated value of the work done and the labor, materials, equipment, and services provided), the County shall retain an amount from each progress payment not to exceed 5% of the estimated value of the work done and the labor, materials, equipment, and services provided, all in accordance with Public Contract Code section 7201, and the County shall pay to the CMAR ninety five percent (95%) of the value of said work in place, as checked and approved, within thirty (30) calendar days of the County's receipt of an undisputed and properly submitted application for payment. The balance of five percent (5%) of the estimate shall be retained by the County until the time of final acceptance of the Work, and release in accordance with requirements of the Contract Documents and California law. In lieu of the five percent (5%) retainage, the CMAR may substitute securities as provided for in Public Contract Code Section 22300.
- 8.3.3. As a condition precedent to payment by County, each itemized application for payment shall be accompanied by a current Conditional Waiver and Release On Progress Payment, in the form specified

by the applicable California Civil Code, from CMAR and each of CMAR's subcontractors, suppliers, and union trust funds for which payment is sought by the application for payment, and an Unconditional Waiver and Release On Progress Payment, in the form specified by the applicable California Civil Code, from CMAR and each of CMAR's subcontractors, suppliers, and any union trust fund for which payment was sought by CMAR in the immediately preceding application for payment and for which the County made payment.

- 8.3.4.** The CMAR warrants that title to all work, materials and equipment covered by an application for payment will pass to the County, or its assignee, either by incorporation in the construction or upon receipt of payment by the CMAR, whichever occurs first, free and clear of all liens, stop notices, claims, security interest or encumbrances hereinafter referred to in this section as "liens"; and that no work, materials or equipment covered by an application for payment will have been acquired by the CMAR, or by any other person performing work at the Project or furnishing materials and equipment for the Project, subject to an agreement under which an interest or an encumbrance is retained by the seller or otherwise imposed by the CMAR or such other person.
- 8.3.5.** Unless otherwise provided in the Contract Documents, payments may be made, within the sole discretion of the County, on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the Project site and, if approved in advance by the County, payments may similarly be made for materials or equipment suitably stored at some other location agreed upon in writing. Applications for payment must differentiate between materials stored on site and materials stored off site. Payments for materials or equipment stored on or off the Project site shall be allowed only at the sole discretion of the County and shall be conditioned upon submission by the CMAR of a detailed description of all such materials and equipment and of bills of sale or such other procedures satisfactory to the County to establish the County's title to such materials or equipment or otherwise protect the County's interest, including applicable insurance and transportation to the Project site for those materials and equipment stored off the Project site. In addition, as a further condition precedent to payment for stored materials, CMAR shall:
- 8.3.5.1.** Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
 - 8.3.5.2.** Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
 - 8.3.5.3.** Provide summary documentation for stored materials indicating the following:
 - 8.3.5.3.1.** Value of materials previously stored and remaining stored as of date of previous applications for payment.
 - 8.3.5.3.2.** Value of previously stored materials put in place after date of previous application for payment and on or before date of current application for payment.
 - 8.3.5.3.3.** Value of materials stored since date of previous application for payment and remaining stored as of date of current application for payment
 - 8.3.5.4.** CMAR must complete specific considerations and comply with the requirements of the Contract Documents before purchasing any materials ahead of their scheduled installation. While there are clearly recognized benefits to both the Owner and CMAR for purchasing materials early, there is also increased risk and additional work required to protect those purchases and track them appropriately. It is CMAR's responsibility for the risk management of stored items and security that includes warranty protections. Purchasing of items must be approved by Owner's Representative prior to ordering materials to be delivered.

The County will only consider ahead-of-schedule material purchases under the following conditions:

- 8.3.5.4.1.** CMAR provides supporting documentation (narrative) demonstrating valid reason or cause (such as long lead time, material or manufacturing shortages, tariffs, etc.)
- 8.3.5.4.2.** Approved items have been inventoried by the Construction Administrator or Owner's

- Representative
- 8.3.5.4.3. Materials are stored in a safe and weather protected manner
 - 8.3.5.4.4. Stored materials will be available for periodic inspections by Construction Administrator or Owner's Representative
 - 8.3.5.4.5. If inspection is requested by County, CMAR shall reimburse Owner's Representative, Construction Administrator or Project Inspector for transportation, per diem and wages if out-of-town travel is required to reach storage location for inspection.
 - 8.3.5.4.6. Stored materials have a required jobsite availability date clearly established in the project construction schedule.
- 8.3.5.5. The County will not consider payment for stored materials that are:
- 8.3.5.5.1. Not itemized
 - 8.3.5.5.2. Raw materials or any items that are not ready for immediate installation at jobsite
 - 8.3.5.5.3. Items that are not documented in the construction schedule
 - 8.3.5.5.4. Items that are greater than 10% of the overall contract or 15% of current progress payment
 - 8.3.5.5.5. Long lead items greater than 8 weeks
- 8.3.5.6. Additional requirements for stored materials:
- 8.3.5.6.1. Requests for storing materials offsite must be made at least 14 days prior to submission of pay application
 - 8.3.5.6.2. Only bonded subcontractors and vendors will be considered for storage. Bonded subcontractors and vendors must show bonding documents that show County as assignee
 - 8.3.5.6.3. Materials stored, but not requesting payment must be stored in a bonded facility unless in transit
 - 8.3.5.6.4. Materials stored at the manufacturing facility will not be paid in advance unless it can be proven to be physically segregated from the rest of the facility. Materials stored at the manufacturing facility must be labeled with job identification, fenced off, shrink-wrapped or otherwise securely separated from regular inventory, to County's satisfaction.
 - 8.3.5.6.5. Access and delivery of goods must be able to be cleared for release by CMAR in the event of a subcontractor/vendor failure to perform or replacement
 - 8.3.5.6.6. Manufacturer warranty periods must be extended for the full duration that the materials are in storage
- 8.3.5.7. CMAR will keep an inventory log of stored materials offsite as well as onsite (yet to be installed) and submit with each upcoming progress payment funding request.
- 8.3.5.7.1. The inventory log must include the following:
 - 8.3.5.7.1.1. Description – that includes storage disposition and subcontractor/vendor responsibility information
 - 8.3.5.7.1.2. Onsite Previously Billed – quantities and values
 - 8.3.5.7.1.3. Onsite Previously Billed Now in Place – quantities and values
 - 8.3.5.7.1.4. Onsite Billed This Period – quantities and values
 - 8.3.5.7.1.5. Offsite Previously Billed – quantities and values
 - 8.3.5.7.1.6. Offsite Previously Billed Now in Place – quantities and values
 - 8.3.5.7.1.7. Offsite Billed This Period – quantities and values
 - 8.3.5.7.1.8. Total Currently Stored Onsite – values
 - 8.3.5.7.1.9. Total Currently Stored Offsite – values
 - 8.3.5.7.2. Supporting documents to be submitted for approval fourteen (14) days prior to approval
 - 8.3.5.7.2.1. Subcontractor/vendor provides copies of insurance/bonding certification documents for storage location during the time of storage and naming the County as additional insured
 - 8.3.5.7.2.2. Subcontractor/vendor provides evidence of insurance coverage during

transportation of stored materials and naming the County as additional insured

- 8.3.5.7.2.3.** Subcontractor/vendor provides letter accepting responsibility for any deductibles placed on those specific stored materials
 - 8.3.5.7.2.4.** Copies of invoices/bill of sale
 - 8.3.5.7.2.5.** Copy of log stored materials with updated disposition of materials stored status that includes locations, bonding information, dates of insurance certificate coverage periods, etc.
 - 8.3.5.7.2.6.** Photographic evidence of stored materials in the conditions in which they are stored and with identifiable markings on them indicating invoice/bill of sale relationship. Packing slips do not contain enough information to identify specific materials with job orders
 - 8.3.5.7.2.7.** Evidentiary photos must be labeled with a description of the materials and the date pictures were taken.
- 8.3.6.** Acceptance of any work and payments therefore shall be made upon written recommendation of the Owner's Representative, Construction Manager and Architect.
- 8.3.7.** Payments to the CMAR will be made within 30 days of receipt of an undisputed and properly submitted application for payment in accordance with Owner's regular approval and accounting procedures, based upon statements or certificates received as issued or approved by the Owner's Representative, including written certification that complete certified payroll records have been, or will be, submitted to the Labor Commissioner as required by the California Labor Code.
- 8.3.8.** The CMAR shall promptly pay each subcontractor upon receipt of payment from the County, out of the amount paid to the CMAR on account of such subcontractor's work, the amount to which subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the CMAR on account of such subcontractor's work. The CMAR shall, by an appropriate written agreement with each subcontractor, require each subcontractor to make payments to their sub-subcontractors in similar manner.
- 8.3.9.** Neither certification of a progress payment, delivery of a progress payment, nor partial or entire use or occupancy of the Project by the County, shall constitute an acceptance of any work not in accordance with the Contract Documents, nor shall it be deemed a waiver of County of any remedy it may have in law or equity.
- 8.3.10.** The County may withhold any payment in whole or in part to the extent necessary to reasonably protect the County, if it is unable to verify the accuracy of an application for payment. If the County is unable to verify the accuracy of an application for payment, the County will notify the CMAR in writing. If the CMAR and the County cannot agree on a revised amount, the County will promptly process payment for those amounts for which it is able to verify. The County may also withhold any payment, or portion thereof, to protect the County from loss because of subsequently discovered:
- 8.3.10.1.** Defective work not remedied;
 - 8.3.10.2.** Third party claims filed or reasonable evidence indicating probable filing of such claims, including claims by separate contractors;
 - 8.3.10.3.** Failure of the CMAR to make payments properly to subcontractors, or for labor, materials or equipment;
 - 8.3.10.4.** Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
 - 8.3.10.5.** Damage to the County or another contractor;
 - 8.3.10.6.** Reasonable evidence that the Work will not be accomplished in compliance with the Contract Time;
 - 8.3.10.7.** Failure to carry out the Work in accordance with the Contract Documents, including, without limitation, the failure to make required submittals;
 - 8.3.10.8.** Stop notice(s) served upon the County;
 - 8.3.10.9.** Failure to submit certified weekly payrolls;
 - 8.3.10.10.** Failure or refusal of CMAR to comply with the Contract Documents, including the failure of the

- CMAR to provide any required warranty/maintenance bond; and
- 8.3.10.11.** Any other material breach of the Contract Documents by CMAR and/or its subcontractors or suppliers of any tier.

When the grounds above are removed, payment shall be made by County for amounts withheld because of them within 30 days thereafter.

Should Stop Notices be filed with the Owner, Owner shall in accordance with California Civil Code Section 9358, withhold the amount claimed, plus an allowance of 25% to cover its litigation costs plus interest at the rate of 10%, from certificates until such claims have been resolved pursuant to law.

- 8.3.11.** Subject to and in accordance with the requirements of California law (including Public Contract Code section 7201) and the Contract Documents, the County shall hold retainage from the CMAR. The CMAR, or its subcontractors, shall return all monies withheld in retention from a subcontractor within the time periods authorized under California law after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work. Any violation of this provision shall subject CMAR, or its subcontractors, to the penalties, sanctions and other remedies specified under California law. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to County or the CMAR, or its subcontractors, in the event of a dispute involving late payment or nonpayment by CMAR, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both CMAR and non-CMAR CMARs and subcontractors.

Pursuant to Section 22300 of the California Public Contract Code, the CMAR may elect to substitute securities for any monies withheld by the County to ensure performance under the Contract Documents. At the request and expense of the CMAR, securities equivalent to the amount withheld shall be deposited with the County, or with a state or federally chartered bank as the escrow agent, who shall then pay such monies to the CMAR. Upon satisfactory completion of the requirements of the Contract Documents, the securities will be returned to the CMAR. Such securities, if deposited by the CMAR, shall be valued by the County, whose decision on valuation of the securities shall be final. Securities eligible for investment under this provision shall be limited to those listed in Section 22300 of the Public Contract Code.

- 8.3.12.** CMAR, and its subcontractors, shall pay any subcontractor not later than seven (7) calendar days of receipt of each progress payment in accordance with the provision in section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. Any violation of section 7108.5 shall subject the violating CMAR or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to County or the CMAR, or its subcontractors, in the event of a dispute involving late payment or nonpayment by the CMAR, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both CMAR and non-CMAR subcontractors.
- 8.3.13.** When the Work is ready for acceptance by the County, the Owner's Representative will confirm whether the Work has reached Substantial Completion and will prepare a list of items to be complete or corrected. The failure to include any item on such list does not alter the responsibility of the CMAR to complete all Work in accordance with the Contract Documents.
- 8.3.14.** Upon final completion of all work and Final Acceptance by the Board of Supervisors, with the contract requirements having been fully and completely satisfied including, without limitation:
- 8.3.14.1.** Acceptance of the work by the Owner's Representative and Architect
- 8.3.14.2.** The CMAR providing to the County all documents and information required by the Contract Documents including, without limitation:
- 8.3.14.2.1.** All releases

8.3.14.2.2. Maintenance guarantees

8.3.14.2.3. Maintenance manuals and technical specifications

8.3.14.2.4. All requirements for Contract Closeout including as set forth Section 01 77 00 herein

And Thirty-five (35) days after recordation by the County of a Notice of Completion with the County Recorder following Board of Supervisor's Acceptance:

8.3.14.3. All claims for labor and materials have been paid

8.3.14.4. No claims shall have been filed with the County based upon acts or omissions of the CMAR

8.3.14.5. No stop notices have been filed

The CMAR shall be entitled to the balance due for the completion and acceptance of the Work, less sums withheld for liquidated damages, if any, or any other damages incurred by the County or other sums withheld pursuant to the terms of the Contract Documents or by law.

8.3.15. The making of final payment shall not constitute a waiver of any claims by the County.

8.3.16. Subject to the terms of the Contract Documents, the acceptance of final payment shall, after the date of Substantial Completion of the Project, constitute a waiver of all Claims by the CMAR.

8.3.17. All provisions of this Agreement, including without limitation those establishing obligations and procedures, shall remain in full force and effect notwithstanding the making or acceptance of final payment.

8.3.18. Final payment will be made in accordance with the Contract Documents and California law, including, without limitation, Public Contract Code § 7107.

8.3.19. Pursuant to Public Contract Code § 7107, in the event of a dispute between the County and CMAR, the County may withhold from the final payment an amount not to exceed 150 percent of the disputed amount.

8.3.20. Upon COUNTY's receipt of an invoice with updated Master Project Schedule from the CMAR, the COUNTY will review same to determine if it is a proper invoice based on the most recent, COUNTY-approved Master Project Schedule. Any invoice determined by the COUNTY to be improper shall be returned to CMAR and CMAR shall modify it in accordance with the COUNTY's assessment and provide it again to the COUNTY.

8.3.21. Progress payments (less Retention) will only be authorized by the COUNTY where the Work requires more than six (6) weeks to complete. Actual progress payment submittal dates shall be established by the COUNTY. CMAR shall submit invoice(s) for allowable progress payments in accordance with the established submittal dates.

8.3.22. CMAR shall provide conditional lien releases for CMAR, all Subcontractors and Sub-subcontractors with each progress payment invoice totaling the amount requested in the progress payment and covering the same time period as the progress payment time period.

8.3.23. CMAR shall submit invoices for progress payments as set forth herein below and in the Contract Documents.

8.4 RETENTION OF PAYMENTS

8.4.1. **Construction Phase:** For the Construction Phase, upon submittal and receipt of a monthly progress payment in accordance with the requirements herein, the following shall apply:

8.4.1.1. CMAR's invoice shall include the total amount of Work completed to date, including materials furnished and delivered on the Project site, not used, or fully insured with the COUNTY's prior approval and stored in a secure warehouse, and the value of the materials to

date. CMAR shall furnish evidence showing the value of such materials when requested by the COUNTY.

- 8.4.1.2. Due to many factors, including extensive coordination and security issues, COUNTY projects are substantially complex and therefore, the COUNTY shall retain five percent (5%) of the estimated value of Work completed.

8.4.2. Release of Retention

- 8.4.2.1. COUNTY will release Retention proceeds to the CMAR only upon Completion of the Work as determined by the Director of Public Works, less any amounts that the COUNTY is permitted or required to withhold as indicated herein and as permitted under applicable statute.

8.5 METHOD OF PAYMENT

- 8.5.1. The COUNTY will make payment in arrears after receipt of the CMAR's properly completed invoice or application for payment. Invoices shall clearly indicate the following information. Invoices furnished by the CMAR must be in this form.

- 8.5.1.1. The Contract number;
- 8.5.1.2. A unique invoice number;
- 8.5.1.3. CMAR's name and address;
- 8.5.1.4. Taxpayer identification number (CMAR's federal employer identification number);
- 8.5.1.5. Description of the completed Work, in accordance with the CMAR's updated Master Project Schedule;
- 8.5.1.6. Amount of Retention to be withheld from the invoice;
- 8.5.1.7. Net amount to be paid for the invoice;
- 8.5.1.8. Total amount of Retention withheld to date;
- 8.5.1.9. The original signature of the authorized representative of the CMAR;
- 8.5.1.10. The contractual charges, including the appropriate progress payment, if authorized; and
- 8.5.1.11. Preferred remittance address, if different from the mailing address.

- 8.5.2. CMAR shall submit one (1) original and one (1) copy of invoices to the COUNTY's Project Manager, identified in the Agreement.

- 8.5.3. CMAR acknowledges the complex payment approval process that the COUNTY must follow and agrees that the COUNTY will pay invoices that are approved, due and payable within thirty (30) days after receipt of a correct, itemized approved invoice. In no event shall the COUNTY be liable for interest or late charges for any late payments.

- 8.5.4. Payment shall be made by the COUNTY to the CMAR at the address specified on the invoice.

- 8.6 DISALLOWANCE.** If the CMAR claims or receives payment from the COUNTY that is later disallowed by the COUNTY, the CMAR shall promptly refund the disallowed amount to the COUNTY upon the COUNTY's request. At its option, the COUNTY may offset the amount disallowed from any payment due or that may become due to the CMAR under this Agreement or any other agreement.
- 8.7 PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK.** The granting of any payment by the COUNTY, or the receipt thereof by the CMAR, shall in no way lessen the liability of the CMAR to correct unsatisfactory work in connection with this Agreement.
- 8.8 RELEASE OF CLAIMS.** The acceptance by the CMAR of its final payment due under this Agreement shall be and shall operate as a release to the COUNTY of all claims and all liability to the CMAR for everything done or furnished in connection with this Agreement (including every act and neglect of the COUNTY), with the exception of any claims that are expressly identified by the CMAR as outstanding as of the date of CMAR's submission of CMAR's final application for payment. CMAR's failure to identify any such claims shall operate as a release of all claims.
- 8.9 STOP PAYMENT NOTICES.** If a stop payment notice or a Claim based on a stop payment notice or lien of any nature should at any time be filed against the Work or any COUNTY property, by any entity or person that has supplied material or services for a Project, or financing for any supplied materials, CMAR and CMAR's payment bond surety ("Payment Bond Surety"), at CMAR's and/or Payment Bond Surety's own expense, shall promptly take any and all action necessary to cause any such stop payment notice or a Claim based on a lien or a stop payment notice to be released or discharged immediately. If the CMAR fails to furnish to the COUNTY, within thirty (30) days after demand by the COUNTY, satisfactory evidence that a lien or a Claim based on a stop payment notice has been so released, discharged, or secured, the COUNTY may discharge such indebtedness and deduct the amount required therefore, together with any and all losses, costs, damages, and attorney fees and expense incurred or suffered by the COUNTY from any sum payable to CMAR under the Contract.
- 8.10 ASSIGNMENT OF CONTRACT FUNDS.** CMAR may assign moneys due or to become due under the Contract, through an amendment to the Contract. Any assignment of moneys earned by the CMAR shall be subject to proper retention in favor of the COUNTY and to all deductions provided for in the Contract. All moneys withheld, whether assigned or not, are subject to being used by the COUNTY to the extent permitted by law, for the Completion of the Work in the event that the CMAR is in default of the Contract.
- 8.11 OCCUPANCY BY THE COUNTY PRIOR TO COMPLETION OF THE WORK**
- 8.11.1.** The COUNTY reserves the right to occupy and allow the COUNTY to occupy all or any part of the Project prior to Completion of the Work, upon written notice.
- 8.11.2.** The following conditions shall be satisfied prior to the COUNTY occupying all or any part of the Project prior to Completion of the Work:
- 8.11.2.1. Ready for Use.** The Project in its entirety or partially, as applicable, is ready for use for the purposes of normal psychiatric facility operations, except for Punch List Items;
- 8.11.2.2. Architect Letter.** The Architect has issued a letter of confirmation to the COUNTY indicating that building and systems at the Project are ready for use, except for Punch List Items, and to the best of its knowledge have been built in accordance with this Agreement;
- 8.11.2.3. No Encumbrances.** There are no encumbrances registered or recorded on the Site or any part of the Project;

- 8.11.2.4. **Successful Commissioning.** The CMAR has completed Commissioning the Project in accordance with the Commissioning Plan, and the Commissioning Tests have been successfully performed and satisfied (subject to such Commissioning which is identified in the Commissioning Plan to be conducted after occupancy);
 - 8.11.2.5. **Certificate of Occupancy.** A temporary or final certificate of occupancy has been issued for the Project by the Humboldt County Building Department and Orland Fire Marshal;
 - 8.11.2.6. **Construction Supervisor/Inspector.** The Construction Supervisor/Inspector has issued its final verified report.
 - 8.11.2.7. **Governmental Agency Confirmations.** All other governmental agencies having jurisdiction have confirmed (and issued all pertinent governmental approvals or other documents in respect thereof) that the building and structures on the site are ready for occupancy;
- 8.11.3. **“Ready for Use”.** For purposes of this section, in determining whether the Project or project equipment are “ready for use,” the following factors shall be taken into account:
- 8.11.3.1. requirements of this Agreement;
 - 8.11.3.2. ability of public to access the Project, and the risk of injury to members of the public and all project users;
 - 8.11.3.3. security systems set forth in the Contract Documents are operational;
 - 8.11.3.4. Any apparent hazard or nuisance;
 - 8.11.3.5. The need to conduct psychiatric services in a reasonably quiet and stable environment free from, dust, chemical, smoke and other health and safety concerns;
 - 8.11.3.6. proper installation and functionality of all project equipment; and
 - 8.11.3.7. Such other functional requirements and considerations as a reasonable person of ordinary prudence would take into account if asked to decide whether the Project is suitable for the commencement of psychiatric services, all so that, subject to the Punch List Items, the Project in its entirety is ready to use for the purposes of normal psychiatric services and department operations.
- 8.11.4. If the COUNTY chooses to take occupancy prior to completion of the Work, the COUNTY and the CMAR shall establish by Change Order, prior to taking occupancy, to the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Project, insurance, and the period for correction of the Work. Any Dispute as to responsibilities shall be resolved pursuant to the Disputes and Claims provisions herein, with the added provision that during the Dispute process, the COUNTY shall have the right to occupancy of any portion of the Project that it needs or intends to use. Immediately prior to any occupancy of the Project, the COUNTY and the CMAR shall jointly inspect the area to be occupied or portion of the Project to be used in order to determine and record the condition of the Work.
- 8.11.5. If the COUNTY chooses to take occupancy prior to completion of the Work, the guarantee and warranty period shall commence upon the date that the COUNTY occupies the Project **only** for system(s) and item(s) that were completed and fully operational, at the COUNTY’s reasonable determination, as of the date of the occupancy. Notwithstanding this early start of the guarantee and

warranty period for those system(s) and item(s), the commencement of the guarantee and warranty period for all other systems or items and the Project shall continue to be the date indicated in the Guarantee and Warranty section herein.

- 8.11.6.** The COUNTY's occupancy does not constitute Completion of the Work or Acceptance of the Work by the COUNTY, or any portion of the Work, nor will it relieve the CMAR of responsibility for correcting defective Work or materials found at any time before Acceptance of the Work, as set forth herein, or during the Guarantee period after the COUNTY's acceptance, as set forth in the Contract Documents.

8.12 ACCEPTANCE OF THE WORK

- 8.12.1.** When the CMAR considers the Work complete, the CMAR shall request a final inspection by the COUNTY.

8.12.1.1. The COUNTY will conduct a final inspection within fourteen (14) days of receipt of written request from the CMAR for final inspection.

8.12.1.2. If, after the inspection, the COUNTY determines that the Work is complete, the COUNTY will recommend that the Director accept the Work.

8.12.1.3. Upon Acceptance of the Work by the Director:

8.12.1.3.1. The Retention held by the COUNTY will be released as provided herein, less any amounts that the COUNTY is permitted or required to withhold, and as permitted under applicable statute, and

8.12.1.3.2. CMAR will be relieved of the duty of maintaining and protecting the Work, and

8.12.1.3.3. The Director will execute and authorize the recording of a Notice of Completion in the County in which the Project is constructed.

8.12.1.4. If the COUNTY determines that the Work is not Complete, the CMAR will be notified in writing of deficiencies or any incomplete work, and a punch list of such items shall be prepared ("Punch List"). After completing all possible Punch List items, CMAR shall again initiate the procedures for final inspection as set forth above for any completed Punch List items and the Work shall be considered complete when the Punch List items have been completed to the satisfaction of the COUNTY. However, upon the Director's approval and the Surety's written consent, with respect to specific Punch List items, the COUNTY may, prior to Acceptance, direct the CMAR to complete the remaining Punch List items, pay the Retention and withhold one hundred and fifty percent (150%) of the value of the incomplete or deficient Punch List items and any statutory requirements for withholding (e.g. outstanding stop payment notices) and release the remainder of the Retention upon Acceptance.

8.12.1.5. Determination by the COUNTY that the Work is Complete or Acceptance of the Work will not bar any Claim against the CMAR as permitted herein and by law.

- 8.12.2.** CMAR has thirty (30) days after receipt of the final statement to file a Claim with the COUNTY.

8.12.2.1. All Claims shall comply with the requirements of the Disputes and Claims provisions herein.

8.12.2.2. Failure to file a Claim within the thirty (30) day period constitutes a failure to diligently

pursue and exhaust the required administrative procedures set forth in the Contract. Such failure shall constitute waiver of additional rights to compensation under the Contract or the right to request Equitable Adjustment.

- 8.12.2.3. If the CMAR does not file a Claim within the thirty (30) day period, the final payment issued by the COUNTY will be a complete and final settlement between the COUNTY and the CMAR.

8.13 FINAL PAYMENT

- 8.13.1. After Acceptance of the Work, and upon receipt of final statement from the COUNTY, CMAR will invoice the COUNTY for any sum due the CMAR including Retention.
- 8.13.2. CMAR, if requested by the COUNTY, shall provide the COUNTY an unconditional lien release for CMAR, all Subcontractors and Sub-subcontractor covering all labor, materials, and equipment when submitting CMAR's final statement invoice.
- 8.13.3. If there are any outstanding liens or stop payment notices filed with respect to the Project, the CMAR shall provide the COUNTY unconditional lien releases for such liens or stop payment notice releases, as applicable, when submitting CMAR's final statement invoice.
- 8.13.4. If the CMAR owes any amount to the COUNTY, the final statement shall serve as an invoice to the CMAR.
- 8.13.5. If progress payments are not authorized, CMAR will invoice the COUNTY, and the COUNTY will pay the CMAR One Hundred Percent (100%) of the sum owing pursuant to the contract after Acceptance of the Work and receipt by the COUNTY of unconditional lien and stop payment notices release for CMAR, all Subcontractors and Sub-subcontractor covering all labor, materials, and equipment for which a lien or stop payment notice could be filed.

8.14 DECISIONS TO WITHHOLD PAYMENT

- 8.14.1. **Reasons to Withhold Payment.** COUNTY may withhold payment in whole, or in part, to the extent reasonably necessary to protect the COUNTY if, in the COUNTY's opinion, the representations to the COUNTY required herein cannot be made. COUNTY may withhold payment, in whole or in part, to such extent as may be necessary to protect the COUNTY from loss because of, but not limited to:
 - 8.14.1.1. Up to one hundred and fifty percent (150%) of the value of any Defective Work not remedied within the time frames required herein, including without limitation any Punch List item not satisfactorily completed;
 - 8.14.1.2. One hundred and twenty-five percent (125%) to one hundred and fifty percent (150%) of the claim stated in any stop payment notices or other liens served upon the COUNTY as a result of the Contract;
 - 8.14.1.3. Liquidated damages assessed against the CMAR;
 - 8.14.1.4. The cost to complete the Work if there exists reasonable doubt that the Work can be completed for the unpaid balance of the GMP or by the Completion date;
 - 8.14.1.5. Damage to the COUNTY or other contractor(s);
 - 8.14.1.6. Unsatisfactory performance of the Work by CMAR;

- 8.14.1.7. Failure of the CMAR to maintain As-Built Drawings;
 - 8.14.1.8. Erroneous estimates by the CMAR of the value of the Work performed, or other false statements in an application for payment;
 - 8.14.1.9. If certified payroll records are requested, the failure to provide certified payroll records acceptable for each journeyman, apprentice, worker, or other employee employed by the CMAR and/or each Subcontractor in connection with the Work for the period of the application for payment;
 - 8.14.1.10. Failure to properly pay prevailing wages as defined in Labor Code section 1720 et seq., and/or failure to comply with any other Labor Code requirements;
 - 8.14.1.11. Failure to properly maintain or clean up the Site;
 - 8.14.1.12. Failure to timely indemnify, defend or hold harmless the COUNTY;
 - 8.14.1.13. Failure to pay any royalty, license or similar fees;
 - 8.14.1.14. CMAR is otherwise in breach, default or in substantial violation of any provision of the Contract;
 - 8.14.1.15. Failure of the CMAR to submit on a timely basis all Closeout Documentation in a manner and form that is proper, sufficient, and reasonably acceptable to the COUNTY, and to not cause a delay in the Completion of the Project;
 - 8.14.1.16. Failure to perform any implementation and/or monitoring required by any SWPPP for the Project and/or the imposition of any penalties or fines imposed therefore against CMAR or COUNTY; and/or;
 - 8.14.1.17. Improper use of the Project Contingency.
- 8.14.2. Reallocation of Withheld Amounts.** COUNTY may, in its discretion, apply any withheld amount to pay outstanding claims or obligations as defined herein. In so doing, COUNTY shall make such payments on behalf of CMAR. If any payment is so made by COUNTY, then that amount shall be considered a payment made pursuant to the Contract and COUNTY shall not be liable to CMAR for any payment made in good faith. These payments may be made without prior judicial determination of claim or obligation. COUNTY will render CMAR an accounting of funds disbursed on behalf of CMAR.
- 8.14.3. Payment after Cure.** When CMAR cures the grounds for declining approval, payment shall be made for amounts so withheld. No interest shall be paid on any retention or amounts withheld due to the failure of the CMAR to perform in accordance with the terms and conditions of the Contract Documents.
- 8.14.4. Joint Checks.** The COUNTY shall have the right in its sole discretion to issue joint checks made payable to the CMAR and any Subcontractor or material or equipment supplier. The joint check payees shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. In no event shall any joint check payment be construed to create any contract between the COUNTY and a Subcontractor of any tier, any obligation from the COUNTY to such Subcontractor, or rights in such Subcontractor against the COUNTY.

ARTICLE 9 DISPUTES AND CLAIMS PROCEDURES

9.1 NOTICE OF POTENTIAL CLAIM (NPOC)

- 9.1.1.** The CMAR is not entitled to additional compensation for any cause, including a disagreement, protest, or change, an act or failure to act by the COUNTY, or the happening of an event, thing or occurrence, unless the CMAR has given the COUNTY advance written notice of potential claim (NPOC). The NPOC must clearly describe the nature, circumstances, and basis of the potential claim, and must explain the reasons that the CMAR believes additional compensation and/or time will or may be due, the nature of the costs and/or time involved, the amount of the potential claim, a request for equitable adjustment, and written and verifiable documentation and support. The nature, circumstances, basis, and reasons must remain consistent.
- 9.1.2.** Except as otherwise required in the Contract Documents, the CMAR must promptly provide an NPOC to the COUNTY upon discovery of concealed or unknown conditions or a disagreement, protest, situation, event, or occurrence that may result in a claim. This notice must be submitted no more than 7 Calendar Days after the discovery or occurrence of an event that may be the basis for a claim for additional compensation or time; failure to do so waives the claim.
- 9.1.3.** If costs or time cannot be reasonably determined at the time the NPOC is provided, the NPOC must be amended to include quantified cost and time impacts within 30 Calendar Days after work has ceased on the event that prompted the NPOC; failure to do so waives the claim. For NPOC events that extend more than 30 Calendar Days the CMAR must provide a monthly accounting of ongoing costs and time impacts by the 5th day of the succeeding month; failure to do so waives the claim.

9.2 DUTY TO MITIGATE DAMAGES

- 9.2.1.** The Contractor is required to take all reasonable and practical efforts to mitigate the damaging effects of a potential current or future claim it perceives as a result of an act or failure to act on the part of the County, or as a result of an event, thing or occurrence. Written notice by the Contractor of a potential claim does not excuse the Contractor from pursuing the mitigation of a claim in good faith and with due diligence. Where possible, or if directed by the County, the Contractor must be prepared to discuss various methods of mitigation with the County prior to actual mitigation.
- 9.2.2.** The obligation to minimize foreseeable damages requires that the Contractor use reasonable care and diligence to prevent an unwarranted incurrence of damages from a delay caused by the other party or an unforeseen event. In evaluating a delay, if, in the opinion of the County, the delay could have been avoided by due care of the Contractor, the Contractor is responsible for the additional costs attributed to the failure to mitigate.

9.3 Contractor's surety or sureties shall be bound by any award or judgment rendered in any proceeding arising from the Project or undertaken in accordance with the Contract Documents. Further, Contractor's surety or sureties shall be bound by and subject to the dispute resolution provisions set forth herein, and Contractor's surety or sureties shall, at the request of County (or Contractor), participate in any dispute resolution proceedings, including mediation or litigation, that occur pursuant to the Contract Documents.

9.4 The County and Contractor intend that differences between the County and Contractor, arising under the Agreement, be brought to the attention of the County at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The County and Contractor agree to initially strive to resolve all disputes amicably and in an informal manner. If the dispute resolution involves a change in the Contract work, increase or decrease in the compensation due the contractor, or adjustment in the time of completion of the Work, then the informal dispute resolution shall be confirmed by a Change Order pursuant to the Contract Documents. Informal discussions or negotiations with the County or its representatives concerning informal resolution of a dispute shall not toll or suspend the claim filing and other deadlines provided below, unless so provided by the County in writing. Contractor, and Contractor's surety or sureties, shall be bound by and subject to the dispute resolution provisions as set forth herein, and Contractor's surety or sureties shall, at the request of the County (or Contractor), participate in any dispute resolution proceedings, including mediation, arbitration or litigation that may occur pursuant to the Contract Documents.

Nothing set forth herein constitutes a waiver of the government claim filing requirements pursuant to Title 1, Division 3.6 of the California Government Code or otherwise set forth in local, state and federal law.

9.5 Contractor shall not be entitled to any additional time to complete work or to the payment of any additional compensation for claimed extra work (or otherwise on account of any claim, cause, act, failure to act, or happening of any event or occurrence) unless the County has issued a Change Order pursuant to the Contract Documents, or a Claim has been timely filed and approved pursuant to the Contract Documents. If the Contractor fails to timely file a written Claim in accordance with the Contract Documents, then the Contractor shall be deemed to have waived any right or remedy to thereafter pursue the claim against the County in any administrative, arbitration or litigation proceeding.

9.6 For purposes of this section:

9.6.1. “Claim” means a separate demand by the Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

9.6.1.1. A time extension, including, without limitation, for relief from damages or penalties for delay assessed by the County under the Contract for the Project.

9.6.1.2. Payment by the County of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract for the Project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

9.6.1.3. Payment of an amount that is disputed by the County.

9.6.2. “Contractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the California Business and Professions Code who has entered into a direct contract with the County for the Project.

9.6.3. “Subcontractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the California Business and Professions Code who either is in direct contract with a Contractor or is a lower tiersubcontractor.

9.7 Requirements for Filing of Contract Claim; Contents; Filing Deadline

9.7.1. Contents. The Contractor may file a “Contract Claim” with the County. A Contract Claim must (a) be in writing; (b) be labeled or clearly indicated as a claim under the Agreement; (c) set forth in detail the reasons why the Contractor believes additional compensation or a time extension is or may be due, the nature of the costs involved, and, insofar as possible, the amount of the Claim; (d) include (or reference earlier provided) documents that support and substantiate the Claim; and (e) include the following certification, properly completed and executed by Contractor or any officer of Contractor:

I, _____, BEING THE _____ (must be an owner or officer) OF _____ (CONTRACTOR), DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, AND I DO PERSONALLY CERTIFY AND ATTEST THAT: I HAVE THOROUGHLY REVIEWED THE ATTACHED CLAIM FOR ADDITIONAL COMPENSATION AND/OR EXTENSION OF TIME, AND KNOW ITS CONTENTS, AND SAID CLAIM IS TRUTHFUL AND ACCURATE; THAT THE AMOUNT AND/OR CONTRACT TIME EXTENSION REQUESTED ACCURATELY REFLECTS THE CONTRACT ADJUSTMENT FOR WHICH THE OWNER IS LIABLE; AND FURTHER, THAT I AM FAMILIAR WITH CALIFORNIA PENAL CODE SECTION 72 AND CALIFORNIA GOVERNMENT CODE SECTION 12650, ET SEQ., PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT SUBMISSION OR CERTIFICATION OF A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT AND/OR OTHER SEVERE LEGAL CONSEQUENCES

9.7.2. Filing Deadline. A Contract Claim must be submitted to the County within the following Claim filing deadlines: (a) if a deadline is set forth in the Contract Documents for filing of the particular Claim, then the Claim must be filed by the specified time; (b) if the Claim relates to extra, additional or unforeseen work for which the Contractor intends to demand additional compensation, a time extension, or both, notice shall be given to the County prior to the time that the Contractor commences performance of the work giving rise to the potential claim for additional compensation or time extension, and Contractor shall not proceed with that work until so directed by the County; and (c) for all other Claims not

included within (a) or (b), the claim must be filed on or before 15 days after the date of the occurrence, event or circumstance giving rise to the Claim. In no event shall a Contract Claim be filed later than the date of final payment.

- 9.8** Claims Subject to Public Contract Code Section 9204; Procedure
- 9.8.1.** Application. This subsection H applies solely to the handling and resolution of a Contract Claim(s) sent to the County by registered mail or certified mail with return receipt requested in accordance with Public Contract Code section 9204(c)(1).
 - 9.8.2.** Claims Handling Procedure. With respect to any Contract Claim(s) sent to the County in accordance with this Section, the provisions of Public Contract Code section 9204 shall apply, and are hereby incorporated by reference into these Standard Provisions and set forth in full in *Appendix A* to these General Conditions.
 - 9.8.3.** Claims Procedure Post-Mediation. In the event mediation, if any, is unsuccessful pursuant to Public Contract Code section 9204, and all or parts of the Contract Claim(s) remain in dispute, then the Contractor shall thereafter comply with the Claim procedures as set forth below (“Claims Equal to or Less Than \$375,000”) or (“Claims Exceeding \$375,000”), as applicable.
- 9.9** Claims Equal to or Less than \$375,000; Procedure
- 9.9.1.** Application. This Section applies solely to the handling and resolution of a Contract Claim(s) that is/are in an amount equal to or less than Three Hundred Seventy-Five Thousand Dollars (\$375,000).
 - 9.9.2.** Claims Handling Procedure. With respect to any Contract Claim(s) subject to this section, the provisions of Public Contract Code section 20104, et seq. shall apply, and are hereby incorporated by reference into these Standard Provisions and set forth in full in *Appendix B* to these General Conditions.
 - 9.9.3.** Agreement to Opt-Out. Notwithstanding anything to the contrary in the Contract Documents, the County and Contractor may mutually agree at any time, in writing, that any Claim(s) to which the obligations set forth in this Section apply (i.e., unresolved Claims in an amount equal to or less than \$375,000) shall be subject to the dispute resolution requirements as set forth below applicable to the resolution and handling of claims in an amount in excess of \$375,000. Should the County and Contractor so agree in writing, the County and Contractor shall follow the requirements with respect to mediation and, if necessary, litigation, in accordance with Section 9.10 below.
- 9.10** Contract Work Pending Claim Resolution. In the event of any dispute between the County and Contractor, or during the pendency of any Contract Claim(s) or associated proceedings under this Section or the Contract Documents, Contractor shall not stop, or delay performance of, the Work, but shall prosecute the Work diligently to completion in the manner directed by the County.
- 9.11** Disputes Involving Architect or Design Professionals. In the event that any Claim(s) asserted by the Contractor arise from or is/are related, in any manner, to conduct or actions for which the Architect or other design professional may be responsible, the County and Contractor acknowledge and agree that the County may, in its sole discretion, require the participation and/or joinder of the Architect or other design professional in any dispute proceeding under this Section. This right shall remain solely within the discretion of the County, and Contractor shall have no rights under the Contract Documents to require or seek to compel the participation and/or joinder of the Architect or other design professional in any dispute proceeding under this Section or elsewhere under the Contract Documents.
- 9.12** Application of Section. The procedures and remedies set forth in this Section shall not apply to: (i) any claim by the County against the Contractor or its surety or sureties (unless the County, in its sole discretion, opts to proceed hereunder); (ii) any claim or dispute relating to stop notices; or (iii) any claim relating to the approval, refusal to approve or substitution of any subcontractor, regardless of tier, pursuant to Public Contract Code section 4700, et seq.
- 9.12.1. False Claims Act.** The COUNTY shall be entitled to remedy any false claims, as defined in California Government Code section 12650 *et seq.*, (“False Claims Act”) made to the COUNTY by the CMAR or any Subcontractor pursuant to the standards set forth in the False Claims Act. Any CMAR or Subcontractor who submits a false claim shall be liable to the COUNTY for three times the amount of damages that the COUNTY sustains because of the false claim. A CMAR or Subcontractor who submits a false claim shall also be liable to the COUNTY for (a) the costs,

including attorney fees, of a civil action brought to recover any of those penalties or damages, and (b) a civil penalty of up to \$11,000 for each false claim.

9.13 DOCUMENTATION OF RESOLUTION. If a Claim is resolved, the COUNTY shall determine if that resolution shall be documented in an Agreement and Release of Any and All Claims form or other document, as appropriate.

9.14 NON-APPLICABILITY OF DISPUTE & CLAIM RESOLUTION PROCESS. The procedures and provisions in this Disputes and Claims section shall not apply to;

9.14.1. COUNTY's determination of what Work is or will be constructed, or whether the Work complies with the Contract Documents for purposes of accepting the Work;

9.14.2. COUNTY's rights and obligations, such as, but without limitation, the revocation of pre-qualified or qualified status, barring a contractor from COUNTY contracts, the imposition of penalties or forfeitures prescribed by statute or regulation;

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

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

9.14.5. Stop payment notices; and

9.14.6. Any other COUNTY rights as set forth herein.

9.15 AUDIT AND ACCESS TO RECORDS

9.15.1. CMAR shall maintain all books, records, documents, and other evidence directly pertinent to the performance of the Work under this Contract, in accordance with generally accepted accounting principles and practices consistently applied. CMAR shall also maintain all financial information and data used by the CMAR in the preparation or support of any cost submission, including the CMAR's original proposal required for this Contract, or any Change Order, Claim, or other request for equitable adjustment, and a copy of the cost summary or information submitted to the COUNTY.

9.15.2. The COUNTY shall have access upon twenty-four (24) hours advance written notice, at all times during normal business hours, to all such books, records, documents, financial information, and all other evidence for the purpose of inspection, audit, and copying. CMAR shall, at no cost to the COUNTY, provide proper facilities for such access, inspection and copying purposes.

9.15.3. CMAR agrees to make the audit and record provisions of this subsection applicable to this Contract, and all Change Orders, Claims, or other requests for Equitable Adjustment affecting the Contract Time or GMP CMAR agrees to include the audit and record provisions of this subsection in all subcontracts and sub-subcontracts or purchase orders, at any tier, and make the audit and record provisions of this subsection applicable to all subcontracts, at any tier, in excess of \$10,000, and to make the audit and record provisions of this subsection applicable to all Change Orders, Claims, and other requests for equitable adjustment related to Project performance.

9.15.4. Audits conducted under the audit and record provisions of this subsection shall be in accordance with general accepted auditing standards and established procedures and guidelines of the reviewing or audit agency.

9.15.5. CMAR agrees to the disclosure of all information and reports resulting from access to records under the audit and record provisions of this subsection, to the COUNTY, and other affected agencies.

- 9.15.6. Records under the audit and record provisions of this subsection shall be maintained and made available during the performance of the Work under this Contract until three (3) years past final payment, and until final settlement of all Disputes, Claims, or litigation, whichever occurs later. In addition, those records which relate to any portion of this Contract, to any Change Order, to any Dispute, to any litigation, to the settlement of any Claim arising out of such performance, or to the cost or items to which an audit exception has been taken, shall be maintained and made available until final payment or final resolution of such Dispute, litigation, Claim, or exception, whichever occurs later.
- 9.15.7. The right of access within the audit and record provisions of this subsection applies to all financial records pertaining to this Contract and all Change Orders and Claims. In addition, this right of access applies to all records pertaining to all contracts, Change Orders, and Contract Amendments:
- 9.15.7.1. To the extent the records pertain directly to Contract performance;
- 9.15.7.2. If there is any indication that fraud, gross abuse, or corrupt practices may be involved;
- 9.15.7.3. If the Contract is terminated for default or convenience.
- 9.15.8. Access to records is not limited to the required retention periods. The COUNTY shall have access to records at any reasonable time for as long as the records are maintained.
- 9.15.9. CMAR shall maintain an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles (GAAP).

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY OF PERSONS AND PROPERTY

- 10.1.1. CMAR shall initiate, maintain and supervise all safety precautions and programs in connection with the performance of the Work, and shall make all employees engaged in the performance of the Work aware of all Project safety, fire, and health requirements and regulations including the appropriate use of personal protective equipment.
- 10.1.2. CMAR shall prior to the start of construction, submit to the COUNTY a written plan for Project site safety that is compliant with all applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on the safety and protection of persons and property from damage, injury or loss, as well as the guidance found in the OCIP requirements, and that will include:
- 10.1.2.1. CMAR's program to require its Subcontractors, and their Sub-subcontractors to comply with the Project site safety plan and the OCIP requirements;
- 10.1.2.2. CMAR's storm water pollution prevention plan (SWPPP);
- 10.1.2.3. CMAR's water event and mold prevention plan;
- 10.1.2.4. CMAR's air and dust management plan; and
- 10.1.2.5. If applicable, CMAR's blasting and use of explosives plan.
- 10.1.3. CMAR shall as part of its written plan for Project site safety plan appoint a dedicated member of the CMAR's organization who by possession of a recognized college degree, certificate or professional standing, or who by extensive knowledge, training, and experience, has successfully demonstrated the ability to solve or resolve problems related to the safety of the work and the Project, and when required is properly licensed in accordance with federal, state or local laws and regulations. The

designated safety representative must be an employee assigned in a full-time capacity to the Project site, and must have successfully completed an approved OSHA 30-hour Construction Industry Outreach Training course within the prior three years.

- 10.1.4. Prevention.** CMAR shall take precautions for safety and provide protection to prevent damage, injury, or loss to:
- 10.1.4.1.** Employees performing work at the Project Site and other persons who may be affected thereby;
 - 10.1.4.2.** The Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site, under care, custody or control of the CMAR or the CMAR's Subcontractors or Sub-subcontractors; and
 - 10.1.4.3.** Other property at the Project Site, or adjacent thereto, including, but not limited to, trees, shrubs, lawns, walks, pavements, stairways, passageways, roadways, structures, equipment, and utilities, not designated for removal, relocation, renovation, restoration, reconstruction, or replacement during the course of the completion of the Work or except as otherwise noted or specified.
- 10.1.5.** CMAR shall at all times conduct the construction of the Work to minimize inconvenience to the general public and to ensure the protection of persons and business adjacent to the Project site so as to minimize interference with their daily lives and operations.
- 10.1.6.** If required by the local jurisdiction having authority, or by safe work practice, the CMAR shall hire appropriate personnel to control public vehicle traffic during periods of deliveries, construction vehicles leaving or entering the Project Site, and during periods of off-loading on public roads, streets or through fares.
- 10.1.7.** CMAR shall erect and maintain, as required by existing conditions and performance of the Contract, safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying the COUNTY and other owners and users of adjacent sites and utilities of any unsafe condition resulting from the Work.
- 10.1.8.** CMAR shall exercise appropriate care during the construction of the Work to prevent and eliminate excessive dust, silt, airborne particulates including paint overspray, and other nuisances related to the Work, from affecting workers providing work at the Project Site, or persons, property, and business adjacent to the Site.
- 10.1.9.** The CMAR shall exercise appropriate care during the construction of the Work to avoid water intrusion events and subsequent mold growth.
- 10.1.10.** CMAR shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of public authorities regarding the storage and/or use of explosives or other hazardous materials or equipment necessary for execution of Work.
- 10.1.11.** CMAR shall remedy damage and loss to property referred to in the Subparagraphs herein above caused in whole or in part by the CMAR, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the CMAR is responsible under the Subparagraphs herein above. The foregoing obligations of the CMAR are in addition to the CMAR's obligations under the Contract.
- 10.1.12.** CMAR shall not load, or permit its Subcontractor or their Sub-subcontractors to load, any part of the Work so as to endanger its safety.

10.1.13. When conditions of the Work, in the judgment of the COUNTY, present unreasonable risk of injury or death to persons or property damage, the COUNTY, may direct the CMAR, at the CMAR's sole expense, to close down the Work and not commence work again until all dangerous conditions are eliminated.

10.1.14. CMAR, at the CMAR's own cost, shall rebuild, repair, restore and make good any and all damages to any portion of the Work affected by such causes before its acceptance.

10.2 EMERGENCIES AND REPORTING OF ACCIDENTS OR CLAIMS

10.2.1. In an emergency affecting safety of persons or property, the CMAR shall act, at the CMAR's sole discretion, to prevent any threatened damage, injury or loss. Additional compensation or extension of Contract Time claimed by the CMAR because of an emergency will be reviewed as provided in herein.

10.2.2. CMAR will report to the COUNTY in writing, within twenty-four (24) hours of an occurrence all accidents, injuries, property damage, or any significant event that may have resulted in injury or property damage. The written reports will be sent to the Project Manager and the COUNTY Risk Manager. The CMAR shall use all applicable forms in the OCIP documentation for this purpose and shall notify all individuals and entities that the OCIP documentation requires be notified.

10.2.3. CMAR shall cooperate with the COUNTY and the OCIP insurers, and shall require its Subcontractors, and their Sub-subcontractors to cooperate with the COUNTY and the OCIP insurers, in the reporting, investigation, and resolution of claims for property damage, personal injury, or industrial injury that may arise from the construction of the Project.

10.3 PROHIBITED SUBSTANCE OR MATERIALS

10.4 CMAR is prohibited from, and will prohibit its Subcontractors, and their Sub-subcontractors from bringing onto the Project site or using in the performance of the Work, any toxic material including, but not limited to, asbestos, asbestos containing material or product, polychlorinated bi-phenyls (PCB), lead contaminated material, or any substances that are regulated by any governmental entity ("Hazardous Materials").

10.4.1. If the CMAR encounters what is reasonably believed to be Hazardous Materials the CMAR will immediately inform the COUNTY and will stop work in the affected area until the possible Hazardous Materials have been identified, and if required removed or rendered harmless.

10.4.1.1. Upon receipt of notice from the Contractor, the County shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the contract.

10.4.1.2. In the event that a dispute arises between the County and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for 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 contract or by law which pertain to the resolution of disputes and protests between the contracting parties. Contractor has no right to an adjustment in Contract Time or Price after acceptance of final payment.

10.5 DRUG-FREE WORKPLACE

10.5.1. By signing the Contract, the CMAR certifies, under penalty of perjury under the laws of the COUNTY of California, that the CMAR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.), and will provide a drug-free workplace by taking the following actions:

- 10.5.1.1.** Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- 10.5.1.2.** Establish a Drug-Free Awareness Program to inform employees about:
 - 10.5.1.2.1.** The dangers of drug abuse in the workplace;
 - 10.5.1.2.2.** The person's or company's policy of maintaining a drug-free workplace;
 - 10.5.1.2.3.** Any available counseling, rehabilitation, and employee assistance programs; and
 - 10.5.1.2.4.** Penalties that may be imposed upon employees for drug abuse violations.
- 10.5.1.3.** Provide that every employee who works under the Contract will:
 - 10.5.1.3.1.** Receive a copy of the company's drug-free workplace policy statement; and
 - 10.5.1.3.2.** Agree to abide by the terms of the company's statement as a condition of employment.
- 10.5.1.4.** Provide for random pre-assignment testing, reasonable cause testing as necessary, and post-accident testing as necessary of workers performing work at the Project Site.
- 10.5.1.5.** In addition to the other indemnity requirements of the Contract, CMAR shall indemnify and hold harmless AHP and the “State Department of Health Care Services on behalf of the State (Agreement No.: 24-40117)”, and the COUNTY, and its agents, officers, officials, employees and volunteers against any loss, claim, damages or liability resulting from CMAR’s failure to enforce and maintain a drug free workplace.

ARTICLE 11 INSURANCE AND BONDS

11.1 INSURANCE REQUIREMENTS

11.1. INSURANCE REQUIREMENTS

- 11.1.1.** Owner Controlled Insurance Program. OWNER shall implement an Owner Controlled Insurance Program (“OCIP”) for the Project. The OCIP is more fully described in the insurance manual (the “Insurance Manual”) for the Project, which is incorporated herein by this reference as a Contract Document. OWNER has designated Alliant Insurance Services, Inc. as the OCIP Administrator (“OCIP Administrator”) for the Project. The OCIP will include Commercial General Liability insurance, Excess Liability insurance, and Workers Compensation/Employers Liability, as summarily described below, in connection with the Project. The insurance provided under the OCIP shall be referred to herein as “OCIP Coverages.”

- 11.1.2. Eligible and Enrolled Parties. Parties eligible to enroll in the OCIP are the CMAR, and Subcontractors performing a portion of the Work on the Project site (“Eligible Parties”). Upon enrollment, an Eligible Party shall become an “Enrolled Party.”
- 11.1.3. Excluded Parties. Parties that are not eligible to enroll in the OCIP, and who are excluded from the OCIP, are:
- 11.1.3.1. Hazardous materials remediation, removal and/or transport companies and their consultants;
 - 11.1.3.2. Architects, surveyors, engineers, and soil testing engineers, and their consultants;
 - 11.1.3.3. Vendors, suppliers, fabricators, material dealers, truckers, haulers, drivers and others who merely transport, pick up, deliver, or carry materials, personnel, parts or equipment, or any other items or persons to or from the Project site;
 - 11.1.3.4. Any Subcontractor of any tier that does not perform any actual labor on the Project site; and
 - 11.1.3.5. Any other party or entity not specifically identified herein, that is excluded by OWNER in its sole discretion, even if such party or entity is otherwise eligible.
- 11.1.4. Summary of OCIP Coverages. The OCIP Coverages shall apply only to those operations of each Enrolled Party performed at the Project site in connection with the Work, and only to Enrolled Parties that are eligible for the OCIP. OCIP Coverages shall not apply to ineligible parties, even if they are erroneously enrolled in the OCIP. An Enrolled Party’s operations away from the Project site, including product manufacturing, assembling, or otherwise, shall only be covered if such off-site operations are identified and are dedicated solely to the Project. OCIP Coverages shall not cover off-site operations until the Enrolled Party requesting off-site coverage receives written acknowledgment of such coverage from the OCIP Administrator. A summary of the coverages provided under the OCIP is set out below.

SUMMARY OF OCIP COVERAGES

A. Workers’ Compensation/Employer’s Liability Insurance

Worker’s Compensation Employer’s Liability	Statutory Limit
Bodily Injury By Accident, each accident	\$1,000,000
Bodily Injury By Disease, each employee	\$1,000,000
Bodily Injury By Disease, policy limit	\$1,000,000

**B. Commercial General Liability Insurance
Form Equivalent to Most Current ISO Occurrence Form**

Each Occurrence Limit	\$2,000,000
Personal/Advertising Injury Limit (Each Occurrence)	\$2,000,000
General Aggregate Limit for all Enrolled Parties (Other Than Products/Completed Operations)	\$8,000,000
Products and Completed Operations Aggregate (for all Enrolled Parties)	\$4,000,000
Ten (10) Years Products & Completed Operations Extension	

C. Excess Liability Insurance (over Commercial General Liability)

Combined Single Limit	\$100,000,000
General Annual Aggregate for all Enrolled Parties	\$100,000,000
Products & Completed Operations Aggregate (for all Enrolled Parties)	\$100,000,000
Ten (10) Years Products & Completed Operations Extension	

D. The following additional coverages are provided for the participants in the project by OWNER outside of the OCIP:

1. CMAR's Pollution Liability
2. Builders Risk

Summary of Other Coverages Provided by Owner.

A summary of coverages provided by OWNER outside of the OCIP is set out below:

A. CMAR's Pollution Liability Insurance

Per Occurrence	\$10,000,000
Aggregate	\$20,000,000
Ten (10) Years Products & Completed Operations Extension	

B. Builders Risk

The OWNER shall obtain and maintain in force during the term of this Agreement a Builders' Risk Insurance policy or policies separate from the OCIP, which shall insure against all risks of physical loss and/ or damage including/excluding flood, named windstorm, and earth movement, subject to normal policy exclusions, to all buildings, structures, materials, and real property on site, which are intended to be, or have already been incorporated into and forming part of the Project, whether or not such buildings, structures, materials, or real property will have been supplied or made available to Contractors by OWNER.

The Builders' Risk policy shall be endorsed to add Contractors of any tier as additional named insureds', as their interests may appear and to waive the carrier's right of recovery under subrogation against OWNER and all other Contractors of any tier whose interests are insured under such policy.

Unless required otherwise by OWNER, claims under Builders' Risk insurance provided are subject to a Contractor Claims Obligation of fifteen thousand dollars (\$15,000) per occurrence. If a claim results from any construction activity, the responsible Contractor, Subcontractor, or Sub-Subcontractor shall pay the Contractor Claims Obligation up to \$15,000. All Builders' Risk losses will be adjusted with and payable to the OWNER or the Designee for the benefit of all parties as their interest may appear.

The OWNER shall not be responsible for loss or damage to, or obtaining and/or maintaining in force insurance on temporary structures, construction equipment, tool or personal effects, owned or rented to or in the care, custody, and control of a Contractor of any tier.

11.2. OWNER'S OCIP Obligations.

11.2.1. OWNER shall pay the costs of premiums for the OCIP Coverages. OWNER will receive or pay, as the case may be, all adjustments to such costs, whether by way of dividends, retroactive adjustments, return premiums, other moneys due, audits or otherwise. CMAR hereby assigns to OWNER the right to receive all such adjustments. All Subcontractors shall be required, by written contract to assign to OWNER the right to receive all such adjustments. OWNER assumes no obligation to provide insurance other than that specified in this Exhibit " " and in the OCIP insurance policies. OWNER'S furnishing of OCIP Coverages shall in no way relieve or limit, or be construed to relieve or limit, any responsibility, liability, or obligation imposed up CMAR, or any Subcontractor, under the Contract Documents, the OCIP insurance policies, or by law, including, without limitation, any indemnification obligations which such parties have agreed. OWNER reserves the right at its option, without obligation to do so, to furnish other insurance coverage of various types and limits provided that such coverage is not less than that specified in this Exhibit " " .

11.3. CMAR'S OCIP OBLIGATIONS.

- 11.3.1. CMAR shall incorporate by reference the insurance requirements set out in this Exhibit “ ”, into all Subcontractor agreements.
- 11.3.2. CMAR shall enroll in the OCIP prior to the commencement of construction activities at the Project. CMAR shall ensure that all Subcontractors who are Eligible Parties enroll in the OCIP prior to their commencement of construction activities at the Project.
- 11.3.3. CMAR shall comply with all of the requirements of the OCIP insurance policies, and the OCIP Insurance Manual. CMAR shall provide to each of its Subcontractors of every tier a copy of the Insurance Manual, and require Subcontractor compliance with all provisions of the OCIP insurance policies, and the OCIP Insurance Manual.
- 11.3.4. CMAR shall acknowledge, and require all of its Subcontractors of every tier to acknowledge, in writing, that OWNER and the OCIP Administrator are not agents, partners or guarantors of any OCIP insurer, that neither OWNER nor the OCIP Administrator are responsible for any claims or disputes between or among CMAR, its Subcontractors of any tier, and any OCIP Insurer(s), and that neither OWNER nor OCIP Administrator guarantees the solvency or the availability of limits of any OCIP Insurer(s).
- 11.3.5. CMAR shall Provide, within five (5) days of OWNERS request, any information related to CMAR's insurance costs, including but not limited to payroll records, certified copies of insurance policies, declaration pages of insurance policies, certificates of insurance, underwriting data, prior loss history information, safety records or history, OSHA citations, construction cost estimates for this Project, or such other data or information as OWNER, the OCIP Administrator, or OCIP Insurers may request in the administration of the OCIP. CMAR shall require its Subcontractors to provide the same information, upon request.
- 11.3.6. CMAR shall comply, and require all of its Subcontractors to comply, with OCIP Administrator's instructions for electronically enrolling in the OCIP.
- 11.3.7. Cost of Work Excludes Cost of OCIP Insurance. CMAR and each Subcontractor shall exclude from their bids all costs of insurance coverage provided under the OCIP (“Cost of OCIP Coverages.”) Cost of OCIP Coverages is defined as the amount of CMAR's and its Subcontractors' reduction in insurance costs due to eligibility for the OCIP, and included reduction in insurance premiums, related taxes and assessments, markup on the insurance premiums and losses retained through the use of the self-funded program, self-insured retention, or deductible program. Change orders must also be priced to exclude the Cost of OCIP Coverages. CMAR and each Subcontractor that have included the Cost of OCIP Insurance within their bid and/or contract amounts shall provide a deductive credit to OWNER to remove the Costs of OCIP Insurance from its applicable bid and/or contract.

11.4. ADDITIONAL INSURANCE REQUIRED FROM ENROLLED PARTIES AND EXCLUDED PARTIES.

CMAR shall obtain and maintain, and shall require each of its Subcontractors of all tiers to obtain and maintain, the insurance coverage specified herein in a form and from insurance companies reasonably acceptable to OWNER. The insurance limits may be provided through a combination of primary and excess policies, including the umbrella form of policy. Each policy required herein, except the Workers' Compensation and Professional Liability policies, shall name AHP and the “State Department of Health Care Services on behalf of the State (Agreement No.: 24-40117)”, and the COUNTY, and its agents, officers, officials, employees and volunteers, and any additional entities as OWNER may request as additional insureds. Policies providing additional insured coverage shall state that the coverage provided to the additional insureds is primary and non-contributory with respect to any other insurance available to the additional insureds. CMAR shall provide certificates of insurance evidencing all required coverage prior to commencement of Work. The additional insured endorsement to the general liability policy shall be provided by issuance of both ISO Form CG 20 38 12 19 (for ongoing operations) and ISO Form CG 20 40 12 19 (for completed operations) additional insured endorsements, or such other endorsements as acceptable to OWNER. The policy limits required herein shall be considered to be minimum limits only and do not limit the liability of CMAR or subcontractors of all tiers. Any limits maintained by CMAR and its subcontractors of all tiers above the limits required herein shall be made available to OWNER. All policies providing required additional insured

coverage shall include severability of interests / separation of insureds provisions and shall not contain any cross-suit exclusions preventing additional insureds from filing suits against other insureds.

Enrolled Parties shall provide Workers Compensation, Commercial General Liability and Excess Liability insurance, as set out below, for off-site activities, and all other insurance set out below for all activities, both on-site and off-site.

Excluded Parties must provide all insurance set out below for both on-site and off-site activities.

11.4.1. Standard Commercial Automobile Liability Insurance covering all owned, non-owned, and hired automobiles, trucks, and trailers with a combined single limit of not less than \$1,000,000 for bodily injury, \$1,000,000 for property damage, and with a \$1,000,000 policy limit.

11.4.2. Statutory Workers' Compensation Insurance and Employer's Liability insurance with statutory limits as required by law, including Maritime coverage, if appropriate, and Employer's Liability (EL) limits of not less than \$1,000,000 each accident, \$1,000,000 each employee, and with a \$1,000,000 policy limit.

11.4.3. Commercial General Liability (CGL) Insurance written on an occurrence basis with a coverage form at least as broad as ISO Form CG 00 01 04 13, shall be provided by CMAR. with limits no less than:

	<u>Enrolled Parties</u>	<u>Excluded Parties</u>
Each Occurrence	\$1,000,000	\$2,000,000
General Aggregate	\$2,000,000	\$4,000,000
Products/Completed Operations Aggregate	\$2,000,000	\$4,000,000
Personal/Advertising Injury Aggregate	\$1,000,000	\$2,000,000

11.4.4. Unmanned Aerial System (UAS) / Drone Liability Insurance: If CMAR's operations under this Agreement may include the use of any Unmanned Aerial Systems (UAS / Drones), then CMAR shall maintain or shall cause all drone owners or operators to maintain UAS / Drone Liability coverage on an "occurrence" basis for all owned and non-owned drones, and liability coverage for third-party bodily injury, property damage, and personal injury arising out of the ownership, maintenance, or use of drones with limits not less than \$2,000,000 per occurrence.

11.4.4.1. Additional requirements:

11.4.4.2. CMAR's, drone owner's, and drone operator's UAS / Drone Liability insurance or Commercial General Liability policies shall provide contractual liability coverage for liability assumed under an insured contract for the ownership, maintenance or use of drones.

11.4.4.3. CMAR shall submit Certificates of Insurance evidencing required insurance to OWNER for approval prior to the use of any drones under this Agreement, thereafter from time to time upon request, and within five (5) business days of renewal, expiration, and/or replacement of required insurance.

11.4.4.4. CMAR shall ensure that all drone pilots obtain and continuously maintain a Remote Pilot Certificate issued by the Federal Aviation Administration (FAA) and abide by all FAA drone rules and regulations.

11.4.5. Professional Liability. In the event any contract specifications requires CMAR to perform professional services, such as but not limited to, architectural, engineering, construction management, surveying, or design, CMAR shall maintain a Professional Liability policy with limits not less than two million dollars (\$2,000,000) per claim and four million (\$4,000,000) aggregate. Such policy shall not contain any pollution exclusions.; Policy shall be written with a retro active date no later than the date services were commenced for the Project. Policy shall remain in force for the duration of the work and shall extend, either by keeping coverage in force or by purchasing an extended reporting option, for a period of three years (3 years) past completion and acceptance of the work.

- 11.4.6. Contractor's Pollution Liability. CMAR or its subcontractors, if involved with the removal of asbestos, lead or other environmental contaminants/pollutants, the removal/replacement of underground tanks, or use of toxic chemicals and substances, shall purchase and thereafter maintain Pollution Liability insurance in the amount of not less than two million dollars (\$2,000,000) per claim and two million (\$2,000,000) aggregate.
- 11.4.7. Contractor's Equipment Insurance. CMAR and its subcontractors shall maintain contractor's equipment insurance for their owned and/or rented equipment, tools, and materials.
- 11.4.8. All insurance referred to herein to be carried by CMAR or any Subcontractor shall be maintained by such parties at their sole expense, with insurance carriers qualified to do business in California and having a rating of not less than A-; VIII from A.M. Best & Co., unless OWNER, in writing, in its sole discretion, accepts a lower Best's rating.
- 11.4.9. OWNER reserves the right to require (1) higher limits and (2) additional insurance coverages if OWNER determines in its sole discretion that such higher limits and/or additional coverages are reasonably necessary for the protection of OWNER. Such additional coverages shall be in a form and with limits of liability, additional insured endorsements, and deductibles or self-insured retentions acceptable to OWNER.
- 11.4.10. Prior to commencing work at the project, CMAR shall deliver to OWNER the endorsements and waivers of subrogation referred to herein, as well as certificates of insurance evidencing the coverages required herein. Promptly upon OWNER's request, CMAR shall deliver to OWNER a copy of any and all of the insurance policies and other insurance documents required hereunder. In the case of policies expiring while work is in progress, a renewal certificate with all applicable endorsements must be delivered to OWNER prior to the expiration of the existing policy or policies. Upon request, CMAR shall also provide COI's and copies of required endorsements to OWNER as proof of compliance and verification of insurance by each subcontractor of every tier and other parties hired by CMAR to perform work in support of CMAR's obligations under this agreement. OWNER reserves the right to modify insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. CMAR's failure to send to OWNER current COI's and copies of required endorsements and policies evidencing required insurance under this agreement, OWNER's failure to receive and/or review such COI's, endorsements, and policies, and/or OWNER's failure to object to receiving non-compliant COI's, endorsements, and policies shall impose no liability on OWNER, nor shall it relieve CMAR of its obligations under this agreement.
- 11.4.11. CMAR is solely responsible for payment of all deductibles, self-insured retentions, and premiums associated with CMAR's insurance policies.
- 11.4.12. Self-insured retentions (SIR's) or deductibles in excess of \$25,000 must be declared to and approved by OWNER. OWNER may require CMAR to purchase coverage with a lower SIR or deductible or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the SIR or deductible. The policy language shall provide, or be endorsed to provide, that the self-insured retention or deductible may be satisfied by either CMAR (as the named insured) or OWNER. The policy must also provide that defense costs, including the allocated loss adjustment expenses, will satisfy the SIR or deductible. OWNER reserves the right to obtain a copy of any policies and endorsements for verification.
- 11.5. Representations and Warranties. CMAR represents and warrants to OWNER, and shall use its best efforts to ensure that each of its Subcontractors of every tier represent and warrant to OWNER that:
- 11.5.1. All information they submit to OWNER, or to the OCIP Administrator, shall be accurate and complete.
- 11.5.2. They have had the opportunity to read and analyze copies of the OCIP insurance policies that are available on request, and that they understand the OCIP Coverages. Any reference or summary in this Agreement, to

the amount, nature, type or extent of OCIP Coverages and/or potential applicability to any potential claim or loss is for reference only. CMAR and its Subcontractors of all tiers have not relied upon said reference, but solely upon their own independent review and analysis of the OCIP Coverages in formulating any understanding and/or belief as to amount, nature, type or extent of any OCIP Coverages and/or its potential applicability to any potential claim or loss.

- 11.5.3. CMAR shall not include in any request for payment any sums to provide or obtain insurance that is being maintained under the OCIP.
- 11.6. Audits. CMAR and all Subcontractors agree that OWNER and/or the OCIP Administrator may audit insurance coverages, insurance cost information, and project cost records to confirm their accuracy, and to ensure that the OWNER has not been billed for any cost of insurance that is being provided under the OCIP. In the event any audit reveals that OWNER has been billed by CMAR or any of its Subcontractors for any cost of insurance that is being provided by OWNER under the OCIP, OWNER shall have the right to deduct from any amounts payable to CMAR or any Subcontractor such cost, including all expenses and fees of audit.
- 11.7. Modification or Discontinuance of the OCIP. OWNER may, for any reason, modify the OCIP Coverages, discontinue the OCIP, or request that CMAR or any of its Subcontractors of any tier withdraw from the OCIP upon thirty (30) days written notice. Upon such notice CMAR and/or one or more of its Subcontractors, as specified by OWNER in such notice, shall obtain and thereafter maintain during the performance of the Work, such insurance as specified by OWNER. The form, content, limits of liability, cost, and the insurer issuing such replacement insurance shall be subject to OWNER's approval. The cost of the replacement coverage shall be at OWNER's expense, but only to the extent of the Cost of OCIP Coverages.
- 11.8. Waiver of Subrogation. Where permitted by law, CMAR hereby waives all rights of recovery by subrogation because of deductible clauses, self-insured retentions, uninsured amounts, inadequacy of limits of any insurance policy, limitations or exclusions of coverage, or any other reason against OWNER, the OCIP Administrator, additional insureds, and each of their respective officers, directors, agents, or employees, and any other Subcontractor performing Work or rendering services on behalf of OWNER in connection with the planning, development and construction of the Project. CMAR also agrees that all insurance maintained by CMAR or any Subcontractor under this Exhibit " " shall include clauses providing that, where permitted by law, each insurer shall waive all of its rights of recovery by subrogation against OWNER, the OCIP Administrator, additional insureds, CMAR, or any Subcontractor. A waiver of subrogation shall be effective as to any individual or entity even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, (b) did not pay the insurance premium directly or indirectly, and (c) whether or not such individual or entity has an insurable interest in the property damaged.
- 11.9. Conflicts. In the event of a conflict between the provisions of this Article, the Insurance Manual, and the provisions of the OCIP insurance policies, the terms of the OCIP Insurance Policies shall govern, then the provisions of this Article, then the provisions of the Insurance Manual.
- 11.10. Safety. CMAR is solely responsible for all construction means, methods, safety, techniques, sequences, and procedures. Each subcontractor, of any tier, is responsible for all safety precautions and programs in connection with work under CMAR's agreement.
- 11.10.1. The requirements of Cal/OSHA, state, OWNER and city laws, statutes, regulations, codes, ordinances, and orders of those governing bodies having jurisdiction over the work, including the OCIP specific safety specifications listed below, establish the guidelines for this project that safety and loss prevention programs must meet or exceed.
In the event of a conflict or inconsistency, the most stringent standard will govern.
- 11.10.1.1. Project Safety Team Monthly meetings. The Project Safety Team is a safety committee for the project. Each project shall have a committee comprised of CMAR, Subcontractor, Project Manager and/or OCIP Safety Representative. On a monthly basis the group shall meet to discuss the projects safety program. These meetings may be incorporated into project coordination meetings.
- 11.10.1.2. Drug Free Work Environment. This project prohibits the use, possession, distribution or sale on its premises or workplace the following substances: alcoholic beverages, intoxicants, drugs and related drug paraphernalia. Employees must not report to work while under the influence of any drug or alcoholic beverage. Any substance, including prescription drugs, that impairs mental or motor function must not be used while working at or on this project.(Because marijuana remains

illegal under Federal Law, medical marijuana cards or prescriptions permitting their use will not be allowed. The cost of enforcing this policy shall be the responsibility of each employer of the effected employee.

- 11.10.1.3. Safety Representative. Each Contractor/Subcontractor shall have a designated Safety Representative available at the site assigned the responsibilities of managing all aspects of safety related to employees under their direct control.

These duties may be performed by a Field Superintendent or Foreman having the required training, experience and qualifications listed below. These employees may have duties other than safety provided appropriate adherence to State, Local Laws, Ordinances, Codes, Regulations and these Safety Specifications are followed by personal under their direct control.

CMAR/Sub-Contractor Safety Representative must have the following minimum qualifications:

- The CSR/SSR shall have a minimum of 3 -5 years of qualified project safety experience on similar type construction projects.
- Evidence of completing the OSHA 10 or 30 Hour Construction Outreach Training or equivalent with the past 3 yrs.
- Current First Aid/CPR certification provided by The American National Red Cross or equivalent training.
- Ability to stop work in the event of a workplace hazard, until corrective action has been implemented.
- Understanding of Federal and/or State Safety and OCIP Safety Regulations
- Ability to conduct appropriate incident investigations.
- Ability to communicate with field personal and project staff on relevant Health and Safety items.

- 11.10.1.4. Orientation. One of the requirements of all contractors/subcontractors and their safety representative or designees is to ensure that a complete basic safety orientation is conducted for all their employees new to the site. A Project Orientation by CMAR is required before an employee can receive a project ID and enter the field. At a minimum, the orientation shall include:

- Employee safety requirements and policies.
- Site Specific Safety and Health rules.
- Permitting procedures, including work permits, excavation, confined space entry, lock-out, etc.
- Hazard communication.
- Emergency alarms and evacuation procedures.

All employees will complete and sign a Safety Orientation form supplied by CMAR. Upon successful the employee will receive a hard hat sticker with an identification number to be worn on the employees hard hat at all times while on the project.

- 11.10.1.5. Fall Protection. 100% Fall Protection shall be implemented by all trades for all fall exposures of six (6) feet or more. (Exception: Work from ladders and work around excavations, within Cal/OSHA specifications)

- 11.10.1.6. Excavation. Trenching or excavating activities must be under the supervision of a competent person at all times.

- 11.10.1.7. PPE

- Employees must at all times wear an ANSI Z89.1 approved hard hat on the jobsite.
- Employers must supply all personal protective equipment.
- Safety glasses with permanently affixed side shields are required at all times. All safety glasses, goggles, and face shields must have the ANSI-Z87 approval.
- Sturdy work boots are required at all times on the jobsite. Employees on the jobsite shall not

wear tennis shoes, running shoes, casual street shoes, sandals or shoes made of other thin material.

- At minimum a Class II High Visibility reflective vest or equivalent shall be worn at all times while on-site.

- 11.10.1.8. Hazard Communication. CMAR shall maintain a copy of all Material Safety Data Sheets, and a chemical inventory list, for all hazardous substances used at the jobsite by their firm, as well as for all hazardous substances used at the jobsite by all Subcontractors regardless of tier.
- 11.10.1.9. Return to Work Program. Each Employer should have a written Early Return to Work Program that should be implemented on this project.
- 11.10.1.10. Experience Modification Factor/Rating: In no instance shall a contractor or any listed subcontractor with an EMR of 1.50 or higher at time of bid, or in cases of non-listed subcontractors, at the time of subcontract execution, be permitted to work on the project. A bid submitted with prime contract or any listed subcontractor EMR's greater than 1.25 will be deemed non responsive.

11.2 PERFORMANCE BOND AND PAYMENT BOND

- 11.2.1. CMAR, simultaneously with the execution of the Agreement, will be required to furnish a Payment Bond in an amount equal to one hundred (100%) percent of the Contract Price, and a faithful Performance Bond in an amount equal to one hundred (100%) percent of the Contract Price. The CMAR must submit a certificate with all bonds indicating that the Surety is admitted to transact business in the State of California, and certify that the Surety's certificate of authority, issued by the Insurance Commissioner, has not been suspended, revoked, cancelled, or annulled.
- 11.2.2. The bonds shall comply with Section 9554 of the Civil Code of the State of California. The Payment Bond and the faithful Performance Bond shall each be in a form that is satisfactory to the County Counsel, or Risk Management of the County of Humboldt. A copy of an acceptable format is attached to the Agreement forms of these specifications.
- 11.2.2.1. The bond for faithful performance furnished by the CMAR shall cover latent construction defects and protect the Owner against them and remain in force during the one year guarantee period.
- 11.2.2.2.
- 11.2.3. All Bonds shall meet or exceed A.M. Best's Long-Term Issuer Credit Rating (Long-Term ICR) Scale categories of Rating Credit: **Excellent**; Rating Symbol: **a**; Rating Notch: **a+**, and Short-Term Issuer Credit Rating (Short-Term ICR) Scale categories of Rating Category: **Outstanding**; Rating Symbol: **AMB-1**, and Best's Financial Strength Rating (FSR) Scale categories of Rating Category: **Excellent**, Rating Symbol: **A**, Rating Notch: **A-**. All bonds shall be written by a surety company licensed through the California Department of Insurance and shall have a physical presence in the State of California. Companies providing reinsurance to the surety company shall also be a surety company licensed through the California Department of Insurance and shall have a physical presence in the State of California. The Bid Bond, Payment Bond and Performance Bond shall all be written by the same surety company. If cash or securities are provided in lieu of a Bid Bond, then both the Payment Bond and Performance Bond shall both be written by the same surety company. "Off-shore" surety companies and/or reinsuring sureties or companies shall not be accepted.
- 11.2.4. The costs for these bonds are included in the CMAR's General Conditions in its performance of the

Work and shall not be a reimbursable expense. The cost of the bonds can be specified on the first payment request. Prior to obtaining these bonds, CMAR shall provide the Project Manager with quotes from the proposed sureties for such bonds for approval by the COUNTY. Any cost of bonds in excess of the quotes approved by the COUNTY shall be at the sole expense of CMAR.

- 11.2.5. If the cost of the performance and payment bonds is requested on the first application for payment, then the CMAR shall apportion the remaining amount of CMAR's General Conditions fee over its remaining payment requests.
- 11.2.6. In lieu of requiring some or all of its Subcontractors and their Sub-subcontractors to provide payment and performance bonds the CMAR may utilize a form of contractor default insurance as a substitute for a Subcontractor performance bond. Such insurance must be provided by an insurance company or companies that are rated "A VII" or higher by A. M. Best's key rating guide, and are authorized to do business in the State of California. If the CMAR is utilizing contractor default insurance then prior to the start of the Work, the CMAR shall provide the COUNTY with quotes from the proposed insurance company for such insurance for approval by the COUNTY. Unless pre-approved by COUNTY as an allowable costs for added or deleted work, any cost for contractor default insurance in excess of the quotes approved by the COUNTY shall be at the sole expense of CMAR.
- 11.2.7. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the CMAR shall promptly furnish a copy of the bond(s) or permit a copy to be made.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING WORK

- 12.1.1. If a portion of the Work is covered prior to the COUNTY's inspection, it shall, if requested in writing by the COUNTY or its Construction Supervisor/Inspector be uncovered for the COUNTY's observation and replaced at the CMAR's expense without change in the Contract Time.
- 12.1.2. CMAR shall notify the COUNTY and its Construction Supervisor/Inspector two (2) working days prior to covering any work.

12.2 CORRECTION OF WORK

- 12.2.1. CMAR shall promptly correct work rejected by the COUNTY or its Construction Manager and/or Construction Supervisor/Inspector or Work failing to conform to the requirements of the Contract Documents, whether or not fabricated, installed or completed. CMAR shall bear the costs of correcting such rejected work, including additional testing and inspections required and compensation for the COUNTY's services and expenses made necessary thereby.
- 12.2.2. Notwithstanding any provision to the contrary, in the event of an emergency constituting an immediate hazard to the health or safety of COUNTY employees, property, or licensees, the COUNTY may undertake, at the CMAR's expense and without prior notice, all work necessary to correct such hazardous condition(s) when it was caused by work of the CMAR not being in accordance with requirements of the Contract Documents.
- 12.2.3. CMAR shall remove from the Project site portions of the Work that are not in accordance with the requirements of the Contract Documents, and are neither corrected by the Subcontractor nor accepted by the COUNTY.

- 12.2.4.** If the CMAR fails to correct nonconforming work as required herein either during Contract performance or during the period of the Guarantee, the COUNTY may correct the nonconforming work as permitted herein. If the CMAR does not proceed with correction of such nonconforming work, within such time fixed by written notice from the COUNTY, the COUNTY may remove and store the salvable materials articles and/or equipment at the CMAR's expense. If the CMAR does not pay all costs of such removal and storage within fourteen (14) days after written notice, the COUNTY may, upon fourteen (14) additional calendar days written notice, sell such materials articles and/or equipment at an auction or private sale, and shall account for the proceeds thereof, after deducting costs and damages that would have been borne by the CMAR, including compensation for the COUNTY's services and expenses made necessary thereby. If the proceeds of a sale do not cover all costs that the CMAR would have borne, the GMP shall be reduced by the deficiency. If payments then or thereafter due the CMAR are not sufficient to cover such amount, the CMAR shall pay the difference to the COUNTY.
- 12.2.5.** CMAR shall bear the cost of correcting destroyed or damaged Work executed by the COUNTY or separate contractors, whether fully completed or partially completed, which is caused by the CMAR's correction or removal of Work that is not in accordance with requirements of the Contract Documents.
- 12.2.6.** Nothing contained in this Article shall be construed to establish a period of limitation with respect to other obligations that the CMAR might have in the Contract Documents. Establishment of the time period of the Guarantee as indicated herein, relates only to the specific obligation of the CMAR to correct the Work, and has no relationship to the time within which the obligation to comply with requirements of the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the CMAR's liability with respect to the CMAR's obligations other than specifically to correct the Work.

12.3 ACCEPTANCE OF NONCONFORMING WORK. If the COUNTY prefers to accept any or all of the Work that is not in accordance with requirements of the Contract Documents, the COUNTY may do so instead of requiring its correction and/or removal, in which case the GMP will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment to the CMAR has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

- 13.1 GOVERNING LAW.** The Contract shall be governed by California law without regard to any conflict of law rules that would direct the application of the laws of any other jurisdiction. CMAR irrevocably consents to personal jurisdiction in California.
- 13.2 CONTRACT CONSTRUCTION.** Headings or captions to the provisions of this Contract are solely for the convenience of the parties, are not part of this Contract, and shall not be used to interpret or determine the validity of this Contract. Any ambiguity in this Contract shall not be construed against the drafter, but rather the terms and provisions hereof shall be given their reasonable interpretation.
- 13.3 SEVERABILITY.** If any term or provision of this Contract is found to be illegal or unenforceable, this Contract shall remain in full force and effect and that term or provision shall be deemed stricken.
- 13.4 SUCCESSORS AND ASSIGNS.** CMAR binds the CMAR, the CMAR's partners, successors, permitted assigns and legal representatives to the COUNTY in respect to covenants, agreements and obligations contained in the Contract Documents. CMAR shall not voluntarily or involuntarily assign (e.g. assignment by operation of law), encumber, or otherwise transfer or delegate its duty or obligation to perform any Work under the Contract without the prior written consent of the COUNTY. Any voluntary assignment by CMAR or assignment by operation of law (e.g. involuntarily assignment) of any portion of CMAR's duty or obligation to perform any

Work under the Contract shall be deemed a default allowing the COUNTY to exercise all remedies available to it under applicable law. Consent will not be given to an assignment which would relieve the CMAR or the CMAR's Surety of their responsibilities under the Contract. Any assignment in violation hereof shall be null and void.

13.4.1. Any assignments permitted under these documents or approved by the Owner shall, in addition, have prior written approval of all sureties of the CMAR executing bonds or insurance in the interest of this Contract.

13.4.2. If the CMAR seeks to assign any portions or monies as permitted, CMAR shall pay to the Owner \$1,000 to cover Owner's costs each time an assignment occurs.

13.5 STANDARD OF CARE. CMAR, its officers, agents, employees, Subcontractors, consultants and any persons or entities for whom CMAR is responsible, shall provide all Services pursuant to this Contract in accordance with the requirements of this Contract and in a manner consistent with the standard of care under California law applicable to those who specialize in providing such services for projects of the type, scope, and complexity of the Project. The COUNTY's Acceptance of any submittals, deliverables, or other work product of the CMAR shall not be construed as assent that CMAR has complied, nor in any way relieve the CMAR of, compliance with (i) the applicable standard of care or (ii) applicable statutes, regulations, rules, guidelines, and requirements.

13.6 NO PERSONAL LIABILITY. Neither the COUNTY, nor any other officer or employee of the COUNTY will be personally responsible for liabilities arising under the Contract.

13.7 USE OF PROJECT PLANS AND DRAWINGS

13.7.1. All Design Documents, Record Documents, General Notes and Shop Drawings ("Plans") prepared by the Architect, including those in electronic form, provided to CMAR are owned by the County and for use only on this project. CMAR acknowledges that disclosing Plans for purposes other than those relating to the Project are not allowed without County approval.

13.7.2. CMAR shall use the Plans solely with respect to Project Work. Plans shall not be used by CMAR, or any Subcontractors, Sub-Subcontractors or material or equipment supplier on other projects or for any use outside the scope of the Project, without the specific written consent of the COUNTY.

13.8 SIGNAGE. Neither the CMAR nor any other person or entity shall display any signs not required by law or the Contract Documents at the Site, fences, trailers, offices, or elsewhere on the Site without the specific prior written approval of the COUNTY.

13.9 OWNERSHIP OF DATA

13.9.1. Everything created, developed or produced in the course of the CMAR's performance of the Services, including, without limitation, all drawings and specifications, reports, records, files, documents, memoranda, schedules, recordings, information and other materials or data (collectively, "Data") in any form, prepared, or in the process of being prepared, are works made for hire by the CMAR for the COUNTY and are the sole property of the COUNTY without further employment or the payment of additional compensation to the CMAR. The COUNTY owns all of the right, title and interest, in and to the Data, including, without limitation, all trademarks, copyrights, trade secrets, patents, and any and all other intellectual property rights therein (collectively, the "Intellectual Property Rights"). To the extent that any of the Data or the Intellectual Property Rights therein are not works for hire, the CMAR hereby irrevocably assigns its entire right, title and interest in and to all such Data and the Intellectual Property Rights therein, to the COUNTY. At the COUNTY's request, the CMAR will assist the COUNTY in the COUNTY's prosecution, perfection, and registration of any or all

Intellectual Property Rights in the Data. CMAR irrevocably appoints the COUNTY as its attorney in fact, coupled with an interest, to take all actions and execute and file all documents that the COUNTY deems necessary to perfect the COUNTY's interest and Intellectual Property Rights in the Data as set forth herein.

13.9.2. The COUNTY, and its Construction Manager and Construction Supervisor/Inspector, shall be entitled to access copies of the Data in whatever form, including, without limitation CAD, all times during the term of the Contract. Any such Data in the possession of the CMAR or in the possession of any Subcontractor upon completion or termination of the Contract shall be immediately delivered to the COUNTY. If any Data are lost, damaged or destroyed before final delivery to the COUNTY, the CMAR shall replace them at its own expense and the CMAR assumes all risks of loss, damage or destruction of or to such Data.

13.10 COUNTY PROPRIETARY OR CONFIDENTIAL INFORMATION

13.10.1. CMAR understands and agrees that, in the performance of the Services under this Contract or in contemplation thereof, the CMAR may have access to private or confidential information which may be owned or controlled by, or otherwise in the possession of, the COUNTY and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the COUNTY. CMAR agrees that all information disclosed by the COUNTY to the CMAR shall be held in confidence and used only in the performance of the Contract. CMAR shall exercise the same standard of care to protect such information as the CMAR uses to protect its own proprietary information and in any case no less than a reasonably prudent person or entity would use to protect its own proprietary data.

13.10.2. It is understood, however, that the CMAR may disclose the COUNTY's confidential information on a "need to know" basis to the CMAR's employees, the CMAR's Subcontractors, and the Subcontractors' employees, and as required by law. CMAR shall execute written agreements with its Subcontractors that bind each Subcontractor and its employees to the confidentiality provisions set forth in this Contract.

13.10.3. CMAR shall acquire no right or title to the confidential information. CMAR agrees not to use the confidential information for any purpose except to provide the Services. Notwithstanding the foregoing, the CMAR may disclose the confidential information: (i) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it or as appropriate to respond to any summons or subpoena applicable to it; provided, however, that the CMAR first gives reasonable notice of its intention to disclose in order for the COUNTY to seek a protective order; or (ii) to the extent necessary to enforce its rights under this Contract.

13.10.4. CMAR agrees that monetary damages are inadequate to remedy any breach or threatened breach of this Section and, accordingly, consents to injunctive relief for any breach or threatened breach hereof without the posting of any bond.

13.11 LIMITATION ON PUBLICATION. CMAR shall not publish or submit for publication any article, press release, or other writing relating to the CMAR's Services for the COUNTY without prior review and written permission by the COUNTY. The COUNTY review shall be completed within thirty (30) days of submission to the Project Manager and, if permission is denied, the COUNTY shall provide its reasons for denial in writing.

13.12 WRITTEN NOTICE. Written notice shall be deposited in the U.S. Mail (or approved commercial express carrier) prepaid to the address of the appropriate authorized representative of the other party, which shall be effective upon date of receipt; or, hand-delivered to the other party's authorized representative, which shall be effective on the date of service.

13.13 CMAR'S USE OF COMPUTER SOFTWARE. By execution of the Contract, the CMAR certifies that it has appropriate systems and controls in place to ensure that COUNTY funds will not be used in the performance of the Contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

13.14 RELATIONSHIP OF PARTIES. CMAR and the agents and employees of the CMAR, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the County of Humboldt.

13.14.1. SEPARATE CONTRACTS

13.14.1.1. The Owner reserves the right to let other contracts in connection with this Project. The CMAR shall afford all other such contractors reasonable opportunity for storage of their materials; shall provide that the execution of their work properly connects and coordinates with theirs; and shall cooperate with them to the end of facilitating the Work.

13.14.1.2. The work performed or executed under other contracts in advance of work under this Contract shall be inspected and determined to be in proper condition by the CMAR before permitting related or connecting work to proceed under this Contract.

13.14.1.3. CMAR shall immediately notify Architect, Owner's Representative, and Project Inspector through the Construction Administrator of any discrepancies, defects or other conditions found unsuitable for proper execution of the Work.

13.14.2. CONFERENCES

13.14.2.1. At any time during the progress of the Work, the Owner, Construction Administrator, Owner's Representative, or Architect shall have authority to require the CMAR to attend a conference of any or all of the CMARs engaged in the Work; and any notice of such conference shall be duly observed and complied with by the CMAR.

13.15 CONFLICT OF INTEREST

13.15.1. CMAR and employees of the CMAR shall not participate in proceedings that involve the use of COUNTY funds or that are sponsored by the COUNTY if the person's partner, family, or organization has a financial interest in the outcome of the proceedings. CMAR and employees of the CMAR shall also avoid actions resulting in or creating the appearance of:

13.15.1.1. Use of an official position with the government for private gain;

13.15.1.2. Preferential treatment to any particular person associated with this Contract or the Work of this Contract;

13.15.1.3. Loss of independence or impartiality;

13.15.1.4. A decision made outside official channels; or

13.15.1.5. Adverse effects on the confidence of the public in the integrity of the government or this Contract.

13.15.2. Prohibited Financial Conflict of Interest. CMAR and its Subcontractors presently have no interest and shall not acquire any interest which would present a conflict of interest pursuant to California Government Code sections 1090 *et seq.* and 87100 *et seq.*, during the performance of Services pursuant to this Contract. CMAR further certifies that, to the best of its knowledge after due inquiry, no employees or agents of the COUNTY are now, nor in the future will they be, in any manner interested directly or indirectly in this Contract, or in any profits expected to arise from this Contract, as set forth in California Government Code sections 1090 *et seq.* and 87100 *et seq.*

13.15.3. Conflict of Interest for Former COUNTY Employees. CMAR certifies and shall require any Subcontractor to certify to the following: Former COUNTY employees will not be awarded a contract for two (2) years from the date of separation if that employee had any part of the decision making process relevant to the contract, or for one year from the date of separation if that employee was in a

policy making position in the same general subject area as the proposed contract within the twelve (12) month period after his or her employment with COUNTY.

- 13.16 COVENANT AGAINST GRATUITIES.** No gratuities, in the form of entertainment, gifts, or otherwise, were offered by the CMAR or any agent, director, or representative of the CMAR, to any officer, official, agent, or employee of the COUNTY with a view toward securing this Contract or securing favorable treatment with respect to any determinations concerning the performance of this Contract. For breach or violation of this provision, the COUNTY will have the right to terminate this Contract, either in whole or in part, and any loss or damage sustained by the COUNTY in procuring, on the open market, any items which the CMAR agreed to supply, shall be borne and paid for by the CMAR. The rights and remedies of the COUNTY provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- 13.17 WAIVER.** The failure of COUNTY in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion. No action or failure to act by the COUNTY or Architect shall constitute a waiver of any right or duty afforded the COUNTY under the Contract, nor shall any action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.
- 13.18 PUBLIC CONTRACT CODE REFERENCES.** References to the Public Contract Code are provided for Contract's convenience only and shall imply that the Public Contract Code applies to the COUNTY, but shall be used to define the CMAR's obligations under the particular contract provision in which such code section is referenced. The COUNTY is subject to the Public Contract Code.
- 13.19 SURVEY AND LAYOUT.**
- 13.19.1.** All work pertaining to this Contract shall be laid out on the premises by the CMAR who shall be held responsible for its correctness.
- 13.19.2.** The CMAR shall retain and pay for the services of a registered engineer or licensed surveyor, when required by the Plans and Specifications, or when applicable to ensure work is properly laid out, who shall lay out the main lines of the building and other improvements at the site and provide other primary lines, pile locations and levels as may be required.
- 13.19.3.** All Stakes, benchmarks, survey marks, monuments and other line or level points which have been or may be established in the building or on or about the premises shall be carefully preserved and respected by the CMAR.
- 13.19.4.** On-site work shall be laid out to properly meet existing off-site work not required to be removed or replaced, or to lines and levels established by civil authorities having jurisdiction, as applicable to conditions at the place of the Work.
- 13.20 RESPONSIBILITY FOR COMPLIANCE WITH OSHA**
- 13.20.1.** All work, materials, work safety procedures and equipment shall be in full accordance with the latest OSHA rules and regulations.
- 13.20.2.** CMAR warrants that CMAR and each of its subcontractors shall, in performance of this Contract, comply with each and every compliance order issued pursuant to OSHA and CAL-OSHA. The CMAR assumes full and total responsibility for compliance with OSHA and CAL-OSHA Standards by its subcontractors as well as itself. The cost of complying with any compliance order and/or payment of any penalty assessed pursuant to OSHA and CAL-OSHA shall be borne by the Contractor. CMAR shall save, keep and hold harmless the Owner and all officers, employees and agents thereof from all liabilities, costs or expenses in law or in equity, that may at any time arise or be set up because of CMAR's or subcontractor's non-compliance or alleged non-compliance with OSHA and CAL-OSHA requirements.
- 13.20.3.** Nothing contained herein shall be deemed to prevent the CMAR and its subcontractors from otherwise allocating between themselves responsibility for compliance with OSHA and CAL-OSHA

requirements; provided, however, that the CMAR shall not thereby be, in any manner whatsoever, relieved of its responsibility to the Owner as herein above set forth.

13.21 NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE. Neither the CMAR or its subcontractors or their suppliers are Nuclear Weapons Contractors and are not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components, as defined by the Nuclear Free Humboldt County Ordinance. CMAR and its subcontractors and/or their suppliers agree to notify Owner immediately if they become a nuclear weapons contractor as defined above.

13.22 DISCOVERY OF HUMAN REMAINS OR AN ARCHAEOLOGICAL SITE

13.22.1. If cultural materials (e.g., chipped or ground stone, historic debris, building foundations, or bone) are discovered during ground-disturbance activities, work within 20 meters (66 feet) of the discovery shall be stopped, in accordance with Title 14 CCR 15064.5 [f]). The Owner's Representative will retain a professional archaeologist who meets the Secretary of the Interior's Standards and Guidelines to evaluate the materials and offer recommendations for further action. In addition, if Native American archaeological remains are inadvertently encountered, the Owner's Representative will notify the Tribal Historic Preservation Officers of the tribes which are traditionally and culturally affiliated with the geographic area of the project. The affected tribes will be provided the opportunity to observe the findings in the field and make recommendations for further action. Work near the archaeological find(s) shall not resume until the Owner's Representative provides notice that the required consultations have been performed.

13.22.2. If human remains are discovered during project construction, work within 20 meters (66 feet) of the discovery location, and within any nearby area reasonably suspected to overlie human remains, will cease (in accordance with Public Resources Code, Section 7050.5). The Humboldt County Coroner will be contacted to determine if the cause of death must be investigated. If the coroner determines that the remains are of Native American origin, it is necessary to comply with state laws regarding the disposition of Native American burials, which fall within the jurisdiction of the California Native American Heritage Commission (NAHC) (Public Resources Code, Section 5097). In this case, the coroner will contact NAHC. The descendants or most likely descendants of the deceased will be contacted. Work shall not resume until the descendants or most likely descendants have made a recommendation to the Owner's Representative for excavation work with direction regarding appropriate means of treatment and disposition, with appropriate dignity, of the human remains and any associated grave goods, as provided in Public Resources Code, Section 5097.98.

13.23 CONTRACTOR RESPONSIBILITY AND DEBARMENT

13.23.1. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors. (Ord. 2291, § 1, 01/07/2003)

13.23.2. The Contractor is hereby notified that, in accordance with Title II, Division 14 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contract which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time, not to exceed three (3) years, and terminate any or all existing contracts the Contractor may have with the County. (Ord. 2291, § 1, 01/07/2003)

13.23.3. The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: (1) violated any term of a contract with the County; (2) committed any act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity. (Ord. 2291, § 1, 01/07/2003)

13.23.4. If there is evidence that the Contractor may be subject to debarment, the department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the CHB (Contractor's Hearing Board).

(Ord. 2291, § 1, 01/07/2003)

- 13.23.5. The CHB will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the CHB shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the CHB, the Contractor may be deemed to have waived all rights of appeal. (Ord. 2291, § 1, 01/07/2003)
- 13.23.6. A record of the hearing, the proposed decision and any other recommendation of the CHB shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the hearing board. (Ord. 2291, § 1, 01/07/2003)
- 13.23.7. These terms shall also apply to subcontractors and subconsultants of County contractors. (Ord. 2291, § 1, 01/07/2003)

13.24 TARGET VALUE DELIVERY (TVD)

13.24.1. DEFINITIONS:

- 13.24.1.1. Allowable Cost: Is established at the end of the Schematic Design Phase. It is the amount the owner is willing to spend for the total project. Includes the Owner's Budget, Design Budget & Construction Budget. It is the absolute maximum project cost based on the Project Program, should include all costs associated with delivering the project, it becomes the subject of the Design Development Phase. It should include all costs associated with delivering the project.
- 13.24.1.2. CMAR: Construction Manager at Risk (Contractor during the Preconstruction and Construction Phases)
- 13.24.1.3. Expected (Probable) Cost: Is established during the Design Development Phase. Is an expression of the Team's best estimate at the conclusion of the Design Development Phase of what current best practice would produce as a price for the facility reflected in the accompanying basis-of-design documents. Typically, will also be supported by benchmarking or other market data to calibrate the Expected Cost in light of the market context.
- 13.24.1.4. Final Cost: The actual cost at the end of the project.
- 13.24.1.5. Project Program: The operational use/benefit proposition described by the Owner that initiates the development of the project, includes Value Definition Statements (Target Values) by the Owner for the Project and sets The Allowable Cost.
- 13.24.1.6. Set Based Design: Method that keep requirements and options flexible for as long as possible during the design development process, in order to find by means of set intersection, the best combination that solves the problem as a whole. It supports teams driving innovation while reducing development costs.
- 13.24.1.7. Target Value: Are values (what's important to the Owner) set prior to design, based on the objectives for the project. Target Values are what are needed for achieving those objectives.
- 13.24.1.8. Target Value Design: Is a collaborative project management method that incorporates cost into the design process to deliver a project on time and on budget.
- 13.24.1.9. Target Value Delivery: A disciplined management practice to be used throughout the project to ensure: the facility meets the operational and performance needs and values of the users, the project is delivered within the allowable budget/cost, schedule, and intended scope, the innovation is promoted throughout the process to increase value and eliminate waste. It encompasses Target Value Design and Target Value Production (Construction).
- 13.24.1.10. Target Cost: Is established at the end of the Design Development Phase and it is the team's goal for the total project. It is the cost goal that a project team is striving to achieve for its design and delivery efforts. It should be either equal to or less than the Allowable Cost and Expected Cost. It should be set at less than best-in-class past performance. It creates a sense of necessity to drive innovation and waste reduction into the design and construction process.

- 13.24.1.11.** Design Development Phase: The Project Team determines whether the project as originally programmed during Concept Design and Schematic Design is viable based on the outputs of the Project Program. The Output is the Team's understanding and alignment of the: scope definition, value definition, conditions of satisfaction, expected cost and target cost.
- 13.24.2. ROLES AND RESPONSIBILITIES:**
- 13.24.2.1.** Owner and/or COUNTY Project Manager (PM): The Project Manager has the overall responsibility for budget management of the project. They monitor the design process with the COUNTY's selected Architect and Engineering (A&E) Consultants to ensure the project is being designed to align with the target values established by the Team in conjunction with the CMAR estimating and the proposed CMAR GMP does not exceed the set Target Cost.
- 13.24.2.2.** Architect and Engineering (A&E) Consultants: The Architect and Engineering Consultants have the overall responsibility for development of buildable Construction Documents meeting the Program Requirements of the Owner, meeting all laws, rules and regulations of the authorities having jurisdiction, and not exceeding the Target Cost developed in conjunction with the CMAR.
- 13.24.2.3.** CMAR Project Manager (CMAR PM): The CMAR PM has authority over its pre-selected Subcontractors, peer reviewers and estimating teams, and as such, has the responsibility to keep the project on budget as it progresses through design. CMAR PM shall communicate cost information and coordinate design-related feedback and/or recommendations with the design team's progress every step of the way and ensure the project is designed to the target costs based on the Target Value set during the CMAR selection process.
- 13.24.2.4.** Construction Manager (CM): The CM works in conjunction with the PM to monitor the design as it progresses and meets frequently with the CMAR PM to discuss and mitigate any foreseeable cost variances. The CM may utilize independent estimators when necessary to compare estimates to those of the CMAR team.
- 13.24.3. GENERAL OBJECTIVES:**
- The A&E shall create designs that deliver the Target Values within the Target Costs under the following framework.
- 13.24.3.1. Project Definition and Value Identification**
- 13.24.3.1.1.** Forming Teams and Allocating Targets
- 13.24.3.1.2.** The PM, CM, A&E, and CMAR shall create diverse teams consisting of representatives from design, engineering, construction and ownership to facilitate collaboration.
- 13.24.3.1.3.** The CMAR shall allocate specific cost targets to each team based on their responsible project elements.
- 13.24.3.2. Establishing Target Costs**
- 13.24.3.2.1.** CMAR team shall establish the Target Cost based on the Target Values and allocate Target Costs into manageable cost elements across different project phases.
- 13.24.3.3. Forming Teams and Allocating Targets**
- 13.24.3.3.1.** The PM, CM, A&E, and CMAR shall create diverse teams consisting of representatives from design, engineering, construction and ownership to facilitate collaboration.
- 13.24.3.3.2.** The CMAR shall allocate specific cost targets to each team based on their responsible project elements.
- 13.24.3.4. Design Development with Value Analysis**
- 13.24.3.4.1.** The CMAR shall provide cost and constructability guidelines for the design of the project and attain cost input before A&E fully developing design options.
- 13.24.3.4.2.** The A&E shall develop multiple design options that address the project's needs and value drivers.

- 13.24.3.4.3. The A&E and CMAR shall coordinate to use a Set-based Design when preparing the design documents, that utilizes a structured approach to compare and select design alternatives based on their relative advantages.
- 13.24.3.4.4. The A&E and CMAR shall hold frequent budget alignment sessions to evaluate each design option against the target cost, identifying areas for cost optimization while maintaining functionality and value and use value engineering proactively
- 13.24.3.5. Continuous Evaluation and Optimization
 - 13.24.3.5.1. The CMAR shall conduct frequent design reviews to monitor progress against target costs and identify potential issues to the A&E, PM and CM.
 - 13.24.3.5.2. The A&E shall incorporate feedback from stakeholders and the CMAR team to refine the design and ensure it aligns with the project's target value objectives.
 - 13.24.3.5.3. The A&E and CMAR shall hold design reviews with permitting agencies when feasible.
 - 13.24.3.5.4. The A&E shall provide design drawings, specifications, and the CMAR provide formal cost estimates at:
 - 13.24.3.5.4.1. 30% (completion of SD drawings)
 - 13.24.3.5.4.2. 60% (completion of DD drawings)
 - 13.24.3.5.4.3. 90% (completion of 90% CD drawings or earlier if the GMP is needed to facilitate phased construction or achieve the project schedule)
 - 13.24.3.5.4.4. 100% design completion (or earlier if GMP is needed to meet the project schedule) with an established Guaranteed Maximum Price that shall be in conformance with the Target Values and Target Costs.
- 13.24.3.6. Decision Making with Choosing by Advantages and A3 Reports
 - 13.24.3.6.1. The A&E and CMAR shall mutually evaluate design options based on their advantages and disadvantages against established criteria.
 - 13.24.3.6.2. The A&E and CMAR shall facilitate discussions within the team to reach a consensus on the most value-driven design choice.
- 13.24.3.7. Implementation and Monitoring
 - 13.24.3.7.1. The CMAR shall execute the chosen design while maintaining a focus on cost control and value optimization during the construction phase.
 - 13.24.3.7.2. The CMAR shall regularly monitor project progress against the target costs and identified value metrics during the construction phase.

13.24.4. DESIGN MANAGEMENT PLAN:

This scope description outlines the key value added aspects of the Design Management Plan. The Design Management Plan will be developed during the Preconstruction Phase and implemented and maintained during the Target Value Design and Target Value Production Phases.

- 13.24.4.1. Team Organization. Create a Project Directory and develop and distribute a comprehensive organization chart detailing the reporting hierarchy across the Project Team and update and maintain it as Project Team members join and leave the Project Team.
- 13.24.4.2. Set Up File Sharing Platform. Create a Secure file sharing platform on MS TEAMS workspace. Configure the necessary settings, including access permissions, user roles, and folder structures. Ensure the platform is accessible to all Project Stakeholders and team members and educate the Project Team on best usage practices. This file sharing Platform must be consistent with the requirements in [Section 01 78 39](#). Process, Procedures and protocols must be included in the Project Management Plan.
- 13.24.4.3. Develop Structured Workflow. Structure a weekly workflow and meeting cadence to enable team members to align their efforts and work together seamlessly and to ensure efficient Project Management and coordination touch points for successful Project outcomes. Structured workflows are crucial for effective communication, as team members can anticipate when they need to share updates, seek input, or provide feedback.

- 13.24.4.4. Functional Team Set Up. Establish functional teams, each comprised of selected members with specific roles and responsibilities, to facilitate diverse perspectives from specialized expertise, and efficient collaboration. Facilitate the establishment of protocols within functional teams for clear delegation of task, effective communication, and streamlined decision-making processes while promoting accountability to ensure each aspect of the design Project is addressed by the most qualified individuals. Document the Functional Team set up and protocols in the Project Management Plan.
 - 13.24.4.5. Set Up Project On-Boarding / Training Program. Promote a sense of unity among team members by developing a Project-specific onboarding experience and references to ensure that everyone involved is aligned with the Project's goals, objectives, and expectations from the very beginning.
 - 13.24.4.6. Conditions of Satisfaction. Establish Conditions of Satisfaction by collaborating with stakeholders to clearly define the specific criteria, requirements and expectations that must be met for the Project to be deemed successful. These conditions will serve as measurable benchmarks and as a basis for evaluating the achievement of goals and ensuring the Project is delivered satisfactorily.
 - 13.24.4.7. Design Schedule. CMAR integrate the design phase activities with the overall Project schedule to support stakeholder input, review times, and Approvals, regulatory Approvals, bidding and construction.
 - 13.24.4.8. Collaborative Scheduling. CMAR facilitate pull planning sessions for each major milestone and to finalize the Design Schedule activities (bid packages, milestone reviews, code model updates, etc.), including decomposing major Project Milestones into smaller, manageable phases or work packages to drive the decision-making process and allow for greater definition of key hand offs and responsibilities between team members.
 - 13.24.4.9. Permit Matrix. A&E identify all AHJ or peer reviews as required by the owner or municipality and analyze sequencing options and the associated durations to determine the optimal phased permitting strategy for the Project and develop a permit matrix to track these regulatory Approvals.
 - 13.24.4.10. Design Responsibility Matrix. The design management team will proactively identify and manage design changes and associated risks throughout the Project. They will assess the impact of design changes on cost, schedule and quality, working collaboratively with all stakeholders to mitigate any adverse effects.
- 13.24.5. SOFTWARE REQUIREMENTS:
- 13.24.5.1. The CMAR shall use a collaborative web-based software to track the Owner's, A&E and the CMAR decisions, costs, budget updates, and perform cost estimates.
 - 13.24.5.2. The CMAR can use Join software or any approved equal for estimating and tracking costs.
 - 13.24.5.3. The software shall be presented to the Owner during the CMAR selection process.
- 13.24.6. THE FOLLOWING ARE THE TARGET VALUE DESIGN PROCEDURES FOR EACH DESIGN PHASE:
- 13.24.6.1. Concept Design Phase (completed 2025): At this stage the A&E has performed geotechnical investigations, surveys, verification of existing conditions, stake holder meetings, developing the project goals, finalizing the Space Program, evaluation of project schedule and budget, and all other design activities required to complete this phase per the Owner goals to apply for BHCIP Grant Funding.
 - 13.24.6.2. Schematic Design Phase (30% of design progress):
At this phase the A&E will work on design options for the project, prepare cost estimate for each proposed option, hold stakeholder meetings, chair budget and schedule review meetings, and all other activities that are required for preparing complete schematic design drawings and narratives. At the Completion of Schematic Design Phase by the A&E, as part of the Target Value Design method at 100% Schematic Design stage, the CMAR shall:
 - 13.24.6.2.1. Submit cost estimate for each proposed design option.

- 13.24.6.2.2. Submit cost estimate based on the Schematic Design documents.
- 13.24.6.2.3. Review project budget and schedule.
- 13.24.6.2.4. Chair Budget Alignment sessions.
- 13.24.6.2.5. Chair Value Engineering sessions.
- 13.24.6.2.6. Submit a narrative describing the design decisions made that align with the Target Values and are within the Target Cost.

13.24.6.3. Design Development Phase (60% design progress):

At this phase the A&E and CMAR will start developing design details and the outline specifications, hold stakeholder meetings, provide cost estimates for the selected materials and systems, chair budget and schedule review meetings, and all other activities required to complete the Design Development phase. As part of the Target Value Design method at Design Development stage, the CMAR shall:

- 13.24.6.3.1. Submit cost estimate for the selected materials and systems.
- 13.24.6.3.2. Submit cost estimate based on the completed Design Development documents.
- 13.24.6.3.3. Review project budget and schedule.
- 13.24.6.3.4. Chair Budget Alignment sessions.
- 13.24.6.3.5. Chair Value Engineering sessions.
- 13.24.6.3.6. Provide Constructability Review of the Drawings and Specifications and submit detailed review and recommendation comments to the A&E
- 13.24.6.3.7. Submit a narrative describing the design decisions that align with the Target Values and are within the Target Cost.

13.24.6.4. Construction Documents Phase (60% - 100% design progress):

At this phase the A&E and CMAR will be working on completing the design drawing and specifications, holding stakeholder meetings, providing cost estimates, meeting with AHJ authorities, update the plans based on the AHJ comments, chairing budget and schedule meetings, and all other design activities in order to get the permitted documents to perform the work. As part of the Target Value Design method for the Construction Documents phase, the CMAR shall:

- 13.24.6.4.1. Submit cost estimate at 90% design or earlier during the Construction Documents phase.
- 13.24.6.4.2. Submit cost estimate at 100% design or earlier during the Construction Documents.
- 13.24.6.4.3. Review project budget and schedule.
- 13.24.6.4.4. Chair Budget Alignment sessions.
- 13.24.6.4.5. Chair Value Engineering sessions.
- 13.24.6.4.6. Provide Constructability Review of the Drawings and Specifications and submit detailed review and recommendation comments to the A&E
- 13.24.6.4.7. Submit the proposed Guaranteed Maximum Price (GMP) for the Owner's review and approval. The proposed GMP can be submitted at any stage during the Construction Document phase and based on the approved project schedule (currently scheduled at completion of Building Permit Submittal - Plan Check #1 Response) . The proposed GMP shall be in conformance with the Target Values and Target Cost.

13.24.7. MANAGEMENT OF SOFT COSTS:

13.24.7.1. Consultants: The approved total project budget contains soft cost sums which are excluded from the set Target Cost. The following are the soft costs and /or professional services that are excluded from the set Target Cost:

- 13.24.7.1.1. Archeological services
- 13.24.7.1.2. Environmental testing
- 13.24.7.1.3. Materials Testing & Inspection
- 13.24.7.1.4. CEQA services
- 13.24.7.1.5. Qualified Stormwater Practitioner (QSP)
- 13.24.7.1.6. Commissioning Agent (CxA)
- 13.24.7.1.7. Independent Cost Estimators
- 13.24.7.1.8. CM services

- 13.24.7.1.9. Owner’s Administrative, Funding and Development Costs
- 13.24.7.1.10. Plan Check and Permitting Fees
- 13.24.7.2. With the exception of the above listed soft costs and/or professional services in item 1, the set Target Cost amount shall include all other soft costs and or professional services that are required to complete the project including not limited to:
 - 13.24.7.2.1. Acoustic & Vibration
 - 13.24.7.2.2. Air Balancing
 - 13.24.7.2.3. BIM Specialist
 - 13.24.7.2.4. Code Compliance
 - 13.24.7.2.5. Cost Estimator
 - 13.24.7.2.6. Design Professional
 - 13.24.7.2.7. Energy Auditor
 - 13.24.7.2.8. Environmental Impact
 - 13.24.7.2.9. Fire Protection Engineer
 - 13.24.7.2.10. Geotechnical Engineer
 - 13.24.7.2.11. Hazardous Materials
 - 13.24.7.2.12. Interior Designer
 - 13.24.7.2.13. Landscape Architect
 - 13.24.7.2.14. Lighting Designer
 - 13.24.7.2.15. Security
 - 13.24.7.2.16. Sustainability Consultant
 - 13.24.7.2.17. Telecommunication
 - 13.24.7.2.18. Audio Visual Designer
 - 13.24.7.2.19. Signage Designer
 - 13.24.7.2.20. Furniture Designer
 - 13.24.7.2.21. Qualified Stormwater Practitioner (QSP)
 - 13.24.7.2.22. Qualified SWPPP Developers (QSDs)
 - 13.24.7.2.23. Surveyors
 - 13.24.7.2.24. Water Quality Testing
- 13.24.7.3. The PM will monitor on monthly basis the progress of each of the professional services provided by the CMAR. The overall soft cost provided by the CMAR shall not exceed the cost that is set in the Target Cost.
- 13.24.7.4. Any additional services request by the CMAR’s professionals will require pre-approval by the Owner’s PM.
- 13.24.8. AUTHORITIES HAVING JURISDICTION (AHJ):
 - 13.24.8.1. The Owner will contract with authorities having jurisdiction for permitting, acceptance, and inspections. These entities will include:
 - 13.24.8.1.1. Local Fire District / Fire Marshal
 - 13.24.8.1.2. Utility companies (gas, electric, water, sewer, storm, telecommunications, cable/Wi-Fi, etc.)
 - 13.24.8.1.3. Humboldt County Planning Department
 - 13.24.8.1.4. Humboldt County Building Department
 - 13.24.8.1.5. City of Eureka Public Works Department
 - 13.24.8.1.6. North Coast Unified Air Quality Management District
 - 13.24.8.2. The A&E and CMAR shall attend all progress meetings with the AHJs and answer any outstanding questions in the effort to mitigate changes and additional unbudgeted reviews/changes.
- 13.24.9. FINALIZING THE GMP:
 - 13.24.9.1. Prior to the completion of the design documents and as set in the approved baseline schedule, the CMAR shall submit the final proposed GMP. This GMP will be submitted to the Owner for approval.

- 13.24.9.2. The proposed GMP shall be consistent with the Target Cost that was established prior to the commencement of the Design Development Phase. If an acceptable GMP is reached, the Owner will amend the contract for the Construction phase.
- 13.24.9.3. If the CMAR is unable to provide a GMP that is acceptable to the Owner, the Owner may terminate the contract with the CMAR and proceed with the project using other means. All project documents including design documents will belong to the Owner.
- 13.24.10. OTHER REQUIREMENTS:
 - 13.24.10.1. CMAR Deliverables (unless noted otherwise) require submission and review during the Preconstruction Phase, including, but are not limited to, the following:
 - 13.24.10.1.1. Executive Summary
 - 13.24.10.1.2. Project Schedule
 - 13.24.10.1.3. Cost Estimates
 - 13.24.10.1.4. Monthly Reports
 - 13.24.10.1.5. Environmental Permits and Clearances (Permit Matrix) (by Owner)
 - 13.24.10.1.6. Demolition Permit Package ready to Submit (by A&E)
 - 13.24.10.1.7. Sustainability Documentation (by A&E)
 - 13.24.10.1.8. Project Management Plan (by CM)
 - 13.24.10.1.9. Project Program Report
 - 13.24.10.1.10. Design Documents (by A&E)
 - 13.24.10.1.11. GMP and Supporting Documentation
 - 13.24.10.1.12. Conformed Project Criteria
 - 13.24.10.1.13. Subcontractor Buyout Package Plan

APPENDIX A: CLAIMS RELATING TO PUBLIC CONTRACTS:

Public Contract Code - §9204 - Legislative findings and declarations regarding timely and complete payment of contractors for public works projects; claims process:

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3)(A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d)(1)(A) 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.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) 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.

(D) 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. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) 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.

(B) 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.

(C) 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.

(D) 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 Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) 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.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly

to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date.

APPENDIX B: CLAIMS EQUAL TO OR LESS THAN \$375,000:

Public Contract Code - §20104 - Application of article; provisions included in Plans and Specifications:

(a)(1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with §10240) of Chapter 1 of Part 2.

(b)(1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

Public Contract Code - §20104.2 - Claims; requirements; tort claims excluded:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of Final Payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b)(1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 Days of receipt of the claim, or may request, in writing, within 30 Days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 Days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c)(1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 Days of receipt of the claim, or may request, in writing, within 30 Days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 Days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 Days of receipt of the local agency's response or within 15 Days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issue in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 Days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with §900) and Chapter 2 (commencing with §910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with §900) and Chapter 2 (commencing with §910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

Public Contract Code - § 20140.4 - Civil action procedures; mediation and arbitration; trial de novo; witnesses:

(a) Within 60 Days, but no earlier than 30 Days, following the filing or responsive pleading, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 Days by both parties of a disinterested third person as mediator, shall be commenced within 30 Days of the submittal, and shall be concluded within 15 Days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court

or by stipulation of both parties. If the parties fail to select a mediator within the 15-Day period, any party may petition the court to appoint the mediator.

(b)(1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with §1141.10) of Title 3 of Part 3 of the code of Civil Procedure, notwithstanding § 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with §2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with § 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

Public Contract Code - §20140.6 - Payment on undisputed portion of claim; interest on arbitration awards or judgments:

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under § 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

END OF DOCUMENT 00700

**Exhibit I
to CMAR Agreement**

Division 1 Documents

[DIVISION 1 DOCUMENTS will be either attached to this Agreement or incorporated by reference into this Agreement through an amendment to the Agreement no later than when the Parties amend this Agreement to authorize the CMAR to proceed with the Construction Phase of the Project. In lieu of attaching this exhibit to the Agreement or incorporating this exhibit by reference into this Agreement through an amendment to the Agreement, the Parties may agree, in writing, to an alternative mechanism to incorporate this document into the Agreement.]

**[Provided as
separate
document to the
CMAR
Agreement]**

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Attachment 6, Exhibit I to CMAR Agreement

New Sempervirens Psychiatric Health Facility (PHF)
County of Humboldt

February 25, 2026

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**SECTION 01 10 00
SUMMARY**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Project information.
 - 2. Work covered by Contract Documents.
 - 3. Work by Owner.
 - 4. Future work.
 - 5. Owner-furnished products.
 - 6. Access to site.
 - 7. Coordination with occupants.
 - 8. Work restrictions.
 - 9. Specification and Drawing conventions.
 - 10. Miscellaneous provisions.

1.3 PROJECT INFORMATION

- A. Project Identification: Orland Youth and Family Wellness Center Project
 - 1. Project Location: 810 5th Street, Eureka, CA 95501
 - 2. Owner: County of Humboldt, Department of Public Works – Facilities Management, 1106 Second Street, Eureka, CA 95501
 - 3. Owner's Representative: Jake Johnson, County Architect

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:
 - 1. Construction of new 24,900 SF, two-story, mixed-uses with occupancy B and I-3, fully sprinklered and fire-alarmed mental health facility.
 - 2. This facility will replace the aging Sempervirens PHF and CSU, providing a 16-bed Psychiatric Health Facility (with separate accommodations for youth and adults) and a 4-patient Crisis Stabilization Unit.

3. The New facility is critical for ensuring the continued availability of inpatient psychiatric services in Humboldt County due to the existing facility's deteriorated condition, licensing risks, and seismic concerns.
4. The facility must be operational by January 1, 2030.

B. Type of Contract:

1. Project will be CM at Risk under two phase contracts:
 - a. Phase I (Preconstruction): After selecting a CMAR Contractor upon qualifications, rates and fee, Humboldt County may enter into an Agreement and direct the CMAR Contractor to begin design and preconstruction activities sufficient to establish a GMP for the Project. See the CMAR Contractor Agreement, included in Section VI Part B Section 7 for the anticipated Preconstruction Phase Scope of Services that will be provided to the selected CMAR Contractor.
 - b. Phase II (Construction Phase): Upon the acceptance of the GMP, Humboldt County will amend the agreement to include the Construction Phase and direct the CMAR Contractor to complete the remaining preconstruction activities, and all construction activities necessary to complete construction and closeout of the Project. Humboldt county intends to engage the CMAR Contractor for one complete GMP that includes:

New Sempervirens Psychiatric Health Facility (PHF) Project

1.5 WORK BY OWNER (OWNER FURNISHED OWNER INSTALLED)

- A. Owner will contract for Testing & Inspections, Commissioning Agent, Geotechnical Engineer Observation & Inspections, IT/Telecom Equipment Installation before, during, and after project activities, Furniture. Work may be carried out smoothly, without interfering with or delaying work under this Contract or work by Owner. Coordinate the Work of this Contract with work performed by Owner.

1.6 CMAR CONTRACTOR -FURNISHED PRODUCTS

- A. **CMAR Contractor** The Work includes unloading, handling, storing, and protecting **CMAR Contractor** -furnished products as directed and turning them over to Owner at Project closeout.

1.7 WORK SEQUENCE

- A. The **CMAR Contractor** shall Coordinate the construction schedule and operations with the Owner representative.

1.8 ACCESS TO SITE

- A. General: **CMAR Contractor** shall have use of Project site for construction operations as indicated on Drawings and as indicated by requirements of this Section.
- B. Use of Site: Work will be conducted between 7:00 AM through 5:00 PM Monday through Friday except Holidays. Do not disturb portions of Project site beyond areas in which the Work is indicated.
- C. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

1.9 COORDINATION WITH OCCUPANTS – Not Used

- A. Full Owner Occupancy: Owner will occupy site and adjacent buildings during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
 - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
 - 2. having jurisdiction.
 - 3. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.

1.10 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public roads and highways and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: All work must be performed between 7:00 AM through 4:30 PM Monday through Friday except Holidays, unless otherwise agreed.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 - 1. Notify County not less than 14 calendar days in advance of proposed utility interruptions.
- D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.

1. Notify County not less than two days in advance of proposed disruptive operations.

1.11 SPECIFICATION AND DRAWING CONVENTIONS

- A. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- B. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard.

1.12 PROJECT SCHEDULE

- A. The Owner will issue a "Notice of Award" letter to the **CMAR Contractor** after the Owner's regular Board meeting. The contract, certificate of insurance, and performance and payment bonds shall be returned/submitted no later than 10 days after receiving the contract for signature.
- B. Within 10 days after receipt of the contract, certificate of insurance, and performance and payment bonds, the County will issue a Notice To Proceed.
- C. Work may begin on or after the date specified in the Notice To Proceed.

1.13 REGULATORY REQUIREMENTS

- A. Owner has contacted governing authorities and reviewed design requirements of local, state and federal agencies for applicability to Project and secured the following permits and agreements, or confirmation of no jurisdiction, which are included herein as exhibits or will be issued as Bid Addendums when completed:
 1. City of Eureka , Sewer/Water Department
 2. County of Humboldt, Environmental Health Department
 3. City of Eureka Fire District
 4. City of Eureka, Public Works Department
 5. County of Humboldt Air Quality Management
 6. County of Humboldt, Planning Department
 7. County of Humboldt, Building Department

1.13 MISCELLANEOUS PROVISIONS

- A. WORKMANSHIP. All work shall be performed in a neat and professional manner using the best recognized practices of the particular trade involved and shall be accomplished by mechanics and workers skilled and trained to properly complete the work required. The work shall proceed vigorously to completion once it is started. Time is of the essence.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 10 00

SECTION 01 14 00

WORK RESTRICTIONS

PART I - GENERAL

1.01 WORK HOURS

- A. No Work shall be done outside of standard Monday through Friday 7:00 a.m. to 5:00 p.m. working hours, on holidays or weekends unless prior written approval has been retained from the Owner's Representative.

1.02 PROJECT PHASING:

- a. Phase I (Preconstruction): After selecting a CMAR Contractor upon qualifications, rates and fee, Humboldt County may enter into an Agreement and direct the CMAR Contractor to begin design and preconstruction activities sufficient to establish a GMP for the Project. See the CMAR Contractor Agreement, included in Section VI Part B Section 7 for the anticipated Preconstruction Phase Scope of Services that will be provided to the selected CMAR Contractor.
- b. Phase II (Construction Phase): Upon the acceptance of the GMP, Humboldt County will amend the agreement to include the Construction Phase and direct the CMAR Contractor to complete the remaining preconstruction activities, and all construction activities necessary to complete construction and closeout of the Project. Humboldt county intends to engage the CMAR Contractor for one complete GMP that includes:

New Sempervirens Psychiatric Health Facility (PHF) Project

1.03 WORK SEQUENCE and WORK RESTRICTIONS (NOT USED)

1.04 **CMAR CONTRACTOR'S USE OF PROJECT SITE**

- A. **CMAR CONTRACTOR's** use of the Project site for the Work and storage is restricted to the areas designated on the Drawings.

1.05 OWNER OCCUPANCY (NOT USED)

1.06 SUBSTANTIAL COMPLETION

- A. Substantial Completion shall be applicable to the entire Work.

1.07 PROTECTION OF PERSONNEL

- A. **CMAR CONTRACTOR** shall take proper precautions to ensure the safety of all persons during the construction period.

1.08 WORK SITE DECORUM

- A. **CMAR CONTRACTOR** shall control the conduct of its employees so as to prevent unwanted interaction initiated by **CMAR CONTRACTOR**'s employees with Owner staff, or other individuals, adjacent to the Project site. Without limitation, unwanted interaction by **CMAR CONTRACTOR**'s employees includes whistling at or initiating conversations with passersby. In the event that any **CMAR CONTRACTOR**'s employee initiates such unwanted interaction, or utilizes profanity, **CMAR CONTRACTOR** shall, either upon request of Owner's Representative or on its own initiative, replace said employee with another of equivalent technical skill, at no additional cost to the Owner.
- B. SMOKE AND TOBACCO-FREE ENVIRONMENT: The Owner is committed to a healthy workplace culture and environment. The project site is a Smoke and Tobacco-Free environment. Smoking and the use of smokeless tobacco products (e.g., e-cigarettes and other unregulated nicotine products) is strictly prohibited. This policy is intended to provide a healthier, safer, and productive work environment.
- C. Alcoholic beverages are prohibited on the Owner's Project site.

1.09 INTERRUPTION OF BUILDING SERVICES (Post Occupancy)

- A. Planned utility service shutdowns shall be accomplished during periods of minimum usage. In some cases, this will require Work activities before 8:00 a.m. and after 5:00 p.m. and weekend Work, at no additional cost to the Owner. At least 14 calendar days advance notice shall be given to the Owner's Representative before interruptions to utility service (refer to Utility Service Interruption/Shut Down Request) and other interferences with use of existing buildings, surrounding hardscape and roads.
- B. Shutdowns critical to the completion of the project shall be listed as Milestones on the project schedule. The **CMAR CONTRACTOR** shall program the work so that service will be restored in the minimum possible time and shall cooperate with the Owner in reducing shutdowns of utility systems.
- C. The Owner reserves the right to deny shutdown requests based on scheduled workload, research projects, and usage of surrounding buildings or other activities planned on campus.
- D. Owner's costs for initial planned utility service shutdowns shall be borne by the Owner. If repeat utility service shutdowns are required due to work necessary to correct **CMAR CONTRACTOR**'s defective work, mistakes in new work layout such as misalignment or installation conflicts with other new work, Owner's costs for repeat shutdown(s) will be deducted from Contract Sum.

1.10 SITE INGRESS AND EGRESS

- A. Access to Project site shall be as indicated on the Drawings. Access to Project site is limited to designated routing from public street. The **CMAR CONTRACTOR** and their employees, subcontractor's, suppliers or delivery personal must stay on the designated roads per the approved logistics plan.

- B. **CMAR CONTRACTOR** shall take all necessary precautions to ensure the safety of the public, Glenn County and Employees.
- C. **CMAR CONTRACTOR** shall clean the site access and roads affected by the Work and shall maintain such in a dust free and safe and usable condition for motorists, bicyclists and pedestrians. During inclement weather **CMAR CONTRACTOR** shall closely monitor conditions to prevent slickness of roads.
- D. **CMAR CONTRACTOR** shall be coordinate with the City of Orland to block only 1/2 of a street at a time for momentary site access, unless specified otherwise. The street shall be operational and usable by the Owner / Public at all times.

1.11 MOTOR VEHICLE AND BICYCLE TRAFFIC CONTROL

- A. **CMAR CONTRACTOR** shall adopt all practical means to minimize interference to traffic. Access to other facilities in the area shall be maintained at all times. The **CMAR CONTRACTOR** shall provide a schedule of any activity that will impact traffic, or any planned lane or street closure, for approval by the Owner's Representative and shall give a minimum of 14 calendar days notice before closing any street or access.
- B. **CMAR CONTRACTOR** shall furnish at **CMAR CONTRACTOR**'s expense all signage barricades, lights, and flaggers required to control traffic and shall provide and maintain suitable temporary barricades, fences, directional signs, or other structures as required for the protection of the public; and maintain, from the beginning of twilight through the whole of every night on or near the obstructions, sufficient lights and barricades to protect the public and Work.
- C. **CMAR CONTRACTOR** shall provide directional signs for use throughout the duration of the Project. The quantity shall be determined by the Owner's Representative and **CMAR CONTRACTOR** during a mandatory Pre-construction site meeting. **CMAR CONTRACTOR** shall prepare a mock-up of the sign for approval by the Owner's Representative.
- D. It is the responsibility of the **CMAR CONTRACTOR** performing Work on, or adjacent to, a roadway or highway to install and maintain such devices which are necessary to provide reasonably safe passage for the traveling public, including pedestrians and bicyclists, through the Work, as well as for the safeguard of workers. Before Work begins, a site meeting shall be held to discuss motor vehicle and bicycle traffic control plans for handling traffic through a construction or maintenance zone. Traffic control plans shall be submitted for review by the Owner's Representative and public agency or authority having jurisdiction over the roadway or highway. These traffic control plans shall be prepared by persons knowledgeable about the fundamental principals of temporary traffic controls and the work activities to be performed. The design, selection, and placement of traffic control devices for the traffic control plan shall be based on engineering judgment and in accordance with Part 6 of the California Manual on Uniform Traffic Control Devices for Streets and Highways.
- E. All metal plating and metal bridging shall be non-skid with waffle-patterns or right-angle undulations or shall be coated with a non-skid product. Plating shall be installed with no protruding edges or corners sticking up and with no bouncing or shifting.

PART II - PRODUCTS – Not applicable to this Section.

PART III - EXECUTION – Not applicable to this Section.

END OF SECTION 01 14 00

**SECTION 01 22 00
MEASUREMENT AND PAYMENT**

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The bid items will be paid by Lump Sum Prices. They constitute all of the labor and costs for the completion of the work.
 - 1. No direct or separate payment will be made for providing miscellaneous temporary or accessory works and services, including but not limited to OWNER's and **CMAR CONTRACTOR**'s field offices and sheds, surveys, job signs, sanitary requirements, testing, safety devices, submittals, record drawings, water supplies, dust controls, power, maintaining traffic, removal of **CMAR CONTRACTOR** generated waste, watchmen, security, bonds, insurance, cleanup, and all other conditions of the Contract Documents.
- B. All **CMAR CONTRACTOR** Health and Safety provisions to perform the work will be included in related bid items.
- C. **CMAR Contractor** quality control, record drawings, project meetings, and associated testing provisions during the progression of the work will be included in the related bid items.

1.2 RELATED DOCUMENTS

- A. Drawings and Technical Specification.

1.3 SUMMARY

- A. This Section specifies administrative and procedural requirements for lump sum, unit price, and contingency pay items.
 - 1. Bid prices shall be based on Lump Sums and include all necessary material, overhead, profit, and applicable taxes and permit fees.
 - 2. Refer to individual Technical Specifications sections for construction activities requiring the establishment of bid prices, as applicable.
 - 3. OWNER reserves the right to reject the **CMAR CONTRACTOR**'s work-in-place until the work meets the requirements of the Drawings and Specifications.

PART 2 - PRODUCTS – Not applicable to this Section.

PART 3 - EXECUTION – Not applicable to this Section.

END OF SECTION 01 14 00

SECTION 01 23 00

ALTERNATES

PART I - GENERAL

1.01 GENERAL

- A. This Section identifies each Alternate and describes basic changes to the Work only when that Alternative is made a part of the Work by specific provision in the Agreement.
- B. Lump Sum Base Bid and Alternates shall include costs of all supporting elements required, so that combination of Lump Sum Base Bid and any Alternates shall be complete. Scope of Work for all Alternates shall be in accordance with applicable Drawings and Specifications.
- C. Except as otherwise specifically provided by University, Work described in Alternates shall be completed with no increase in Contract Time.
- D. This Section includes only non-technical descriptions of the Alternates. Refer to Sections of Division 2 - 48 of the Specifications for technical descriptions of the Alternates.
- E. Coordinate related Work and modify surrounding Work as required to integrate Alternates into the Work properly and completely.

1.02 DESCRIPTION OF ALTERNATES

A. ADD ALTERNATE #1: TBD

B. ADD ALTERNATE #2:

C. ADD ALTERNATE #3:

PART II - PRODUCTS – Not Applicable to this Section

PART III - EXECUTION – Not applicable to this Section

END OF SECTION 01 23 00

SUBSTITUTION PROCEDURES

SECTION 01 25 00

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
 - A. Section 01 60 00 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

1.3 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by **CMAR Contractor**.
 - A. Substitutions for Cause: Changes proposed by **CMAR Contractor** that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
 - B. Substitutions for Convenience: Changes proposed by **CMAR Contractor** or Owner that are not required in order to meet other Project requirements but may offer advantage to **CMAR Contractor** or Owner.

1.4 ACTION SUBMITTALS

- A. Substitution Requests: Submit three copy of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - A. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.

- b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate subcontractors that will be necessary to accommodate proposed substitution.
 - c. Provide a detailed side-by-side comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes, such as performance, size, weight, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviation, if any, from the Work specified.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations for completed projects with project names and addresses and names and addresses of engineers and owners.
 - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
 - j. Detailed comparison of **CMAR Contractor's** construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - k. Cost information, including a proposal of change, if any, in the Contract Sum.
 - l. **CMAR Contractor's** certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
 - m. **CMAR Contractor's** waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
- B. Owner's Action: If necessary, Owner will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Owner will notify **CMAR Contractor** through Project Coordinator of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.

- a. Forms of Acceptance: Change Order, Construction Change Directive, or Owner's Supplemental Instructions for minor changes in the Work.
- b. Use product specified if Owner does not issue a decision on use of a proposed substitution within time allocated.

1.5 **QUALITY ASSURANCE**

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.
- B. Request constitutes a representation that **CMAR Contractor**:
 1. Has investigated proposed product and determined that it meets or exceeds, in all respects, specified product.
 2. Will provide the same warranty for substitution as for specified product.
 3. Will coordinate installation and make other changes which may be required for work to be complete in all respects.
 4. Waives claims for additional costs which may subsequently become apparent.

1.6 **PROCEDURES**

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

1.7 **SUBSTITUTIONS**

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
 1. Conditions: Owner will consider **CMAR Contractor's** request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Owner or Engineer will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Requested substitution provides sustainable design characteristics that specified product provided.
 - c. Substitution request is fully documented and properly submitted.
 - d. Requested substitution will not adversely affect **CMAR Contractor's** construction schedule.
 - e. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - f. Requested substitution is compatible with other portions of the Work.
 - g. Requested substitution has been coordinated with other portions of the Work.

SECTION 01 25 50

CLARIFICATION/INFORMATION PROCEDURES

PART I - GENERAL

1.01 DESCRIPTION

- A. This Section contains the procedures to be followed by **CMAR Contractor** for submitting a Request for Information (RFI) upon discovery of any apparent conflicts, omissions, or errors in the Contract Documents or Drawings or upon having any question concerning interpretation.
- B. Section Includes
 - 1. RFI Administrative requirements
 - 2. RFI Procedures
 - 3. RFI Execution

1.02 RELATED DOCUMENT SECTIONS

- A. Conditions of the Contract: Governing requirements for changes in the Work, in Contract Sum and Contract Time.
- B. Section 016100 – PRODUCT REQUIREMENTS: Product options, substitutions, omissions, and improper descriptions.

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Description: Section provides procedure for **CMAR Contractors** to obtain interpretation or clarification of the Contract Documents, or identify apparent conflicts, omissions, or errors in the Contract Documents.
- B. Responsible Person for **CMAR Contractor**: Submit name of the individual authorized to receive Requests for Information documents, and who is responsible for forwarding Request.
- C. RFI Format: Submit all Requests for Information on the form attached at the back of this Section, or electronic and/or web-based construction administration software provided or accepted by the Owner.

1.04 RFI PROCEDURES

- A. RFI Format, Numbering and Subject:
 - 1. RFI Format: Submit all requests for clarification or additional information in writing to Owner's Representative using the RFI Request for Information form provided at the back of this Section or obtained from Owner's Representative.

2. RFI Numbering: Number RFIs sequentially. Follow RFI number with sequential alphabetical suffix for resubmissions. For example, the first RFI is numbered "001". The second RFI is numbered "002" and so on. The first resubmittal of RFI "002" will be numbered "002a".
 3. RFI Subject: Limit each RFI to one (1) subject only.
- B. RFI Submittal conditions:
1. Discovery of unforeseen condition or circumstance not described in the Contract Documents.
 2. Discovery of an apparent conflict, discrepancy, or inconsistency in or between portions of the Contract Documents.
 3. Discovery of a situation, direction or apparent omission that cannot be reasonably inferred from the intent of the Contract Documents.

PART II - PRODUCTS – Not Applicable to this Section

PART III - EXECUTION

3.01 EXECUTION OF RFI's

- A. Email the Owner's Representative the RFIs. Emailed RFI requests received after normal business hours and/or received on non-normal workdays, as defined in Specification Section 013100-COORDINATION, Item 1.07.F.4.A will begin notification time starting at 7:00 a.m. the following workday.
- B. Failure to provide proper information: RFIs will not be recognized or accepted if, in the opinion of Owner's Representative, one of the following conditions exist:
 1. **CMAR Contractor** submits the RFI as a request for substitution.
 2. **CMAR Contractor** submits the RFI as a Submittal.
 3. **CMAR Contractor** submits the RFI as a Contract Document discrepancy or omission without through review of the Documents (Capricious submission).
 4. **CMAR Contractor** submits the RFI assuming portions of the Contract Documents are excluded or by taking an isolated portion of the Contract Document in part rather than in whole.
 5. **CMAR Contractor** submits the RFI in an untimely manner without proper coordination and scheduling of Work of other Trades.
- C. Response Time: Request clarifications or information immediately upon discovery of need. Submit RFI's in a timely manner allowing full response time to avoid impacting Contract Schedule.
 1. Owner's Representative, whose decision will be final, shall resolve issues and respond to questions of **CMAR Contractor**, in most cases, within fourteen (14) calendar days. Actual time may be lengthened for complex issues, or shortened for expedited situations, as mutually agreed in writing.

2. After submission of an RFI by **CMAR Contractor** and prior to receipt of the RFI response from Owner, the **CMAR Contractor** proceeds with effected Work at own risk. Any portion of the Work not constructed in accordance with Owner interpretation, clarification, instruction or decision is subject to removal and replacement at **CMAR Contractor** expense.
 - D. Failure to Agree: In the event of failure to agree to the scope of the Contract requirements, **CMAR Contractor** shall follow procedures set forth in Article 4 of the General Conditions of the Contract.
- 3.02 Refer to the following attachment
- A. Request for Information

END OF SECTION 01 25 00

REQUEST FOR INFORMATION

Project #: _____
 RFI #: _____

Project Title: _____
 Date: _____

Attn.: <u>Project Manager</u> P: C: Email:	From:	

SUBJECT: _____

SPEC SECTION/DRAWING #: _____ PARA: _____ DETAIL: _____
 RM # _____ GRID # _____

TRANSMITTAL RECORD	Requestor to County PS	County PS to A/E	A/E to County PS	County PS to Requestor	Notes
Date Submitted					

INFORMATION NEEDED: _____

CMAR CONTRACTOR'S PROPOSED RESOLUTION:

REQUESTOR SIGNATURE: _____ REPLY REQUIRED BY: _____

ATTACHMENTS: _____

REPLY: _____

REPONDER SIGNATURE: _____ DATE: _____

UNLESS OTHERWISE INDICATED ABOVE, THE REPLY TO THIS RFI IS NOT INTENDED TO BE A CHANGE DIRECTIVE. SHOULD THE CMAR CONTRACTOR, SUBCONTRACTOR, OR SUPPLIERS FEEL THAT THE REPLY WILL IMPACT THE PROJECT COST OR SCHEDULE; IT SHOULD IMMEDIATELY BE CONVEYED TO THE OWNER'S PROJECT MANAGER IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

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SECTION 01 26 00

CONTRACT MODIFICATION PROCEDURES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Requirements:
 - 1. Section 01 25 00 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.

1.3 MINOR CHANGERS IN THE WORK

- A. Owner will issue through Project Coordinator, supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Project Coordinator will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Work Change Proposal Requests issued by Project Coordinator are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within 10 days, after receipt of Proposal Request, **CMAR Contractor** shall submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.

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- c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated **CMAR Contractor's** construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - e. Quotation Form: Use forms acceptable to Engineer.
- B. **CMAR Contractor**-Initiated Proposals: If latent or changed conditions require modifications to the Contract, **CMAR Contractor** may initiate a claim by submitting a request for a change to Owner's Project Coordinator.
1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 4. Include costs of labor and supervision directly attributable to the change.
 5. Include an updated **CMAR Contractor's** construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
 7. Proposal Request Form: Use forms acceptable to Engineer.

1.5 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Change Proposal Request, Project Coordinator will issue a Change Order for signatures of Owner and **CMAR Contractor**.

1.6 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Owner's Project Coordinator may issue a written Construction Change Directive authorizing **CMAR Contractor** to proceed with a change in the Work, for subsequent inclusion in a Change Order.
1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

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1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 26 00

SECTION 01 29 00
PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

1.2 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of **CMAR Contractor's** construction schedule.
 - 1. Within 10 days after the effective date of the Contract, submit a complete schedule of values of all lump sum bid items showing the value assigned to each part of the work.
 - 2. Coordinate line items in the schedule of values with items required to be indicated as separate activities in **CMAR Contractor's** construction schedule in sufficient detail to serve as the basis for progress payments during construction.

- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
 - 1. Arrange schedule of values consistent with format that is satisfactory to the Project Coordinator.
 - 2. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
 - 3. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site.
 - 4. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
 - 5. Overhead Costs: Include total cost and proportionate share of general overhead and profit for each line item.

6. Overhead Costs: Show cost of temporary facilities and other major cost items that are not direct cost of actual work-in-place as separate line items.
7. Closeout Costs. Include separate line items under **CMAR Contractor** and principal subcontracts for Project closeout requirements in an amount totaling **five** percent of the Contract Sum and subcontract amount.
8. Schedule of Values Revisions: Revise the schedule of values when Change Orders or Construction Change Directives result in a change in the Contract Sum. Include at least one separate line item for each Change Order and Construction Change Directive.

1.3 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by the Engineer and Project Coordinator, and paid for by Owner.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and **CMAR Contractor**. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Times: Submit Application for Payment to Project Coordinator by the 5th of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.
- D. Application Preparation: Complete every entry on the agreed to form. Execute by a person authorized to sign legal documents on behalf of **CMAR Contractor**. Project Coordinator will return incomplete applications without action.
 1. Entries shall match data on the schedule of values and **CMAR Contractor's** construction schedule. Use updated schedules if revisions were made.
 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Transmittal: Submit two signed original copies of each Application for Payment to Project Coordinator by a method ensuring prompt receipt. One copy shall include waivers of lien and similar attachments if required as well as notarization of the authorized signature, if required.
 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.

1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 2. When an application shows completion of an item, submit conditional final or full waivers.
 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
 5. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.
- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of sub-contractor's / Consultants .
 2. Schedule of values.
 3. **CMAR Contractor's** construction schedule (preliminary if not final).
 4. Products list (preliminary if not final).
 5. Sustainable design action plans, including preliminary project materials cost data.
 6. Schedule of unit prices.
 7. Submittal schedule (preliminary if not final).
 8. List of **CMAR Contractor's** staff assignments.
 9. List of **CMAR Contractor's** principal consultants.
 10. Copies of building permits.
 11. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 12. Initial progress report.
 13. Report of preconstruction conference.
 14. Certificates of insurance and insurance policies.
 15. Performance and payment bonds.
 16. Data needed to acquire Owner's insurance.
- H. Application for Payment at Substantial Completion: After Project Coordinator issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- I. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.

3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G706.
5. AIA Document G706A.

6. AIA Document G707.
7. Evidence that claims have been settled.
8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
9. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 29 00

SECTION 01 31 00

COORDINATION

PART I - GENERAL

1.01 SECTION INCLUDES

- A. Project Meetings
- B. Submittals Requirements
- C. General **CMAR Contractor** Coordination
- D. Coordination of Sub-contacts and Separate Contracts
- E. Owner Criteria

1.02 RELATED REQUIREMENTS

- A. Section 011100 – SUMMARY OF THE WORK: Description of Contract Documents.
- B. Section 013200 – CONTRACT SCHEDULES
- C. Section 013300 – SHOP DRAWINGS, PRODUCT DATA AND SAMPLES
- D. Section 014500 – QUALITY CONTROL
- E. Section 014550 – INSPECTION AND TESTING OF WORK
- F. Section 015100 – TEMPORARY UTILITIES
- G. Section 015200 – CONSTRUCTION FACILITIES
- H. Section 015500 – VEHICULAR ACCESS AND PARKING: Traffic Regulation.
- I. Section 015600 – TEMPORARY BARRIERS, ENCLOSURES AND CONTROLS
- J. Section 015610 – AIRBORNE CONTAMINANTS CONTROL
- K. Section 016100 – PRODUCT REQUIREMENTS
- L. Section 017300 – CUTTING AND PATCHING
- M. Section 017700 – CLOSEOUT PROCEDURES: Coordination of completion reviews, inspections, and submission of documents.

- N. Section 017800 – CLOSEOUT SUBMITTALS: As-Built Documents.
- O. Division 21 - Fire Protection Systems.
- P. Division 28 - Fire Alarm Systems

1.03 MEETINGS

- A. Pre-Construction/Site Mobilization Conference: Owner's Representative will administer site mobilization conference at Project site for clarification of responsibilities of Owner, Owner's Representation and **CMAR Contractor**, use of site and for review of administrative procedures. Site mobilization conference shall be held within fourteen (14) calendar days of Notice to Proceed, unless otherwise directed by Owner's Representative.
 - 1. Agenda: Pre-Construction/Site Mobilization Conference shall cover the following topics at a minimum:
 - a. Special Project Procedures: Implementation of requirements as specified in Section 013100 – COORDINATION.
 - b. Sub-contractor's / Consultant's List: Provide PDF electronic file. Distribute and discuss list of Sub-contractor's / Consultant's and suppliers.
 - c. Construction Schedule: Provide per Section 013200. Distribute and discuss initial construction schedule and critical work sequencing of major elements of Work, including coordination of Owner furnished **CMAR Contractor** installed (OFCl) products, Owner furnished/ Owner installed (OFOl) products, and work under separate contracts, by utility agencies and companies and Owner.
 - d. Designation of Key personnel: Designate key personnel and update project directory for Owner, Owner's Consultants, **CMAR Contractor**, major Sub-contractor's / Consultant's , major materials suppliers, serving utility agencies and companies, other **CMAR Contractors** performing work under separate contracts and governing authorities having jurisdiction.
 - e. Project Communication Procedures: Review requirements and administrative requirements for written, electronic and oral communications.
 - f. Change Procedures: Review requirements and administrative procedures for Change Orders, Field Orders, Owner's Representative's Supplemental Instructions, and **CMAR Contractor** Requests for Information.
 - g. Coordination: Review requirements for **CMAR Contractor** coordination of Work; review sequence and schedule for work being performed for Owner under separate contracts.
 - h. Submittals Administration: Provide per Section 013300 and Section 016100. Review administrative procedures for shop drawings, project data and sample submittals and review of preliminary submittals schedule.

- i. Project As-Built Documents: Provide per Section 017700 and Section 017800. Review requirements and procedures for project as-builts, specifications and other documents.
 - j. Construction Facilities and Temporary Utilities: Provide per Section 015100 and Section 015200. Designate storage and staging areas, construction office areas; review temporary utility provisions; review Owner requirements for use of premises.
 - k. Materials and Equipment: Review substitution requirements; review schedule for major equipment purchases and deliveries; review materials and equipment to be provided by Owner (OFCl and OFOl products).
 - l. Site Access by Owner's Representative and Owner's Consultants: Review requirements and administrative procedures **CMAR Contractor** may institute for identification and reporting purposes.
 - m. Testing and Inspection: Provide per Section 014550 and other sections of the Contract. Review tests and inspections by independent testing and inspection agencies, manufacturers, and governing authorities having jurisdiction.
 - n. Permits and Fees: Review Contract requirements; review schedule and process for obtaining permits and paying fees.
 - o. Hours of Work and Work Restrictions per Section 011400.
 - p. Hot Works Permit.
- B. Billing Meetings: A billing meeting will be conducted by the Owner's Representative each month prior to submittal of the Application for Payment. Agenda: review of the percent complete relating to the submitted Schedule of Values. Prior to the Billing Meeting the **CMAR Contractor** will submit a draft of the Application for Payment for review by the IOR and Owner Representative.
- C. Progress Meetings: Progress meetings shall be periodically scheduled throughout progress of the Work. Frequency shall be as determined necessary for progress of Work. Generally, it is intended progress meetings be held once a week as designated by the Owner's Representative.
- 1. Administration: Owner's Representative shall make physical arrangements for meetings and prepare agenda with copies for participants, preside at meetings, record minutes, and distribute an electronic file within four (4) workdays to **CMAR Contractor**, Owner's Consultants, and other participants affected by decisions made at meetings.
 - 2. Attendance: **CMAR Contractor's** Project Manager and jobsite Superintendent shall attend each meeting. **CMAR Contractor** 's Sub-contractor's / Consultant's and suppliers may attend as appropriate to subject under discussion. Owner will have a representative at each meeting. Owner's Consultants, as appropriate to agenda topics for each meeting and as provided in Owner/Consultant Agreement, will also attend.

- a. Suggested Agenda for Progress Meetings:
 - 1) Building Code/Fire Marshal Issues
 - 2) Design Issues
 - 3) Submittals and Long Lead Items
 - 4) OFCI and OFOI products.
 - 5) Request for Information
 - 6) Safety Issues
 - 7) Scheduling Status/1 Week Prior and 3 Week Look Ahead
 - 8) Potential Schedule Delay Issues
 - 9) Incomplete or Non-Conforming Work
 - 10) Inspection Requests
 - 11) Utility Shutdowns and Dig Notifications
 - 12) Instructional Bulletins and Field Orders
 - 13) Change Orders/Cost Proposals
 - 14) Payment Applications and As-Built Documents
 - 15) Miscellaneous Business
 - 16) Other items affecting progress of the Work
- D. Guarantees, Bonds, Service and Maintenance Contracts Review Meeting: Eleven months following the date of Substantial Completion, a meeting will be conducted by Owner's Representative to review the guarantees, bonds and service and maintenance contracts for materials and equipment.
- E. In addition to meetings listed above, **CMAR Contractor** shall hold coordination meetings and pre-installation conferences to assure proper coordination of Work.
 1. Pre-installation Conferences: When required in individual Specification Sections, convene a pre-installation conference prior to commencing Work.
 - a. Require attendance by representatives of firms whose activities directly affect or are affected by the Work specified.
 - b. Review conditions of installation, preparation and installation procedures and coordination with related Work and Work under separate contracts.

- F. Location of all meetings will be as designated by Owner's Representative. Participants at all meetings shall be Owner's Representatives, Consultants and/or Vendors, **CMAR Contractor**, Superintendent, Sub-contractor's / Consultant's , and others as appropriate.

1.04 SUBMITTALS

- A. Coordination of Submittals: Schedule and coordinate submittals as specified in Section 013300 – SHOP DRAWINGS, PRODUCT DATA AND SAMPLES, Section 017700 – CLOSEOUT PROCEDURES and Section 017800 – CLOSEOUT SUBMITTALS.
 - 1. Coordinate submittal effort of various trades Sub-contractor's / Consultant's and suppliers having interdependent responsibilities for installing, connecting, and placing into service such equipment, materials or installations as necessary for the Work.
 - 2. Coordinate requests for substitutions to assure compatibility of space, operating elements, and effect on work of others.
 - 3. **CMAR Contractor** shall submit the following submittals to the Owner's Representative who will forward directly to the appropriate State Agencies for their review and approval:
 - a. Fire Protection Drawings: Refer to Division 21
 - b. Fire Alarm System: Refer to Division 28
 - c. Any other deferred submittals by the **CMAR Contractor** that requires the AHJ review.
- B. Coordination/Engineering Drawings: Submit in accordance with Section 013300 – SHOP DRAWINGS, PRODUCT DATA AND SAMPLES and as specified herein.
- C. Work Plans: Submit as specified herein.

1.05 COORDINATION

- A. Coordination: **CMAR Contractor** shall coordinate the Work as stated in the General Conditions of the Contract. Work of the Contract includes coordination of the entire work of the Project, from beginning of construction activity through Project closeout and warranty periods. **CMAR Contractor** shall also coordinate Work under the Contract with work under separate contracts by Owner. **CMAR Contractor** shall cooperate with Owner and others as directed by Owner's Representative in scheduling and sequencing the incorporation into the Work of Owner Furnished/**CMAR Contractor** Installed (OFCI) products identified in the Contract Documents.
 - 1. Coordinate completion and cleanup of work of the separate trades, Sub-contractor's / Consultant's , vendors, etc., in preparation for Owner occupancy.
 - 2. After Owner occupancy, coordinate access to site by various trades, Sub-contractor's / Consultant's , vendors, etc., for correction of defective work and/or work not in accordance with Contract Documents, to minimize Owner disruption.
 - 3. Assemble and coordinate closeout submittals specified in Section 017700 – CLOSEOUT PROCEDURES.

- B. Construction Interfacing and Coordination: Layout, scheduling and sequencing of Work shall be solely **CMAR Contractor** 's responsibility. **CMAR Contractor** shall bring together the various parts, components, systems and assemblies as required for the correct interfacing and integration of all elements of Work. **CMAR Contractor** shall coordinate Work to correctly and accurately connect abutting, adjoining, overlapping and related elements, including work under separate contracts by Owner and utility agencies, if any.
- C. Installation of Systems into Project Space: Follow routings shown for pipes, ducts and conduits as closely as practicable, as shown on the Contract Documents with due allowance for available physical space; make runs parallel with line of building. Utilize space efficiently to maximize accessibility for other installations, future maintenance and repairs. In finished areas, except as otherwise shown, conceal pipes, ducts and wiring in the construction. Coordinate locations of fixtures and outlets with finish elements.
- D. Utility Work: Work occurring on or in the immediate vicinity of critical utilities must be directly supervised at all times by **CMAR Contractor** qualified personnel. Requirements stated herein for notification, work plans, dig notification forms and marking locations of existing utilities shall apply. **CMAR Contractor** will be held fully liable for costs and damages due to unplanned interruption of critical utilities, including any personal injury to public, visitors, or staff.
 - 1. Provide supervision and coordination necessary to meet requirements of electrical power connection as set forth by the Pacific Gas and Electric (PG&E).
 - 2. Provide reasonable and convenient staging and access areas to permit PG&E, its vendors or Sub-contractor's / Consultant's , to install, modify or remove electrical transformers or other components of the electrical power system furnished and installed by PG&E.

1.06 COORDINATION OF SUB-CONTRACTS AND SEPARATE CONTRACTS

- A. Conflicts: Conflicts shall be resolved by the **CMAR Contractor** bears primary responsibility for conflict resolution regarding the coordination of all building trades, Sub-contractor's / Consultant's and suppliers.
- B. Superintendence of Work: **CMAR Contractor** shall appoint a field superintendent who shall direct, supervise, and coordinate all Work in the Contract Documents.
- C. Sub-contractor's / Consultant's , Trades and Materials Suppliers: **CMAR Contractor** shall require all Sub-contractor's / Consultant's , trades, crafts and suppliers to coordinate their portions of Work with the Superintendent to prevent scheduling, sequencing, dimensional and other conflicts and omissions.
- D. Coordination with Work Under Separate Contracts: **CMAR Contractor** shall coordinate and schedule Work under Contract with work being performed for Project under separate contracts by Owner. **CMAR Contractor** shall make direct contacts with parties responsible for work of the Project under separate contracts, in order to provide timely notifications and to facilitate information exchanges.
- E. Service Connections: Except as otherwise indicated, final connection of mechanical services to general work is defined as being mechanical work; final connection of electrical services to general work is defined as electrical work.

1.07 OWNER CRITERIA

- A. During the Base Construction time, **CMAR Contractor** shall allow Owner 14 calendar days to move Owner equipment and/or provide furnishings. **CMAR Contractor** shall notify Owner's Representative in writing a minimum of fourteen (14) calendar days prior to completion of area described above.
1. **CMAR Contractor** shall show this time as a distinct activity on the detailed project schedule.
- B. Equipment Coordination: **CMAR Contractor** and Owner supplied equipment will require complete installation data be exchanged directly between **CMAR Contractor** and vendors and Sub-contractor's / Consultant's involved as progress of Project requires. Individual requesting information shall advise when it is required. Incorrect, incomplete, delayed or improperly identified equipment causing delay or error in installation will require entity causing such action to be liable for modifications or replacements necessary to provide correct and proper installation, including relocations.
- C. **CMAR Contractor** shall provide large scale casework and equipment drawings for casework and equipment service rough-in locations (dimensioned from building features), service characteristics, and locations of studs or blocking where such locations are critical to mounting or otherwise installing equipment and casework. Furnish sizes and spacing required for mechanical and electrical cutouts, and a complete brochure of fittings, sinks, outlets, or other information to provide a complete assemblage of the items and accessories being furnished.
- D. Interruption of Services: Construction Work shall accommodate Owner's use of surrounding and adjacent premises during the construction period and shall provide continuous public access and use of surrounding and adjacent facilities. **CMAR Contractor** shall not deny access to public use facilities until an alternate means of public use has been provided. An interruption of service is defined as any event which in any way interrupts, disrupts or otherwise discontinues, even momentarily, the services provided by Owner to its patients and staff. Adequate notice, as described below, shall be given to Owner when any interruption of services or interference with the use of existing buildings and roads are anticipated. Any interruption of service will be made only by Owner upon such notice. Interruptions to Owner services will not be made without prior notification and approval by Owner. **CMAR Contractor** shall never interrupt any Owner service without direct Owner participation.
1. Dig Notification: **CMAR Contractor** shall complete and submit for review to Owner's Representative, a Dig Notification Form, included at the end of this section, and obtain written authorization from Owner prior to the commencement of any digging activities. Digging activities include exploratory demolition, soils excavation, concrete core drilling, and saw cutting. **CMAR Contractor** shall include all pertinent information with the Dig Notification Form and submit with detailed work plan fourteen (14) calendar days prior to desired digging activity.
 2. The **CMAR Contractor** shall contact USA North 811 prior to starting underground Work to locate existing underground utilities.
 3. **CMAR Contractor** shall mark locations of all known utilities on ground of dig area with marker paint.

4. Prior to commencement of digging activities, **CMAR Contractor** shall verify project inspector has inspected the dig site and confirmed the site marking as accurate, complete and in conformance with site utility plans.
 5. **CMAR Contractor** shall verify with Owner's Representative that all departments have been notified of intent to begin digging operation.
 6. Record documents are required for dig activities. **CMAR Contractor** shall provide As-Built drawings.
- E. Shutdown Procedures: **CMAR Contractor** shall complete and submit for review and approval to Owner a Request for Shutdown form, included at the end of this section. **CMAR Contractor** shall include all pertinent information to assist Owner in coordination of shutdown activities. The Shutdown Request Form shall be submitted with a detailed work plan addressing the proposed shutdown not less than fourteen (14) calendar days prior to desired shutdown.
- F. The Owner does not normally charge for its shutdown support services. However, if poor planning and/or poor execution of a shutdown by the **CMAR Contractor** causes excessive time and effort for Owner personnel, the Owner reserves the right to back charge the **CMAR Contractor** for this effort required to support such shutdown.
1. **CMAR Contractor** shall verify with the Fire Marshal AHJ that all appropriate Interim Life Safety Measures are in place.
 2. **CMAR Contractor** shall determine that proper and appropriate coordination and notification has been completed, including written authorization from Owner's Representative, prior to shut down.
 3. Service shutdowns shall require specific work plans to be submitted to and coordinated with Owner's Representative. Work Plan should reflect various work trades, activities or entities requiring active participation with Owner teams to coordinating hospital functions with construction activities.
 - a. **CMAR Contractor** shall request, schedule, and conduct a General Work Plan Meeting prior to any work activity occurrence. During this meeting **CMAR Contractor** and Owner shall produce and agree to a list of work activities, which will require digging and/or shutdown coordination and procedures.
 - b. Owner's Representative, upon receiving the agreed submission for coordination, shall schedule the actual digging and/or shutdown at the earliest possible date not later than fourteen (14) calendar days from receipt of the submission. Operation of valves, switches, etc. to affect shutdowns shall be operated by Owner personnel only.
 - c. A shutdown is defined as any interruption of services provided by Owner to its patients and staff.

4. Planned service shutdowns shall be accomplished during periods of minimum usage. **CMAR Contractor** shall plan work to restore service in minimum possible time and shall cooperate with the Owner to reduce number of shutdowns.
 - a. Notwithstanding the provisions of the General Conditions of the Contract, **CMAR Contractor** may be required to perform certain types of work outside normal time periods.
 - 1) Non-normal times shall include, but not be limited to, periods of time before 7:00 a.m. and after 5:00 p.m. in the evening, weekend days, or legal holidays, or such periods of time which constitute split shifts or split working periods.
 - 2) **CMAR Contractor** shall include allocation of the cost of this work as part of the base bid and shall not be entitled to additional compensation as a result of such work during non-normal time periods.
 - 3) **CMAR Contractor** shall include the non-normal periods as distinct activities on the detailed project schedule.
 - 4) **CMAR Contractor** is advised and **CMAR Contractor** shall be prepared, at Owner written request, to perform certain shutdown and asbestos related work during non-normal time periods.
- G. Utility locations: Refer to Section 017600. General location of utility lines and services may be shown on the drawings or described elsewhere, Owner does not warrant the accuracy of the locations shown or described. Determination of the actual on-site locations of utility lines and services prior to the commencement of work shall be the responsibility of the **CMAR Contractor** shall complete layout/research for Points of Connection (P.O.C.) and clean/prep piping at P.O.C. All capping, relocation or removal of such lines and services shall be performed by **CMAR Contractor** as a part of the Contract. New/continued piping and services installation shall be prefabricated and in place prior to the shutdown. All materials and tools required to complete the work must be at the shutdown location(s). **CMAR Contractor** shall not assume existing valves will hold 100%. **CMAR Contractor** is required to have at least one (1) alternate method (including parts and equipment) to complete installation once shutdown has started. Note: only wheel type cutters shall be used on copper pipe to reduce contamination to existing systems/valves.
- H. Detailed Work Plans: **CMAR Contractor** shall develop and submit for review and approval to Owner's Representative detailed work plans for specific work activities, both inside and outside the work area, associated with impact to, or interruption of services and operation, and dig activities. Work Plans shall be submitted as a PDF electronic file with Table of Contents indexed. Work Plans shall include written description of work activity, detailed schedule with proposed sequence of operation and activity duration, type of equipment to be used, a copy of site plan highlighted to indicate sequencing and location of work and equipment, completed Request for Shutdown and/or Dig Notification forms as applicable, conformance to ILSM, and control methods for noise, vibration and airborne contaminants.

1. Work Plan submittal will not be accepted unless all required information is provided at time of submittal.
2. Submit Work Plan at least fourteen (14) calendar days prior to the commencement of any associated work activities.
3. Coordination/Engineering Drawings: **CMAR Contractor** shall provide a complete set of Coordination/ Engineering Drawings that indicates the architectural and structural building components; and combines all piping, conduits, fire sprinkler system, equipment, hangers, braces and other building components into one composite drawing for each floor, wing or area of work. Submit the Coordination/ Engineering Drawings as a bookmarked PDF electronic file. These drawings are for the **CMAR Contractor's** and Owner's use during construction and shall not be construed as replacing any shop drawings, "As-Builts", or record drawings required elsewhere in the Contract Documents. Owner's review of these drawings is for design intent only and shall not relieve the **CMAR Contractor** of the responsibility for coordination of all work performed per the requirements of the Contract.
 - a. **CMAR Contractor** shall prepare and submit complete 1/4" = 1' - 0" coordination drawings, including plans, sections, details as are appropriate indicating the area layout, complete with debris removal area and materials access points, and all mechanical and electrical equipment in all areas and within above and below ceiling spaces for new and existing conditions, including bottom of all ducts, plenum, pipe and conduit elevations. Drawings shall show all structural and architectural components, restraints and other obstructions that may affect the work. Electronic or photo reproduction of Owner's Architectural Drawings is not acceptable.
 - b. **CMAR Contractor** and each Sub-contractor / Consultant shall ensure all relevant mechanical and electrical equipment, piping, conduit, fire sprinkler system, ceiling hangers, braces etc., are shown and will fit, together with necessary items such as lights, ducts, fans, pumps, piping, conduit and the like.
 - c. **CMAR Contractor** shall indicate all locations of expansion/ seismic joints and indicate how expansion for piping, conduit and other components is provided.
 - d. **CMAR Contractor** shall indicate all locations for access doors or other means of access at conditions above and below for items requiring access or service including but not limited to valves, mechanical equipment, electrical equipment valves and other components. The **CMAR Contractor** is responsible that piping, conduit, braces and other obstructions do not block access to items indicated above.
 - e. Submit completed and fully coordinated PDF electronic indexed file drawings with bookmarked Sheet Index together with **CMAR Contractor** comments indicating possible areas of conflict for review to Owner's Representative prior to start of work.
 - f. Penetrations: **CMAR Contractor** shall prepare a sleeving layout (1/4" scale) indicating size and locations of sleeves. Trades shall indicate to **CMAR Contractor** their requirements and locations. PDF electronic files to applicable trades and Owner's Representative.

- g. Completion of work: All coordination drawings shall be submitted together with record (as built) drawings of all trades involved in accordance with Section 013300 – SHOP DRAWINGS, PRODUCT DATA AND SAMPLES.

PART II - PRODUCTS – Not Applicable to this Section

PART III - EXECUTION

3.01 Refer to the following attachments

- A. Request for Shutdown (RFS) Info/Impact Report
- B. Dig Notification Form

END OF SECTION 01 31 00

REQUEST FOR SHUTDOWN (RFS) INFO/IMPACT REPORT

PROJECT NAME: _____

OWNER RFS# _____

PROJECT #: _____ HCAI #: _____ CMAR CONTRACTOR RFS #: _____

TODAY'S DATE: _____ SHUTDOWN DATE: _____ SUSPEND DATE: _____

TO:	FROM:

<u>Project Manager's email address:</u>	_____

Request Date: _____ Shutdown Target Date: _____

Requested By: _____ Requestor's Phone #: _____

Shutdown Work (Utility Specific): _____

Scope (Brief Description of Work): _____

Impact (Areas & Users): _____

Additional Comments: _____

SECTION 01 32 00

CONTRACT SCHEDULES

PART I - GENERAL

1.01 SCOPE

- A. Preliminary Contract Schedule, Contract Schedule, updated Contract Schedules, Short Interval Schedules (SIS), Recovery Schedules and As Built Schedule.
- B. Sub-networks of activities (Fragnets) supporting Time Extension Requests.

1.02 DEFINITIONS

- A. Construction Schedule/CPM Schedule/Schedule: The most recent; Baseline Schedule, Updated Schedule or Revised Schedule.
- B. Final Baseline Schedule: A final and ongoing Schedule for the project that has been reviewed and accredited by the Owner's Representative
- C. Critical Work activities are defined as Work activities that, if delayed or extended, will cause a critical delay as defined in General Conditions. All other Work activities are defined as non-critical Work activities and are considered to have float.
- D. Float is defined as the time that a non-critical Work activity can be delayed or extended without causing a critical delay as defined in General Conditions Article 8. Neither the **CMAR Contractor** nor the Owner shall have an exclusive right to the use of float. Float is a shared resource available to each party to the contract. The **CMAR Contractor** shall document the effect of the use of float on the updated Contract Schedule.
- E. Recovery Schedule: Schedule required when any Revised Schedule or Update Schedule shows the work to be more than 14 calendar days behind the latest Owner-accepted contract end date.
- F. Short Interval Schedule (SIS): Schedule prepared on a weekly basis demonstrating the work accomplished the prior week and work planned for the upcoming three weeks.

1.03 SUBMITTALS

- A. Submit the following in accordance with Section 01 33 00 Shop Drawings, Product Data, Samples:
 - 1. Proposed Scheduling Software and qualifications of individual preparing schedules.
 - 2. Preliminary Contract Schedule
 - 3. Contract Schedule including graphical and tabular reports.
 - 4. Monthly Updates to Contract Schedule, including Narrative Report.
 - 5. Short Interval Schedules
 - 6. Final As-Built Schedule

- B. Include an electronic version of all submittals required by this specification, including Narrative prepared in MS Word or .pdf format, CPM schedule in .xer file (P6 backup) or other schedule native file format if accepted under 1.3. A.1 above, .pdf of full schedule, and .pdf of critical path. The following fields shall be included:
 - 1. Activity identification
 - 2. Activity description
 - 3. Duration, start, and finish dates.
 - 4. Percentage of completion
 - 5. Total float
 - 6. Responsible party
 - 7. Predecessors and successors

PART II - PRODUCTS

2.01 SOFTWARE

- A. The **CMAR Contractor** shall use Primavera P6 by Oracle Corporation, or equal to produce the schedule and all required graphical and tabular reports.

PART III - EXECUTION

3.01 PRELIMINARY CONTRACT SCHEDULE

- A. Within 14 calendar days after the starting date on the Notice to Proceed, the **CMAR Contractor** shall submit the Preliminary Contract Schedule in both native and .pdf format to the Owner's Representative for acceptance. The Preliminary Contract Schedule shall represent the **CMAR Contractor's** plan for accomplishing the work within the Contract time showing all significant milestones for the Contract period as well as a detailed work plan for the first 90 calendar days following the Notice to Proceed. This detailed work plan shall identify in detail the following activities for the first 90 calendar days:
1. Preparation of equipment and material submittals for review. List Project submittals within Schedule per each specification section including Division 1 requirements. Indicate dates for submission of required submittals. Note: schedule shall include 18 calendar days for the Owner's review of the Preliminary Contract Schedule.
 2. Make submissions within the following number of days after the Notice to Proceed:
 - a. Items needed in initial stages of Work or requiring long lead-time for ordering: 30 calendar days.
 - b. Deferred approval submittals, for review and approval by agencies such as Owner's when required: 60 calendar days.
 - c. Electrical, mechanical and equipment items other than those covered by item "a" above: 60 calendar days.
 - d. All other items: 90 calendar days.
 3. Procurement schedule.
 4. Critical Path for the first 90 calendar days.
- B. The Preliminary Contract Schedule shall acknowledge significant known constraints and include all anticipated activities prior to the Notice to Proceed.
- C. The Preliminary Contract Schedule shall not include any actual dates or progress measured against any activities.
- D. Acceptance of the Preliminary Contract Schedule is a condition for approval of the first progress payment application.
- E. The **CMAR Contractor's** progress shall be measured against the Preliminary Contract Schedule until such time as the Owner accepts the **CMAR Contractor's** first Contract Schedule. The Preliminary Contract Schedule shall be incorporated into the **CMAR Contractor's** proposed Contract Schedule.

- F. Unless approved by the Owner's Representative, there shall be no activities shown with durations greater than 14 calendar days (excluding submittals, submittal reviews, and procurement activities).

3.02 CONTRACT SCHEDULE (BASELINE)

- A. The Contract Schedule shall represent a practical plan to fully complete the Contract within the Contract Time. The Contract Schedule shall include a complete sequence of construction, in adequate detail for coordination of the Work and shall be coordinated with the preparation of the Schedule of Values per 01 29 00 Measurement and Payment.

- B. Form

1. The proposed first contract schedule shall be produced using CPM (Critical Path Method) techniques, in the PDM (Precedence Diagram Method) method of scheduling. The Contract Schedule shall be calculated using the Retained Logic method. Progress override calculations shall not be acceptable. The schedule shall not use negative float or constraints on work activities.
2. The Contract Schedule shall identify all holidays and non-working days.
3. Identity of the party responsible for the activity (i.e., Owner, General **CMAR Contractor**, specific Sub-Contractors / Consultants, etc.)
4. The Contract Schedule activities shall be coded with the following information applicable to each activity:
 - a. Area of the project
 - b. Identity of the party responsible for the activity (i.e., Owner, General **CMAR Contractor**, specific Sub-Contractors / Consultants, etc..)
 - c. Specification section applicable to activity
 - d. Phase
 - e. Sequence – The following sequences shall be identified:
 - 1) Administrative
 - 2) Submittal and Review
 - 3) Fabrication
 - 4) Construction: including phasing and sequencing as identified in 011400 Work Restrictions
 - 5) Inspection, Commissioning, and Close-out

C. Content

1. The Contract Schedule shall identify all Work activities in correct sequence for the completion of the Work within the Contract Time. Work activities shall include the following:
 - a. Major **CMAR Contractor**-furnished equipment, materials, and building elements, and scheduled activities requiring submittals or Owner's Representative's prior acceptance.
 - 1) Show dates for the submission, review, and approval of each such submittal. Dates shall be shown for the procurement, fabrication, delivery, and installation of major equipment, materials, and building elements, and for scheduled activities designated by the Owner.
 - 2) The schedule shall allow submittal review time in accordance with Section 01 33 00 Shop Drawings, Product Data, Samples.
 - b. System test dates.
 - c. Scheduled overtime Work to the extent permitted by Contract Documents.
 - d. Dates **CMAR Contractor** requests designated workspaces, storage area, access, and other facilities to be provided by the Owner.
 - e. Dates **CMAR Contractor** requests orders and decisions from the Owner on designated items.
 - f. Dates **CMAR Contractor** requests Owner-furnished equipment.
 - g. Dates **CMAR Contractor** requests Owner-furnished utilities.
 - h. Planned dates for shutdown, connection, and relocation of existing utilities.
 - i. Planned dates for connecting to or penetrating existing structures.
 - j. Planned dates for scheduled inspections as required by Codes, or as otherwise specified.
 - k. Commissioning Sequence and activities for all Building Systems.
2. Unless approved by the Owner's Representative, there shall be no activities shown with durations in excess of 7 calendar days (excluding submittals, submittal reviews, and procurement activities). Milestones should be listed for the completion of wings, floors, and other similar areas.
3. The allowable monthly rain days per the Supplemental Conditions shall be incorporated into the Schedule.
4. Identify types of calendars used and the logic of their application.

D. Submission

1. The first Contract Schedule shall be submitted to the Owner not later than 30 calendar days after Notice to Proceed. The period covered by Contract Schedule shall be the Contract Time as specified in the Notice to Proceed. The Contract Schedule shall incorporate the logic of the Preliminary Contract Schedule covering the first 90 calendar days following the Notice to Proceed. Items to be included with first submission:
 - a. Contract Schedule (Baseline)
 - b. Critical Path Schedule excluding all non-critical Work activities.
 - c. Narrative
2. Tabular Computer Reports
 - a. As requested by the Owner, the **CMAR Contractor** shall submit various computer-generated tabular reports.
 - b. As requested by the Owner's Representative, the **CMAR Contractor** will be required to submit additional Schedule Reports.

E. Acceptance

1. Upon receipt, the Owner's Representative shall review the proposed first Contract Schedule. Within 21 calendar Days of the Owner's receipt of the proposed first Contract Schedule, the Owner's Representative shall schedule a review meeting with the **CMAR Contractor** for the purpose of jointly reviewing the proposed first Contract Schedule.
2. If the proposed first Contract Schedule is accepted by the Owner's Representative, it shall become the Contract Schedule (or Baseline Schedule). Such acceptance shall not relieve **CMAR Contractor** from its responsibility to fully complete the Contract within the Contract Time, nor shall it relieve **CMAR Contractor** from sole responsibility for any errors in the Contract Schedule.
3. If the **CMAR Contractor** or the Owner's Representative determines the proposed first Contract Schedule to need revision, the **CMAR Contractor** shall revise and resubmit the proposed first contract schedule to the Owner's Representative within 14 calendar days for acceptance. If accepted, it shall become the Contract Schedule. Such acceptance shall not relieve **CMAR Contractor** from its responsibility to fully complete the Contract within the Contract Time, nor shall it relieve **CMAR Contractor** from sole responsibility for any errors in the Contract Schedule. If not accepted the **CMAR Contractor** will resubmit within 10 calendar days for a new review period to start.

- a. No progress payment beyond the second progress payment will be paid to the **CMAR Contractor** until such time as the Owner's Representative has approved the **CMAR Contractor's** first proposed Contract Schedule.

F. Schedule Logic

1. Activity schedule logic should normally be of Finish-to-Start relationship type and assembled to show order in which **CMAR Contractor** proposes to carry out the Work. The logic should indicate restrictions of access, availability of Work areas, and availability and use of manpower, materials, and equipment. Form basis for assembly of schedule logic on the following criteria:
 - a. Indicate which activities must be completed before subsequent activities can be started.
 - b. Indicate which activities can be performed concurrently.
 - c. Indicate which activities must be started immediately following completed activities.
 - d. Indicate resource sequencing due to availability or space restrictions.
 - e. Lags shall not be used if can be represented with additional schedule detail. Finish-to-start logic ties with positive lags are not permitted. All positive time consumption should be represented by a schedule activity. Start-to-start, or finish-to-finish logic ties with negative lags are not permitted.
 - f. Lags in Start-to-Start or Finish-to-Finish relationships must not exceed the duration of the predecessor or successor activity, respectively.

G. Non-Sequestering of Float

1. **CMAR Contractor** shall not sequester float through scheduling techniques, including, but not limited to, constrained dates, extending Work Activity duration estimates, using preferential logic, such as lag or negative lag (lead), unless specifically requested in writing and approved by Owner's Representative. It is acknowledged that Owner-caused or **CMAR Contractor**-caused time savings to Activities on, or near, the critical path will increase float, such increase in float shall not be for the exclusive use or benefit of either Owner or **CMAR Contractor**.

H. Out of Sequence Logic:

1. Resolution of conflict between actual work progress and schedule logic: When out of sequence activities develop in Schedule because of actual construction progress, **CMAR Contractor** shall submit revision to schedule logic to conform to current status and direction and include reasons in schedule update Narrative.

I. Preferential Logic:

1. The intended purpose of scheduling on a construction project is to help ensure that **CMAR Contractor's** work on the project is adequately planned, tracked and managed. A construction schedule can be as simple as a list of activities, organized in a logical sequence, and time scaled. The concept of construction scheduling is to see that all activities necessary to complete the work, in accordance with the contract documents requirements, are properly planned, coordinated and managed. When **CMAR Contractor's** schedule activities are not sequenced in the most logical manner, but rather, in a manner as to create the maximum possible opportunity for Owner interference to claim delay or interruption, the Owner will reject the schedule with a request of different sequence of activities.

3.03 EXPERIENCE REQUIREMENTS

- A. **CMAR Contractor** shall designate an individual from **CMAR Contractor's** staff or a consultant who shall be responsible throughout the duration of the project for preparation of all schedules and reports as required by this specification. This individual shall also be required to attend all meetings with the Owner's Representative as required by this specification. The **CMAR Contractor** shall demonstrate to the satisfaction of the Owner that the individual or consultant has at least 3 years of experience preparing, maintaining, and administering detailed project schedules on projects of the same or similar size and complexity as this project. The **CMAR Contractor** shall also demonstrate to the satisfaction of the Owner that the individual or consultant is proficient in the use of the scheduling software proposed for use by the **CMAR Contractor** on this project.
- B. Within 14 calendar days after the starting date on the Notice to Proceed, the **CMAR Contractor** shall provide the Owner with the identification, qualifications, and experience of and references for the proposed individual or consultant.

3.04 MONTHLY UPDATES

- A. After acceptance of the first proposed Contract Schedule, **CMAR Contractor** shall update the Contract Schedule monthly. The update shall reflect progress as of the end of each month. **CMAR Contractor** shall submit monthly schedule update to the Owner's Representative for acceptance with the draft payment application and no later than the tenth day of the following month. The updates shall be made as follows:
 1. The Monthly updates shall report progress based upon percent complete of each activity or remaining duration. Actual start dates shall be recorded for those activities that have started. Actual finish dates shall be recorded for those activities that are completed. Activities that are in progress shall reflect an actual start date and the percentage completion for the activity. Actual dates shall be clearly distinguishable from projected dates.
 2. The updated Contract Schedule shall reflect an up-to-date status of the contract work as completed, and materials furnished and in permanent place that qualify for payment.
 3. The updated Contract Schedule shall reflect Contract Time changes included in all processed change orders for the progress month and each preceding month.

- B. Within 5 calendar days after receipt of the updated Contract Schedule in conjunction with the Application for Payment, the Owner's Representative shall review both and determine which work and material pay items qualify for payment; the approved data will then be returned to the **CMAR Contractor** for input. Within 14 calendar days, the **CMAR Contractor** and the Owner's Representative shall meet to review the Construction CPM Schedule and discuss any changes required.
- C. The **CMAR Contractor** shall then revise and resubmit (if required) the Updated Contract Schedule and Application for Payment to the Owner's Representative for payment approval.
- D. The monthly update shall be calculated using retained logic with a required finish date specified as the current contract completion date. Progress Override calculations shall not be acceptable.
- E. No Applications for Payment will be processed, nor shall any progress payments become due until updated Contract Schedules are accepted by Owner's Representative. The accepted, updated Contract Schedule shall be the Contract Schedule of record for the period it is current and shall be the basis for payment during that period. Acceptance of any updated Contract Schedules shall not relieve **CMAR Contractor** from its responsibility to fully complete the Contract within the Contract Time, nor shall it relieve **CMAR Contractor** from sole responsibility for any errors in the updated Contract Schedules.
- F. **CMAR Contractor** shall perform the Work in accordance with the updated Contract Schedule. **CMAR Contractor** may change the Contract Schedule to modify the order or method of accomplishing the Work only with prior agreement by the Owner.
- G. With each monthly updated Contract Schedule, the **CMAR Contractor** shall provide an accompanying narrative describing the progress anticipated during the upcoming month, critical activities, delays encountered during the prior month, delays anticipated during the upcoming month, and an audit of the Contract Time. The audit shall show current days allowed by contract, days used through the end of the month, days remaining, percent of time used to date, and percent complete as measured by cost loaded schedule, and days ahead of or behind schedule. In the event that the **CMAR Contractor** was delayed by any occurrence during the prior month, the narrative report shall include a listing of all delays that affected the critical path and shall clearly explain the impact the claimed delay(s) had on the critical path and shall include an accounting of days lost or gained.
- H. In the event the monthly update shows the **CMAR Contractor** to be behind schedule (negative float), the narrative shall include a description of actions needed to bring the project back on schedule.

3.05 LOOK AHEAD SCHEDULES

- A. Look Ahead Schedule is a schedule derived from the Contract Schedule (or the most current monthly update of the Contract Schedule) which indicates in detail all activities scheduled or worked on for the 1 prior weeks, and all activities scheduled to occur during the next 3 weeks.
- B. Provide detailed Look Ahead Schedules every week.

- C. Submit in 11-inch by 17-inch Gantt chart format.
- D. Look Ahead Schedule shall be generated from the then current Preliminary Contract Schedule, Contract Schedule, or updated Contract Schedule. Activities listed in the Look Ahead Schedule shall reference the activity identification or other such coding for correlation to the activities listed in the Contract Schedule.

3.06 TIME EXTENSION REQUEST DOCUMENTATION

- A. In the event the **CMAR Contractor** shall request an extension of Contract Time, **CMAR Contractor** shall comply with the requirements of the General Conditions, including without limitation, General Conditions. In addition to the requirements of the General Conditions, as a condition to obtaining an extension of the Contract Time, **CMAR Contractor** shall timely submit a sub-network of the events of the delay that demonstrates the impact to the activities in the **CMAR Contractor's** then current schedule, as well as the impact to the overall completion date of the project.
- B. If the Owner's Representative approves the extension of time, the next monthly updated Contract Schedule shall incorporate the subnetwork with the extension of time. In addition, the monthly updated Contract Schedule shall contain all changes mutually agreed upon by the **CMAR Contractor** and the Owner during preceding periodic reviews and all changes resulting from Change Orders and Field Orders.

3.07 AS BUILT SCHEDULE

- A. As a condition precedent to the release of retention, the last update of the Contract Schedule submitted shall be identified by the **CMAR Contractor** as the "As Built Schedule". The "As Built Schedule" shall be submitted when all activities are 100 percent complete. The "As Built Schedule" shall reflect the exact manner in which the project was actually constructed (including start and completion dates, activities, sequences, and logic) and shall include a statement signed by the **CMAR Contractor's** scheduler that the "As Built Schedule" accurately reflects the actual sequence and timing of the construction of the project.

3.08 WEATHER DAYS ALLOWANCE

- A. Should inclement weather conditions, or the conditions resulting from weather, prevent the **CMAR Contractor** from proceeding with seventy-five (75) percent of the normal labor and equipment force engaged in the current critical activity item(s), (as shown on the latest CPM Progress Schedule accepted by the Owner's Representative), for a period of at least five (5) hours per day toward completion of such operation or operations, and the crew is dismissed as a result thereof, it shall be a weather delay day.

WEATHER DAYS ALLOWANCE: Anticipated Rain Days = [35] thirty-five.

- B. The WEATHER DAYS ALLOWANCE: Anticipated Rain Days duration as specified in 3.08, A, shall be included in a separate identifiable critical activity labeled "Weather Days Allowance" to be included as the last critical activity of the project schedule prior to substantial or final completion (whichever is contractual). The weather allowance activity shall be on, and remain on, the critical path of the project throughout the life of the project until it has been absorbed. Typically, all activity's leading to completion shall go through the weather allowance activity first. When weather days are experienced, and are approved as such by the Owner's Representative, the **CMAR Contractor** shall either:
1. Increase the duration of the current critical activity(ies) by the number of weather days experienced, or
 2. Add a critical activity to the schedule to reflect the occurrence of the weather day(s).
- C. The duration of the weather day allowance activity shall be reduced as weather days are experienced and included in the schedule. Any remaining weather days in the weather day allowance activity at the completion of the project shall be considered as float and shall not be for the exclusive use or benefit of either the Owner or **CMAR Contractor**.
- D. The **CMAR Contractor** shall not receive any additional compensation for unavoidable delays due to inclement or unsuitable weather. If all the weather allowance has been used, any additional weather delay experienced by the **CMAR Contractor** may result in a non-compensable time extension upon submission of acceptable supporting documentation to the Owner's Representative.

END OF SECTION 01 32 00

SECTION 01 32 20

CONSTRUCTION PROGRESS REPORTING

PART I - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Requirements and procedures for documentation of construction progress using still photographs, and videos.

B. Related sections include the following:

1. Division 01, Section "Closeout Procedures" for general closeout procedures.
2. Division 01, Section "Closeout Submittals."

1.02 PROGRESS PHOTOS/VIDEOS

A. Maintain a **daily** photographic record of the progress of the Work as outlined in Part III of this Section.

1. Photographs to accompany Superintendent Daily Reports will be done on a daily basis.

1.03 AS-BUILT DOCUMENTATION

A. The **CMAR Contractor** shall be responsible for the maintenance and completion of As-Built PDF Drawings and Models the following procedure shall be strictly adhered to:

1. **CMAR Contractor** shall download and save all of the construction documents. This set of Drawings along with the Specifications, shall be kept on file available to **Owner's** Representative's until the completion of the Project.
2. As the Work progresses, a complete and accurate notation of all documented changes or deviations from the Drawings and Specifications shall be recorded thereon and in the record model by the **CMAR Contractor** . Such indications shall be neatly made and kept current. Where exact locations are critical, such as in the case of buried piping or conduit, such locations - both horizontal and vertical - shall be dimensioned back to an above ground, permanent fixed point.
3. Properly note construction deviations or changes on the monthly As-Builts, prior to proceeding with any Work in those locations. Do not complete Work or request inspections if such Work has been installed in locations contrary to the Drawings.
4. **Owner's** Representative may request to review the As-Builts, on a monthly basis and prior to each Application for Payment. If requested by **Owner's** Representative, provide access to the following:

- a. Approval of Application for Payment is contingent upon timely review of monthly changes on As-Builts Drawings and Record Models.
 - b. PDF drawings and The Record Model must be available for review to the **Owner's** Representative of the sheets or areas on which changes have been noted during the preceding month.
5. All As-Built and Record indications shall be clear and legible.
 6. At the completion of the Project, Refer to Section 017800 CLOSE OUT SUBMITTALS.

PART II - PRODUCTS – Not applicable to this section.

PART III - EXECUTION

- 3.01 Contractor is required to maintain a **daily** digital photographic record of the progress of the Work and is to submit the photographs and video coverage as required to the **Owner** Representative. Daily Photographs are required for Superintendent Daily Reports.

END OF SECTION 01 32 20

SECTION 01 33 00

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

PART I - GENERAL

1.01 SECTION INCLUDES

- A. Administrative requirements for shop drawings, product data and samples submittals
- B. Owner's and Owner's Consultant's review of submittals
- C. **CMAR Contractor's** review of submittals
- D. Shop Drawing Submittals
- E. Product Data submittals
- F. Sample submittals
- G. Field Samples and mock-ups
- H. Submittal Schedule requirements

1.02 RELATED SECTIONS

- A. Section 011100 – SUMMARY OF THE WORK: Sub-Contractors / Consultants, and materials suppliers list.
- B. Section 013200 – CONTRACT SCHEDULES: Submission and review of schedules and submittals.
- C. Section 014500 – QUALITY CONTROL: Test and Inspection Reports.
- D. Section 016100 - PRODUCT REQUIREMENTS
- E. Section 017700 – CLOSEOUT PROCEDURES: Occupancy/Acceptance /Final Payment Submittals.
- F. Section 017800 – CLOSEOUT SUBMITTALS: Preparation of Maintenance and Operating Data.

1.03 ADMINISTRATIVE REQUIREMENTS

- A. General Submittals Review: Submittals shall be made in accordance with requirements specified herein and in individual Sections.
 - 1. Submittals shall be a communication aid between **CMAR Contractor**, Owner's Representative, and Owner's Consultant(s) by which interpretation of Contract Documents requirements may be confirmed in advance of construction.

2. Submit on all products to be used on the Project. Make all submittals through the Owner unless otherwise directed.
 - a. The Owner's Representative shall provide timely review of submittals and re-submittals.
 - 1) Owner's Representative shall have twenty-one (21) days from receipt to review all submittals twenty-one (21) days from receipt to review re-submittals.
 - 2) The Fire Marshal shall have twenty-eight (28) days from receipt to review all submittals twenty-eight (28) days from receipt to review re-submittals.
 - 3) Owner's Representative will prepare and keep a log of review time of all submittals.
 3. Substitutions shall be submitted in accordance with Section 016100 – PRODUCT REQUIREMENTS.
 4. Make submittals sufficiently in advance of construction activities to allow shipping, handling and review by the Owner's Representative and their consultants.
- B. Owner's and Owner's Consultants Review: Owner's Consultant's review will be only for general conformance with the design intent of the Contract Documents. Review of submittals is not conducted for purpose of determining accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the **CMAR Contractor** as required by the Contract Documents. Review actions of the Owner's Consultant or Owner shall not relieve **CMAR Contractor** from compliance with requirements of the Contract Documents. Changes shall only be authorized by separate written Change Order in accordance with the General Conditions of the Contract.
- C. **CMAR Contractors** Review: **CMAR Contractor** shall review, mark-up as appropriate and stamp Shop Drawings, Product Data, and Samples prior to submission. Submittal shall clearly show it has been reviewed by **CMAR Contractor** for conformance with the Contract Documents and for coordination with requirements of the Work. Notify Owner's Representative in writing, at time of submission, of any changes in the submittals from requirements of Contract Documents.
- 1.04 SUBMITTAL REQUIREMENTS
- A. Prompt Submission: Submittals shall be submitted promptly in accordance with Submittal Schedule and in such sequence as to cause no delay in the Work or in the work of any separate **CMAR Contractor**. Present information in a clear and thorough manner to aid orderly review.

- B. Preparation: Title each submittal with the Owner's Project Name and the Owner's Project number, submittal date and dates of any previous submissions. Clearly mark each copy to identify product or model.
1. Identify each item on submittal by reference to Drawing sheet number, detail, schedule, room number, assembly or equipment number, Specification number Reference Standard (such as ASTM or Fed Spec Number) and other pertinent information to clearly correlate submittal with Contract Documents.
 2. Include the names of the **CMAR Contractor**, Sub-contractors / Consultants, Supplier and Manufacturer.
 3. Include field dimensions, clearly identified as such to establish relationship to adjacent or critical features of the Work or materials.
 4. Include pertinent information such as performance characteristics and capacities, wiring or piping diagrams and controls, catalog numbers and similar data.
 5. Modify manufacturer's standard schematic drawings and diagrams and other diagrams to delete information not applicable to the Work. Supplement standard information to provide information specifically applicable to the Work.
 6. Identify changes from requirements of the Contract Documents.
 7. Include 8" x 3" blank space on face of submittal for review stamps.
 8. Include **CMAR Contractor's** review stamp, initialed or signed, and dated, certifying to the review of the submittal, verification of materials, field measurements, conditions, and compliance of the information within the submittal with the requirements of the Work and of the Contract Documents.
- C. Number of submittals required:
1. Product Data Submittals: Submit PDF electronic file with booked marked table of contents and/or sheet index. Submittals for the Fire Department require an electronic file and two (2) hard copies.
 2. Initial/Re-submitted Shop Drawing Review(s): Submit PDF electronic file with booked marked table of contents and/or sheet index. Submittals for the Fire Department require an electronic file and two (2) hard copies.
 3. Final Shop Drawing Review and Approval: After obtaining Owner's Representative approval of initial/re-submitted shop drawing submittals, as described in Section 1.04.C.2 above, **CMAR Contractor** shall submit PDF electronic file with booked marked table of contents and/or sheet index. Submittals for the Fire Department require an electronic file and two (2) hard copies. **CMAR Contractor** is responsible for providing all approved shop drawings for its use and use by Sub-Contractors / Consultants s and/or suppliers.
 4. Samples: Submit number specified. Samples shall be of sufficient size and quality to clearly illustrate the functional characteristics of the products, with integrally related parts and attachment devices, including full range of colors, textures and patterns.

- D. Identifying Submittals: Identify each submittal by Specification section number followed by a number indicating sequential submittal for that Section. Re-submittals shall use the same number as the original submittal, followed by a letter indicating sequential re-submittal. Examples:
1. 092500 – 1 First submittal for Section 092500 – Gypsum Board
 2. 092500 – 2 Second submittal for Section 092500 – Gypsum Board
 3. 092500 – 2A Re-submittal of second submittal for Section 092500 – Gypsum Board
 4. 092500 – 2B Second re-submittal of second submittal for Section 092500 – Gypsum Board
- E. Resubmission Requirements: Revise and resubmit as specified for initial submittal. Identify any Changes other than those requested. Note any departures from Contract Documents or changes in previously reviewed submittals.
- F. Grouping of Submittals: Unless otherwise specifically permitted by Owner's Representative, make all submittals in groups containing all associated items as described in each Specification Section. The Owner's Representative will reject partial submittals as incomplete.
- G. Unsolicited Submittals: Unsolicited submittals will be returned NOT REVIEWED.

1.05 DISTRIBUTION

- A. Reproduce and distribute finalized copies of Shop Drawings and Product Data, to the following:
1. **CMAR Contractor's** Project site file.
 2. As-built Documents file maintained by **CMAR Contractor**.
 3. Pertinent Separate **CMAR Contractors**.
 4. Pertinent Sub-Contractors/Consultants
 5. Pertinent Supplier or Manufacturer.

1.06 FIELD SAMPLES AND MOCK-UPS

- A. Erect at the project site, at a location directed by Owner's Representative, mock-ups to a size as specified.
1. The following mock-ups are required for this project: As defined in Construction Drawings and Specifications.
- B. Fabricate each Sample and mock-up to be complete and fully furnished. Unless otherwise agreed, full-size complete samples will be returned and may be incorporated into field mock-ups and Work.

- C. Mock-ups shall be removed by the **CMAR Contractor** at conclusion of the Work at no additional cost to the Owner.

1.07 SUBMITTAL SCHEDULE

- A. Submittals Schedule: refer to Section 013200 – CONTRACT SCHEDULES.
 - 1. The Submittal Schedule is a schedule for submission of Shop Drawings, Product Data and Samples by **CMAR Contractor**, and the processing and return of same by Owner.
 - 2. **CMAR Contractor** shall prepare the Submittal Schedule as described herein and coordinate it with the Contract Schedule. No submittals will be processed before the Submittal Schedule has been submitted to and accepted by Owner.
 - 3. Submittal Schedule shall be adjusted to meet needs of construction process and the Contract Schedule. Submit PDF electronic file with booked marked table of contents and/or sheet index of the Submittal Schedule after it is completed and each time it is update by **CMAR Contractor**.
 - 4. **CMAR Contractor** shall NOT begin fabrication or Work which requires submittals until the return of final reviewed and approved submittals have been received by the **CMAR Contractor**.

1.08 ENVIRONMENTAL PRODUCT DECLARATIONS

- A. **CMAR Contractor** must comply with Buy Clean California Act requirements per California Public Contract Code, Sections 3500-3505.
- B. **CMAR Contractor** shall submit to Project Manager/Construction Manager current facility-specific Environmental Product Declaration for each eligible material proposed to be used on the Project.
- C. Environmental Product Declaration (EPD): Type III environmental impact label, as defined by the International Organization for Standardization (ISO) standard 14025, or similarly robust life cycle assessment methods that have uniform standards in data collection consistent with ISO standard 14025, industry acceptance, and integrity.
- D. Eligible Materials: Any of the following:
 - 1. Carbon steel rebar.
 - 2. Flat glass.
 - 3. Mineral wool board insulation.
 - 4. Structural steel.
- E. Eligible Materials installed on the Project by **CMAR Contractor** must comply with any standards to the extent established in the BCCA or by Owner, whichever is more stringent. The facility-specific global warming potential for any Eligible Materials must not exceed any existing maximum acceptable global warming potential for that material pursuant to the BCCA or by Owner, whichever is more stringent (“EM Standards”). The standards are published on the Department of General Services (DGS) website and updated information can be found on this link: <https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Buy-Clean-California-Act>

- F. **CMAR Contractor** shall not install any eligible materials on the project before submitting a facility-specific Environmental Product Declaration for that material.
- G. This section shall not apply to an eligible material for a particular contract if the Owner determines, upon written justification published on its Internet website, that requiring those eligible materials to comply would be technically infeasible, would result in a significant increase in the project cost or a significant delay in completion, or would result in only one source or manufacturer being able to provide the type of material needed by the state.

PART II - PRODUCTS – Not Applicable to this Section

PART III - EXECUTION – Not Applicable to this Section

END OF SECTION 01 33 00

SECTION 01 41 00
REGULATORY REQUIREMENTS

PART I - GENERAL

1.01 SECTION INCLUDES

- A. Relationship between Code, Ordinances, Standards and Contract Documents
- B. Applicable Codes, Laws and Ordinances
- C. Project Inspections
- D. District Fire Marshal Requirements

1.02 RELATED SECTIONS

- A. Section 013500 – SPECIAL PROCEDURES
- B. Section 014200 – REFERENCES
- C. Section 014500 – QUALITY CONTROL

1.03 RELATIONSHIP BETWEEN CODES, ORDINANCES, STANDARDS AND THE CONTRACT DOCUMENTS

- A. Authority: All codes, ordinances and standards referenced in Contract Documents shall have full force and effect as though printed in their entirety in the Contract Specifications.
- B. Precedence:
 - 1. Where specified requirements differ from requirements of applicable codes, ordinances and standards, the more stringent requirements shall take precedence.
 - 2. Where Contract Drawings or Contract Specifications require or describe products or execution of better quality, higher standard or greater size than required by applicable codes, ordinances and standards, the Contract Drawings and Contract Specifications shall take precedence so long as such increase is legal.
 - 3. Where no requirements are identified in Contract Documents, comply with all requirements of applicable codes, ordinances and standards of governing authorities having jurisdiction.

1.04 APPLICABLE CODES, LAWS AND ORDINANCES

A. Building Codes, Laws, and Regulations:

1. Work shall meet or exceed the requirements of and be performed in accordance with applicable, adopted code requirements, laws and requirements of all other regulatory agencies, including, but not limited to the following:

- a. California Code Series - 2025 Edition

- 1) California Administrative Code, California Code of Regulations – Title 24, Part 1
- 2) California Building Code, California Code of Regulations – Title 24, Part 2, Volume 1& 2
- 3) California Electrical Code, California Code of Regulations – Title 24, Part 3
- 4) California Mechanical Code, California Code of Regulations – Title 24, Part 4
- 5) California Plumbing Code, California Code of Regulations – Title 24, Part 5
- 6) California Energy Code, California Code of Regulations – Title 24, Part 6
- 7) Elevator Safety Construction Code, California Code of Regulations – Title 24, Part 7
- 8) California Historical Building Code, California Code of Regulations – Title 24, Part 8
- 9) California Fire Code, California Code of Regulations – Title 24, Part 9
- 10) California Existing Building Code, California Code of Regulations – Title 24, Part 10
- 11) California Referenced Standards Code, California Code of Regulations – Title 24, Part 12

- b. NFPA Code Series. National Fire Protection Association (NFPA) (as adopted by State agencies)

- 1) NFPA 13 – Standard for the Installation of Sprinkler Systems.
- 2) NFPA 14 – Standard for the Installation of Standpipe and Hose System
- 3) NFPA 72 – National Fire Alarm and Signaling Code

- 4) NFPA 80 – Standard for Fire Doors and Other Opening Protectives
 - 5) NFPA 101 – Life Safety Code
 - 6) NFPA 252 – Standard Methods of Fire Tests of Door Assemblies
 - 7) NFPA 701 – Standard Methods of Fire Tests of Flame Propagation of Textiles and Films
- c. California Code of Regulation Series (embodied in California model codes as noted above)
- 1) Title 8, Industrial Relations
 - 2) Title 17, Public Health (Chapter 7)
 - 3) Title 19, Public Safety
 - 4) Title 21, Public Works
 - 5) Title 22, Social Security
 - 6) Title 24, Parts 1, 2, 3, 4, 5, 9 and 12
 - 7) Title 25, Energy Insulation Standards
- d. Americans with Disabilities Act (ADA) 2010 (Federal Law)
- e. Rules and regulations of private and public utilities
- f. American National Standards Institute (ANSI)
- g. American Society of Testing Materials (ASTM)
- h. Federal Specifications (Fed. Spec.)
- i. Underwriters Laboratories
- j. Traffic controls per California MUTCD requirements
2. All dates to comply with editions adopted and accepted by Owner and District Fire Marshal (AHJ/FIRE).
 3. Unless otherwise specified, specific references to codes, regulations, standards, manufacturers' instructions, or requirements of regulatory agencies, when used to specify requirements for materials or design elements, shall mean the latest edition of each in effect at the date of submission of bids, or the date of the Change Order, as applicable.

4. References on Drawings or in Specifications to "code" or "building code" not otherwise identified shall mean the codes specified above, together with all additions, amendments, changes, and interpretations adopted by code authorities of the jurisdiction having authority over the project.
- B. Other Applicable Laws, Ordinances and Regulations:
1. Work shall be accomplished in conformance with all applicable laws, ordinances, rules and regulations of Federal, State and local governmental agencies and jurisdictions having authority over the Project.
 2. Work shall be accomplished in conformance with all regulations of Public Utilities and utility districts.
 3. Where such laws, ordinances, rules and regulations require more care or greater time to accomplish Work, or require better quality, higher standards or greater size of products, Work shall be accomplished in conformance to such requirements with no change to Contract Time or Contract Sum, except where changes in laws, ordinances, rules and regulations occur subsequent to execution date of the Agreement.
 4. **CMAR Contractor** shall not self-perform specialty contracting work defined in sections 7055 – 7059.1 of the California Business and Professions Code unless the **CMAR Contractor** has the specialty licensed contractor appropriate for the work performed. Otherwise, the **specialty licensed contractor** shall be retained by the **CMAR Contractor** to perform specialty work identified in the project scope.

1.05 PROJECT INSPECTIONS

- A. Provision of inspectors by Owner, if any, and Information pursuant to this Section and Section 1.04 above shall be subject to the following:
1. **CMAR Contractor** shall allow inspectors full access to Project at all times.
 2. **CMAR Contractor** shall not take any direction, approvals or disapprovals from inspectors.
 3. **CMAR Contractor** shall not rely on inspectors to ensure Work is completed in accordance with Contract Documents.
 4. Acts of omissions of any inspector (including without limitation inspector's failure to observe or report deficiencies in **CMAR Contractor's** Work) shall not relieve **CMAR Contractor** for responsibility to complete Work in accordance with Contract Documents.

1.06 DEFERRED APPROVAL

- A. Where noted in the Contract Documents, certain items of materials and/or systems may require deferred approval pending submittals of shop drawings. For these items, **CMAR Contractor** shall submit details and structural calculations for anchorage, to comply with State of California Code of Regulations Title 24, table T17-23-J. Calculations shall be made by a licensed Structural Engineer registered in the State of California.

PART II - PRODUCTS – Not Applicable to this Section

PART III - EXECUTION – Not Applicable to this Section

END OF SECTION 01 41 00

SECTION 01 41 72

STORM WATER POLLUTION PREVENTION

PART I - GENERAL

1.01 APPLICABILITY

- A. Construction projects resulting in land disturbance of one acre or more: CMAR Contractor shall apply for coverage under the Construction General Permit, Waste Discharge Requirements Order No. ##### DWQ (National Pollutant Discharge Elimination System (NPDES) Permit No. CA##### prior to commencement of construction activities. The document is available from the State Water Resources Control Board website at http://www.swrcb.ca.gov/water_issues/programs/stormwater/constpermits.shtml

1.02 SCOPE

- A. Discharge of pollutants (any substance, material, or waste other than clear, uncontaminated storm water) from the project into the storm drain system is strictly prohibited by the Central Valley Regional Water Quality Control Board's (RWQCB) Water Quality Control Plan (Basin Plan).
- B. CMAR Contractor shall provide all material, labor, equipment for installation, implementation, and maintenance of all Storm Water Pollution Prevention measures. This work includes the following:
1. Provide, place, and install effective measures for preventing runoff of soil, silts, gravel, hazardous chemicals or other materials prohibited by the Central Valley RWQCB from entering the storm water drainage system.
 2. Management of on-site construction materials in such a manner as to prevent said materials from contacting storm water or wash water and running off into the storm drain system.
 3. Complying with applicable standards and regulations specified herein.
 4. Maintain the most current revised Storm Water Pollution Prevention Plan (SWPPP) at the Design-Builder's work site in hard copy. An electronic copy of the original and each revision shall be forwarded to the **Owner's** Representative.
 5. Review any changes in the SWPPP plan each week at the weekly meetings with **Owner's** Representative and others. At each weekly meeting, the CMAR Contractor shall submit a numbered checklist of the current status of each prevention measure on the job site.
 6. Installation of Post-Construction Best Management Practices (BMPs) in accordance with California Stormwater Quality Association's (CASQA's) *New Development and Redevelopment Stormwater Best Management Practice Handbook* and *Municipal Stormwater Best Management Practice Handbook*.
- C. In this section, the term "storm drain system" shall include storm water conduits, storm drain inlets and other storm drain structures, street gutters, channels, ditches, and the Arboretum waterway.
- D. Sanitary sewer discharge regulations are intended to provide protection of the sanitary sewer system. In this section, "sanitary sewer" shall include any sanitary sewer manhole, clean out, sewer laterals or other connection to the WWTP.

- E. CMAR Contractor shall have storm water pollution prevention measures in place and conduct inspections year-round. It is the responsibility of the CMAR Contractor to be prepared for a rain event in the non-rainy season, and to be aware of weather predictions. The **Owner** is not responsible for informing the CMAR Contractor of rain predictions.
- F. Sanitary sewer blockages can result in a back-up and discharge to the storm drain system. CMAR Contractor shall immediately notify the **Owner's** Representative if they become aware of a clogged sanitary sewer associated with the project.
- G. CMAR Contractor shall not allow any non-storm water from the project to enter the storm drain system. Examples of non-storm water include water used for dust suppression, pipe flushing and testing, and domestic supply water used to wash streets, painting and drywall equipment, vehicles, or other uses. CMAR Contractor shall immediately notify the **Owner's** Representative if they become aware of non-storm water entering the storm drain system.
- H. Water resulting from de-watering an excavation may be discharged to a storm drain only if it is free of pollutants, including sediment. CMAR Contractor shall use methods such as a settling basin or filter to ensure that dewatering discharges are free of pollutants.
- I. All permanent structural and nonstructural control measures that are planned for the project to control pollutants in storm water discharges after construction is completed shall be delineated on a post-construction BMP Map. In this section "post-construction BMPs" shall include features designed to minimize pollutant discharges to the storm drain system such as bioswales, rain gardens, bioretention basins, and permeable pavement. CMAR Contractor shall provide operation and maintenance manuals for post-construction storm water management controls installed as part of this project.

1.03 REGULATIONS AND STANDARDS

- A. CMAR Contractor shall comply with the following applicable regulations:
 - 1. Clean Water Act, United States Environmental Protection Agency, and Porter-Cologne Water Quality Control Act, State of California.
 - 2. Central Valley Basin (Region 5) Water Quality Control Plan (Basin Plan), California Regional Water Quality Control Board, 1998 Edition including revisions.
 - 3. Construction General Permit, Waste Discharge Requirements Order No. 2009-0009 DWQ (National Pollutant Discharge Elimination System (NPDES) Permit No. CAS000002). This Order is referred to as the Construction General Permit (CGP).
 - 4. Small Municipal Separate Storm Sewer System (MS4) General Permit, Waste Discharge Requirements Order No. 2013-0001-DWQ NPDES Permit No. CAS 000004. WDID # 5S57M200002
- B. CMAR Contractor shall comply with the following standards and guidelines on storm water pollution prevention:
 - 1. California Stormwater Quality Association (CASQA) - Construction BMP Handbook Portal. This document is available for a fee from the CASQA website at <http://www.casqa.org/>

1.04 QUALITY ASSURANCE

- A. Storm Water Pollution Prevention Plan (SWPPP) shall be prepared and certified in accordance with the CGP.

- B. Qualified SWPPP Practitioner (QSP) shall oversee the implementation of all BMPs, monitoring, inspections and reports required by the Construction General Permit.

1.05 SUBMITTALS

- A. Submittals shall comply with requirements specified in Section 01 33 00 Shop Drawings, Product Data and Samples. All submittals listed below shall be submitted to the **Owner's** Representative 21 days prior to groundbreaking to allow for review and acceptance by the **Owner** representative. No site-work may occur prior to review and certification of the submittals.
- B. Construction projects resulting in land disturbance of one acre or more shall submit Permit Registration Documents (PRDs) and a Post-Construction BMP Map. PRDs shall be electronically submitted [21] days prior to commencement of construction activity using the State Water Resources Control Board's Storm Water Multi-Application Report Tracking System (SMARTS) at <http://smarts.waterboards.ca.gov/smarts/faces/SwSmartsLogin>. CMAR Contractor must register as a Data Submitter in SMARTS and provide their user ID# to the **Owner's** Representative prior to uploading PRDs. The following information shall be submitted and must be deemed complete by SMARTS, before a WDID number will be issued confirming coverage under the General Construction Permit.
- C. The Post-Construction BMP Map shall be submitted electronically to the Owner Representative with the initial PRDs. The Post-Construction BMP Map shall identify the storm water drainage patterns, drainage management areas, final impervious surfaces, vegetated areas, and all post- construction BMPs.
- D. Initial Permit Registration Documents (PRDs):
 - 1. Notice of Intent (NOI)
 - 2. Risk Assessment (Construction Site Sediment and Receiving Water Risk Determination): The CMAR Contractor shall comply with additional permit requirements which are based on the outcome of the construction project risk determination. These requirements are outlined in the Construction General Permit (CGP).
 - 3. Site Map
 - 4. Storm Water Pollution Prevention Plan (SWPPP) including a Construction Site Monitoring Program (CSMP) shall be certified by a Qualified SWPPP Developer (QSD) and shall meet the minimum criteria using the SWPPP template in Section 2, Appendix B of the CASQA - Construction BMP Handbook Portal available at <http://www.casqa.org/>. The SWPPP must contain all required elements specified in the CGP.
 - 5. **Owner's** Representative will secure the Annual Permit Fee which is payable to the SWRCB.
- E. Additional PRD Requirements:
 - 1. The Annual Report is due by August 15th of each year. The reporting period is July 1st to June 30th.
 - (a) Submittal of the report is completed by filling out the Annual Report form in the SMARTS on-line reporting system.
 - (b) Records of all inspections and training shall be submitted to the **Owner's** Representative with the Annual Report.
 - 2. Notice of Termination (NOT) required within 90 days of when construction is complete.

The NOT shall include the following documentation.

- (a) Photos showing final site stabilization;
 - (b) Annual Report for the final reporting period up to the point of when construction was completed.
 - (c) Post-Construction Water Balance Calculation. The CMAR Contractor shall perform a post- construction assessment using the SMARTS Construction General Permit post-construction calculator for all non-LUP projects which increase the area impervious surface from pre-project conditions. The NOT shall only be submitted if the post-project Runoff Volume minus Volume Credits are equal or less than the Pre-Project.
 - (d) Operation and Maintenance Plan for all post-construction BMPs and identification of the campus department responsible for implementation.
- F. Site work shall not commence until the initial Permit Registration Documents (PRDs) have been electronically submitted to the State Water Resources Control Board's Storm Water Multi- Application Report Tracking System (SMARTS) and a WDID number has been issued to confirm coverage under the Construction General Permit. PRDs will be reviewed and certified by the **Owner** representative.

1.06 TRAINING REQUIREMENTS

- A. A certified Qualified SWPPP Developer (QSD) shall write, amend and certify SWPPPs.
- B. A certified Qualified SWPPP Practitioner (QSP) shall oversee all BMPs installation and monitoring required by the CGP.
 - 1. The CMAR Contractor shall ensure that all staff installing BMPs and conducting site monitoring are trained by a QSP on at least an annual basis. Training documentation shall be retained in the SWPPP.

PART II – PRODUCTS

2.01 MATERIAL

- A. General: Provide materials as required for execution of the work.

PART III - EXECUTION

3.01 GENERAL

- A. The CMAR Contractor shall ensure that the SWPPP is current. Any change to schedule or project size shall be updated in SMARTS within 30 days of the increase to total disturbed acreage for projects greater than 1 acre.

3.02 SWPPP TOPICS

- A. The CMAR Contractor shall be responsible for the implementation of the SWPPP in accordance with the CGP and/or the SWMP until an NOT has been filed, or the Notice of Construction Project Completion Form has been submitted.

- B. Inspections shall be performed weekly, pre-storm, post-storm and at least once each 24-hour period during qualifying storm events by the QSP or a trained representative of the QSP. Non- storm water discharge observations shall be performed quarterly. A qualifying storm event has a 50 percent or greater probability of precipitation. Repairs and design changes to BMPs shall be implemented within 72 hours of identification.
- C. Installation of all post-construction BMPs shall be in accordance with CASQA's *New Development and Redevelopment Stormwater Best Management Practice Handbook* and *Municipal Stormwater Best Management Practice Handbook*.
- D. Retention of Records - All required storm water records must be maintained by the discharger for 3 years from the date the Notice of Termination (NOT) was approved by the RWQCB. CMAR Contractor shall provide copies of stormwater documents, inspections and reports to the **Owner's** representative at project completion.

3.03 ENVIRONMENTAL ENFORCEMENT

- A. The Central Valley RWQCB has authority to enforce, through codified regulations, any portions of this Section that may violate applicable regulations. Agency enforcement may include but is not limited to: citations, orders to abate, bills for cleanup costs and administration, civil suits, and criminal charges. Contract compliance action by the **Owner** shall not be construed to void or suspend any enforcement actions by these or other regulatory agencies.
- B. CMAR Contractor shall notify the **Owner's** Representative within 24 hours after issuance of any citation(s) issued by any regulatory agency and shall be responsible for all fines and costs necessary to correct the conditions listed in the citation(s) to include all legal fees and **Owner** expenses.

END OF SECTION 01 41 72

SECTION 01 42 00

REFERENCES

PART I - GENERAL

1.01 SECTION INCLUDES

- A. Definitions and terms used in Contract Documents
- B. Reference Standards used in Contract Documents
- C. Common abbreviations and acronyms which may be used in Contract Documents

1.02 RELATED SECTIONS

- A. Section 014100 – Regulatory Requirements

1.03 DEFINITIONS OF TERMS

- A. Basic Contract Definitions: Words and terms governing the Work are defined in the General Conditions of the Contract, provided in the Contract Documents.
- B. Additional words and terms are used in the Drawings and Specifications and are defined as follows:
 - 1. Applicable: As appropriate for the particular condition, circumstance or situation.
 - 2. Approve (d): Used in conjunction with action on submittals, applications, and requests, is limited to duties and responsibilities stated in the General Conditions. Approvals shall only be valid if obtained in writing and shall not apply to matters regarding the means, methods, techniques, sequences and procedures of construction. Approval shall not release **CMAR Contractor** from responsibility to fulfill Contract requirements.
 - 3. And/or: If used, shall mean that either or both items so joined are required.
 - 4. By others: Work on the project that is outside the scope of Work to be performed under the Contract, but that will be performed by Owner, separate **Contractors** or other means.
 - 5. **Contractor-Furnished/Owner-Installed (CFOI)**: Items, systems or equipment purchased by the **CMAR Contractor** as part of the project and handed over to the Owner for installation.
 - 6. Construction Site: Same as site.

7. Directed: As instructed by Owner or Owner's Representative, in writing, regarding matters other than the means, methods, techniques, sequences and procedures of construction. Terms such as "directed", "requested", "authorized", "selected", "approved", "required", and "permitted" mean "directed by Owner's Representative", requested by Owner's Consultant" or Owner's Representative and similar phrases. No implied meaning shall be interpreted to extend the Owner's Representative responsibility into **CMAR Contractor's** supervision of construction.
8. Equal or Equivalent: As determined by the Owner's Consultant as being of the same quality, appearance, utility, durability, finish, function, suitability, and performance.
9. Furnish: Means "supply and deliver, ready for unloading, unpacking, assembly, installation, and similar operations".
10. Indicated: Refers to graphic representations, notes or schedules on Drawings, or Paragraphs or Schedules in Specifications, and similar requirements in Contract Documents. Where terms such as "shown", "noted", "scheduled", and "specified" are used, it is to help locate the reference.
11. Install: Describes operations at the site including unloading, unpacking, assembly, erection, anchoring, applying, working to dimension, protecting, cleaning, and similar operations.
12. Installer: "Installer" is the **CMAR Contractor**, or an entity engaged by the **CMAR Contractor**, as an employee, sub-contractors, or sub—sub-contractors for performance of a particular construction activity, including installation, erection, application, and similar operations. Installers are required to be experienced in the operations they are engaged to perform.
 - a. Experienced Installer: The term "experienced", when used with "installer" means having a minimum of five (5) previous Projects similar in size to this Project, and familiar with the precautions required, and with requirements of the authority having jurisdiction.
13. Jobsite: Same as site.
14. Necessary: as determined in the professional judgement of the Owner Representative through the Owner's Consultant as being necessary for the Work, in conformance with the requirements of the Contract Documents, and excluding matters regarding the means, methods, techniques, sequences and procedures of construction.
15. Noted: Same as indicated.
16. Owner-Furnished/**CMAR Contractor**-Installed (OFCI): Item, system or equipment furnished by Owner at its cost and installed by the **CMAR Contractor** as part of the Work.
17. Per: In accordance with or in compliance with.
18. Products: Materials, systems or equipment.
19. Project site: Same as site.

20. Proper: As determined by the Owner's Representative as being proper for the Work, excluding matters regarding the means, methods, techniques, sequences and procedures of construction, which are solely the **CMAR Contractor's** responsibility to determine.
21. Provide: Means "furnish and install, complete and ready for use".
22. Regulation: Includes laws, ordinances, statutes and lawful orders issued by authorities having jurisdiction, and rules, conventions and agreements within the construction industry that control performance of the Work, whether lawfully imposed by authorities having jurisdiction or not.
23. Required:
 - a. As required by regulatory requirements of governing authorities.
 - b. As required by referenced standards.
 - c. As required by existing job conditions.
 - d. As generally provided by accepted construction practices of the locale.
 - e. As indicated on the Drawings and in the Specifications.
 - f. As otherwise required by the Contract Documents.
24. Scheduled: Same as indicated.
25. Selected: As selected by Owner's Representative or Owner's Consultant from the full national product selection of the manufacturer, unless otherwise specifically limited in the Contract Documents to a particular quality, color, texture or price range.
26. Shown: Same as indicated.
27. Site: Same as Site of the Work or Project Site; the area or areas or spaces occupied by the Project and including adjacent areas and other related areas occupied or used by the **CMAR Contractor** for construction activities, either exclusively or with others performing other construction on the Project. The extent of the Project Site is shown on the Drawings and may or may not be identical with the description of the land upon which the Project is to be built.
28. Testing Laboratories: Same as Testing and Inspection Agency.
29. Testing and Inspection Agency: An independent entity engaged to perform specific inspections or tests, at the Project Site or elsewhere, and to report on, and, if required, to interpret, results of those inspections or tests.
30. Owner-Furnished/**CMAR Contractor**-Installed (OFCI): Same as Owner-Furnished/**CMAR Contractor**-Installed.

1.04 REFERENCE STANDARDS

- A. References: The Drawings and Specifications contain references to various standards, standard specifications, codes, practices and requirements for products, execution, tests, and inspections. These reference standards are published and issued by the agencies, associations, organizations and societies listed in this Section or identified in individual Sections of the Specifications.
- B. Relationship to Drawings and Specifications: Such references are incorporated into and made a part of the Drawings and Specifications to the extent applicable.
- C. Referenced grades, Classes and Types: Where an alternative or optional grade, class or type of product or execution is included in a reference but is not identified in the Drawings or Specifications, provide the highest, best and greatest of the alternatives or options for the intended use and prevailing conditions.
- D. Copies of Reference Standards:
 - 1. Reference standards are not furnished with the Drawings and Specifications. It is the responsibility of the **CMAR Contractor**, Sub-Contractors,, manufacturers, suppliers, trades and crafts to be familiar with these generally recognized standards of the construction industry.
- E. Jobsite Copies:
 - 1. **CMAR Contractor** shall obtain and maintain at the Project site copies of reference standards identified on the Drawings and in the Specifications in order to properly execute the Work.
- F. Edition Date of References:
 - 1. When an edition or effective date of a reference is not given, it shall be understood to be the current edition or latest revision published as of the date of the Contract.
 - 2. All amendments, changes, errata, and supplements as of the effective date shall be included.
- G. ASTM and ANSI References: Specifications and Standards of the American Society for Testing and Materials (ASTM) and the American National Standards Institute (ANSI) are identified in the Drawings and Specifications by abbreviation and number only and may not be further identified by title, date, revision or amendment. It is the responsibility of the **CMAR Contractor** to be familiar with and have access to these nationally, and industry recognized specifications and standards.

1.05 ABBREVIATIONS & ACRONYMS

- A. Abbreviations and Names: Where acronyms or abbreviations are used in the Specifications or other Contract Documents, they mean the recognized name of the trade association, standards generating organization, authority having jurisdiction or other entity applicable.
- B. Refer also to the "Encyclopedia of Associations", published by Gale Research Co., available in most libraries.
- C. The following are commonly used abbreviations which may be found on Contract Drawings and in Contract Specifications:

AA	Aluminum Association
AAA	American Arbitration Association
AAC	Architectural Anodizers Council
AABC	Associated Air Balance Council
AAMA	American Architectural Manufacturers Association
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
ACPA	American Concrete Pumping Association
ADA	Americans with Disabilities Act
ADC	Air Diffusion Council
AFSA	American Fire Sprinkler Association
AGA	American Galvanizers Association (formerly AHDGA)
AGA	American Gas Association
AGC	Associated General Contractors of American
AI	Asphalt Institute
AIA	American Institute of Architects
AIMA	Acoustical and Insulation Materials Association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AMCA	Air Movement and Control Association International
ANSI	American National Standards Institute
APA	Engineered Wood Association (formerly American Plywood Association)
APWA	American Public Works Association
ARMA	Asphalt Roofing Manufacturers Association
ASAC	American Subcontractors Association of America
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air-Conditioning Engineers
ASLA	American Society of Landscape Architects
ASME	American Society of Mechanical Engineers
ASNT	American Society for Nondestructive Testing
ASPE	American Society of Plumbing Engineers
ASTM	American Society for Testing and Materials
AWI	Architectural Woodwork Institute
AWPA	American Wood Preservers' Association
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association
BOC	Board of Corrections
CABO	Council of American Building Officials
CAC	California Administrative Code (see California Code of Regulations (CCR))
CAL/OSHA	State of California Construction Safety Orders
CBC	California Building Code
CCR	California Code of Regulations
CEC	California Electrical Code
CFC	California Fire Code
CFR	Code of Federal Regulations
CIMA	Construction Industry Manufacturers Association
CISPI	Cast Iron Soil Pipe Institute
CLFMI	Chain Link Fence Manufacturers' Institute
CMC	California Mechanical Code
CPC	California Plumbing Code
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
CTIOA	Ceramic Tile Institute of America, Inc.
DHI	Door and Hardware Institute
DSA	Division of the State Architect
EJMA	Expansion Joint Manufacturers Association
FGMA	Flat Glass Marketing Association
FM	Factory Mutual Research Organization
FS	Federal Specification (from GSA)
GA	Gypsum Association
GSA	General Services Administration
HCAI	Department of Health Care Access and Information (State of California)
IAPMO	International Association of Plumbing and Mechanical Officials
IEEE	Institute of Electrical and Electronics Engineers, Inc.
ISO	International Organization for Standardization
MIA	Masonry Institute of America
ML/SFA	Metal Lath/Steel Framing Association

MM	State of California, Business and Transportation Agency, Department of Transportation, "Materials Manual"
MSS	Manufacturers Standardization Society of the Valve and Fittings Industry
NAAMM	National Association of Architectural Metal Manufacturers
NEC	National Electrical Code
NECA	National Electrical Contractors Association
NEMA	National Electrical Manufacturers Association
NFC	National Fire Code
NFPA	National Fire Protection Association
NFSA	National Fire Sprinkler Association
NGA	National Glass Association
NIBS	National Institute of Building Sciences
NIST	National Institute of Standards and Technology
NPCA	National Precast Concrete Association
NRCA	National Roofing Contractors Association
NSC	National Safety Council
NSF	National Sanitation Foundation
NSPE	National Society of Professional Engineers
NTMA	National Terrazzo and Mosaic Association
NWMA	National Woodwork Manufacturers Association
OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association
PCI	Precast/Prestressed Concrete Institute
PDCA	Painting and Decorating Contractors of America
PDI	Plumbing and Drainage Institute
PS	Product Standard (U.S. Department of Commerce)
RIS	Redwood Inspection Service
SDI	Steel Deck Institute
SFM	State Fire Marshal (California)
SFPE	Society of Fire Protection Engineers
SGCC	Safety Glazing Certification Council
SIGMA	Sealed Insulating Glass Manufacturers Association
SJI	Steel Joist Institute
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SSPC	Society for Protective Coatings (Steel Structure Painting Council)
SSPWC	Standard Specifications for Public Works Construction
SWRI	Sealant, Waterproofing and Restoration Institute
TCA	Tile Council of America
TJC	The Joint Commission
UBC	Uniform Building Code
UFC	Uniform Fire Code
UL	Underwriters Laboratories, Inc.
UMC	Uniform Mechanical Code
UPC	Uniform Plumbing Code
USS	United States Standard
WCLIB	West Coast Lumber Inspection Bureau
WIC	Woodwork Institute of California
WWPA	Western Wood Products Association

- D. Words and terms not otherwise specifically defined in this Section or in the Contract Documents, shall be as customarily defined by trade or industry practice, by reference standard and by specialty dictionaries such as Dictionary of Architecture and Construction (Cyril M. Harris, McGraw-Hill Educational; 4th Edition, September 5, 2005).
- E. Additional abbreviations, used on the Drawings, are listed thereon.

PART II - PRODUCTS – Not Applicable to this Section

PART III - EXECUTION – Not Applicable to this Section

END OF SECTION 01 42 00

SECTION 01 45 00

QUALITY CONTROL

PART I - GENERAL

1.01 SECTION INCLUDES

- A. **CMAR Contractor's** Quality Control
- B. Quality of the Work
- C. Inspections and tests by governing authorities
- D. Inspections and tests by serving utilities
- E. Inspections and tests by manufacturer's representatives
- F. Inspections and Independent testing and Inspection Laboratories/Agencies
- G. **CMAR Contractor's** responsibilities in inspections and tests
- H. **CMAR Contractor's** responsibilities regarding the Owner's testing laboratory
- I. Test reports
- J. Geotechnical engineer

1.02 RELATED SECTIONS

- A. Section 013100 – COORDINATION
- B. Section 014100 – REGULATORY REQUIREMENTS: Compliance with applicable codes, ordinances and standards.
- C. Section 014550 – INSPECTION and TESTING of WORK
- D. Section 016100 – PRODUCT REQUIREMENTS: Product Options, substitutions, transportation and handling requirements, storage and protection requirements, and system completeness requirements.

1.03 **CMAR CONTRACTOR'S QUALITY CONTROL**

- A. **CMAR Contractor's** Quality Control: **CMAR Contractor** shall ensure that products, services, workmanship and site conditions comply with requirements of the Contract Documents by coordinating, supervising, testing and inspecting the Work and by utilizing only suitably qualified personnel.
- B. Quality Requirements: Work shall be accomplished in accordance with quality requirements of the Contract Documents, including, by reference, all Codes, laws, regulations and standards. When no quality basis is prescribed, the quality shall be in accordance with the best-accepted practices of the construction industry for the locale of the Project, for projects of this type.

- C. Quality Control Personnel: **CMAR Contractor** shall employ and assign knowledgeable and skilled personnel as required by contract or necessary if not prescribed to perform quality control functions to ensure the Work is provided as required.

1.04 QUALITY OF THE WORK

- A. Quality of Products: Unless otherwise indicated or specified, all products shall be new, free of defects and fit for the intended use.
- B. Quality of Installation: All Work shall be produced plumb, level, square and true, or true to indicated angle, and with proper alignment and relationship between the various elements and adjacent construction.
- C. Protection of Completed Work: Take all measures necessary to preserve completed Work free from damage, deterioration, soiling and staining, until Acceptance by Owner.
- D. Standards and Code Compliance and Manufacturer's Instructions and Recommendations: Unless more stringent requirements are indicated or specified, comply with manufacturer's instructions and recommendations, reference standards and building code research report (ICC) requirements in preparing, fabricating, erecting, installing, applying, connecting and finishing Work.
- E. Deviations from Standards and Code Compliance and Manufacturer's Instructions and Recommendations: Document and explain all deviations from reference standards and building code research report requirements and manufacturer's product installation instructions and recommendations, including acknowledgement by the manufacturer that such deviation is acceptable and appropriate for the Project.
- F. Verification of Quality: Work shall be subject to verification of quality by Owner's Representative and Owner's Consultant in accordance with provisions of the General Conditions of the Contract.
 - 1. **CMAR Contractor** shall cooperate by making Work available for inspection by Owner's Representative, Owner's Consultant or their designated representatives.
 - 2. Such verification may include mill, plant, shop, or field inspection as required.
 - 3. Provide access to all parts of the Work, including plants where materials or equipment are manufactured, fabricated or stored.
 - 4. Provide all information and assistance as required, including that by and from subcontractors, fabricators, materials suppliers and manufacturers, for verification of quality by Owner's Representative or Owner's Consultant.
 - 5. Contract modifications, if any, resulting from such verification activities shall be governed by applicable provisions in the General Conditions of the Contract.
- G. Observations by Owner's Consultants: Periodic and occasional observations of the Work in progress will be made by Owner's Consultant and their consultants as deemed necessary to review progress of Work and general conformance with design intent.

- H. Limitations on Inspections, Tests and Observations: Neither employment of independent testing and inspection agencies nor observations by Owner's Consultant and their consultants shall relieve **CMAR Contractor** of obligation to perform Work in full conformance to all requirements of Contract Documents.
 - I. Acceptance and Rejection of Work: Owner's Representative reserves the right to reject all Work not in conformance to the requirements of the Contract Documents.
 - 1. If initial tests or inspections made by Owner's Testing Laboratory or Geotechnical Engineer reveal any portion of the Work fails to comply with Contract Documents, or if it is determined that any portion of Work requires additional testing or inspection, additional tests and inspections shall be made as directed by Owner's Representative.
 - 2. If such additional tests or inspections establish such portions of the Work comply with Contract Documents, all costs of such additional testing or inspection will be paid by Owner.
 - 3. If such additional tests or inspections establish such portions of the Work fail to comply with Contract Documents, all costs of such additional tests and inspection shall be deducted from the Contract sum.
 - J. Correction of Non-conforming Work: Non-conforming Work shall be modified, replaced, repaired or redone by **CMAR Contractor** at no change in the Contract Sum or Contract time.
 - K. Acceptance of Non-Conforming Work: Acceptance of non-conforming Work, without specific written acknowledgement and approval of Owner shall not relieve **CMAR Contractor** of the obligation to correct such Work.
 - L. Contract Adjustment for Non-conforming Work: Should Owner or Owner's Consultants determine it is not feasible or in Owner's interest to require non-conforming Work to be repaired or replaced, an equitable reduction in Contract Sum shall be made by agreement between Owner and **CMAR Contractor**. If equitable reduction in Contract Sum cannot be agreed upon, a Directed Change Order will be issued and the amount in dispute resolved in accordance with applicable provisions of the General Conditions of the Contract.
- 1.05 INSPECTIONS AND TESTS BY GOVERNING AUTHORITIES
- A. Regulatory Requirements for Testing and Inspection: Comply with California Building Code (CBC) requirements and all other requirements of governing authorities having jurisdiction.
 - B. Inspections and tests by governing Authorities: **CMAR Contractor** shall cause all tests and inspections required by governing authorities having jurisdiction to be made for Work under this Contract.
 - 1. Such authorities include Owner's Building Inspection (code compliance), Fire Marshal's office and similar agencies.

1.06 INSPECTIONS AND TESTS BY SERVING UTILITIES

- A. Inspections and Tests by Serving Utilities: **CMAR Contractor** shall cause all tests and inspections required by serving utilities to be made for Work under this Contract. Scheduling, conducting and paying for such inspections shall be solely the **CMAR Contractor's** responsibility.

1.07 INSPECTIONS AND TEST BY MANUFACTURER'S REPRESENTATIVES

- A. Inspections and Tests by Manufacturer's Representatives: **CMAR Contractor** shall cause all tests and inspections specified to be conducted by materials or systems manufacturers, to be made. Additionally, all tests and inspections required by materials or systems manufacturers as condition of warranty or certification of Work shall be made, the cost of which shall be included in the Contract Sum. Manufacturer's Representatives shall provide a PDF electronic report indicating but not limited to work or materials that are missing, not installed correctly, damaged or need correction. Manufacturer's Representatives shall issue a final PDF electronic report once all work and materials are installed correctly, functioning and in compliance with the Manufacturer's Warranty.

1.08 INSPECTION BY INDEPENDENT TESTING AND INSPECTION LABORATORIES

- A. Definitions:
1. The term "Owner's Testing Laboratory" means a testing laboratory retained and paid for by Owner for the purpose of reviewing material and product reports, performing material and product testing and inspection, and other services as determined by Owner.
- B. Owner will select an independent testing and inspection laboratory or agency to conduct tests and inspections as called for in the Contract Documents and as required by governing authorities having jurisdiction.
1. Responsibility for payment for tests and inspection shall be as indicated in the schedule below. All time and costs for **CMAR Contractor's** services related to such tests and inspections shall be included in Contract Time and Contract Sum.
- C. **CMAR Contractor** shall notify Owner, and if directed by Owner's Representative testing and inspection laboratory, when Work is ready for specified tests and inspections.
- D. **CMAR Contractor** shall pay for all additional charges by testing and inspection agencies and governing authorities having jurisdiction due to the following:
1. **CMAR Contractor's** failure to properly schedule or notify testing and inspection agency or authority having jurisdiction.
 2. Changes in sources, lots or suppliers of products after original tests or inspections.
 3. Changes in means, methods, techniques, sequences and procedures of construction that necessitate additional testing, inspection and related services.

- E. Changes in mix designs for concrete and mortar after review and acceptance of submitted mix design. Test and inspections shall include, but not be limited to, the following:

List the applicable services required, for example:

Material Inspections and Tests		Paid by:
Concrete Reinforcement	Reinforcement Inspection	Owner
	Reinforcement Strength	Owner
Cast in Place	Slump Tests	Owner
	Compressive Strength Tests	Owner
Structural Steel	Welding Inspection	Owner
	High Strength Bolting Inspection	Owner

- F. Test and Inspection Reports: After each inspection and test, one (1) PDF electronic report shall be promptly submitted to Owner's Representative, **CMAR Contractor** and to agency having jurisdiction (if required by code).

1. Reports shall clearly identify the following:
 - a. Date issued
 - b. Project name and Project number
 - c. Identification of product and Specification Section in which Work is specified
 - d. Name of inspector
 - e. Date and time of sampling or inspection was conducted
 - f. Location in Project where sampling or inspection was conducted
 - g. Type of inspection or test
 - h. Date of tests
 - i. Results of tests
 - j. Comments concerning conformance with Contract Documents and other requirements
2. Test reports shall indicate specified or required values and shall include statement whether test results indicate satisfactory performance of products.
3. Samples taken but not tested shall be reported.
4. Test reports shall confirm that methods used for sampling and testing conform to specified test procedures.
5. When requested, testing and inspection agency shall provide interpretations of test results.

6. Verification reports shall be prepared and submitted, stating tests and inspections specified or otherwise required for Project, have been completed and material and workmanship comply with the Contract Documents. Verification reports shall be submitted at intervals not exceeding six (6) months, at Substantial Completion of the Project, and at all times when Work of Project is suspended.

1.09 **CMAR CONTRACTOR RESPONSIBILITIES IN INSPECTIONS AND TESTS**

- A. Tests, inspections and acceptances of portions of the Work required by the Contract Documents or by Applicable Code Requirements shall be made at the appropriate times. Except as otherwise provided, **CMAR Contractor** shall notify Owner's Representative to make arrangements for such tests, inspections and acceptances. **CMAR Contractor** shall give Owner's Representative timely notice of all required inspections as outlined in Specification Section 014550 – INSPECTION and TESTING of WORK, Item 1.05, Scheduling Inspections – Notification Requirements.
- B. If such procedures for testing, inspection or acceptance reveal failure of any portion of the Work to comply with requirements of the Contract Documents, **CMAR Contractor** shall bear all costs made necessary by such failure including those of repeated procedures, including compensation for Owner's Consultant's services and expenses.
- C. If Owner and/or Owner's Consultants are to observe tests, inspections or make acceptances required by the Contract Documents, Owner and/or Owner's Consultant will do so promptly and, where practicable, at the normal place of testing.
- D. Cooperate with testing and inspection agency personnel, Owner, Owner's Consultant's and their consultants. Provide access to Work areas and off-site fabrication and assembly locations, including during weekends and after normal work hours.
- E. Provide incidental labor and facilities to provide safe access to Work to be tested and inspected, to obtain and handle samples at the Project site or at source of products to be tested, and to store and cure test samples.

1.10 **CMAR CONTRACTOR RESPONSIBILITIES REGARDING OWNER TESTING LABORATORY**

- A. Secure and deliver to Owner's Testing Laboratory adequate quantities of representative samples of materials proposed for use as specified.
- B. Submit to Owner's Representative the preliminary design mixes proposed for concrete and other materials, which require review, by Owner's Consultants and/or Owner's Testing Laboratory.
- C. Submit copies of product test reports as specified.

1.11 **TEST REPORTS**

- A. Owner's Testing Laboratory shall submit one (1) PDF electronic copy of all reports to the Owner's Representative, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
- B. Owner will distribute one (1) PDF electronic copy of the reports to Owner's Consultants and **CMAR Contractor**.

1.12 GEOTECHNICAL ENGINEER

- A. Owner will retain and pay the expense of a Geotechnical Engineer to perform inspection, testing and observation functions specified by Owner for construction phase. The **CMAR Contractor** Geotechnical Engineer will be responsible for developing the geotechnical report including but not limited to boring, structural recommendations, etc. as required for the design and permitting.

PART II - PRODUCTS – Not Applicable to this Section

PART III - EXECUTION – Not Applicable to this Section

END OF SECTION 01 45 00

SECTION 01 45 50

INSPECTION AND TESTING OF WORK

PART I - GENERAL

1.01 SECTION INCLUDES

- A. Project Inspections and Procedures
- B. Scheduling Inspectors – Notification requirements

1.02 RELATED SECTIONS

- A. Section 013100 – COORDINATION
- B. Section 013200 – CONTRACT SCHEDULES
- C. Section 013500 – SPECIAL PROCEDURES
- D. Section 014100 – REGULATORY REQUIREMENTS
- E. Section 014500 – QUALITY CONTROL

1.03 DEFINITIONS

- A. IOR: Inspector-of-Record
- B. FM: Fire Marshal
- C. TL: Testing Laboratory

1.04 PROJECT INSPECTIONS AND TESTING PROCEDURES

- A. Inspections: The following inspections will be requested on this project, as appropriate. Also see Part 3 for additional inspection items or Part 3
 - 1. Inspections required by the California Building Code
 - 2. Inspections listed on the Testing, Inspection and Observation (Special Inspections)
 - 3. Final inspections

- B. Procedures: Owner's Representative shall be the **CMAR Contractor's** contact for all inspection requests. **CMAR Contractor** shall fill out Inspection Request Form for all inspections.
 - 1. **CMAR Contractor** shall properly plan and coordinate inspection requests. Schedule delays caused by **CMAR Contractor's** failure to plan and/or coordinate inspection requests will not be considered for adjustments to Contract Time or Contract Sum.
 - 2. A complete set of stamped and approved Contract Drawings and Contract Specifications, including applicable shop drawings and building permit shall be available on site for review by the Inspector-of-Record. The **CMAR Contractor**, Subcontractors and other responsible parties shall be present during inspection walk-throughs. All areas of project scope shall be ready and accessible for inspection. **CMAR Contractor** shall provide access equipment as applicable for the inspector's needs.
 - 3. A complete set of codes referred to in the approved plans must be maintained on the job at all times.
 - 4. **CMAR Contractor** shall submit verified compliance reports as outlined in the California Administrative Code, Section 7-151.

1.05 SCHEDULING INSPECTIONS –NOTIFICATION REQUIREMENTS

- A. Advance Inspection Notification: Owner's Representative for this project requires the following advance notifications to schedule appropriate inspection agencies at the project site.
 - 1. IOR Inspection Request Notification: Twenty-four (24) hours. Note: Inspection requests received by 2:00 PM will be scheduled for next day inspection. Inspection requests received after 2:00 PM will be scheduled for the following day; (example: Inspection request received at 2:01 PM on a Monday would be scheduled for inspection on Wednesday). Weekend and off-hours inspection requests will be scheduled on a case-by-case basis with a minimum of seventy-two (72) hour inspection request notification.
 - 2. Testing Laboratory Inspections: Forty-eight (48) hours.
 - a. All testing laboratory and testing procedures must be scheduled by Owner's Representative. Inspections and/or testing directly scheduled by **CMAR Contractor** will not be accepted.
 - b. **CMAR Contractor** will bear all costs associated with unauthorized inspections and testing.
 - 3. Fire Marshal Inspection Request Notification: Seven calendar days.

- B. Methods of Inspection Notification:
 - 1. All inspection notifications shall be in writing using inspection forms located at back of this Section. Incomplete forms will be returned as non-compliant, and no inspection will be scheduled until all required inspection information is provided.
 - 2. Emailed inspection requests will be accepted. Owner's Representative email address is TBD Notification time begins from the date and stamp of the email, provided it is sent during normal business hours. Emailed inspection requests sent after normal business hours and/or received on non-normal workdays, as defined in Specification Section 013100 – COORDINATION, paragraph 1.07.F.4.A will begin notification time starting at 7:00 AM the following normal business day.
- C. Off-hours Inspection Requests: **CMAR Contractor** shall provide time windows for all off-hour or other than normal work hour inspections. Owner's Representative shall have final authority in setting times of off-hour inspections.
- D. Re-inspections:
 - 1. More than two (2) re-inspections: The cost of re-inspections of the same work, more than twice, shall be deducted from Contract Sum. Owner will provide itemized invoice for **CMAR Contractor's** records.
 - 2. Work unprepared for inspection: Re-inspections of the same work scheduled by **CMAR Contractor**, but not ready for inspection will be identified as a re-inspection.

PART II - PRODUCTS – Not Applicable to this Section.

PART III - EXECUTION

Note: Part 3 describes typical inspection requirements for each individual inspector's jurisdiction for non-HCAI projects. Part 3 is provided as a reference source for **CMAR Contractor's** use and Scheduling, as applicable. Part 3 is not intended to be all-inclusive and **CMAR Contractor** shall verify actual inspection requirements needed for this project. FIRE DAMPERS (Title 24, Part 2, Chapter 43)

Note: Manufacturer's installation instructions shall be used for inspections and testing.

- A. 1 Hour: IOR test 100%. Fire Marshal tests 100% or as needed.
 - B. 2 Hour: IOR tests 100%. Fire Marshal tests 100%.
 - C. Smoke: IOR tests 100%. Fire Marshal tests 100%.
- 3.02 FIRE SPRINKLERS (Title 24, Part 2, Volume 1, Chapter 9; NFPA Bulletin 13)
- A. Approved drawings shall be on jobsite from start to completion of project.
 - B. Underground pressure test @ 200 psi.
 - C. Fire Marshal to witness installation of underground lines.
 - D. Fire Marshal to witness underground flush prior to connection.

- E. Hydro-test above ground piping @ 200 psi for two (2) hours.
- F. Inspection of hangers, bracing, and seismic joint crossing(s).
- G. Flow alarm test, tamper switch test.
- H. Fire pump test.
- I. Certification by installer (Title 24, Part 9, Article 1006.3.4.2).
- J. Final inspection: signs in place, labeling, fire extinguishing system flow alarm test.

3.03 FIRE ALARM SYSTEM (Title 24; Part 9, Article 1006)

Note: Fire Sprinkler and Fire Alarm systems tests shall be performed in presence of Fire Marshal.

- A. Approved drawings shall be on jobsite from start to completion of project.
- B. Verify Emergency Power source.
- C. Activate all initiating devices.
- D. Certification by installer (Title 24, Part 9, Article 1006.3.4.2).
- E. Complete test of system per Title 24, Part 9, CFC, Article 1003.3.4.1).

3.04 MEANS OF EGRESS (Title 24, Part 2, Volume 1, Chapters 10)

- A. Exit sign/light locations and connected to two (2) sources of power.
- B. Normal Power.
- C. Emergency Electrical System, Life Safety Branch.
- D. Construction - floors, walls, ceilings, penetrations per listings.
- E. Electrical boxes - no back to back, 24 inches horizontal separation (Section 709).
- F. Electrical boxes - 100+ square inches to be wrapped/protected.
- G. Flame Spread, Fuel Contribution and Smoke Density for finishes (Chapter 8).

3.05 EMERGENCY LIGHTING

- A. Generator Test (Title 24, Part 3, Section 700-4; Section 701-5).
- B. Emergency lights - locations (Title 24, Part 2, Volume 1, Chapter 10, Section 1003.2.8.5).

3.06 MECHANICAL CHECKLIST FOR CLOSE-OUT (Title 24, Part 4)

- A. Mechanical Equipment Requirements
 - 1. Access to Equipment (Section 305, 405, 606.5, 815, 2.2.8, 903, 910.8, 1106.3).

2. Labeling of Equipment (Section 307).
 3. Identification of Equipment - Area or Space Served (Section 304.5).
 - B. Mechanical Testing
 1. Air balance completed and reviewed by Mechanical Engineer-of-Record.
 2. Hydronic balance completed and reviewed by Mechanical Engineer-of-Record.
 3. Air and Hydronic reports forwarded to Mechanical Engineer of Record.
 4. Fuel Gas line inspection (Part 4, Section 1406 and Appendix B, Chapter 16).
 - C. Boilers
 1. Boiler – Operating Adjustments and Instructions (Section 1022).
 2. Boiler – Inspections and Tests (Section 1023).
 3. Boiler – Clearances/Permits (Section 1005.0).
 - D. Ducts
 1. Installation - Bracing (Part 4, Section 604.1.4)
 2. Fire Damper test log from IOR (Part 4, Section 606.2).
 3. Fire Damper test by Fire Marshal (Part 4, Chapter 6, Section 606.2).
 4. Smoke Damper and Detector test log from IOR (Including Duct Detector tests).
 5. Smoke Damper and Detector by Fire Marshal.
 - E. HVAC Unit Testing
 1. Verify correct filter types and efficiencies.
 2. Motor Rotation.
 3. Condensate drain tests (Section 310).
 4. Equipment shut down by smoke detectors (duct or space).
- 3.07 PLUMBING CHECKLIST FOR CLOSE-OUT (Title 24; Part 2, Chapter 29; Part 5)
- A. Piping Systems (Title 24, Part 5)
 1. Domestic Water Line Sterilization Test (Title 24, Part 2, Section 609.9; Title 22, Division 4, Chapter 16, Article 5).
 2. Domestic Water System (hot, cold) Pressure test (Title 24, Part 5, 609.4).

3. Natural Gas Pressure Test (Title 24, part 5, Chapter 12, Section 1204).
 4. Vent & Waste System Pressure test (Title 24, Part 5, 712.0).
 5. Hydronic Water Pressure test (Title 24, Part 4 1201.2.8).
- B. Water Heater Testing
1. Water Heater Temperature Test (Domestic).
- 3.08 ELECTRICAL CHECKLIST FOR CLOSE-OUT (Title 24, Part 3, and Part 1, Chapter 7, Section 7- 141, 7-149)
- A. Main Panel/Service
1. Identification and Labeling of Equipment (110-21, 110-22, 230-70).
 2. Grounding test and Certification (250, 250-56).
 3. Ground fault interrupt test adjustment and certification [230-95(c); 517-17(c)].
 4. Emergency power transfer switch test (700-4).
 5. Panel load balance.
- B. Emergency Power and Standby Systems (Article 700 & 701) [Test Logs from IOR]
1. Emergency Generator testing and certification (701-5).
 2. Identification and Labeling of equipment (110-21, 110-22, 517-22).
 3. Lighting and Lighting Levels (517-22).
 4. Receptacles (410L, 517-13, 517-18, 517-19).
 5. Exiting signs and lights [517-32(b), 517-42(b)].
 6. Fire Alarm (760).
- C. General Electrical Requirements
1. Working space/Headroom [Table 110-26(a); 110-33; 110-34].
 2. Circuits and lights tested (410-45).
 3. Receptacle polarity and grounding [200-10(b)].
 4. Isolated ground monitor test [517-160(b)].
 5. Motor load current adjustment.
 6. Identification and Labeling of equipment (110-21; 110-22).

7. Identify circuits (517-19).

D. Miscellaneous Electrical Requirements

1. Test logs from **CMAR Contractor** and Inspector-of-Record.
2. Electrical Engineer-of-Record acceptance of system.
3. Owner In-Service training on Equipment.
4. Equipment Manuals and Instruction to Owner.
5. Warrantees and Equipment Certification.
6. As-Built documents to Owner.

3.09 FIRE MARSHAL INSPECTION REQUIREMENTS

A. Framing Inspections

1. Structural members in fire-resistive construction.
2. Check fireproofing per approved design tested assembly description.

B. Fire-Rated Partition Locations

1. Check for stud and nailing/screwing spacing per approved design tested assembly description.
2. Check for fire blocking in combustible construction.
3. Check for rated door/window frame installation (manufacturer's installation instructions shall be available for review).
4. Check for electrical installation, for example, number and size of electrical boxes, panels, cabinets, etc.
5. Check hangers, seismic bracing for sprinkler piping installation, if applicable (this would be checked during overload pressure test inspection phase of sprinkler system).

C. Close-In Inspections

1. Check fire-blocking and draft stops in combustible construction.
2. Check gypsum board installation in accordance with approved design assembly description for rated assembly.
3. Check integrity of firewall construction where recessed cabinets, panels, excessive electrical/plumbing are installed.

4. Check fire damper installation (manufacturer's installation instructions shall be available for review). Fire Marshal will witness actuation of minimum 10% fire dampers installed and 100% in 2 hour or greater fire rated wall assemblies.
5. Check for through-penetrations and fire-stop systems in all walls or floor/ceiling assemblies.
 - a. Check top of wall to structure fire stopping.
6. Check above ceiling areas and construction prior to installation of ceilings.
 - b. Check access and serviceability for above ceiling to included but not limited to valves, mechanical equipment, electrical equipment and other components that require adjustment, access or service.
 - c. **CMAR Contractor** shall move any items including but not limited to conduit, piping, braces and other obstructions that block access to equipment and components needing adjustment, access or service.
 - d. Check bracing, anchorage, fasteners and installation.

D. Final Construction Inspections

1. Final project walk-through: Example, Emergency lighting will be tested to verify exit illumination of both interior and exterior, while generator (if applicable) is tested at same time.

3.10 Refer to the following attachment.

- A. Inspection Request
- B. Non-conforming Work Notice

END OF SECTION 01 45 50

INSPECTION REQUEST

Project #: _____ Inspection #: _____ IR #: _____ [CMAR Contractor] IR #: _____ Date: _____
 Project _____ Spec Section _____

Name: _____ (s): _____

To: Glenn County HHS	_____
Project Manager	_____
TBD	_____
Email:	_____
P:	_____

Drawing Ref.: _____ Detail: _____ Shop Drawing: _____

Project Schedule Activity ID No.: _____ Date of Inspection: _____ Time Requested: _____

Type of Inspection: _____
 Location of Inspection (i.e., Floor, Column Line, etc.): _____

*Re-inspection Requested for Previous IR #: _____

All work Requested for Inspection has been reviewed for compliance with the contract documents by CMAR Contractor's Superintendent prior to notification of Inspection Request.

Signed: _____ Date: _____

OWNER USE ONLY

Date Received: _____ Time of Inspection: _____

Date of Inspection: _____ Inspector: _____ Inspection Report Attached

Inspector Arrival Time: _____ Inspector Departure Time: _____

Comments: _____

Approved Approved as Noted Not Approved Cancelled

Inspection Request Notes or Description of Items of Deficiency if needed below (Part 1, Chapter 7, Section 7-145, item 6)

Project Field Record of Construction Progress Summary of Work in Progress (Part 1, Chapter 7, Section 7-145, item 6)

Project Phase (Building Foundation, Structural, Wall Framing, Electrical Rough-In, Sprinkler Rough-In, etc.)

Project Phase Percentage Complete (% of the phase completed): _____ Overall Project Percentage Complete: _____

NON-CONFORMING WORK NOTICE

PROJECT NAME: _____ JOB #: _____ Notice #: _____ Date: _____

To: [PROJECT MANAGER NAME/EMAIL] _____ [DESIGN PROFESSIONAL NAME/EMAIL] _____ [PROJECT #, AREA COMPLIANCE OFFICER/EMAIL] _____ _____ _____	From: IOR
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Spec Section Ref.: _____ Paragraph: _____ Drawing Ref.: _____

Detail: _____

In accordance with Article 12 of the General Conditions, the following defective condition(s)has/have become apparent:

Reported by: _____

CORRECTIVE ACTION SHOULD BE TAKEN AS SOON AS POSSIBLE AND COMMENCE NO LATER THAN TEN (10) CALENDAR DAYS AFTER THIS NOTICE. COORDINATE THE VERIFICATION OF THE CORRECTIVE ACTIONS WITH THE INSPECTOR OF RECORD. IF FURTHER INFORMATION IS NEEDED, ADVISE OWNER'S REPRESENTATIVE IN ACCORDANCE WITH THE GENERAL CONDITIONS.

Description of corrective action taken: _____

Accepted by: _____ Date: _____

CC:

SECTION 01 51 00
TEMPORARY UTILITIES

PART I - GENERAL

1.01 SECTION INCLUDES

- A. Temporary Power and Lighting.
- B. Temporary Heating, Cooling & Ventilation.
- C. Temporary Water.
- D. Temporary Fire Protection.
- E. Temporary Telephone, Data, and WIFI.

1.02 RELATED SECTIONS

- A. Section 011100 – SUMMARY OF THE WORK
- B. Section 013500 – SPECIAL PROCEDURES: General requirements for temporary facilities and controls, to accommodate the Owner's occupancy and use of the areas and spaces adjacent to construction.
- C. Section 017400 – CLEANING
- D. Section 017700 – CLOSEOUT PROCEDURES

1.03 TEMPORARY UTILITIES

- A. Temporary Connections: There are no utility connection at the jobsite location. All temporary power, water, sewer, gas and other utility services necessary for the Work is provided by **CMAR Contractor**. Connections shall be subject to Utility providers review / approval. Coordinate with utility companies for locations and methods of connections.
- B. **CMAR Contractor** shall provide and pay for installation, operation, maintenance, and removal of all utilities. The services will be provided at the current rates for each utility.

1.04 TEMPORARY POWER AND LIGHTING

A. Service Requirements:

1. Temporary Electrical Service: **CMAR Contractor** shall provide and pay for installation, operation, maintenance, and removal of temporary electrical service, lighting devices and restoration of existing and permanent equipment in accordance with applicable provisions of the Electrical Safety Orders of the State of California. Use of Owner's electrical power and lighting system is prohibited without Owner's written approval and will be considered only when an alternate electrical power source is unavailable.
 - a. Install initial services at time of site mobilization.
 - b. Modify and extend systems as Work requires.
 - c. Maintain electrical system to provide continuous service, including prompt restoration of interruptions to Owner systems when temporary service is connected.
 - d. Restore existing and permanent lighting used during construction to original condition. Replace defective fixtures, bulbs, and other component parts.
 - e. Clean existing and permanent lighting fixtures used during construction per Section 017400 – CLEANING.
2. Distribution: **CMAR Contractor** shall provide distribution network for temporary electrical power.
3. Power Source: Arrange for service with Owner's Plant Operations and Maintenance Department, or local utility company.
4. Conformance: All temporary wiring and electrical facilities shall be in accordance with applicable provisions of Electrical Safety Orders of the State of California.
5. Temporary Lighting: Construction lighting shall be supplied and maintained by **CMAR Contractor** at **CMAR Contractor's** expense. Sufficient lighting levels shall be provided to allow construction to be properly and safely performed. **CMAR Contractor** shall give special attention to adequate lighting for stairs, ladders, floor openings, basements and similar spaces. Promptly replace burnt out, worn or defective parts.
6. Lighting fixtures: Locate fixtures in areas of Work: One (1) lamped fixture in rooms, except closets and utility chases; one (1) lamped fixture for every 750 square feet in large areas.
7. Security Lighting: **CMAR Contractor** shall provide security lighting during hours of low visibility.

B. Distribution requirements:

1. Weatherproof distribution boxes with one (1) - 240-volt, three (3) phase power outlet and four (4) – 120-volt outlets consisting of 100 amperes fused switches with equipment ground, spaced so a 100-foot extension cord will reach all areas of building.
2. Wiring, connections and protection for temporary lighting.
3. Wiring connections and protection for temporary and permanent equipment, for environmental control, for temporary use of electricity operated equipment, and for testing.

1.05 TEMPORARY HEATING, COOLING AND VENTILATING

A. Service Requirements:

1. **CMAR Contractor** shall provide temporary heat as necessary for proper installation of all work and to protect all work and materials against injury from dampness and cold and to dry out building. Fuel, equipment and method shall be approved in writing by Owner's Representative.
2. Install initial services at time of site mobilization. Modify and extend systems as Work requires.
3. Maintain systems to provide continuous service, including prompt restoration of interruptions to Owner systems when temporary service is connected.
4. Use of permanent heating system is preferred to any other system for maintaining temperature of building during installation of finish materials, but such use will not be permitted before clean-up after plastering and/or drywall work has been completed. **CMAR Contractor** shall make every effort to complete permanent heating system in time for such use. Permanent fans shall not be used before filters are installed. Filters shall be cleaned and serviced by **CMAR Contractor** just prior to final acceptance.
 - a. Vent portable units to building exterior, complete with automatic controls. Direct-fired units are not allowed. Locate units and outlets to provide uniform distribution of heating, cooling and ventilating.
 - b. Operate and maintain existing equipment being used; clean or replace filters and install filters in duct extensions as necessary to maintain occupied areas, work areas and finished areas, in specified condition.
 - c. Prior to operation of permanent equipment, verify controls and safety devices are complete, equipment has been tested, and inspection made and approved for operation.
 - d. Remove temporary materials and equipment when permanent system is operational. Restore existing and permanent systems used for temporary purposes to original condition.
 - e. Install temporary filters in air handling units and ducts, replace as necessary to prevent dust in equipment and ducts, to avoid contaminants

in Work or finished areas. After completion, replace temporary filters with new, clean, reusable filters.

5. Maintain temperature, humidity, and ventilation in enclosed areas to provide ambient conditions for storage, preparation and Work; to cure installed materials, to prevent condensation, to dry floor surfaces and to prevent accumulations of dust, fumes and gases.
6. During non-working hours maintain temperature in enclosed areas occupied solely by **CMAR Contractor** at a minimum of 50°F., or higher as specified in individual Sections and by individual product suppliers and manufacturers. Areas occupied in whole or in part by Owner are to be maintained at normal temperatures.

B. Utility Sources: There are no utility sources provided by the Owner.

1. **CMAR Contractor** shall provide and pay for all installation, operation, maintenance, and removal of equipment in accordance with applicable provisions of the Electrical Safety Orders of the State of California.

1.06 TEMPORARY WATER

A. Service Requirements:

1. Maintain systems to provide continuous service, including prompt restoration of interruptions to Owner's systems when temporary service is connected.
2. Water service, if necessary for construction, can be made available at no expense to the **CMAR Contractor** provided the water is not wasted. **CMAR Contractor** shall be responsible for distribution of water to points of use.
3. Certified reduced pressure type back-flow prevention device as submitted to and approved by Owner shall be installed before water is obtained from an Owner facility fire hydrant or interior building connection.

B. Plumbing: Maintain system to provide continuous service with adequate pressure to outlets, including Owner system when temporary service is connected. See also Division 1 Approvals.

1. Size piping to supply construction needs, temporary fire protection, and for Owner's needs when existing service is connected.
2. Disinfect piping used for drinking water. See Division 33 and 22 for requirements or Campus Design Guidelines
3. Provide valved outlets to control water pressure adequately for hoses.
4. Fire hydrants used for water supply for construction – **CMAR Contractor** must use only 7/8" square hydrant wrench on square operating nut and must use only pentagon wrench on pentagon operating nut. This is to prevent damage to the hydrant operating nut. Any damage caused by the use of an improper wrench or other misuse of the hydrant must be repaired at **CMAR Contractor** expense. **CMAR Contractor** must inspect hydrant prior to use and make the Owner aware of any pre-existing damage.

- C. Use of Existing System: Existing system may be used for temporary water. Monitor usage to prevent interference with Owner's normal operational requirements.
- D. Use of Permanent System: **CMAR Contractor** shall obtain written agreement from Owner establishing start of warranty period and conditions of use.
- E. **CMAR Contractor** shall pay for installation, operation maintenance and removal of system and restoration of existing and permanent equipment. Owner will pay costs of water consumed for normal construction operations. **CMAR Contractor** shall take measures to conserve usage.

1.07 TEMPORARY FIRE PROTECTION

- A. Requirements:
 - 1. Maintain systems to provide continuous service, including prompt restoration of interruptions to Owner systems when temporary service is connected.
 - 2. Provide and maintain fire protection equipment including extinguishers, fire hoses and other equipment as necessary for proper fire protection during course of the Work.
 - 3. Use fire protection equipment only for fighting fires.
 - 4. Locate fire extinguishers in field offices, storage sheds, tool houses, other temporary buildings and throughout construction site. In area under construction, provide at least one (1) fire extinguisher for each 5,000 square feet of building floor area. Locate fire extinguishers so that a person never has to walk more that seventy-five (75) feet to obtain one.
 - 5. Assign qualified person with authority to maintain fire protection equipment, institute fire prevention measures, and direct prompt removal of combustible and waste material. Submit ILSM requirements per Specification SECTION 013500 – SPECIAL PROCEDURES.

1.08 TEMPORARY TELEPHONE, DATA, INTERNET, and WIFI

- A. Service Requirements:
 - 1. Maintain systems to provide continuous service, including prompt restoration of interruptions to Owner systems when temporary service is connected.
 - 2. **CMAR Contractor** shall provide their own temporary services.
 - 3. **CMAR Contractor** shall select number of lines, instruments and other features.
- B. Use of Existing System: Existing Owner telephone system shall not be used for temporary telephone service.
- C. **CMAR Contractor** Phone:
 - 1. **CMAR Contractor** shall have telephone emergency number or other facility available at **CMAR Contractor's** business office for duration of contract where

CMAR Contractor and superintendent may be contacted within twenty-four (24) hours. Provide emergency numbers to Owner.

- D. Telephones:
1. **CMAR Contractor** shall use, and only permit to be used, FCC approved communication devices on frequencies approved by FCC and Owner.
 2. **CMAR Contractor** shall not use, or permit to be used, communication devices which interfere with existing Owner communication systems, including, but not limited to:
 - a. Life Flight or CHP helicopters.
 - b. Emergency Service vehicle communications.
 - c. Microwave transmission stations.
 - d. Cellular or other mobile phone systems.
- E. Temporary Internet Service: Provide a high-speed internet connection (Min. 20 Mbps download, 10 Mbps upload) to **CMAR Contractor's** field offices. The **CMAR Contractor's** field office shall be capable of sending and receiving e-mail and be able access the Internet.
1. **WIFI coverage at the above internet speeds shall be provided by the CMAR Contractor throughout the project duration.**

PART II - PRODUCTS

2.01 MATERIALS

- A. May be new or used, adequate to the purpose.
- B. Devices and Equipment: Standard devices, meeting UL requirements.
- C. Telephones: may be product of local service company or specialty devices compatible with service company requirements.
- D. Modems compatible with internet service.

PART III - EXECUTION

3.01 INTERRUPTION OF EXISTING SERVICES

- A. No existing utility services shall be interrupted at any time without prior written approval from the Owner. Required shutdowns shall be scheduled a minimum of fourteen calendar days prior to actual shutdown. The operation of valves, switches, etc. will be performed and paid for by Owner.

1. Prior to the outage, all possible Work shall have been completed which will minimize the length of the required outage. During the outage, the Work will be prosecuted with diligence by an adequate number of skilled personnel.
2. Provide and pay for all personnel required by the Owner to maintain safe conditions during the outage including but not limited to fire watch, safety monitors and/or traffic control. Coordinate Work with Owner's Representative.

3.02 REMOVAL OF TEMPORARY CONSTRUCTION

- A. At the completion of the Work, the **CMAR Contractor** shall remove from the Project site all temporary utilities and services construction. Leave the Project site clean and free from debris, materials, or equipment.

END OF SECTION 01 51 00

SECTION 01 52 00
CONSTRUCTION FACILITIES

PART I - GENERAL

1.01 SECTION INCLUDES

- A. Field Offices and Sheds
- B. Temporary Facilities
- C. Temporary Sanitary Facilities

1.02 RELATED SECTIONS

- A. Section 011100 – SUMMARY OF THE WORK
- B. Section 013500 – SPECIAL PROCEDURES: General requirements for temporary facilities and temporary controls to accommodate Owner continued use of the areas and spaces adjacent to construction.
- C. Section 017400 – CLEANING
- D. Section 017700 – CLOSEOUT PROCEDURES

1.03 FIELD OFFICES AND SHEDS

- A. Field Office: **CMAR Contractor** shall provide a job office that will conform to the following minimum requirements:
 - 1. Suitable space for Workstations, drawings, specifications, samples and other project records.
 - 2. Conference space for eight (8) persons, including layout tables.
 - 3. Private Office Space including work station furniture for Owner / CM Staff (2) persons.
 - 4. Heating and cooling to maintain a reasonable working environment.
 - 5. Telephone, Data and WIFI service as specified in Section 015100 – TEMPORARY UTILITIES
 - 6. Furnishings required: Conference table and chairs; racks and files for Contract Documents, submittals, and project record documents. Other furnishings are at **CMAR Contractor's** option.
- B. Installation: Install office spaces for occupancy fifteen (15) calendar days after date of Owner/**CMAR Contractor** agreement (Phase 2, Construction Phase amendment).

- C. Preparation: Fill and grade sites for temporary structures to provide drainage away from buildings.
- D. Contract Documents: Complete set of Contract Drawings and Contract Specifications shall be kept continuously at the site. Copies of all Change Orders, letters, Shop Drawings, etc., shall be kept on the jobsite at all times and shall be available for inspector's use.
- E. Contact numbers: **CMAR Contractor** shall provide telephone numbers where **CMAR Contractor** may be reached at all times during normal working hours and after normal working hours, if emergency problems develop that require **CMAR Contractor's** assistance.
- F. Storage Sheds and Containers for Materials, Tools and Equipment: If requested, Owner will provide space outside construction site where **CMAR Contractor** may provide and locate weather-tight sheds or containers for storage of construction materials, tools and equipment. **CMAR Contractor** shall be solely responsible for security of such sheds and containers. Size storage requirements to allow access, orderly provision of maintenance and inspection of products.
- G. Cleaning: Weekly janitorial services for offices; periodic cleaning and maintenance for office and storage areas. **CMAR Contractor** shall keep construction loading and parking areas clear of construction debris, especially debris that may cause slipping or tripping hazard that may injure vehicle tires, that may stain surfaces, and that may be tracked into existing buildings. Maintain approach walks free of mud and water.
- H. Removal: Upon completion of the work, and before the final payment, **CMAR Contractor** shall remove all temporary work and facilities and return site to condition required by the General Conditions of the Contract and at no change to the Contract Sum or the Contract Time.

1.04 TEMPORARY FACILITIES

- A. **CMAR Contractor** shall provide and maintain the following temporary facilities as required for execution of the Work:
 - 1. Scaffolding, staging, runways and similar equipment.
 - 2. Hoists or construction elevators, complete with operators, power and signals required.
 - 3. Temporary rigging, rubbish chutes, barricades around openings, ladders between floors, and similar equipment.
 - 4. Barricades, fencing, lights and similar safety precautions.
 - 5. Security cameras for remote video surveillance of the project site and 24/7 monitoring services that records and reports incidents and alarms. Security cameras to provide full coverage of the construction and storage site area.
- B. Maintenance: Use all means necessary to maintain temporary construction facilities and controls in proper and safe condition throughout progress of the Work.
- C. Replacement: In event of loss or damage, promptly restore temporary construction facilities and controls by repair or replacement at no change to the Contract Sum or the Contract Time.

- D. Conformance: All materials and equipment required to safely accomplish work under this Section shall be in conformance with requirements of CAL OSHA and other State and Federal Codes and regulations where applicable.
- E. Codes: All temporary work and facilities shall conform to the above requirements that pertain to operation, safety and fire hazard.
- F. Construction Site Security: Temporary barriers, doors and gates shall be keyed to Owner's master lock system. Security hardware to be provided by **CMAR Contractor**. Keying to Owner master lock system will be provided by Owner.

1.05 TEMPORARY SANITARY FACILITIES

- A. Use of existing facilities: Designated toilet facilities may be used by **CMAR Contractor**.
 - 1. Assigned facilities: Location of assigned toilet facilities and maintenance of same are responsibility of **CMAR Contractor**. The **CMAR Contractor** shall not have exclusive use to these facilities and shall abide by health and safety criteria regarding their use and sanitary upkeep.
 - 2. Unassigned facilities: Unassigned toilet facilities shall not be used without written authorization of Owner's Representative.
 - 3. **CMAR Contractor** may use existing toilet facilities that are within the limits of the Work.
- B. **CMAR Contractor** shall pay service charges for connection and use of sewage utilities.
- C. Portable units: Enclosed, portable, self-contained units or temporary water closets and urinals, secluded from public view may be used. Self-contained units shall be approved by Owner's Representative prior to use.
 - 1. **CMAR Contractor** shall pay costs of installation, maintenance and removal of temporary sanitary facilities.
 - 2. Provide facilities at time of site mobilization.
 - 3. Modify and extend services as work progress requires.
 - 4. When utility services are available, provide water, sewer service, and temporary water closets; remove portable facilities. Remove temporary fixtures when permanent facilities are operational.
 - 5. Clean areas of facilities daily, maintain in sanitary condition. Disinfect fixtures, repair or replace damaged fixtures, accessories and surfaces.
 - 6. Provide toilet paper, paper towels, and soap in suitable dispensers.
 - 7. Restore existing and permanent areas and facilities used to original condition. Remove all temporary construction facilities above and below grade. Leave the project site clean and free of debris, materials and equipment.

PART II - PRODUCTS

2.01 MATERIALS

- A. Serviceable, new or used, adequate for required purpose.

PART III - EXECUTION – Not Applicable to this Section

END OF SECTION 01 52 00

SECTION 01 55 00
VEHICULAR ACCESS AND PARKING

PART I - GENERAL

1.01 SECTION INCLUDES

- A. Construction Parking and Access Roads
- B. Traffic Regulation
- C. Project Informational Signs

1.02 RELATED SECTIONS

- A. Section 011100 – SUMMARY OF THE WORK
- B. Section 013300 – SHOP DRAWINGS, PRODUCT DATA AND SAMPLES
- C. Section 013500 – SPECIAL PROCEDURES: General requirements for temporary facilities and temporary controls to accommodate Owner's continued occupancy and use of the areas and spaces adjacent to construction.
- D. Section 017400 – CLEANING
- E. Section 017700 – CLOSEOUT PROCEDURES: Project Closeout.

1.03 PARKING AREAS AND ACCESS ROADS

- A. Access Roads: Existing roads shall be used for construction access within limits defined herein. Temporary construction access roads shall not be permitted.
- B. Parking: Parking is controlled and limited by **CMAR Contractor**.
 - 1. Parking of personal vehicles belonging to **CMAR Contractor** employees may be arranged at the project site with Owner's Project Manager Approval. Parking will be allowed in employee permit areas, at the current permit rates depending on space availability.
 - 2. Delivery of materials may be made to the job-site as required. **CMAR Contractor** shall coordinate with Owner's Representative.
 - 3. Dumpsters shall be located in approved location as arranged by Owner's Representative.
- C. Existing Pavements and Parking Areas: Designated existing on-site streets and driveways may be used for construction traffic. Vehicles with metal tracks will not be allowed.
 - 1. Designated areas of existing parking facilities may be used by construction personnel. Do not allow heavy vehicles or construction equipment in parking areas.

2. Maintain traffic and parking areas in a sound condition, free of excavating material, construction equipment, products, mud, snow and ice.
3. Maintain existing and permanent paved areas used for construction. Repair existing facilities damaged by usage to original condition: promptly repair breaks, potholes, low areas, standing water and other deficiencies, to maintain paving and drainage in original or specified condition.
4. Remove temporary materials and construction when permanent paving is usable.

1.04 TRAFFIC REGULATION

- A. Schedule of Access Closing: **CMAR Contractor** shall adopt all practical means to minimize interference to traffic. Access to other facilities in the area shall be maintained at all times. **CMAR Contractor** shall provide schedule of planned closing of any street for approval by Owner and shall give minimum of fourteen (14) calendar days' notice before closing any street or access.
- B. Use of Fire Lanes: **CMAR Contractor** shall notify Owner of all major pickups and deliveries that require use of controlled access fire lanes. Keys to gates or other barriers will be provided, as needed, to allow use of fire lanes. Vehicles parked in fire lanes for delivery of materials shall be continuously manned for immediate removal if required by the Owner.
 1. Fire Lanes to remain open at all times and shall not be blocked without a Traffic Control Plan provided prior to work at the Fire Lane and approved by the Owner's Representative.
- C. All major pick-up and delivery operations shall occur in total before or after normal working hours.
 1. Drawings may indicate haul routes designated by Owner for use of construction traffic. Confine construction traffic to haul routes.
 2. Provide traffic control at critical areas of haul routes to regulate traffic and minimize interference with public traffic.
- D. Post-mounted and wall-mounted traffic control and informational signs as specified herein.
 1. Traffic Control Signs, Traffic Message Boards, Cones, Drums, Flares, Lights and Flag Control equipment: All as approved by California MUTCD requirements.
 2. **CMAR Contractor** shall furnish at all barricades: Lights and flag control required to control traffic, and shall also provide and maintain suitable temporary barricades, fences, directional signs, or other structures as required for protection of the public; and maintain from the beginning of twilight throughout the whole of every night on or near the obstructions, sufficient lights and barricades to protect the public and/or the Work.
- E. Construction Vehicle Parking: Control vehicular parking to prevent interference with public traffic and parking, access by emergency vehicles, and Owner's operations. Prevent parking on or adjacent to roads or in non-designated areas.

- F. Flag Control: Provide properly trained and equipped flagmen to regulate vehicular traffic when construction operations or traffic encroach on public traffic ways.
 - 1. Provide properly trained and equipped personnel to regulate pedestrian traffic at all interior locations where construction traffic interfaces with Owner traffic.
 - 2. Flag control personnel shall wear appropriate identifying clothing such as bright colored vests, clearly visible and identifiable as having responsibility for traffic control.
- G. Lights: Use lights during hours of low visibility to delineate traffic lanes and to guide traffic.
- H. Traffic Signs and Signals: At approaches to site and on site, install traffic signs and signals at crossroads, detours, parking areas, and elsewhere as needed to direct construction and affected public traffic.
 - 1. Install and operate traffic control signals to direct and maintain orderly flow of traffic in areas under **CMAR Contractor's** control, and areas affected by **CMAR Contractor's** operations.
 - 2. Relocate traffic signs and signals as Work progresses, to maintain effective traffic control.
 - 3. Remove equipment and devices when no longer required. Repair damage caused by installation.

1.05 PROJECT INFORMATIONAL SIGNS

- A. Project Identification Sign: **CMAR Contractor** shall provide one (1) project sign. Sign will consist of one (1) 8' x 4' x 3/4" exterior grade plywood with medium or high-density phenolic sheet overlay, painted plywood sign on fence area at construction field office or yard.
 - 1. Information on sign shall include PROJECT NAME, Owner Name, Owner's consultants, **CMAR Contractor**, etc. Copy will be provided by the Owner.
- B. Painted Informational Signs: Provide at each field office, storage shed and yard, directional signs to direct traffic into and within site. Relocate as Work progress requires.
- C. Maintain signs and supports: Clean, repair deterioration and damages.
- D. Remove signs, framing, supports and foundations at completion of Project and restore the area.

PART II - PRODUCTS – Not Applicable to this Section

PART III - EXECUTION – Not Applicable to this Section

END OF SECTION 01 55 00

SECTION 01 56 00

TEMPORARY BARRIERS, ENCLOSURES and CONTROLS

PART I - GENERAL

1.01 SECTION INCLUDES

- A. Barriers and Enclosures
- B. Protected Walkways and Weather Closures
- C. Tree and Plant Protection
- D. Temporary Controls

1.02 RELATED SECTIONS

- A. Section 011000 – SUMMARY OF THE WORK
- B. Section 017400 – CLEANING

1.03 BARRIERS AND ENCLOSURES

- A. Barricades: Provide to prevent public entry, to protect existing trees and plants, and to protect existing facilities and adjacent properties from damage during construction period. Relocate and extend as construction progress requires.
- B. Partitions and Ceiling Enclosures:
 - 1. Fire Enclosures-Rated-Corridors and Rated Assemblies: Provide non-combustible dust-proof barrier framed with 20-gauge metal studs spaced 24" o/c maximum and covered on both sides with 5/8" thick Type-X rated gypsum wallboard fire taped, braced so to be self-supporting without fastening to existing finishes.
 - a. Provide gaskets of closed cell neoprene, or strips of fiberglass insulation between barriers and existing finish.
 - b. Finish exposed surfaces with two (2) coats of paint (color as selected by Owner), maintain in neat, orderly appearance and paint barrier on public side. Temporary emergency exit and or directional signage indicating Emergency Exits will be furnished and installed by **CMAR Contractor**.
 - c. Provide temporary doors in corridors with twenty (20) minute fire-rated assemblies and locksets to limit use.
 - d. Use of access doors and routes by workmen to be approved by Owner's Representative.
 - 2. Fire Retardant Enclosures - Non-Rated Assemblies: Provide non-combustible dust-proof barriers framed with metal studs and covered on public side with Fire Retardant plastic laminate sheathing material. Flame spread 10 - smoke

development 45 - fuel contribution undeterminable, as manufactured by Reef Industries, Inc., P.O. Box 33248, Houston, TX77033 or equal.

- a. Joints shall be taped and sealed over framing studs.
 - b. Bracing shall be self-supporting without fastening to existing finishes.
 - c. Provide gaskets of closed cell neoprene, or strips of fiberglass insulation between barriers and existing finishes.
 - d. Provide non-staining taped seal to surrounding materials to insure seal.
 - e. Non-Rated Assemblies for Dust Control: Use ½" Type-X or equal gypsum wallboard applied on occupancy side on framing member. Joints over studs shall be taped and sealed. Other detail similar to 1.03-B.2 above.
- C. Removal: Remove temporary materials, equipment and construction at completion; repair damage caused by installation or use of barricades and enclosures. Restore existing facilities used during construction to specified or to original condition.

1.04 DIESEL VEHICLE/EQUIPMENT IDLING PROCEDURES

- A. When drivers of diesel powered on-road vehicles arrive at loading or unloading areas to drop-off or pick-up passengers, supplies, equipment, materials, etc., they shall turn off their vehicle's engine as soon as possible but no later than five minutes after arrival.
- B. Operators of off-road diesel-powered equipment shall turn off their engines when the equipment is not performing its primary function, but no later than five minutes after the equipment has come to a stop.
- C. Idling for "warm-up" prior to diesel vehicle or equipment operations on Owner property shall be limited to a maximum of five minutes.
- D. At end of work shift, or for the purpose of servicing, all diesel equipment shall be parked on site at furthest location away from Facility air intake systems.
- E. All diesel-powered equipment shall be maintained in good operating condition. Owner representative will direct **CMAR Contractor** to remove any equipment producing high amount of diesel fumes resulting from diesel equipment being old or in poor operating condition.

1.05 PROTECTED WALKWAYS AND WEATHER CLOSURES

- A. Cover walkways to provide access to existing facilities for use by public and Owner personnel.
- B. Provide temporary roofing and weather-tight insulated closures of openings in exterior wall surfaces, to maintain specified working conditions, to protect products and finished work from inclement weather.
- C. Critical access and protected walkways shall comply with the CBC and CFC.

1.06 TREE AND PLANT PROTECTION

- A. Tree Protection: All trees not marked for removal shall be protected against damage from construction operations. Where necessary, in the opinion of Owner's Representative, trees surrounding building footprint or in close proximity to construction operation shall be protected with barricades. No trees shall be cut or felled without approval of Owner's Representative. Trees cut and/or removed without explicit instruction shall be replaced by **CMAR Contractor** at no cost to the Owner.
- B. Cutting and Pruning: Cutting and pruning of trees to accommodate construction shall be done only with approval and direction by Owner's Representative. Soil within the spread of tree branches (within drip line) shall not be disturbed except as directed by excavation or trenching drawings. Advance notice shall be given Owner if tree roots of 3" diameter or greater must be cut.
- C. Drip line Protection: Cars, trucks, or equipment shall NOT be parked or set within the drip line of any tree; nor shall there be any stockpiling or temporary building erected within the drip line.

1.07 TEMPORARY CONTROLS

- A. Dust Control: **CMAR Contractor** shall take appropriate steps throughout project to prohibit airborne dust due to work under this contract. Execute work by methods to minimize raising dust from construction operations. Water shall be applied wherever practical to settle and hold dust to minimum, particularly during demolition and moving of materials. No chemical dust prohibitor shall be used without written approval by Owner's Representative.
- B. Noise Control: Control noise as directed by Owner's Representative.
- C. Pollution Control: Use of noxious or toxic materials for all applications in alterations or work in buildings occupied by Owner personnel shall be done after proper notification and approval by Owner, this includes work performed on weekends or other unoccupied times.
 - 1. Provide methods, means and facilities to prevent contamination of soil, water and atmosphere from discharge of noxious, toxic substances and pollutants produced by construction operations.

- D. Waste Control: All waste materials resulting from process of clearing and construction shall be disposed of as follows:
1. General Refuse: All refuse and debris, combustible and incombustible, resulting from construction process, shall be removed from Owner property as described in the General Conditions of the Contract. **CMAR Contractor** shall not use any refuse container belonging to Owner.
 2. Hazardous Refuse: Solvents, oils and any other hazardous material shall be disposed of in containers and removed from site. At completion of work, any contaminated soil shall be removed and replaced with good soil by **CMAR Contractor** at no expense to Owner. Coordinate disposal with Lake County EH&S department.
 3. Building materials containing asbestos that are part of the project shall not be disturbed or removed by the **CMAR Contractor** during the construction of temporary barriers, enclosures and controls. The **CMAR Contractor** shall request from the Owner's Representative materials that have been identified on the project to contain asbestos so that these materials are not disturbed. The **CMAR Contractor** shall refer to Hazardous Materials Procedures regarding materials impacted by construction of temporary barriers, enclosures and controls.
- E. Drainage Control: All portions of Work shall be kept free of standing water at all times during construction. Where required, temporary drainage ditches, berms, or pumping systems shall be constructed to divert drainage water from construction site, and resultant water shall be carried to nearest natural water course and disposed of without erosion to surrounding area. Care shall be taken to prevent silting of existing sinkholes and watercourses. Silt deposited as a result of the Work shall be removed and disposed of by **CMAR Contractor** at no cost to the Owner.
1. Rough grade site to prevent standing water and to direct surface drainage away from excavations, trenches, adjoining properties and public rights-of-way/s.
 2. Maintain excavations and trenches free of water. Provide and operate pumping equipment of a capacity to control water flow.
 3. Provide de-watering system and pumping to maintain excavations dry and free of water inflow on a twenty-four (24) hour basis.
 4. Provide piping to handle pumping outflow to discharge in manner to avoid erosion or deposit of silt. Provide settling basins to avoid silting; install erosion control at out-falls of system.
 5. Winterize and stabilize site with Geotextile Fabric and gravel so that the site drains and avoids it becoming a quagmire. Maintain access roads on the site with Geotextile Fabric and gravel and make repairs to avoid furrow, ruts, or potholes.
 6. Remove equipment and installation when no longer needed.
- F. Sediment and Erosion Control (SWPP): **CMAR Contractor** shall furnish, install and maintain means and methods to reduce excessive erosion, minimize sedimentation

discharge, and prevent construction materials discharge from causing off-site and on-site contamination. **CMAR Contractor** shall coordinate with Owner.

1. **CMAR Contractor** shall pay for and maintain required permits.
2. **CMAR Contractor** shall furnish:
 - a. National Pollutant Discharge Elimination (NPDE) permit.
 - b. **CMAR Contractor** shall file Notice of Intent to California State Water Resources Control Board (SWRCB) stating date construction will begin. Provide copy to Owner.
 - c. **CMAR Contractor** shall prepare, maintain and follow Storm Water prevention Plan. The Plan shall include **CMAR Contractor's** Best Management Practices (BMP) describing means and methods to control sediment, erosion and other pollutants.
 - d. **CMAR Contractor** shall keep BMP Program at jobsite.

PART II - PRODUCTS

- 2.01 Polyethylene: Polyethylene used for critical barriers and for sealing walls, floors or ceiling systems shall be a minimum of 6 mil thickness and fire-retardant type listed by Fire Underwriters Laboratories, Griffolyn #T55R with Griffolyn fire retardant tape, or equal.

PART III - EXECUTION

END OF SECTION 01 56 00

SECTION 01 61 00

PRODUCT REQUIREMENTS

PART I - GENERAL

1.01 SECTION INCLUDES

- A. Product Options
- B. Product Substitutions
- C. Product Transportation and Handling Requirements
- D. Product Storage and Protection
- E. Product System Completeness

1.02 RELATED SECTIONS

- A. Section 013300 – SHOP DRAWINGS, PRODUCT DATA AND SAMPLES
- B. Section 014100 – REGULATORY REQUIREMENTS
- C. Section 014500 – QUALITY CONTROL

1.03 PRODUCTS

- A. Product Selection: Provide products that comply with Contract Documents, are undamaged and unused at installation.
- B. Product Completeness: Provide products complete with all accessories, trim, finish, safety guards and other devices needed for complete installation and for intended use and effect.
- C. Products: Items purchased for incorporation in Work, whether purchased for project or taken from previously purchased stock; this includes materials, equipment, assemblies, fabrications and systems.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model designation indicated in the manufacturer's published product data.
 - 2. Materials: Products that are shaped, cut, worked, mixed, finished, refined, or otherwise fabricated, processed or installed to form part of the Work.
 - 3. Equipment: A product with operating parts, whether motorized or manually operated, requiring connections such as wiring or piping.
- D. Specific Product requirements: Refer to requirements of Section 014500 – QUALITY CONTROL and other Sections in Division 2 through 49 for specific requirements for products.
- E. Code Compliance: All products, other than commodity products prescribed by Code, shall have current listing service report or research report. Minimum Requirements: Specified

requirements are minimum requirements.

- F. Interchangeability: To fullest extent possible, provide products of the same kind from single source. Products supplied in quantity shall be same product and interchangeable throughout the Work. When options are specified for selection of any of two (2) or more products, product selected shall be compatible with products previously selected.
- G. Nameplates: Except for required labels and operating data, do not attach manufacturer's name plates or trademarks on surfaces exposed to view in occupied spaces or on the exterior of building.
- H. Equipment Nameplates: Provide permanent nameplate on each item or service-connected or power-operated equipment. Locate on inconspicuous accessible surface. Nameplate shall contain the following information and essential operating data:
 - 1. Name of product and manufacturer
 - 2. Model and serial number
 - 3. Capacity and Speed
 - 4. Ratings and other pertinent information
- I. Listing Service: Products, for which listing service standards have been established and for which their service label is available, shall bear the appropriate listing service label.

1.04 PRODUCT OPTIONS

- A. Products Specified Only by Description: Where the Contract Specifications describe a product, listing characteristics required, with or without use of a brand name, provide a product that provides the appropriate characteristics and otherwise complies with the requirements.
- B. Performance Specification: Where Contract Specifications require compliance with performance requirements, provide products that comply and are recommended for application. Manufacturer's recommendations may be contained in Product literature, or by certification of performance.
- C. Compliance with Standards: Where Contract Specifications require compliance with a standard, select a product that complies with the standard specified.
 - 1. Wherever catalog numbers and specific brands or trade names followed by the designation "to match existing" are used in conjunction with product(s) required by the Contract Specification, no substitution will be considered.

- D. Products Specified by Naming One (1) or More Manufacturers:
1. Specified manufacturer(s): Provide specified product(s) of the specified manufacturer. Wherever more than one (1) manufacturer's product is specified, the first-named product is the basis for the design used in the Work and the use of alternative-named products or substitutes may require modifications in that design. If such alternatives are proposed by **CMAR Contractor** and are approved by Owner, **CMAR Contractor** shall assume all costs required to make necessary revisions and modifications to the design, including additional costs to Owner for evaluation of revisions and modifications of the design resulting from the substitutions submitted by **CMAR Contractor**.
 - a. When materials and equipment are specified by first manufacturer's name and product number, second manufacturer's name and "or equal" supporting data for second manufacturer's product, if proposed by **CMAR Contractor**, shall be submitted in accordance with the requirements for substitution.
 2. Quality Standard: Products(s) of the specified manufacturer shall serve as standard by which the product(s) of other named manufacturers are evaluated.
- E. "Or Equal" Provision: Catalog numbers and specific brands or trade names followed by the designation "or equal" are used in conjunction with material and equipment required by Contract Specification to establish standard of quality, utility, and appearance required.
1. "Or Equal" Products: Equivalent products of manufacturers other than the specified manufacturer may be provided if determined by Owner's Representative to be acceptable in accordance with substitution provisions following:
 - a. **CMAR Contractor** shall submit to Owner's Representative, within thirty-five (35) calendar days after the date of commencement of the Work specified in the Notice to Proceed, a list in excel format containing Specification Section number with extension i.e. 088000 2.B.1.a. with descriptions of each product proposed for substitution.
 - b. **CMAR Contractor** shall provide supporting data as required herein.
 - c. Owner will evaluate **CMAR Contractor's** proposal. The decision of Owner shall be final.
 - d. Owner will accept, in writing, proposed substitutions that are in Owner's opinion equal in quality, utility and appearance to the product specified. Such acceptance does not relieve **CMAR Contractor** from complying with requirement of the Contract Documents.
 - e. **CMAR Contractor** shall be responsible for all costs of any changes resulting for **CMAR Contractor's** proposed substitutions that affect other work, or the Work of Separate **CMAR Contractor**.
 - f. Failure to place orders for specified products sufficiently in advance of required date for incorporation into the Work will not be considered justification for **CMAR Contractor** to request a substitution or deviation from requirements of the Contract Documents. The sixty (60) calendar day submittal period does not excuse **CMAR Contractor** from completing the Work within the Contract Time.

2. **CMAR Contractor's Determination:** Prior to submitting "or equal" product(s) for consideration, **CMAR Contractor** shall review and determine product(s) meet or exceed the quality and warranty provisions of the specified product.
 3. **Late Substitution Requests:** If a request for substitution occurs after the sixty (60) calendar day period, the substitution may be reviewed at the discretion of Owner and the costs of such review, as approved by Owner, shall be deducted from the Contract Sum.
 - a. **Product Availability Waiver:** Substitutions will be considered after the sixty (60) calendar day period only when a product becomes unavailable due to no fault of the **CMAR Contractor**.
- F. **Visual Matching:** Where Contract Specifications require matching a sample, Owner's decision on proposed product match is final. If no product matches and complies with other requirements, comply with provisions for "substitutions" for selection of a matching product in another category.
- G. **Visual Selection:** Where requirements include the phrase "...as selected from manufacturer's standard colors, patterns, textures..." or a similar phrase, select a product that complies with other requirements. Owner's Representative will select color, pattern and texture from the product line selected.

1.05 SUBSTITUTIONS

- A. **Substitutions:** Requests for changes in products, materials, equipment, and methods of construction required by Contract Documents proposed by the **CMAR Contractor** after award of the Contract shall be considered "substitutions". The following are not considered substitutions:
1. Revisions to Contract Documents requested by Owner's Representative or Owner's Consultant.
 2. Specified options of products and construction methods included in Contract Documents.
 3. Compliance with governing regulations and orders issued by governing authorities.
- B. **Substitution Provisions:** Requests for Substitutions will only be considered if **CMAR Contractor** submits the following data:
1. Furnish complete technical data including drawings, performance specifications, samples, test reports and any additional information required by Owner's Representative, for each product proposed for substitution.
 - a. Submit ONE (1) PDF file with bookmarks.
 - b. In reviewing supporting data for substitution, Owner will use, for purpose of comparison, all characteristics of Basis of Design specified product as it appears in manufacturer's published data even though all characteristics may not have been particularly mentioned in the Contract Specifications. If more than two (2) substitutions of supporting data are required, Owner's costs of reviewing additional supporting data will be deducted from the Contract Sum.

- c. Submit statement indicating substitution's effect on the Construction Schedule, if any.
 - d. Submit cost information, including proposal of net deduction, if any, from Contract Sum.
 2. Furnish statement by **CMAR Contractor** that proposed substitution is in full compliance with requirements of Contract Documents and Applicable Codes.
 3. Provide a Comparison Table as part of the substitution request listing the design and performance criteria of the Basis of Design specified product with the proposed substitution product side by side. The design and performance criteria shall include but not limited to; size, thickness, gauge, strength, function, ASTM rating, test report data, manufacturing association standards & data, technical properties & performance data, traffic or weather resistance, quality assurance data, warranty and other design and performance criteria list in Basis of Design manufactures specification and written material.
 4. Furnish list of Subcontractors, if any, that may be affected by the substitution.
 5. If proposed substitution requires portions of the Work to be redesigned or removed in order to accommodate substituted product, submit design and engineering calculations prepared by the licensed design professional of record.
 6. Contract Document Revisions: Should **CMAR Contractor**-proposed or alternate sequence or method of construction require revision of Contract Documents, including revisions for purpose of determining feasibility, scope or cost, or revisions for the purpose of obtaining approval by governing authorities having jurisdiction, revisions will be made by Owner's Consultant who is the design professional of record.
 - a. Services of Owner's Consultants, including time spent in researching and reporting on proposed substitutions or alternate sequences and methods of construction, shall be paid by **CMAR Contractor** when such activities are considered additional services to the design services contracts of Owner.
 - b. Cost of services by Owner's Consultants shall be paid on a time and material basis, based on current hourly fee schedules, with reproduction, long distance telephone and shipping costs reimbursable. Such fees shall be paid whether or not the proposed substitution or alternate sequence or method of construction is ultimately accepted by Owner and Change Order executed. Such fees owed shall be deducted from the Contract sum on the next Application for Payment.
 7. Submit all proposed substitutions in writing to Owner using the Request for Substitution form provided at the back of this Section.
- C. Owner may reject any substitution not proposed as described above and presented within the time prescribed.
- D. Revisions to submittals: If Owner's Representative, in reviewing list of substitutions, requires revisions or corrections to previously accepted Shop Drawings and supplemental supporting data, **CMAR Contractor** shall promptly do so. If any proposed substitution is judged by Owner's Representative to be unacceptable, the specified product shall be

provided at no cost to the Owner.

- E. Samples: Samples may be required. Tests required by Owner's Representative for determination of quality and utility shall be made by **CMAR Contractor's** independent testing Laboratory, at expense of **CMAR Contractor**, with prior Owner acceptance of test procedure.

1.06 TRANSPORTATION, DELIVERY AND HANDLING

- A. Transport products by methods to avoid product damage.
- B. Schedule delivery to minimize long-term storage and prevent overcrowding construction spaces. Coordinate with installation to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.
- C. Deliver products in undamaged condition in manufacturer's original sealed container or packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
- D. Provide equipment and personnel to handle products by methods to prevent soiling, marring or other damage.
- E. Promptly inspect products on delivery to ensure products comply with Contract Documents, quantities are correct, and to ensure products are undamaged and properly protected. Promptly remove damaged or defective products from site and replace at no adjustment to the Contract Sum and/or Contract Time.

1.07 STORAGE AND PROTECTION

- A. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible.
- B. Store products to facilitate inspection and measurement of quantity or counting of units.
- C. Store heavy materials away from structures in a manner that will not endanger supporting construction.
- D. Store sensitive products in weather-tight enclosures. Store products subject to damage by the elements above ground, under cover in a weather-tight enclosure, with ventilation adequate to prevent condensation.
 - 1. Maintain temperature and humidity within range required by manufacturer's instructions.
 - 2. Exterior Storage:
 - a. Store products above ground on blocking or skids to prevent soiling, staining and damage.
 - b. Cover products that are subject to damage by the elements with impervious protective sheet coverings. Provide adequate ventilation to prevent condensation.
 - c. Store sand, rock, aggregate or other loose granular material in well-

drained area on solid surfaces. Prevent mixing with foreign matter.

3. Arrange storage to provide access for inspection. Periodically inspect to assure products are undamaged and maintained under required conditions, free from damage and deterioration.
- E. Protection After Installation: Provide barriers, substantial coverings, notices and other materials or methods as necessary to protect installed work from traffic, subsequent construction operations and weather.
1. Maintain temperature and humidity conditions in interior spaces for Work in accordance with manufacturers' instructions for materials and equipment being protected.
 2. Remove protective measures when no longer required and prior to Acceptance of the Work.

1.08 SYSTEM COMPLETENESS

- A. The Contract Drawings and Contract Specification are not intended to be comprehensive directions on how to produce the Work. Rather, the Drawings and Specifications are instruments of service prepared to describe the design intent for the completed Work.
- B. It is intended that equipment, systems and assemblies be complete and fully functional even though not fully described. Provide all products and operations necessary to achieve the design intent described in the Contract Documents.
- C. **CMAR Contractor** is urged to report to Owner's Representative immediately when elements essential to proper execution of the Work are discovered to be missing or misdescribed in the Contract Documents or if the design intent is unclear.
- D. Should an essential element be discovered as missing or misdescribed prior to receipt of bids or establishing a negotiated Contract Sum, an Addendum or Clarification will be issued so that all cost may be accounted in the Contract Sum.
- E. Should an obvious omission or misdescription of a necessary element be discovered and reported after execution of the Agreement, **CMAR Contractor** shall provide the element as though fully and correctly described.

PART II - PRODUCTS – Not Applicable to this Section

PART III - EXECUTION

3.01 INSTALLATION OF PRODUCTS

- A. Comply with manufacturer's instructions and recommendations for installation of products.
- B. Anchor each product securely in place, accurately located and aligned with other Work. Clean exposed surfaces and protect to ensure freedom from damage and deterioration at time of Substantial Completion.

3.02 Refer to the following Attachment:

- A. Request for Substitution Form.

END OF SECTION 01 61 00

REQUEST FOR SUBSTITUTION

Substitution #: _____ **Submittal #:** _____ **Date:** _____

Project#: _____ **Specification #:** _____

PROJECT NAME: _____

TO:	FROM: _____

Name of Party Submitting Request for Substitution: _____

Reason for Submitting Request for Submission: _____

Specification Section and Paragraph #: _____

Substitution Manufacturer name and address: _____

Proposed substitution (trade name of product, model or catalog #): _____

Fabricators and Suppliers (as appropriate): _____

<p>PRODUCT DATA: ATTACH PRODUCT DATA AS SPECIFIED IN SPECIFICATION SECTION 013300 – SHOP DRAWINGS, PRODUCT DATA AND SAMPLES</p> <p>Similar projects using product (list dates of installation and names/phone numbers of Owners):</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Similar comparison of proposed substitution with specified product (indicate variation(s), and reference each variation to appropriate Specification Section paragraphs):</p> <p style="text-align: center;">-ATTACH COMPARISON SUMMARY-</p>
--

(SUBSTITUTION REQUEST CONTINUES)

Quality and performance comparison between proposed substitution and specified product:

Availability of maintenance services and replacement materials: _____

Effect of proposed substitution on Construction Schedule: _____

Effect of proposed substitution on other work or products: _____

SECTION 01 72 00

PREPARATION

PART I - GENERAL

1.01 SECTION INCLUDES

- A. Surveying and Field Engineering Services

1.02 RELATED SECTIONS

- A. Section 014500 – QUALITY CONTROL
- B. Section 017800- CLOSEOUT SUBMITTALS

1.03 REGISTRATION REQUIREMENT

- A. **CMAR Contractor** shall employ civil engineers/land surveyors, which are registered and licensed in the state of California and acceptable to the Owner.

1.04 LINE AND GRADES

- A. **CMAR Contractor** shall provide all construction survey work required for accurate location of the Work. Horizontal and vertical control for the Work shall be from project reference marks as shown on Contract Drawings. Owner's decision will be final in all questions regarding proper location of work.
- B. **CMAR Contractor** shall verify final configuration of project during demolition work. Minor adjustments of work to accommodate existing field conditions shall be responsibility of **CMAR Contractor**.
- C. For work that connects to existing structures with new floors or roofs that align with existing conditions; **CMAR Contractor** shall verify new and existing elevations prior to constructing the new floor or roof structure. Adjust elevations accordingly so that the new and existing floors are level and lineup.
 - 1. Owner approval in writing is required for any deviations from the contract documents intent.
- D. Replace control points that may be lost or destroyed, base requirements on original survey control, at no increase in the Contract Sum.

PART II - PRODUCTS – Not Applicable to this Section

PART III - EXECUTION

3.01 INSPECTION

- A. Verify locations of survey control points prior to starting work. Promptly notify Owner's Representative of any discrepancies discovered.

3.02 SURVEY REFERENCE POINTS

- A. Protect survey control points prior to starting site work; preserve permanent reference points during construction. Make no changes without prior written notice to Owner's Representative.
- B. Promptly report loss or destruction of any reference point or relocation required to Owner's Representative. Replace dislocated survey points based on original survey control.
- C. All control points established for the project must be clearly shown on the record documents.

3.03 SURVEY REQUIREMENTS

- A. Establish minimum of three (3) permanent benchmarks on site, referenced to establish control points. Record locations, with horizontal and vertical data, on Project Record Documents.
- B. Establish lines and levels, locate and lay out by instrumentation and similar appropriate means:
 - 1. Site improvements, including pavements, stakes for grading, fill and topsoil placement, utility locations, slopes and invert elevations.
 - 2. Grid or axis for structures.
 - 3. Building foundation, column locations and ground floor elevations.
 - 4. Controlling lines and levels required for mechanical and electrical work.
 - 5. Verify layouts as Work proceeds to assure compliance with required lines, levels and tolerances.
- C. Periodically certify layouts by same means.

3.04 RECORDS

- A. Maintain complete and accurate log of all control and survey work as it progresses Including but not limited to items indicated in 3.03, B. and 3.04, B.
- B. On completion of foundation walls, underground utilities and major site improvements, prepare certified survey showing all dimensions, locations, angles and elevations of construction. Provide as part of the As-Built Documents per Section 017800.

END OF SECTION 01 72 00

SECTION 01 73 00
CUTTING AND PATCHING

PART I - GENERAL

1.01 SECTION INCLUDES

- A. Requirements and limitations for cutting and patching Work.
- B. Hazardous Conditions Permit requirements for brazing, welding and other hot work.

1.02 RELATED SECTIONS

- A. Section 011100 – SUMMARY OF THE WORK
- B. Section 013100 – COORDINATION
- C. Section 013300 – SHOP DRAWINGS, PRODUCT DATA AND SAMPLES
- D. Section 015610 – AIRBORNE CONTAMINANTS CONTROL
- E. Section 016100 – PRODUCT REQUIREMENTS
- F. Individual Specifications Sections.
 - 1. Cutting and patching incidental to Work specified in this Section.
 - 2. Coordination with work in other Sections for openings required to accommodate Work specified in those other Sections.

1.03 SUBMITTALS

- A. **CMAR Contractor** shall complete and submit for review to Owner's Representative, a Coring/Sawcutting Form, included at the end of this Section, and obtain written authorization for Owner prior to the commencement of any dig activities. **CMAR Contractor** shall include all pertinent information with the Coring/Sawcutting Form and submit with detailed work plan fourteen (14) calendar days prior to desired coring/cutting activity.
 - 1. Structural integrity of any element of Project.
 - 2. Integrity of weather-exposed or moisture-resistant element.
 - 3. Efficiency, maintenance, or safety of any operational element.
 - 4. Visual qualities of sight-exposed elements.
 - 5. Work of Owner.
 - 6. Utility supply, drains, fire alarm, communication.

- B. Include in request:
1. Identification of Project, including Owner's Project Name and Project Number.
 2. Location and description of affected Work.
 3. Necessity for cutting and patching.
 4. Description of proposed work, and products to be used.
 5. Alternatives to cutting and patching.
 6. Effect on work of Owner.
 7. Written permission of Owner.
 8. Date and time work will be executed.

1.04 NOTIFICATIONS

- A. Before starting welding or cutting work involving the use of gas or electric welding equipment, or any brazing work involving gas or electric brazing equipment **CMAR Contractor** shall complete a Hazardous Conditions Permit form. **CMAR Contractor** shall allow seventy-two (72) Hours for Fire Marshal's approval and issuance of Hazardous Conditions Permit. This permit will be issued without cost to **CMAR Contractor** and may be applicable to more than one (1) building. **CMAR Contractor** shall be responsible for reporting to Fire Marshall Office either by telephone or in person at beginning and end of each day's work. Provide minimum written notice of fourteen (14) calendar days prior to such activities.
1. Welding and brazing personnel must be certified by an Owner approved laboratory and must maintain this certification during the work of this Contract.
 2. **CMAR Contractor** is responsible for notifying Owner of all apparent locations where suspect asbestos containing materials may be present or discovered during the course of the project such as cement pipes or other insulated material, which may be a result of newly excavated materials below grade or after building systems are opened such as within wall, ceiling or subfloor spaces. When any such location is discovered by **CMAR Contractor**, information relating thereto shall be immediately communicated to Owner's Representative.
 3. Where welding and cutting activity is required and suspect painted surfaces are present that will be impacted by the welding or cutting activity, the **CMAR Contractor** shall request from the Owner's Representative information regarding laboratory analysis for lead or other hazardous metals in the painted metal components before any cutting or welding is performed. The **CMAR Contractor**

shall refer to Section 013500 Special Procedures, 1.05 Hazardous Materials Procedures regarding materials impacted by welding and cutting activity.

4. **CMAR Contractor** shall then follow any and all instructions as indicated by Owner's Representative.

PART II - PRODUCTS

2.01 MATERIALS

- A. Product substitution: For any proposed change in materials, submit request for substitution under provision of SECTION 016100 – PRODUCT REQUIREMENTS. Use only materials for cutting, fitting, and patching which comply with the applicable Specification Sections, and which match adjacent materials. Use materials whose installed performance will equal or surpass that of existing materials.

PART III - EXECUTION

3.01 EXAMINATION

- A. General: Execute cutting, fitting and patching including excavation and fill, to complete Work and:
 1. Fit the several parts together, to integrate with other work.
 2. Uncover work to install ill-timed work.
 3. Remove and replace defective and non-conforming work.
 4. Remove samples of installed work for testing.
 5. Provide openings in elements of Work for penetrations of mechanical and electrical work.
- B. Examination, General: Inspect existing conditions prior to commencing Work, including elements subject to damage or movement during cutting and patching.
 1. After uncovering existing Work, inspect conditions affecting proper accomplishment of Work.
 2. Beginning of cutting or patching shall be interpreted to mean that existing conditions were found acceptable by **CMAR Contractor**.
- C. Ground Penetrating Radar: Determine by Ground Penetrating Radar all existing reinforcing, conduit and piping located in concrete walls and slabs prior to demolition. Clearly mark all locations and review with Owner Representative prior to demolition.

3.02 PREPARATION

- A. Temporary Supports: Provide supports to assure structural integrity of the Work. Provide devices and methods to protect other portions of Project from damage.
- B. Weather Protection: Provide protection from elements in all areas that may be exposed by uncovering work. Maintain excavations free of water.

- C. Protection. Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of the Project that might be exposed during cutting and patching operations.
- D. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas. Do not block required exit ways or stairs.
- E. Protect rated floor, wall and ceiling assemblies. Prior to cutting opening in a rated assemblies review with Owner's Representative and get written approval from the District Fire Marshal.

3.03 CUTTING AND PATCHING

- A. Execute cutting, fitting, and patching to properly complete Work.
- B. Coordinate installation or application of products for integrated Work.
- C. Uncover completed Work as necessary to install or apply products out of sequence.
- D. Remove and replace defective or non-conforming Work.
- E. Provide openings in the Work for penetrations of mechanical and electrical Work.
- F. Provide cutting and patching to accommodate all demolition work as part of this contract. Provide level and plumb cuts at locations that will be exposed or to provide smooth and even surface for patching to existing work or surfaces.
- G. Replace, patch, and repair material and surfaces cut or damaged by methods and with materials in such a manner as not to void any warranties required or existing.

3.04 PERFORMANCE

- A. Execute cutting and patching by methods to avoid damage to adjoining Work, and that will provide appropriate surfaces to receive final finishing.
- B. Execute cutting and patching of weather-exposed, moisture-resistant and sight-exposed surfaces by methods to preserve weather, moisture and visual integrity.
- C. Restore work with new Products as specified in individual Sections of Contract Documents.
- D. Cut rigid materials using masonry saw or core drill. Pneumatic tools are not allowed without prior approval from Owner. Coordinate timing of all sawing and cutting work with the Owner's Representative. Do not over saw cut corners and intersection unless written authorization is provided from the Owner Representative and the Structural Engineer of Record.
- E. Fit work neat and tight allowing for expansion and contraction. Butt new finishes to existing exposed structure, pipes, ducts, conduit, and other penetrations through surfaces.
- F. At penetrations of firewalls, partitions, ceiling, or floor construction, completely seal voids with UL approved fire-rated assembly. Provide temporary closures at the end of each workday. Closures shall be approved by the District Fire Marshal.
- G. Refinish surface to match adjacent finish. For continuous surfaces, refinish to nearest

intersection, corner or natural break and from floor to ceiling. For an assembly, refinish unit. All patched surfaces from new to existing shall provide a smooth and even transitions aligning with the adjacent surface with no visible marks, joints, seams, sheen, texture or color difference.

- H. Where new construction is to join with or match existing work, it shall be finished exactly to that work so as to form a complete unified and finished element.
- I. Visual Requirements: Do not cut and patch operating elements or related components in a manner that would, in the Owner's Representative's opinion, reduce the building's aesthetic qualities. Do not cut and patch construction in a manner that would result in visual evidence of cutting and patching. Remove and replace construction cut and patched in a visually unsatisfactory manner, including by not limited to.
 - 1. Repair and patch in areas where finishes have been visually disturbed by cutting and patching to the nearest intersections.
 - 2. Processed concrete finishes
 - 3. Firestopping
 - 4. Acoustical ceilings
 - 5. Flooring
 - 6. Carpeting

3.05 Refer to the following attachment

- A. Coring/Sawcutting Notification

END OF SECTION 01 73 00

CORING/SAWCUTTING NOTIFICATION

LOCATION: _____ PROJECT#: _____
TITLE: _____

TRACKING NUMBER: _____
(Provided by PO&M)

Spec #: _____ DATE: _____

TO: _____ FROM: _____

Project Manager:

SCOPE:

HAS USA BEEN NOTIFIED? YES NO *When?* _____

ARE ALL KNOWN UTILITIES MARKED? YES NO *By Whom?* _____

LOCATION OF WORK SHOWN ON ATTACHED SITE PLANS? YES NO *Purpose:* _____

DATE(S) CORING OR SAWCUTTING WILL TAKE PLACE: _____ Signed: _____

OWNER USE ONLY

DATE RECEIVED:

WHO FROM OWNER WILL AUTHORIZE, SUPERVISE AND VERIFY?
PHONE:

Utilities Verified by IOR? YES NO

Activities coordinated with: PO&M Fire Telecom Occ. Safety
 Other (Itemize):

COMMENTS:

Signed: _____
DATE AUTHORIZED: _____ Owner Representative
PO&M: _____

COMPLETION DATE: _____

COMMENTS:
(Unknown Utilities Encountered,
Disruptions, Successes, Weather,
etc.)

SIGNED: _____

Copies to: Owner Consultants, Facilities Maintenance, Fire, Telecom, File, Others:

SECTION 01 74 00

CLEANING

PART I - GENERAL

1.01 SECTION INCLUDES

- A. Construction Cleaning.
- B. Requirements for cleaning during progress of Work, at Substantial Completion of Work and at Acceptance of Work.
- C. Disposal of waste materials, debris and rubbish during construction.

1.02 RELATED SECTIONS

- A. General Conditions of the Contract: Cleanup.
- B. Additional Requirements: Cleaning for specific products or elements of Work are described in Specification Sections describing that Work.
- C. 01 74 19 Construction Waste Management

PART II - PRODUCTS

2.01 MATERIALS

- A. Use only those cleaning agents and materials that will not create hazards to health or property and that will not damage surfaces.
- B. Use only those cleaning agents, materials and methods recommended by manufacturer of the material to be cleaned.
- C. Use cleaning materials only on surfaces recommended by cleaning agent manufacturer.

2.02 EQUIPMENT

- A. Provide covered containers for deposit of waste materials, debris, and rubbish.
- B. Provide at each entry point to the Work, and at other areas as directed by Owner's Representative, a clean room sticky mat. Replace mats daily or as requested by Owner Representative.

PART III - EXECUTION

3.01 CLEANING

- A. Construction Cleaning: During Construction, maintain buildings, premises and property free from waste materials and rubbish. Dispose of such waste and debris at reasonable intervals off of Owner property.
1. Maintain areas under **CMAR Contractor's** control free of waste materials, debris and rubbish. Maintain site in a clean and orderly condition.
 2. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to closing such spaces.
 - a. All horizontal surfaces above ceilings shall be cleaned prior to ceiling closure.
 3. After every concrete placement clean all wet concrete from all surfaces.
 - a. Interior and exterior
 4. Clean interior areas daily to provide suitable conditions for Work. Remove debris from areas of work on a daily basis at a minimum, or more often as required to provide suitable conditions for work.
 5. Broom clean with sweeping compound or HEPA Vacuum interior areas prior to start of surface finishing, and continue cleaning on an as needed basis.
 6. Control cleaning operations so that dust and other particles will not adhere to wet or newly coated surfaces.
 7. Provide a mat, as specified above, for project entrances and exits. Item to be of sufficient size to allow personnel exiting project site to clean debris and dust from shoes. Tracking dust and debris through working areas of the facility and/or related buildings is not acceptable.
 8. Any dust or debris tracked out of the construction site, either by foot traffic or by debris hauling vehicles shall be cleaned by the **CMAR Contractor**. If the dirt or other debris is determined by the Owner's Representative to from the **CMAR Contractor's** activities at the jobsite it shall be cleaned in a timely manner regardless of how far from the site it is.
- B. Conduct cleaning and disposal operations in compliance with Waste Management Program per 013900 and all applicable codes, ordinances, regulations, including anti-pollution laws.

3.02 SUBSTANTIAL COMPLETION CLEANING

- A. Execute a thorough cleaning prior to Substantial Completion review by Owner's Representative.

- B. At roof areas remove all unused materials and construction waste including but not limited to screws, nails, fasteners, sheet metal cuttings, scrapes, oil, grease and adhesive. Wash down roof horizontal and vertical surfaces. Clean out all debris at roof drains.
- C. Clean walkways, driveways and streets by thorough brooming and wash-down.
- D. Clear debris from storm drainage lines and ways, leaving site ready for stormy weather.
- E. Rake landscaped areas clean.
- F. Remove waste and surplus materials, rubbish and temporary construction facilities, utilities and controls.
- G. Disinfect containment and protection areas as directed by Owner Representative.
- H. For Airborne Contamination areas: Construction cleaning use wet cleaning methods and HEPA-filtered vacuum cleaners are required to minimize release of airborne contaminants. Contain waste materials, debris and rubbish.

3.03 FINAL COMPLETION CLEANING

- A. Complete final cleaning before submitting final Application for Payment.
- B. Employ professional building cleaners to thoroughly clean building immediately prior to final inspection.
- C. Remove the following but not limited to concrete splatters, paint splatters, pencil marks, pen marks, chalkline marks, tape, protective films & coatings, grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from all sight-exposed interior and exterior surfaces.
- D. Restore damaged or marred surfaces.
- E. Remove dust from all horizontal surfaces not exposed to view, including light fixtures, ledges and fixture lenses.
- F. Clean and polish all glass, mirrors, and bright metal work. Clean and disinfect all plumbing fixtures.
- G. Damp wash all resilient flooring. Waxing of resilient flooring shall be done by the Owner.
- H. Thoroughly sweep all floors and vacuum all carpets.
- I. Cleaning of Work provided by Owner under separate contracts, will not be required except if soiled by construction activities under this Contract.
- J. Thoroughly clean and polish all resilient flooring, metal and plastic surfaces; remove labels and protective coatings.
- K. Replace filters and clean heating and ventilating equipment used for temporary heat and ventilation.
- L. Remove waste material or equipment that has been damaged, touch up and /or repair exposed areas; such repairs to be approved by Owner's Representative.

- M. Should final cleaning be inadequate, as determined by Owner's Representative, and **CMAR Contractor** fails to correct conditions, Owner's Representative may order thorough cleaning and deduct the cost from Final Payment.

3.04 FINAL COMPLETION SITE CLEANING

- A. Broom clean exterior paved surfaces. Rake clean other surfaces of the grounds.
- B. Power Wash, Hose down and scrub where necessary all concrete and walks dirtied as a result of the construction work. Thoroughly remove mortar droppings from all walks and pavements.
- C. Remove from the site all tools, equipment, construction waste, unused materials, excess earth, and all debris resulting from the Work.

3.05 DISPOSAL

- A. Conduct cleaning and disposal operations in compliance with all applicable codes, ordinances, regulations, including anti-pollution laws.
- B. Do not bury or burn rubbish or waste material on Owner premises.
- C. Do not dispose of volatile wastes, such as mineral spirits, oil, or paint thinner, in storm or sanitary drains.
- D. Remove waste materials, debris, and rubbish from site and dispose of off-site.

3.06 INSPECTION

- A. Prior to Beneficial Occupancy, Substantial Completion or Final Completion; **CMAR Contractor** and Owner's Representative shall jointly conduct an inspection of sight-exposed interior and exterior surfaces to verify that entire Work is clean.

END OF SECTION 01 74 00

SECTION 01 74 19

CONSTRUCTION WASTE MANAGEMENT

PART I – GENERAL

1.01 SUMMARY

- A. This Section includes requirements for construction waste management.
 - 1. Initial construction waste management plan.
 - 2. Progress construction waste reports.
 - 3. Final construction waste report.
 - 4. Salvaging nonhazardous demolition and construction waste.
 - 5. Recycling nonhazardous demolition and construction waste.
 - 6. Disposing of nonhazardous demolition and construction waste.

1.02 RELATED SECTIONS (NOT USED)

1.03 DEFINITIONS

- A. Retain terms that remain after this Section has been edited for a project.
- B. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- C. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- D. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- E. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- F. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- G. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.04 PERFORMANCE REQUIREMENTS

- A. **CMAR Contractor** shall contract a waste management vendor for all waste management services associated with this project, including hazardous waste management (If any).
- B. Minimize the creation of construction and demolition waste on the job site. Minimize factors that contribute to waste, such as over packaging, improper storage, ordering error, poor planning, breakage, mishandling, and contamination.
- C. Reuse, salvage, or recycle waste materials to greatest extent economically feasible. Divert construction, demolition, and land clearing debris from landfill disposal. Redirect recyclable material back to manufacturing process.

- 1. Land-clearing debris.

2. Wood, plywood, OSB, and particleboard
3. Concrete, bricks, CMU, rubble
4. Asphaltic concrete
5. Cardboard, paper, paper based packaging
6. Metals
7. Gypsum drywall
8. Paint
9. Glass
10. Vinyl siding and plastics
11. Beverage containers
12. Intact fluorescent metal halide, sodium, mercury lights. DO NOT break fluorescent lamps on site. Dispose of broken fluorescent lamps through **CMAR Contractor's** waste management contractor.

1.05 SUBMITTAL PROCEDURES

- A. See Section 01 33 00 - Shop Drawings, Product Data, and Samples.
- B. Waste Management Plan: Within 30 calendar days of Notice to Proceed, or prior to waste removal, whichever occurs sooner, develop a project Waste Management Plan. Provide the following information:
 1. Describe means of handling recyclable materials: will be site-separated and self-hauled to designated centers, OR will all construction & demolition waste will be commingled onsite, collected by a waste hauler and removed and sorted at a Materials Recovery Facility (MRF).
 - (a) If waste is to be site separated, provide a plan for the site separation area and describe where the materials will be taken and how the recycling facility will process the material
 - (b) If the material is to be removed at sorted at a MRF provide the name of the MRF, documentation confirming diversion rates at the MRF, and that the diversion rates are regulated by a government authority
 2. Provide estimates of how often collection will occur.
 3. Establish waste diversion goals for the project by identifying at least five materials (both structural and non-structural) targeted for diversion. Approximate a percentage of the overall project waste that these materials represent.
 4. Provide sample format for monthly progress reporting.
- C. Distribute copies of approved Waste Management Plan to each entity performing work at the site. The Waste Management Plan will be posted at the jobsite trailer.
- D. Submit Qualification Data for Waste Management Coordinator to **Owner** Representative for review.
- E. Waste Reduction Progress Reports: Concurrent with each Application for Payment submit a waste reduction progress report with the following information:
 1. Material category

2. Generation point of waste
 3. Total quantity of waste in tons.
 4. Quantity of waste salvaged, both estimated and actual in tons.
 5. Quantity of waste recycled, both estimated and actual in tons.
 6. Total quantity of waste recovered (salvaged plus recycled) in tons.
 7. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.
 8. Job to date report from offsite waste manager.
- F. Final Report: Submit calculations of total construction waste recycling rates, salvage rates, and landfill rates. Describe compliance with performance requirement.

1.06 QUALITY ASSURANCE

- A. Coordination and Instruction: Contact the **CMAR Contractor's** contract waste management vendor to coordinate on-site separation, handling, recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the Work.
- B. Meetings: Conduct Construction Waste Management meetings. Include subcontractors affected by the Waste Management Plan. At a minimum, waste management goals, issues and progress shall be discussed at the following meetings:
 1. Project kick-off meeting
 2. Regularly scheduled job-site meetings.

PART II - PRODUCTS

2.01 WASTE CONTAINERS

- A. Provide durable, covered, secured, reusable container for each category of waste.
- B. Provide identifying sign for each container: At least 6 feet by 3 feet, exterior grade panel, painted, message in large letters identifying waste category and waste disbursement subcontractor.
- C. Provide separate containers for wet and food waste.

PART III – EXECUTION

3.01 CONSTRUCTION PROCEDURES

- A. Materials Conservation: When possible, use construction methods that reduce construction waste.
 1. Order materials precut to required size.
 2. Order exact quantity required.
 3. Protect products against damage during storage, installation and in-place.

4. Require products delivered to the Site with packing materials that can be returned to sender, reused by others, or easily recycled.
- B. Waste Management Plan Implementation
1. Separation Facilities: Designate a specific area or areas to facilitate separation of materials for potential reuse, salvage, recycling, and return.
 2. Recycling and waste bin areas shall be kept neat and clean and clearly marked to avoid commingling of materials.
 3. Coordinate with the **CMAR Contractor's** contracted waste management contractor on the use of source-separated dumpsters and commingled (single stream) dumpsters at the specified dumpster area. Area is to be kept clear for truck access.
 4. Coordinate with the **CMAR Contractor's** contracted waste management contractor on the off-site processes for managing the recycled materials, either via waste management contractor's material recovery facility or transport directly to a commercial recycler.
 5. Bins shall be protected during non-working hours from off-site contamination and from pilferage.
 6. Separate recycling waste in compliance with requirements of **CMAR Contractor's** contracted waste management vendor.
- C. Materials Handling Procedures: Protect materials to be recycled from contamination. Handle, store, and transport materials in a manner that meets the regulatory agency requirements and requirements of the designated facilities for acceptance.
- D. Hazardous Wastes: Separate, store, and dispose of hazardous waste according to local regulations.

END OF SECTION 01 74 19

(1) **WASTE MATERIALS ESTIMATING SHEET**

(Use as many sheets as needed)

PROJECT TITLE: _____
 COMPANY: _____
 DATE: _____

		Total Amount Generated		Amount Recycled		Amount Salvaged		Amount Sent to Landfill	
Material	Destination	Tons	Cu Yds	Tons	Cu Yds	Tons	Cu Yds	Tons	Cu Yds
Total									

SECTION 01 75 00
STARTING AND ADJUSTING SYSTEMS

PART I - GENERAL

1.01 SECTION INCLUDES

- A. Procedures for Starting Systems

1.02 RELATED SECTIONS

- A. Section 018100 – PLUMBING/HVAC TESTING PROCEDURES
- B. Section 018200 – DEMONSTRATION AND TRAINING
- C. Section 019100 - COMMISSIONING
- D. Division 22
- E. Division 23
- F. Division 25
- G. Division 26
- H. Division 27
- I. Any other applicable sections

1.03 SUBMITTAL REQUIREMENTS

- A. Submit preliminary schedule listing times and dates for start-up of each item of equipment in sequence in writing, minimum of ninety (90) calendar days prior to any start-up.
 - 1. Start up, testing and Commissioning of equipment shall be integrated and coordinated with the contract schedule.
 - a. Adjustments will be made as project progresses, but the sequencing will be maintained.
- B. Submit manufacturer's representative reports within one (1) week after start-up, listing satisfactory start-up dates.
- C. Provide information, manufacturer and model number of all testing equipment to be used and current certification that the testing equipment has been calibrated within the last 6 months.
- D. Maintain log with dates and results of Starting and Adjustments, and provide electronic copy to Owner's Representative.

1.04 PROJECT CONDITIONS

- A. Building enclosure shall be complete and weather-tight.
- B. Excess packing and shipping bolts shall be removed.
- C. Interdependent systems shall have been checked and made operational.
- D. Permanent Power is connected and operational to the building.

PART II - PRODUCTS – Not Applicable to this Section

PART III - EXECUTION

3.01 INSPECTION

- A. Verify Project conditions comply with requirements for start-up.
- B. Verify status of Work meets requirements for starting equipment and systems.

3.02 PREPARATION

- A. Coordination: Coordinate sequence for start-up of various item of equipment.
- B. Notification: Notify Owner in writing, minimum of fourteen (14) calendar days prior to start-up of each item of equipment.
- C. **CMAR Contractor** Quality Assurance Manager shall take the lead role for Starting and Adjusting the equipment; coordinate and work with the Owner's Representative and Inspectors throughout the entire process.
 - 1. Coordinate all start-up with the Commissioning Agent for the project.
- D. Information on hand: Have Contract Documents, shop drawings, product data, and operation and maintenance data at hand during entire start-up process.
- E. Verify each piece of equipment is anchored correctly per the manufacturer's requirements and the Contract Documents prior to energizing or starting.
- F. Verify each piece of equipment is connected to the correct power source, the breaker and conductors are the correct size. Overcurrent protection in place and required shut offs adjacent to the equipment are in place.
- G. Verify each piece of equipment has been checked for proper lubrication, drive rotation, belt tension, control sequence, and other conditions that may cause damage prior to energizing or starting.
- H. Verify control systems are fully operational in automatic mode.
- I. Manufacturer's Criteria: Verify tests, meter readings and specific electrical characteristics agree with electrical equipment manufacturers' criteria.

- J. Bearings: Inspect for cleanliness: clean and remove foreign matter, verify alignment. Take corrective action as required.
- K. Drives: Inspect for tension on belt drives, adjustment of vari-pitch sheaves and drives, alignment, proper equipment speed, and cleanliness. Take corrective action as required. Verify shaft grounding protection is in place.
- L. Motors: Verify motor amperage agrees with nameplate value. Inspect for conditions that produce excessive current flow and that exist due to equipment malfunction. Take corrective action as required. Verify shaft grounding protection is in place.

3.03 STARTING SYSTEMS

- A. Execute start-up under supervision of responsible **CMAR Contractor** personnel.
- B. Place equipment in operation in proper sequence in accordance with sequencing schedule and the contract schedule.
- C. Follow manufacturer's requirements and recommendations for Starting and Adjusting, including any Owner requirements that may be listed in the Contract and Construction Documents.
- D. Equipment manufacturers representatives shall be on site for Starting and Adjusting that equipment.
- E. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- F. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- G. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

END OF SECTION 01 75 00

SECTION 01 76 00

PROTECTION of EXISTING and INSTALLED CONSTRUCTION

PART I - GENERAL

1.01 SECTION INCLUDES

- A. Protection for Products Including Owner Provided Products, After Installation.
- B. Protection of Existing Utilities, Interference and Underground Structures.
- C. Protection of Existing Structures and Work adjacent to new construction and demolition.

1.02 RELATED SECTIONS

- A. Section 013100 – COORDINATION
- B. Section 015100 – TEMPORARY UTILITIES

1.03 EXISTING UTILITIES

- A. Known Utilities: Known existing utilities are shown on Contract Drawings in approximate locations. **CMAR Contractor** shall exercise care in avoiding damage to existing facilities. **CMAR Contractor** shall be responsible for repair of same if damaged through **CMAR Contractor's** action. Hand excavation shall be utilized when digging in close proximity to existing utilities. Owner does not guarantee that all utilities or obstructions are shown, or that locations indicated are accurate.
- B. As part of the Contract Work the investigation and excavation to locate existing utilities and underground structures shall be as follows, **CMAR Contractor** shall assume the existing known utility is within a 5 feet zone on either side of the location indicated on the Contract Documents. If the existing known utility is not located within a 5 feet zone on either side of the location indicated on the Contract Documents, the **CMAR Contractor** shall immediately notify the Universities Representative. The **CMAR Contractor** shall continue excavating until the existing utility is located. The **CMAR Contractor** shall be compensated for any additional excavation beyond the 5 feet zone on either side of the existing utility per 1.03D.
- C. Electrical Equipment: No work shall be performed on energized electrical equipment unless scheduled with Owner's Representative. Owner reserves right to specify specific conditions for all work involving energized high voltage electrical equipment and its scheduled modification proposal.

- D. Uncovering Facilities: Prior to any earthwork for new construction, **CMAR Contractor** shall uncover all existing piping where crossings, interferences or connections are shown on Contract Drawings, from one (1) foot below proposed construction limit to the existing ground surface. Any variation in actual elevations and indicated elevations shall be brought to Owner's Representative attention. If **CMAR Contractor** does not expose all existing utilities, **CMAR Contractor** shall not be entitled to additional compensation for work necessary to avoid unknown interferences.
- E. Interferences: If interferences occur at locations other than general locations shown on Contract Drawings, and such utilities are damaged before such locations have been established, or create an interference, **CMAR Contractor** shall immediately notify Owner's Representative and a method for correcting said interference shall be supplied by Owner. Payment for additional work due to interferences not shown on Contract Drawings shall be in accordance with the General Conditions of the Contract. Cost of repair to damaged utilities shall be deducted from the Contract Sum.
- F. Accuracy of Drawings: Drawings showing location of equipment, piping, etc. are diagrammatic and job conditions will not always permit installations in locations shown. When a conflict situation occurs, immediately bring to attention of Owner's Representative for determination of relocation.
- G. Deviations from Drawings: Information shown relative to existing power and signal service is based upon available records and data but shall be regarded as approximate only. Minor deviations found necessary to conform with actual locations and conditions shall be made at no change to the Contract Sum.

PART II - PRODUCTS – Not Applicable to this Section

PART III - EXECUTION

3.01 PROTECTION AFTER INSTALLATION

- A. Installed Equipment and Materials: Adequately protect all installed equipment and materials until completion and acceptance by Owner's Representative.
- B. Existing Facilities: All existing areas, improvements and facilities shall be protected from damage of any type resulting from operations, equipment or workers of **CMAR Contractor** during the construction process.
- C. Subsequent Operations: Protect installed products and control traffic in immediate area to prevent damage from subsequent operations.
- D. Traffic Areas: Provide protective coverings at walls, projections, corners, and jambs, sills, and soffits of openings in and adjacent to traffic areas.
- E. Elevators: Cover walls and floors of elevator cabs, and jambs of cab doors, when elevators are used by construction personnel. Protect the elevator call buttons, switches, communication devices, lights, thresholds and other components.
- F. Moisture and Humidity Protection: Protect all new installed work and existing work per the manufacturer's requirements from moisture or humidity damage including but not limited to stored materials, finishes, gypsum board, insulation, doors, casework, millwork, equipment and all other building components.
- G. Finished Floors: Protect finished floors and stairs from dirt, wear, and damage:

1. Secure heavy sheet goods or similar protective materials in place, in areas subject to foot traffic.
 2. At all transitions to adjacent areas not under construction.
 3. Lay rigid materials in place in areas subject to movement of heavy objects and where storage of products will occur.
- H. Waterproofed and Roofed Surfaces:
1. Restrict use of surfaces for traffic of any kind, and for storage of products.
 2. When an activity is mandatory, obtain recommendations for protection of surfaces from manufacturer. Install protection and remove on completion of activity. Restrict use of adjacent unprotected areas.
 3. No Construction work shall be conducted on any unprotected roof weather new or existing.
 4. All pathways to work on the roof shall be protected.
- I. Lawns and Landscaping: Restrict traffic of any kind across planted lawn and landscaped areas.
- J. Adjacent Facilities: Care shall be exercised to prevent damage to adjacent facilities including walks, curbs, and gutters. Adequate protection shall be placed where equipment will pass over such obstructions, and facilities damaged by construction operations shall be removed and replaced at **CMAR Contractor's** expense.

3.02 Protection of Existing Structure and Work adjacent to new construction and demolition.

- A. The **CMAR Contractor** shall protect existing in place work at the exterior and interior, including but not limited to finishes, materials, products, utilities, fixtures, and equipment adjacent to new construction and demolition. Any existing in place work at the exterior and interior that is damaged by the **CMAR Contractor** shall be repaired or replaced at no extra cost to the Owner.
- B. Overloading: **CMAR Contractor** shall be responsible for overloading any part or parts of structures beyond the calculated capacities of the design. Placing materials, equipment, tools, machinery, or any other item shall be done with care to avoid overloading. No loads shall be placed on floors or roofs before they have attained their permanent and safe strength.
- C. Damaged Work: All damaged work shall be replaced, repaired, and restored to its original condition without change to the Contract Sum. Repair or replace all damaged work promptly as directed by Owner's Representative.
- D. Damaged Utilities: Where existing utilities are damaged or disrupted on account of any act, omission, neglect, or misconduct of the **CMAR Contractor** in the manner or method of executing the Work, or due to non-execution of work, such damage shall be immediately repaired to maintain operation regardless of the time of occurrence.
- E. Temporary Construction: Provide temporary construction necessary for protection of building and its parts. Close in buildings as soon as possible to protect from weather and vandalism. Protect existing buildings and controlled temperature areas from damage.

- F. Doors and Casework: Protect doors, millwork and mill counters and cases and hardware from damage, including abrading and scratching of finishes. Protect doors and frames and hardware from mechanical damage and damage to anodic coatings.
- G. Protective Coatings: Remove protective coatings, etc., as required to leave work in condition for painting and finishing, final cleaning, etc.
- H. Exterior Work: Protect all exterior work, including existing asphalt paving and landscaping and buildings.

END OF SECTION 01 76 00

SECTION 01 77 00

CLOSE OUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for project closeout, including but not limited to:
 1. Substantial Completion procedures.
 2. Final Acceptance Procedures.
 3. Final cleaning.
 4. Repair of Work

1.3 SUBSTANTIAL COMPLETION PROCEDURES

- A. **CMAR Contractor's** list of Incomplete Items: Prepare and submit a list of items to be completed and corrected (**CMAR Contractor's** punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Substantial completion: Prior to Substantial Completion, complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion.
 1. Notify Owner's Representative that project is ready for inspection. Participate with Owner in conducting inspection.
 2. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 3. Submit closeout submittals, including project record documents, operation and maintenance manuals, damage or settlement surveys, as-builts, and similar final record information.
 4. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, extra material / attic stock, and similar documents.

1.4 FINAL COMPLETION PROCEDURES

- A. Final Completion: Before requesting final inspection for determining final completion, complete the following:
1. Notwithstanding the "Payment to **CMAR Contractor**" provisions set forth in the General Conditions, submit a final Application for Payment according to Section 012900 "Payment Procedures." No later than seven (7) days after work is complete, conduct a post-dredge survey. Submit to Owner for review and approval.
 2. Certified List of Incomplete Items: Submit certified copy of Owner's Representative Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Owner's Representative. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Submit final inspection report.
 4. Submit final completion photographic documentation.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Owner's Representative will either proceed with inspection or notify **CMAR Contractor** of unfulfilled requirements. Engineer will prepare a final Certificate for Payment after inspection or will notify **CMAR Contractor** of construction that must be completed or corrected before certificate will be issued.
1. Reinspection Procedure: The Engineer will reinspect the Work upon receipt of notice that the work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Engineer.
 2. Upon completion of reinspection, the Engineer will prepare a certificate of final acceptance, or advise the **CMAR Contractor** of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
 3. If necessary, reinspection will be repeated.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by **CMAR Contractor** that are outside the limits of construction.
1. Organize list items applying to each space by major element.
 2. Submit list of incomplete items.

PART 2 - PRODUCTS (not applicable)

PART 3 – EXECUTION

3.1 FINAL CLEANING:

- A. Conduct cleaning and waste-removal operations.
 - 1. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion.
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances. Rake grounds that are neither paved nor planted, to a smooth even-textured surface.
 - b. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
- B. Where extra materials of value remaining after completion of associated Work have become the Owner's property, arrange for disposition of these materials as directed.

3.2 REPAIR OF WORK

- A. Complete repair and restoration operations, before requesting inspection for determination of Substantial Completion.

END OF SECTION

SECTION 01 81 00

PLUMBING/HVAC TESTING PROCEDURES

PART I - GENERAL

1.01 SECTION INCLUDES

- A. Procedures for Adjusting and Balancing Systems

1.02 RELATED SECTIONS

- A. Section 01 45 00 – QUALITY CONTROL: Testing organization services.
- B. Section 01 75 00 – STARTING AND ADJUSTING SYSTEMS: Starting and adjusting equipment prior to commissioning.
- C. General Conditions of the Contract: Inspections, tests and approvals required by governing authorities.

1.03 SUBMITTAL REQUIREMENTS

- A. Service Provider: Prior to start of work, submit name or organization proposed to perform services. Designate managerial responsibilities for coordination of all testing activities.
- B. Qualifications: Submit documentation to confirm organization qualifications.
- C. Report Forms: Submit three (3) preliminary specimen copies of each report form proposed for use.
- D. Final Report Submission: Fourteen (14) calendar days prior to completion submit three (3) copies of final reports. Submit reports of testing that are postponed due to seasonal, climatic, occupancy, or other reasons beyond **CMAR Contractor's** control, promptly after execution of those services.

1.04 GENERAL PROCEDURES

- A. Procedural Compliance: Comply with procedural standards of certifying association under whose standard services will be performed.
- B. Notification: Notify **Owner's** Representative, in writing, minimum of fourteen (14) calendar days prior to beginning service operation.
 - 1. Record Keeping: Accurately record date for each step.
 - 2. Report to **Owner's** Representative any defects or deficiencies noted during performances of services.

1.05 FINAL REPORTS

- A. Organization having managerial responsibility shall make reports.
- B. Each Form shall bear signature of recorder, and that of supervisor of reporting organization.
- C. Identify each instrument used and latest date of calibration of each.

1.06 **CMAR CONTRACTOR RESPONSIBILITIES**

- A. Prepare each system for testing.
- B. Coordinate with testing organization; provide access to equipment and systems. Operate systems at designated times, and under conditions required for proper testing.
- C. Notify testing organization fourteen (14) calendar days prior to time system will be ready for testing.

PART II - PRODUCTS (Not Used)

PART III - EXECUTION (Not Used)

3.01 PREPARATION

- A. Provide instruments required for testing operations. Make instruments available to **Owner** to facilitate spot checks during testing. Retain possession of instruments and remove at completion of services.
- B. Verify installation of system to be tested is complete and in continuous operation.
- C. Verify ambient conditions and related facilities are in full operation.

3.02 SCHEDULE OF SYSTEMS REQUIRING TESTING SERVICES

- A. Test piping at completion of roughing in, in accordance with the following schedule and show no loss in pressure or visible leaks after minimum duration under water pressure as set forth:

TEST SCHEDULE SYSTEM TESTED	TEST PRESSURE PSIG	DURATION
All Soil, Waste Drain and Vent Piping, and All Storm Drains	Test with water to top of highest vent, minimum of 10'	2 Hours
All Underground Soil, Waste Drain, Vent Piping and Storm Drain Piping	5 psig - *Air	15 Minutes
Heating and Chilled Water Distribution System Connections	225 psig	4 Hours
Domestic Hot & Cold Water Piping	150 psig at rough in	2 Hours
Fire Sprinkler Piping Water	200 psig	2 Hours
Tests required in individual specification sections		TBD

**The air test shall be made by attaching an air compressor testing apparatus to any suitable opening, and after closing all other inlets and outlets to the system, forcing air into the system until there is a uniform gage pressure.*

- B. Testing equipment, materials, and labor shall be furnished by **CMAR Contractor**.
- C. Repair piping systems sections which fail required piping test, by disassembly and reinstallation, using new materials to extent required to overcome leakage. Do not use chemicals, stop-leak compounds, mastics, or other temporary repair methods.

END OF SECTION 01 81 00

SECTION 01 82 00

DEMONSTRATION AND TRAINING

PART I - GENERAL

1.01 SECTION INCLUDES

- A. Procedures for Demonstration of Equipment Operation and Instruction of Owner Personnel.

1.02 RELATED SECTIONS

- A. Section 017800 – CLOSEOUT SUBMITTALS
- B. Section 018100 – PLUMBING/HVAC TESTING PROCEDURES

1.03 SUBMITTALS

- A. Submit preliminary schedule for Owner Representative approval, listing times and dates for demonstration of each item of equipment and each system, in writing, minimum of thirty (30) calendar days prior to activities.
- B. Submit reports and videos within (14) calendar days after completion of demonstrations and instructions. Give time and date of each training session, and hours devoted to training with a list of persons present and the corresponding video.

1.04 QUALITY ASSURANCE

- A. Equipment installed under Contract shall operate quietly and free of vibration. Adjust, repair, balance properly, or replace equipment producing objectionable noise or vibration in occupied areas of building. Provide additional brackets, bracing, etc., to prevent such noise or vibration. Systems shall operate without humming, surging or rapid cycling.
- B. Owner will provide list of personnel to receive instructions and will coordinate their attendance at agreed-upon time.

PART II - PRODUCTS – Not Applicable to this Section

PART III - EXECUTION

3.01 PREPARATION

- A. Verify equipment has been inspected, commissioned, and put into operation.
- B. Send approved pdf version of completed operation and maintenance manual 7 calendar days prior to training.

3.02 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of equipment and systems to Owner two (2) weeks prior to date of final inspection. For equipment requiring seasonal operation, perform instructions for other seasons within six (6) months of completion.
- B. Use operation and maintenance manuals as basis of instruction. Review contents of manual with personnel in detail to explain all aspects of operation and maintenance. Display on a video screen and demonstrate the use of bookmarks and searches to find information being sought.
- C. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled times, at equipment location.
- D. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

END OF SECTION 01 82 00

SECTION 01 91 00

COMMISSIONING

PART I - GENERAL

1.01 SUMMARY

- A. Commissioning (Cx) is the process of ensuring that all building systems are installed and perform interactively according to the design intent; those systems are efficient, cost effective and meet the Owner's Project Requirements and operational needs; that the installation is adequately documented; and that the operations staff are adequately trained. This is achieved by a full understanding of all building systems through construction, acceptance and warranty period with actual verification of performance. It also establishes testing and communication protocols in an effort to advance the building systems from installation to full dynamic operation and optimization.
- B. The Commissioning process does not relieve responsibility of the **CMAR Contractor** to provide a finished and fully functioning Project. The **CMAR Contractor** and Subcontractors shall provide the quality control for installation and start-up of the building systems.
- C. The specified commissioning activities shall demonstrate compliance with the Owner and California Code Commissioning requirements.
- D. Commissioning is a condition of the Contract and shall not be excluded from the base bid.
- E. Commissioning requirements extend to all alternates and change orders, as well as all subcontracts and purchase orders for work under the **CMAR Contractor's** control.
- F. Related Documents:
 - 1. Division 00 Procurement and Contracting Requirements, apply to this Section.
 - 2. Drawings and general provisions of Contract, and other Division 01 Specification Sections, apply to this Section.
 - 3. Technical Divisions of the Specifications apply to this Section.

1.02 DEFINITIONS

- A. Acceptance Phase: This is the phase of the project when the facility and its systems and equipment are inspected, tested, verified, and documented, and when most of the Functional Performance Testing (FPT) and final training occurs. This will generally occur after the Construction Phase is complete (i.e., start-up and checks have been accomplished). The Acceptance Phase typically begins with certification by the **CMAR Contractor** that the systems have been started in accordance with the approved protocols and the submission of the documentation of that start-up. The Acceptance Phase ends with the successful completion of all FPT and sign-off by the CA and the Owner.
- B. Action Item: Any issue that requires a response, completion, corrective or additional

work, or any other action. Examples include a Request for Information (RFI), a work directive, a clarification request, a to-do item, an identified deficiency, or any other like item. Action Items must be categorized as appropriate.

- C. Action List: This is a list that is maintained and updated by the CxA that includes all Action Items that relate to Cx activities.
- D. Commissioning (Cx): The process of ensuring that all building systems perform interactively according to the design intent and that the system operations are efficient and cost effective and meet the Owner's functional needs.
- E. Commissioning Agent (CxA): The individual retained by the Owner who will oversee the Cx process, develop and stipulate many of the Cx requirements (including FPTs), manage the Cx process, and ensure and verify that systems and equipment are installed, and tested to meet the Owner's requirements.
- F. Commissioning Coordinator (CC): The **CMAR Contractor** shall provide a Commissioning Coordinator. The CxA, the Owner's Representative and the CC will comprise a commissioning management team. While the CxA leads the overall commissioning process, the CC is responsible for managing **CMAR Contractors** in their day-to-day performance of the specified commissioning work. The CC is an employee of the **CMAR Contractor** who is regularly and frequently on site. Qualifications for the Commissioning Coordinator include experience and excellent abilities to schedule, coordinate and manage subcontractors. The following tasks are some of the critical items included in the CC's scope of work:
 - 1. Integrating the specified commissioning activities into the overall contract construction schedule, updating the schedule and providing three-week look-ahead schedules showing the upcoming commissioning related activities.
 - 2. Providing all commissioning submittals to the Owner's Representative and CxA.
 - a. O&M Manuals per Division 017700 Close-out Procedures and 017800 Close-out Submittals
 - 3. Coordinating Owner training and ensuring that training is provided in accordance with the Division 017700 Close-out Procedures and the technical specifications.
 - 4. Ensuring that subcontractors and supplier review and complete the CxA provided FPT procedures and forms then submitted in accordance with the specifications. This includes providing written comments (even if no exception is taken) regarding issues pertaining to safety, equipment protection/warranty and appropriateness of the procedure for the systems as provided from all required FPT participants for each FPT.
 - 5. Coordinating development and submittal of specified flushing, cleaning and start-up procedures and ensuring that these procedures are completed, and documentation is submitted.
 - a. Providing test reports and progress reports in accordance with the 017800 Close-out Submittals, commissioning, and technical specifications.
 - 6. Managing the **CMAR Contractor** participation in the FTP process in accordance with the commissioning specifications.
 - 7. Managing the **CMAR Contractor** participation in resolution of issues identified during pre-commissioning meetings and during the commissioning process.

8. Ensuring that subcontractors perform preliminary testing to verify readiness for final FPT demonstrations, submitting documented verification that systems will pass functional tests with acceptable results as documented in the FPTs and coordinating the demonstration of the FPTs to the Owner and the CxA.
 9. Coordinating repeat FPTs that fail due to contract deficiencies until acceptable results are achieved and managing the reimbursement of the Owner's costs for repeated tests in accordance with the commissioning specifications.
- G. Commissioning Plan: This is a detailed document prepared and maintained by the CxA that describes the entire commissioning process.
- H. Commissioning Specifications (Cx specs): Includes the Cx specification section and Cx-related subsections of other specifications. All **CMAR Contractor** requirements relating to Cx.
- I. Commissioning Team: The parties involved in the commissioning process for any given system. The Cx Team will include a core group involved with all systems. This core group will typically include the CxA, the Owner's Cx coordinator, and **CMAR Contractor** CC and/or MEP Coordinator. At any given point the team may include the project manager, members of the design team, the project inspector, product representatives, and operation and maintenance personnel.
- J. **CMAR Contractor**: As used herein, **CMAR Contractor** is a general reference to the installing parties and can therefore refer to the **CMAR Contractor**, the subcontractors, or vendors as inferred by its usage.
- K. Construction Phase: Phase of the project during which the facility is constructed and/or systems and equipment are installed and started. **CMAR Contractor** and subcontractors complete the installation complete start-up documentation, submit O&M information, establish trends, and perform other applicable requirements to get the systems started. The Construction Phase will generally end upon completed start-up and TAB of systems and equipment.
- L. Contract Documents: The documents governing the responsibilities and relationships between the parties involved in the construction of the project including, but not necessarily limited to, the agreement/contract, construction plans and drawings, specifications, addenda, and change orders.
- M. Deficiency: A condition in the installation or function of a component, piece of equipment or system that is not in compliance with the Contract Documents.
- N. Functional Completion: A milestone that marks the completion of the Acceptance Phase and successful documentation of the FPTs by the CxA.
- O. Functional Performance Testing (FPT): This process verifies that the systems within the commissioning scope function in accordance with the Contract Documents, the Owner's design intent and the Design Team's Basis of Design. The process includes the documented testing of the systems under actual and simulated operating conditions. Functional Performance Test (FTP) procedures are detailed instructions that allow experienced system technicians to perform the FPTs with repeatable results. The repeatability of the procedures and results validate the tests. Final performance testing of systems will begin only after the **CMAR Contractor** certifies that such systems are completely installed and ready for functional testing and after the CxA has completed the subsequent installation verification process for the systems to be tested.

- P. Installation Verification Process: This process includes the on-site review of related system components for conformance to the Contract Documents. Upon receipt of the completed **CMAR Contractor's** System Readiness Manual, the CxA will conduct this review and verify system readiness for final functional testing procedures. The CxA will document issues identified during this process and assign them to the appropriate party for resolution.
- Q. MEP Coordinator: **CMAR Contractor's** staff member who is responsible for all MEP equipment and system installation, coordination, and start-up is the primary contact for the Cx Agent and shall be responsible to organize and lead the start-up and commissioning meetings, tracks response to Action Items from Cx Agent and generate minutes.
- R. Ready to Commission statement: The subcontractor's written statement, through the System Readiness Checklist (SRC), that the equipment or system described has been completely installed, started, and tested to ensure that it has met all the requirements of the contract documents and is ready for commissioning.
- S. Start-up: Refers to the quality control process whereby the **CMAR Contractor** verifies the proper installation of a device or piece of equipment, executes the manufacturer's starting procedures, completes the start-up checklists, energizes the device, verifies it is in proper working order and ready for dynamic testing, and completes the start-up tests.
- T. System Readiness Checklists (SRCs): These checklists are provided by the CxA and include equipment installation and start-up items specified to be performed and verified by the **CMAR Contractor**. These checklists shall be compiled along with associated start-up forms by the **CMAR Contractor** to create the **CMAR Contractor's** System Readiness Plan. They shall be completed during installation and returned to the CxA as components of the **CMAR Contractor's** System Readiness Manual prior to the final CxA installation verification and functional performance testing process.
- U. System Readiness Manual: This document includes, for each system within the commissioning scope of work, completed and signed versions of each form submitted by the **CMAR Contractor's**.
- V. System Readiness Plan: This document shall be completed by the **CMAR Contractor** and submitted to the CxA prior to the final installation verification and functional performance testing process. By submitting these completed forms, the **CMAR Contractor** signals that the relevant systems are installed, operational and will meet functional testing acceptance criteria. The System Readiness Plan is compiled by the **CMAR Contractor** and includes, for each system within the commissioning scope of work, the System Readiness Checklists provided by the CxA, followed by the associated **CMAR Contractor's** Start-up and Test Forms. The **CMAR Contractor** System Readiness Plan shall be submitted to the CxA for review and approval prior to installation of the systems.

1.03 REFERENCES

- A. American Society of Heating, Refrigeration, and Air-Conditioning Engineers (ASHRAE):
 - 1. ASHRAE Guideline 0-2013, The Commissioning Process
 - 2. ASHRAE Guideline 1.1-2007, HVAC&R Technical Requirements for The Commissioning Process.
 - 3. ASHRAE Standard 202-2013, Commissioning Process for Buildings and Sys-

tems

- B. California Building Standards Code (California Code of Regulations, Title 24):
 - 1. Part 6, Building Energy Efficiency Standards for Residential and Nonresidential Buildings
 - 2. Part 11, CALGreen

1.04 SYSTEMS TO BE COMMISSIONED

- A. All systems and equipment identified in the contract documents as having quality assurance or acceptance testing requirements are included in SYSTEMS TO BE COMMISSIONED by reference.
- B. All systems and equipment identified in the contract documents as requiring startup are included in SYSTEMS TO BE COMMISSIONED by reference.
- C. All systems and equipment identified in the contract documents requiring training are included in SYSTEMS TO BE COMMISSIONED by reference.
- D. Commissioning shall be system based.
 - 1. Equipment and sub-assemblies are to be installed, started, and tested as components of each respective system rather than as a category of equipment or by specification section.
- E. The systems to be commissioned shall include but are not limited to the following:
 - 1. Air Handling Units
 - 2. Exhaust Fans
 - 3. HTHW Heat Exchangers
 - 4. Pumps
 - 5. Fan Coils
 - 6. Terminal Devices (VAV boxes)
 - 7. Sump Pumps
 - 8. Air Transfer Fans
 - 9. Hot Water Heaters
 - 10. Building Control System - Direct Digital Control System
 - 11. Energy Management System
 - 12. Hydronic Systems

13. Heat Exchangers
14. Automated Lighting control systems
15. Emergency generators
16. Transfer switches
17. Utility Meters and sub-metering system
18. VFDs
19. Power to Mechanical Systems
20. Lighting Inverter
21. Irrigation Systems
22. Solar Photovoltaic Power Systems
23. Domestic Hot Water Systems
24. VRF Systems
25. Radiant Heaters
26. Heat Recovery boxes
27. Irrigation systems
28. Renewable Energy Systems
29. Fire alarm / Fire Detection System.
30. Data Systems.
31. Audio/Visual Systems.
32. Intercom / Telecom Systems.
33. Miscellaneous Low Voltage Systems.
34. Other Systems as Specified.

1.05 CONSTRUCTION AND ACCEPTANCE PHASE COMMISSIONING

- A. The **CMAR Contractor** will be an active participant in the construction and acceptance phase commissioning activities. The commissioning tasks and responsibilities include following:
 1. Respond to requests from the CxA for interpretation/clarification of equipment selection and sequence of operation during functional performance test development.

2. Review, and provide direction as necessary on, the functional performance tests developed by the CxA for conformance with the design intent, within an agreed time interval.
3. Supporting the commissioning process by diligently executing the contract requirements to provide a fully functional facility ready for testing and working closely with the commissioning team to integrate the commissioning process into the project delivery schedule.
4. Evaluate performance deficiencies identified in test reports and, in collaboration with entity responsible for system and equipment installation, recommend corrective action.
5. Cooperate with the CxA for resolution of issues recorded during the commissioning process.
6. Schedule and attend commissioning kick-off meeting and commissioning coordination meetings.
7. Integrate and coordinate commissioning process activities with construction schedule.
8. Develop quality assurance process to verify and document proper installation, access, startup, adjusting, check out and maintenance of commissioned systems. The CxA will develop the System Readiness Checklist (SRC) forms for each system within the commissioning scope of work. These forms summarize specific aspects of the installation of each system that the **CMAR Contractor** must verify prior to conducting functional performance testing. The SRC forms will be submitted to the **CMAR Contractor** and subcontractors for review and comments and subsequently compiled into the System Readiness Plan.

As part of the commissioning submittals, the **CMAR Contractor** shall submit a System Readiness Plan to the CxA. This document is typically a binder organized into sections with one section per system, each of which includes the SRC for that system followed by Manufacturer – or installation subcontractors-provided installation checklists, detailed start-up procedures, blank TAB forms and other project specific test forms. The CxA will review the System Readiness Plan and document any missing or erroneous forms. After the **CMAR Contractor** provides the correct forms, the CxA will provide final approval and acceptance of the System Readiness Plan for use by the **CMAR Contractor** and/or installation subcontractors. Once approved, the System Readiness Plan is subsequently referred to as the System Readiness Manual.

9. Review and accept commissioning functional performance test procedures provided by the CxA.
10. Ensure cooperation and participation of specialty subcontractors.
11. Provide to CxA a completed Functional Verification Checklist certifying that for all (listed) systems and equipment to be commissioned, that all systems, subsystems, equipment, and controls are ready for testing.
12. Ensure participation of major equipment manufacturers in appropriate training and testing activities.

13. Execution of the Functional Performance Test protocols for CxA to witness.
14. Manage every aspect of the training program including being responsible for all training requirements. An outline of the training requirements shall be developed with the Owner and CxA.
15. Responsible for developing and implementing a formal equipment maintenance program to ensure that all equipment specified to be installed on the project is received and maintained in good working order until accepted by the Owner.

1.06 SUBMITTALS

- A. The **CMAR Contractor** shall provide the CxA a list of required equipment/system submittals to the CxA. The CxA will identify submittals to be submitted to the CxA concurrent with submission to the Owner's Representative for review.
- B. The **CMAR Contractor** shall provide the CxA the requested submittals for the CxA concurrent review, with submission to the Owner for review
- C. One set of searchable and bookmarked electronic file of coordination drawings which includes all commissioned systems e.g., mechanical, electrical, fire protection, plumbing, and telecom.
- D. Names of **CMAR Contractor** and subcontractor's personnel who will be responsible for the start-up and commissioning of the facility. To include names, email, and telephone contact information.
- E. Start-up and commissioning schedule. To include detailed plan of the sequence of construction with start and completion dates for each phase.
- F. Start-up forms for equipment and systems installed in the building. Documents to be used by subcontractors to ensure that the building complies with the requirements of the contract documents.
- G. All Subs, through the **CMAR Contractor**, shall submit required installation, start-up, and preventive maintenance equipment data sheets to the CxA within 45 calendar days of equipment acceptance by the Owner.
- H. All Subs, through the **CMAR Contractor**, shall submit initial O&M data for system and equipment being commissioned under this specification. Initial O&M data shall be submitted within 45 calendar days of equipment acceptance by the Owner, but no less than 8 weeks prior to the beginning of functional testing.
- I. The **CMAR Contractor** shall submit an electronic copy of the construction meeting minutes, updated construction schedule, RFI log, and Bulletin log to the CxA within seven (7) calendar days of each meeting or update.
- J. **CMAR Contractor** shall submit an electronic copy of training plan and training materials to the CxA for review and approval prior to providing training.
- K. Consolidated close out list with all training, Final O&M manuals, As-Built documentation and surplus stock listed by spec section. Information to be compiled from the specifications.

PART II - PRODUCTS

2.01 TEST EQUIPMENT

- A. The **CMAR Contractor** shall supply all personnel and equipment for the demonstration and testing, including, but not limited to, tools, instruments, ladders, lifts, computers, software, cables, etc. **CMAR Contractor** supplied personnel must be competent with and knowledgeable of all project-specific systems, and automation hardware and software. All training documentation, O&Ms, and submittals shall be at the job site before functional testing commences.
- B. All standard testing equipment required to perform startup and initial checkout and required functional performance testing shall be provided by the division **CMAR Contractor** for the equipment being tested. For example, the mechanical **CMAR Contractor** of Division 23 shall ultimately be responsible for all standard testing equipment for the HVAC system and control systems in Division 23.
- C. Special equipment, tools and instruments (only available from vendor/Subs, specific to a piece of equipment) required for testing equipment, according to these Contract Documents shall be provided by the **CMAR Contractor** and left on site, for the CxA to use during functional testing, seasonal testing, and deferred testing. The equipment, tools, and instruments will be returned to the vendor/Subs after successful conclusion of the commissioning effort.
- D. The controls **CMAR Contractor** shall provide the CxA with temporary software license to be loaded on the CxA's computer, and any necessary network connection cables, for accessing the direct digital control system field panels for system testing. The controls **CMAR Contractor** shall also provide a palm device (if applicable) with attachments, software, and cables, to check setpoint values of terminal device controllers. The controls **CMAR Contractor** shall provide the CxA with log on ID, password, and LAN IP connection criteria for remote connection to direct digital control system. All the software, cables, and modems provided to the CxA will be returned at the successful conclusion of the commissioning effort.
- E. All testing equipment used by the **CMAR Contractors** shall be of sufficient quality and accuracy to test and/or measure system performance with the tolerances specified in the Contract Document Specifications (Project Manual). If not otherwise noted, the following minimum requirements apply to test and measurement equipment: Temperature sensors and digital thermometers shall have a certified calibration within the past year to an accuracy of 0.1°F and a resolution of + or - 0.1°F. Pressure sensors shall have an accuracy of + or - 2.0% of the value range being measured (not full range of meter) and have been calibrated within the last year. All equipment shall be calibrated according to the manufacturer's recommended intervals. Calibration tags shall be affixed or certificates readily available.

PART III - EXECUTION

3.01 AFTER AWARD OF CONTRACT

- A. The **CMAR Contractor** shall identify the person on their staff who will serve as the Commissioning Coordinator (CC). This person shall be responsible for all startup and commissioning issues on the project. Specific duties are identified in Part 1 of this Section.
- B. Within the first 30 calendar days of the project the **CMAR Contractor** shall meet with the Owner and the commissioning agent to discuss the process to be used on the project for managing communication to and from the Cx agent. This is to include the means for communication issues, commissioning reviews, processing submittals, RFIs, change orders, etc., meeting minutes, schedule information, Cx agent observations, and the action item lists. If a mutually agreeable process cannot be agreed upon, the Cx agent's process and software tools will be utilized.
- C. Within the first 60 days of the project there will be a meeting of the GC, the Cx agent and the key subcontractor's personnel to review how the Cx process will be implemented on the project and how the communication and documentation requirements will be met. The subcontractors are expected to send the staff that will be participating in the start-up and commissioning meetings.
- D. The **CMAR Contractor** will submit a schedule listing the key startup and Cx activities. The initial schedule can be general in nature. As the project progresses, the details on the schedule must be sufficient to list the activities of each **CMAR Contractor** for each phase of the project and what work must be accomplished before each listed task.
- E. The **CMAR Contractor** is to identify the team members from each subcontractors who will be participating in the start-up and commissioning meetings. This list is to include the name and contact information for the subcontractor's commissioning coordinator.
- F. The **CMAR Contractor** is to compile a listing of all factory tests that will take place prior to the start of the start-up and commissioning meetings. The consolidated list, along with an approximation of when they are expected to take place, shall be forwarded to the Cx agent.

3.02 Cx MEETINGS

- A. Eight weeks prior to supplying potable water to the building or the permanent power, the Commissioning Coordinator (CC) will schedule the first start-up and commissioning meeting. The meetings will not be concurrent with the **CMAR Contractor's** MEP coordination meeting and are to be scheduled at a mutually agreeable time between the **CMAR Contractor**, the Cx agent, and the Owner.
- B. The meetings will initially be held every second or third week as appropriate, and then increase in frequency to weekly as the bulk of the start-up and commissioning work is taking place.
- C. During each meeting an updated start-up and commissioning schedule will be distributed. In addition to the hard copies distributed at the meeting, electronic versions shall be forwarded to the Cx agent and the Owner.

- D. During the meetings a consolidated training, O&M, and attic stock list drawn from the contract document requirements will be distributed. Decisions on the O&M review, when the training will take place, and how the stock will be turned over the Owner will be made based on this document. In addition to the hard copies distributed at the meeting, an electronic version shall be forwarded to the Cx agent and the Owner.
- E. Minutes of the start-up and commissioning meetings will be generated and distributed by the Commissioning Coordinator (CC). The minutes are to incorporate findings from the Cx agent. In addition to the hard copies distributed at the meeting, electronic versions shall be forwarded to the Cx agent and the Owner.
- F. The updated FPTs will be provided to the **CMAR Contractor** by the Cx agent.
- G. The **CMAR Contractor** and the subcontractors will be required to coordinate their activities, and work collaboratively, with the test and balance contractor hired by the Owner.
- H. The **CMAR Contractor** will coordinate the schedules for two review meetings to be led by the Cx agent. The first will be a comprehensive test and balance review and needs to include the mechanical subcontractor's wet and dry side foreman. The second meeting will be a controls review. This meeting is to be attended by the controls subcontractor's lead on the project and the programmer. Each meeting is to last at least two hours.

3.03 FIELD START-UP AND TESTING

- A. The dates for all field start-up activities shall be listed on the start-up and commissioning schedule.
- B. The CxA works with the Subs in developing startup plans and startup documentation formats, including providing the Subs with pre-functional checklists to be completed, during the startup process.
- C. The TAB **CMAR Contractor** submits their TAB plan, along with the TAB Plan Review Checklist, for approval by the CxA prior to starting TAB work.
- D. In general, the checkout and performance verification proceeds from simple to complex, from component level to equipment to systems and intersystem levels with pre-functional checklists being completed before functional testing.
- E. The CxA shall review shop drawings and material certifications, review of reports from independent testing agencies, independent on-site periodic construction observation and attendance of selected quality control-related meetings (e. g., Pre-installation Conferences).
- F. Pre-Functional Test Phase:
 - 1. The **CMAR Contractor** shall prepare the equipment and systems for start-up in accordance with the Contract Documents, industry standard guidelines and the guidelines of the equipment and systems manufacturers. Start-up shall be performed by the **CMAR Contractor's** and/or manufacturer's start-up technicians in accordance with the Contract Documents, industry standard guidelines and the guidelines of the equipment and systems manufacturers. The **CMAR Contractor** shall test the systems to verify that they perform in accordance with the Contract Documents, including the commissioning FPT procedures.

2. The CxA will witness equipment start up and testing. The **CMAR Contractor** shall notify the CxA in writing at least fourteen (14) calendar days in advance of the start-up and testing dates so that the CxA can schedule attendance. If the CxA is not notified in advance of a scheduled start-up or testing activity, the start-up or testing shall be rescheduled and repeated to the satisfaction of the CxA. When scheduled start-up activities are not executed because of lack of preparation or coordination by the **CMAR Contractor**, the **CMAR Contractor** will be subject to back-charges in accordance with the Contract Documents.
 3. The **CMAR Contractor** shall complete and compile all start-up forms, test forms and SRCs for the System Readiness Manual and submit to the CxA.
 4. Upon receipt of the completed System Readiness Manual forms, the CxA will perform an Installation Verification by providing various inspections and back-checks of the completed System Readiness Manual forms. Issues notes during this process will be documented by the CxA in the Commissioning Issues Log.
 5. Upon acceptance of the System Readiness Manual, which includes the draft TAB report, functional performance testing shall be scheduled. Functional performance testing shall not commence until all critical issues identified during the Installation Verification process are resolved.
- G. Upon completion of the start-up and contractually required work, the **CMAR Contractor** shall submit a 'Ready to Commission' document to the Owner for the Specific Equipment and/or system that is complete. It is only after this document is received that the FPTs will commence.

3.04 Functional Performance Testing:

- A. Functional Performance Testing of commissioned systems shall begin after all critical issues discovered during the installation verification process have been corrected.
- B. The procedure for developing and performing the FPTs shall be as follows:
 1. The **CMAR Contractor** shall provide the equipment and commissioning submittals as specified in the Contract Documents.
 2. The Commissioning Authority will draft the FPT procedures based on the **CMAR Contractor's** submittals as approved by the Design Team. The draft procedures will be submitted to the Commissioning Team for review.
 3. Each **CMAR Contractor** and equipment supplier that is specified as an FPT participant in the FPT Summary Tables in the specifications shall participate in the development and performance of the associated FPTs. Each FPT participant shall provide written comments on the associated FPT procedures regarding each of the following issues:
 - a. Verify that the procedures can be performed without compromising the safety of the participants.
 - b. Verify that the procedures can be performed without compromising the warranties of equipment, components, and systems.

- c. Verify that the procedures are appropriate for the equipment, components and systems as provided.
4. The CxA will complete the working drafts of the FPT procedures.
5. Subcontractors and suppliers shall provide the personnel, expertise and test equipment to operate and maintain the systems during testing.
6. The **CMAR Contractor** shall test all systems within the commissioning scope of work, using the FPT procedures until the acceptable results specified in the FPT procedure are verified and documented. If necessary to obtain acceptable results, the **CMAR Contractor** may consult with the CxA to acquire clarification and resolve issues. The CxA will be available for on-site assistance of this nature.
7. The **CMAR Contractor** shall submit documentation that verifies that the acceptable results specified in the FPT procedures have been verified and that they are ready to demonstrate the FPTs with acceptable results. Acceptable documentation consists of completed FPT record forms which document acceptable FPT results or indication on the Systems Readiness Checklists that the **CMAR Contractor's** pre-functional testing has verified that functional performance testing of the equipment and associated system demonstrate the acceptable results as specified.
8. After the CxA has accepted the **CMAR Contractor's** documentation of acceptable results, the FPT shall be conducted and demonstrated to the CxA. If acceptable results are not demonstrated for an FPT, the **CMAR Contractor** shall resolve the issue(s) and the demonstration shall be repeated.
9. The **CMAR Contractor** shall verify and document acceptable FPT results for all equipment components and systems. The FPTs may be demonstrated for a sample of the systems that comply with all of the following criteria. This process is referred to in this document as "demonstration sampling".
 - a. There shall be many of the systems with similar components that have identical sequences of operation which are implemented using identical control software programming.
 - b. The components and systems to be included in the Demonstration Samples will be chosen by the CxA at the time of demonstration.
 - c. The sample size will be in accordance with the Functional Performance Test (FPT) Demonstration Sampling Tables in the specifications.
 - d. Acceptable results must be demonstrated for the entire sample. If the FPT results are not acceptable due to a lack of preparation or coordination by the **CMAR Contractor** for any system or component sampled, the FPT shall be demonstrated for all the systems and components for which it was written. Whenever the demonstrated results are not acceptable, the **CMAR Contractor** shall make corrections and the FPT shall be demonstrated again. The cost of back-checking FPTs with unacceptable results is not included in the Commissioning Authority's scope of work. Back-charging applies to additional back-checking required due to lack of preparation by **CMAR Contractor**.

10. The CC is responsible for scheduling and coordinating functional testing activities. The **CMAR Contractor** shall demonstrate the FPTs after they have verified that performing the FPTs will yield the documented acceptable results. The **CMAR Contractor** is subject to back-charging, as specified herein, if acceptable results are not demonstrated because of work that should have been verified during pre-demonstration testing prior to the submittal of the System Readiness Manual. Acceptable results must be obtained during a single demonstration. No more than two delays of less than 15 minutes each are acceptable for each test.
 - a. In addition to conducting the functional tests developed by the CxA, the **CMAR Contractor** shall be required to complete all start-up and testing procedures as specified elsewhere in the Contract Documents.
 - b. Where the CxA requires BMS trending, the CxA will provide a points list within the FPT form that may include both hardware (input/output) and software (virtual) points and appropriate trending intervals.
11. The **CMAR Contractor** shall provide trend data to the CxA in electronic format. As a Owner approved alternative, the **CMAR Contractor** can provide the CxA remote access to the BMS and provide training that will allow the CxA to directly download trend data.
12. The CxA will analyze and review the trend data and associated system performance.

3.05 Cx AGENT Functional Performance Testing (FPT)

- A. Upon receipt of the Ready to Cx statement, the Cx Agent will coordinate a time with the **CMAR Contractor** to witness the FPTs.
- B. The CxA develops specific equipment and system functional performance test procedures. The **CMAR Contractor** and manufacturer review the procedures to make sure the tests are safe for the equipment provided.
- C. The functional test procedures are executed by the **CMAR Contractors**, under the direction of, and documented by the CxA.
- D. The CxA will direct a TAB verification, with support from the TAB **Contractor**, to verify the values reported in the final TAB report.
- E. Items of non-compliance in material, installation or setup are corrected at the Sub's expense and the system retested.
- F. All deficiencies noted will be tracked via the CxA issues log. The **CMAR Contractor** will be responsible for obtaining sign-off of corrected items.
 1. The **CMAR Contractor** is responsible for scheduling and coordinating commissioning activities. The **CMAR Contractor** shall reimburse the Owner for the cost of commissioning activities that must be repeated because of a lack of preparation or coordination by the **CMAR Contractor**. Reimbursable costs include CxA fees for services billed at the CxA's standard hourly rate. Activities subject to back-charging include: Repeated back-checking: Commissioning issues are documented in the Commissioning Issues Log. The **CMAR Contractor** shall

submit a brief written statement describing when and how each issue has been resolved, which shall be added to the Issues Log maintained by the CxA. The CxA will back-check these issues on a one-time-per-issue basis to verify they have been resolved. If the back-checked issues that have not been resolved as reported, the associated cost of the unsuccessful back-check shall be subject to back-charging.

2. Repeated installation verification: Once the **CMAR Contractor** has submitted the completed System Readiness Manual forms, the CxA will perform final installation verifications on selected systems. Discrepancies discovered will be reported in the Commissioning Issues Log. Back-checking the correction of these discrepancies shall be subject to back-charging.
3. Repeated witnessing of FPT demonstrations: As specified in this section, the **CMAR Contractor** demonstrates the functional performance tests after they have verified that performing the FPTs will yield the documented acceptable results. The cost of witnessing demonstrations that do not demonstrate specified acceptance criteria shall be subject to back-charging.

3.06 SAMPLING

- A. As noted in the specifications, multiple identical pieces of non-life-safety or otherwise non-critical equipment will be functionally tested using a sampling strategy. Significant application differences and significant sequence of operation differences in otherwise identical equipment invalidates their common identity. A small size or capacity difference, alone, does not constitute a difference. It is noted that no sampling by Subs is allowed in pre-functional checklist execution.
- B. Sampling strategy referenced in the Specifications as the “xx% Sampling—yy% Failure Rule” is defined by the following example:
 1. xx = the percent of the group of identical equipment to be included in each sample.
 2. yy = the percent of the sample that if failing, will require another sample to be tested.
- C. The example below describes a 20% Sampling—10% Failure Rule.
 1. Randomly test at least 20% (xx) of each group of identical equipment. In no case test less than three units in each group. This 20%, or three, constitute the “first sample.” If 10% (yy) of the units in the first sample fail the functional performance tests, test another 20% of the group (the second sample).
 2. If 10% of the units in the second sample fail, test all remaining units in the whole group. If at any point, frequent failures are occurring, and testing is becoming more troubleshooting than verification, the CxA may stop the testing and require the responsible Sub to perform and document a checkout of the remaining units, prior to continuing with functionally testing the remaining units.

3.07 FAILURE DUE TO MANUFACTURER DEFECT:

- A. If 10%, or three, whichever is greater, of identical pieces (size alone does not constitute a difference) of equipment fail to perform to the Contract Documents (mechanically or substantively) due to manufacturing defect, not allowing it to meet its submitted performance spec, all identical units may be considered unacceptable by the **CMAR Contractor**, the Owner, the A/E, or the CxA. In such case, the **CMAR Contractor** shall provide the Owner with the following:
1. Within one week of notification **CMAR Contractor** or manufacturer's representative shall examine all other identical units making a record of the findings. The findings shall be provided to the Owner within two weeks of the original notice.
 2. Within two weeks of the original notification, the **CMAR Contractor** or manufacturer shall provide a signed and dated, written explanation of the problem, cause of failures, etc. and all proposed solutions which shall include full equipment submittals. The proposed solutions shall not significantly exceed the specification requirements of the original installation. The Owner will determine whether a replacement of all identical units or a repair is acceptable.
 3. Two examples of the proposed solution will be installed by the **CMAR Contractor** and the PM will be allowed to test the installations for up to one week, upon which the Owner will decide whether to accept the solution. Upon acceptance, the **CMAR Contractor** and/or manufacturer shall replace or repair all identical items, at their expense and extend the warranty accordingly, if the original equipment warranty had begun. The replacement/repair work shall proceed with reasonable speed beginning within one week from when parts can be obtained.

3.08 DEFERRED TESTING

- A. Unforeseen Deferred Tests: If any check or test cannot be completed due to the building structure, required occupancy condition or other deficiency, execution of checklists and functional testing may be delayed upon approval of the Owner, A/E, and CxA. These tests will be conducted in the same manner as the seasonal tests as soon as possible.
- B. Seasonal Testing: During the warranty period, seasonal testing shall be completed as part of this contract. Seasonal testing is intended to test the performance of systems under full load conditions that cannot be simulated during the functional testing period. For example, it is impossible to test the heating system under full load conditions in July, so the heating system would be full load tested during the winter months. The CxA shall coordinate this activity. Tests will be executed, documented, and deficiencies corrected by the appropriate Subs, with facilities staff and the CxA witnessing. Any final adjustments to the O&M manuals and As-Builts due to the testing will be made by the **CMAR Contractor**.

3.09 TRAINING OF OWNER PERSONNEL

- A. The **CMAR Contractor** shall be responsible for training coordination and scheduling and ultimately for ensuring that training is complete. The CxA will be responsible for overseeing and approving the adequacy of the training of Owner personnel for commissioned equipment.

1. Instructor capabilities shall be commensurate with level of instruction required. Instructor qualifications shall be submitted to Owner and CxA for review prior to training.
2. The specific training requirements of Owner personnel by Subs and vendors as directed within the specifications.
3. Each Sub and vendor responsible for training shall submit a written training plan to the CxA for review and approval prior to training. The plan shall include the following elements:
 - a. Equipment (included in training)
 - b. Intended audience
 - c. Location of training
 - d. Objectives
 - e. Subjects covered (description, duration of discussion, special methods, etc.)
 - f. Duration of training on each subject
 - g. Instructor name and qualifications for each subject
 - h. Methods (classroom lecture, video, site walk-through, actual operational demonstrations, written handouts, etc.)
4. The CxA develops criteria for determining that the training was satisfactorily completed, including attending some of the training, etc. The CxA recommends approval of the training to the Owner.

3.10 COMMISSIONING ISSUES LOG:

- A. Issues identified during the commissioning process, including during site observations, pre-functional testing verification and functional testing, will be logged in the commissioning issues log. The CxA will maintain the master log. For each issue, the CxA will make a recommendation regarding who they believe is in the best position to provide the resolution. However, it is the **CMAR Contractor's** responsibility to manage issue resolution, including the determination of how the issue will be resolved and who will do the work.
- B. Each issue on the list will be classified with a "status" of either "resolved", "unresolved", or "resolved-unverified". "Resolved" issues are closed, having either been addressed by the **CMAR Contractor** and verified as corrected by the CxA or having been accepted by the Owner. "Resolved-unverified" issues have been reported as resolved by the **CMAR Contractor** but are not yet verified by the CxA as resolved. "Unresolved" issues have not been reported as addressed by the **CMAR Contractor**. Updated unresolved issues lists will be distributed to team in MS Word/Excel format.
- C. Material and method issues discovered during commissioning, but that pertain to **CMAR Contractor** construction shall be promptly reported to the A/E, CxA and the Owner.

- D. When a commissioning issue is resolved, the **CMAR Contractor** shall submit an updated list with a written response describing when and how the issue is resolved. The CxA or an applicable member of the Design Team shall then back-check the resolution of said issue. The CxA scope of work includes one back-check of issues that the **CMAR Contractor** reports as resolved. Back-charging applies to back-checking required due to lack of preparation of **CMAR Contractor**.

3.11 OPERATION AND MAINTENANCE MANUALS:

- A. The specific content and format requirements for the standard O&M manuals are detailed in Section 017800 Closeout Submittals. Special requirements for TAB contractor in appropriate Division 23 Sections and for the Controls contractor are found in appropriate Division 23 Sections. Electrical requirements are located in the appropriate Division 26 Sections. Refer to the specifications for additional O&M requirements.
 - 1. System Narrative. The **CMAR Contractor** shall include in the beginning of the O&M manuals a separate section describing the systems including:
 - a. A system narrative describing the type and function of the system.
 - b. Site information, including facility description and current requirements.
 - c. Simplified professionally drawn single line system diagrams on 8 ½" x 11" or 11" x 17" sheets. These shall include chilled water distribution system, water system, condenser water system, heating system, supply air systems, and exhaust systems and others as designated. These shall show major pieces of equipment such as pumps, heat exchangers, humidifiers, control valves, expansion tanks, coils, service valves, etc.
- B. CxA Review and Approval. Prior to material completion, the CxA shall review the O&M manuals, documentation and redline As-Builts for systems that were commissioned and list other systems documentation that the CxA should review to verify compliance with the Specifications. The CxA will communicate deficiencies in the manuals to the Owner or A/E, as requested. Upon a successful review of the corrections, the CxA recommends approval and acceptance of these sections of the O&M manuals to the Owner or A/E. The CxA also reviews each equipment warranty and verifies that all requirements to keep the warranty valid are clearly stated. This work does not supersede the A/E's review of the O&M manuals according to the A/E's contract.

3.12 CLOSE-OUT PROCESS

- A. All start-up documentation generated by the subcontractors shall be submitted to the Cx agent and the Owner in an electronic format.
- B. The sign-in sheets for all training sessions shall be submitted to the Cx agent and the Owner in electronic format.
- C. All training activities will be scheduled at mutually agreeable times between the **CMAR Contractor**, the Owner, and the Cx agent.

END OF SECTION 01 91 00

Exhibit J
to CMAR Agreement

Technical Specifications (Division 2 through Division 49)

[THE TECHNICAL SPECIFICATIONS will be either attached to this Agreement or incorporated by reference into this Agreement through an amendment to the Agreement no later than when the Parties amend this Agreement to authorize the CMAR to proceed with the Construction Phase of the Project. In lieu of attaching this exhibit to the Agreement or incorporating this exhibit by reference into this Agreement through an amendment to the Agreement, the Parties may agree, in writing, to an alternative mechanism to incorporate this document into the Agreement.]

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Attachment 6, Exhibit K to CMAR Agreement

**Exhibit K
to CMAR Agreement**

Design Documents

[THE DESIGN DOCUMENTS will be either attached to this Agreement or incorporated by reference into this Agreement through an amendment to the Agreement no later than when the Parties amend this Agreement to authorize the CMAR to proceed with the Construction Phase of the Project. In lieu of attaching this exhibit to the Agreement or incorporating this exhibit by reference into this Agreement through an amendment to the Agreement, the Parties may agree, in writing, to an alternative mechanism to incorporate this document into the Agreement..]

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SAMPLE