

SAN RAMON VALLEY FIRE PROTECTION DISTRICT
REQUEST FOR PROPOSALS
CONSTRUCTION MANAGER-AT-RISK WITH A GUARANTEED MAXIMUM PRICE
SAN RAMON FIRE TRAINING FACILITY

The San Ramon Valley Fire Protection District (District) is requesting proposals (Proposal) from firms qualified to provide Construction Manager at Risk services for the preconstruction and construction phases of the San Ramon Fire Training Facility located at 1500 Bollinger Canyon Road.

The delivery method for this Project is “Construction Manager at Risk” (CMAR), and will consist of a preconstruction phase and, at District’s option, a construction phase. During the preconstruction phase, the CMAR will collaborate with the District and Architect on existing conditions, design, constructability, cost, and schedule of the Project and develop a Guaranteed Maximum Price (GMP) for the construction phase of the Project. Upon District acceptance of the GMP, the District may exercise its option for the construction phase. If the District and the CMAR do not agree upon a GMP, the District will not exercise its option for the construction phase of the Project to the CMAR. The estimated budget for this project is \$18,000,000.00.

The Point of Contact for this solicitation is the Project Manager, Jeff Katz, (jeff@coargroup.com).

This RFP package includes:

- This Cover Letter to the RFP
- Project Overview
- RFP Instructions and Rules
- Evaluation Criteria
- Submittal Items
- Proposal Cover Page
- Representations and Certifications Form
- Nondisclosure Indemnification Agreement
- Information Form
- Essential Requirements
- Experience of Personnel
- Project Plan
- Safety Record
- Pricing Proposal
- Surety Declaration Form
- Certification Form
- Attachments

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SCHEDULE

Below is the District's timeline for this RFP, and is subject to change at any time. The District will issue an addendum for changes to the Pre-Proposal Conference date, Questions due date, or Proposal due date. The actual timing and sequence of events resulting from this RFP shall ultimately be determined by the District.

Event Description	Date and Time (San Diego Time)
Pre-Proposal Conference	August 31, 2021 at 10:00 a.m.
Non-Mandatory Site Walk	August 31, 2021 at 11:00 a.m.
Questions due	September 16 2021 by 3:00 p.m.
Proposals due	September 29, 2021 by 3:00 p.m.
Anticipated Award	October 26, 2022
Anticipated Start of Construction	March 1, 2023
Anticipated Construction Completion	July 1, 2024

PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at the current Fire District Headquarters (also the site of the project). The District will provide an overview of the RFP process and may provide a program/technical overview and other information. Requests for clarification related to definition or interpretation of this RFP shall be submitted in writing as Questions in accordance with Section 8 (Duty to Inquire, Questions, and Explanation to Offerors). Attendance at the pre-proposal conference is encouraged but not mandatory.

A job walk will follow the pre-proposal conference on the date and time stated in the Schedule. The job walk will provide Offerors the opportunity the site. Attendance at the job walk is encouraged but not required.

QUESTIONS

Questions regarding this RFP shall be submitted in writing to the Project Manager by the date and time listed in Schedule, in accordance with Section 8 (Duty to Inquire, Questions, and Explanation to Offerors). Oral explanations or responses to Questions will not be binding upon the District.

Concerns or comments regarding this solicitation should be directed to the Project Manager.

PROPOSAL SUBMITTAL

Offeror must submit a complete original proposal in accordance with the format provided in this solicitation to the District the date and time listed in Schedule.

The District's decision about the timeliness or responsiveness of any submitted document shall be final, and the District has the discretion to waive or not waive any defect or nonconformance.

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PROJECT OVERVIEW

1. PROJECT DESCRIPTION

- 1.1 The purpose of this project is to construct a fire training facility on a 2.25 acre site at 1500 Bollinger Canyon Road. The project consists of a Classroom building including 2 apparatus bays, classroom, offices, restrooms, breakroom/kitchen, storage, a 4 story Training Tower (with basement), a Strip Mall prop structure, a Pump House with recirculating water system for site training and ancillary support features parking, landscaping and security fencing.
- 1.2 The District has elected to use a Construction Manager at Risk (CMAR) procurement method under which to construct the facility. The District has retained the services of COAR Design Group (Architect) to provide design, design services during construction, construction administration, and construction management services.
- 1.3 Proposals will be used to select the CMAR Contractor (“Contractor”) for this project. Project background and requirements are included within this RFP and within the design development plan set prepared by the Architect. The available information, scope of work, proposal requirements, and schedule are presented in this RFP.
- 1.4 This Request for Proposals (RFP) seeks construction firms interested in constructing the new facility. The general contractor will be selected based on the qualifications, experience, and approach to completing the project within the identified budget and schedule. Key subcontractors may be included in the proposals provided they provide significant expertise and qualifications; however, contractors should assume that the majority of the sub-contractors and vendors must ultimately be approved by the District and competitively bid.
- 1.5 The project will be locally funded. Applicable prevailing wage requirements shall apply.
- 1.6 The selected Contractor shall be responsible for the work of its own forces and designated project subcontractors.

2. MISSION

The District intends to achieve the optimum value for the budget available within the desired schedule. The contract will be awarded to the CMAR that demonstrates the experience, personnel, project plan, financial strength, safety record, with the best value within the budget not to exceed and is prepared to collaborate with District staff and consultants.

3. PURPOSE

To utilize a Construction Manager at Risk (CMAR) process whereby a single contract will be awarded to include preconstruction services and, at District’s option, construction necessary to deliver the Project. This RFP details the Project and includes function, program, conceptual design, performance, schedule, and cost criteria that will be the basis for all subsequent construction services. These documents specify certain requirements which includes but not limited to requirements for space, adjacencies, and equipment, and establish criteria and procedures to ensure the District’s program requirements are translated into functional facilities that will fully support their intended use. This RFP includes selection procedures and post-selection instructions to guide the Project delivery process through completion.

4. SCOPE OF SERVICES

- 4.1. The services sought by this RFP include all services and materials necessary during the preconstruction phase and in order to construct the Project. The design and construction must comply with all applicable requirements of federal, State, District, and local agencies having jurisdiction over the Project. The Offeror shall work to obtain approvals in increments that will facilitate the schedule.
- 4.2. The complete and specific scopes of work to be performed by the Offeror are defined in separate phases of the Project; the preconstruction phase and the construction phase. This RFP summarizes and supplements services

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specified in the Contract Documents. Documents are cumulative, and the Offeror is required to provide services specified in the RFP, its proposal, and executed contract. The scope includes, but is not limited to, the following:

4.2.1. Phase 1 - Preconstruction Services

- 4.2.1.1. Collaboration with District representatives and Architect
- 4.2.1.2. Preparation of construction cost estimate
- 4.2.1.3. Preparation of construction schedule
- 4.2.1.4. Investigation of existing conditions
- 4.2.1.5. Identification of construction risk factors and proposed mitigations
- 4.2.1.6. Constructability review and recommendations
- 4.2.1.7. Value proposals
- 4.2.1.8. Procurement recommendations
- 4.1.1.9. Preparation of GMP package for Phase 2

4.2.2. Phase 2 – Construction (at District’s option)

- 4.2.2.1. Collaboration with District representatives and Architect
- 4.2.2.2. Project management, project engineering, supervision, safety, and QA/QC
- 4.2.2.3. QSD/QSP services, storm water management, and dust control
- 4.2.2.4. Temporary construction, temporary facilities, temporary services
- 4.2.2.5. Consumables, printing, and delivery
- 4.2.2.6. Preparation and coordination of subcontractor packages and bid activities
- 4.2.2.7. Subcontract management and coordination
- 4.2.2.8. Preparation and coordination of submittals, shop drawings, and product data
- 4.2.2.9. Commissioning pre-functional testing, startup, functional testing, reporting
- 4.2.2.10. Construction, materials, equipment, labor and supplies
- 4.2.2.11. Project accounting and reporting
- 4.2.2.12. Payment application preparation and lien waiver management
- 4.2.2.13. Labor compliance documentation, certified payroll, and daily reports
- 4.2.2.14. Construction schedule management and reporting
- 4.2.2.15. Application and payment of permits and fees
- 4.2.2.16. Submittals and approvals from all agencies having jurisdiction
- 4.2.2.17. Coordination with utilities and communications providers
- 4.2.2.18. Construction progress cleaning and final cleaning
- 4.2.2.19. Coordination of as-built documentation and closeout deliverables

5. BUDGET

The budget for the Construction Manager at Risk contract is anticipated to be \$18,000,000.00. The budget includes the values of both the Phase 1 and Phase 2 cost identified in the Price Proposal.

6. BONDING AND INSURANCE

- 6.1. Offeror shall demonstrate a minimum bonding capacity of \$18,000,000.00 in response to this RFP.
- 6.2. The selected Offeror shall provide a payment and performance bond in an amount of one hundred percent (100%) of the Phase 1 Sum prior to District’s issuance of the Notice to Proceed for Phase 1.
- 6.3. The selected Offeror shall provide a payment and performance bond (or a bond rider) in an amount of one hundred percent (100%) of the GMP prior to District’s issuance of the Notice to Proceed for Phase 2.
- 6.4. The selected Offeror shall provide insurance as specified in Exhibit F of the Agreement.

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RFP INSTRUCTIONS AND RULES

1. RFP PROCESS

- 1.1. RFPs shall normally be made available on the District Website at <https://www.firedepartment.org/>
- 1.2. The District reserves the right to host pre-proposal conference(s). If scheduled, the date, time, and location for the pre-proposal conference(s) will be as set forth in this RFP
- 1.3. Offerors should submit all Questions by due date and time specified in the cover letter to this RFP.
- 1.4. Proposals received, including any additions, revisions, and clarifications, will be evaluated by the District.
- 1.5. If, at any point in the selection process, the District determines that a proposal will no longer be considered for award, the Project Manager will attempt to notify the Offeror.
- 1.6. The District reserves the right to request clarification of and/or additional information (“Clarification”) from Offerors. The Project Manager will determine the appropriate means of Clarification, which may include telephonic, email, letter, presentations, oral interviews, or as an addendum or revision to the proposal. The District may invite Offerors to make a presentation to, or participate in interviews with, the District at a date, time and location determined by the District. The District is not obligated to seek Clarification, so Offerors are advised to submit complete and accurate information in the proposal.
- 1.7. At any point in the selection process, the District may authorize discussions to be held with one or more Offerors in the competitive range. Discussions may include requests for revised proposals, Best and Final Offers (BAFOs), or addenda to the proposal and may contain additional selection factors.
- 1.8. After receipt and approval of the District’s decision, the Project Manager will post a Notice of Intent to Award.
- 1.9. Upon Posting of the Notice of Intent to Award (NOI) a contract to the Offeror(s) whose proposal(s) has been ranked highest by the District on the basis of best value to the District, the District will enter into contract finalization negotiations and, upon the successful completion, award a contract(s).
- 1.10. The District may rescind or modify the NOI at any time due to unsuccessful negotiations or if the District otherwise determines that it is in its best interest to do so.
- 1.11. The timing and sequence of events resulting from this RFP shall ultimately be determined by the District.
- 1.12. In the event that an Offeror is involved in a merger, acquisition, or other change in control, the District reserves the right to award a contract to a resulting entity.

2. INSTRUCTIONS FOR SUBMITTING A PROPOSAL

- 2.1. It is the Offeror’s responsibility to submit a proposal based on the most current RFP, addenda thereto, responses to Questions, any diligence material made available by the District, and any other information posted on District website. Offerors must consistently check District website for information and are responsible to comply with anything posted on District website relating to this RFP. The District has no obligation to contact Offerors directly with any such RFP related information.
- 2.2. Offerors shall submit one original proposal prior to the date and time specified and through the means specified in the cover letter to this RFP.
 - 2.2.1. When requested, Offeror shall submit additional copies of the proposal in the manner requested. Copies should be clearly marked as copies and numbered.

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- 2.2.2. For proposals submitted at the District front desk, the time stamp at the front desk shall be considered official time for purposes of determining timely submittal.
- 2.3. All proposals shall be signed by an authorized officer or employee of the Offeror. The name, title, mailing address, email address, and phone number of the authorized officer or employee shall be included. Scanned images of pages containing original signatures are acceptable for submission of an electronic file. Electronic or digital signatures will not be accepted.
- 2.4. The proposal must be submitted in compliance with the following format, unless otherwise specified in this RFP:
 - 2.4.1. Proposals shall be formatted to print on 8-1/2" x 11" page size with no less than 1/2" margins and eleven (11) point font.
 - 2.4.2. Proposals shall be formatted as black ink on white background/paper with no shading, or otherwise suitable for black and white reproduction.
 - 2.4.3. Pages shall be consecutively numbered within the bottom or top margin of each page, including attachments.
 - 2.4.4. Each proposal shall be typed and be concise but comprehensive. Proposals shall not include unnecessarily elaborate brochures, visual or other presentations, or artwork beyond what is sufficient to present a complete and effective proposal.
- 2.5. Your proposal must be organized in accordance with this RFP. Unless otherwise specified, the proposal shall conform to the following organization:
 - 2.5.1. Cover Page
 - 2.5.2. A Table of Content listing, by page number, the contents of the proposals.
 - 2.5.3. Section 1 – Forms
 - 2.5.3.1. A completed and signed Proposal Coverpage Form shall be submitted as the cover of Offeror's proposal.
 - 2.5.3.2. Completed and signed Representations and Certifications form.
 - 2.5.3.3. Completed and signed Nondisclosure Indemnification Agreement (if applicable).
 - 2.5.4. Section 2 – Qualifications
 - 2.5.4.1. Information Form
 - 2.5.4.2. Essential Requirements
 - 2.5.4.3. Experience of Firm
 - 2.5.4.4. Experience of Personnel
 - 2.5.4.5. Project Plan
 - 2.5.5. Section 3 – Price Proposal
 - 2.5.6. Section 4 – Proposal Attachment
 - 2.5.6.1. Copy of California Type B – General Contractor's License
 - 2.5.6.2. Evidence of Current Registration with Department of Industrial Relations
 - 2.5.6.3. Evidence of General Liability Insurance Coverage
 - 2.5.6.4. Financial Statements
 - 2.5.6.5. Notarized Surety Declaration Form
 - 2.5.6.6. Letter from Surety Insurer
 - 2.5.6.7. Certification Form
 - 2.5.6.8. Any other required form(s).
 - 2.5.7. Confidential/Proprietary exhibit (if applicable).
- 2.6. Offerors shall submit one file for Forms, Qualifications, Price Proposal, and Proposal Attachment; and (if applicable) Confidential/Proprietary exhibit components of their proposal.
 - 2.6.1. Submission of Section 2 – Qualification
 - 2.6.1.1. Content shall be organized to correspond to the applicable question or item within Submittal Items. All forms, responses and attachments shall be sequentially numbered to correspond to the applicable question or item.
 - 2.6.1.2. No price data are to be included in Section 2.
 - 2.6.1.3. No confidential/proprietary information, including PI (Personal Information), PII (Personally Identifiable Information) or PHI (Protected Health Information), is to be included in the technical

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exhibit. Responses that include the confidential/proprietary information shall refer to the response contained within the Confidential/Proprietary exhibit (for example: If Submittal Item #1 requires staff Social Security Numbers, the response to Submittal Item #1 shall reflect "see response #1 contained within Confidential/Proprietary exhibit).

- 2.6.1.4. If price or confidential/proprietary information is included in Section 2, the District may, at its sole discretion, remove such information or declare the proposal non-conforming.
- 2.6.2. Submission of Section 3 – Price Proposal.
 - 2.6.2.1. All cost and pricing information must be contained within Cost/Price exhibit.
 - 2.6.2.2. If performance or payment bonds are required, the cost of providing the bond shall be included in the proposed pricing, and no additional compensation will be allowed.
- 2.6.3. Submit a separate Confidential/Proprietary exhibit (if applicable). The District is a public agency subject to the disclosure requirements of the Public Records Act, California Government Code Section 6250 and following. The District intends to publish contracts, which may contain some or all of the successful proposal(s), to its public web site. If confidential/proprietary information is contained within the submission:
 - 2.6.3.1. It must be submitted in a separate clearly labeled exhibit with all pages marked as "CONFIDENTIAL/PROPRIETARY EXHIBIT".
 - 2.6.3.2. Offeror must provide a signed Nondisclosure Indemnification Agreement.
 - 2.6.3.3. In accordance with the California Public Records Act, the District will not treat pricing or terms and conditions as confidential. Confidential/Proprietary exhibits will be examined prior to review, and price or terms and conditions may be removed or the District may declare a proposal non-conforming because of the inclusion of price or terms and conditions in the Confidential/Proprietary exhibit.
- 2.7. All proposals become the property of the District. An Offeror may request the return of its proposal upon withdrawal as specified in Paragraph 6, which return District may grant or deny in its sole discretion.
- 2.8. The District has the right to withhold all information regarding this procurement until after contract award, including but not limited to: the number of proposals received; identity of Offeror(s), content of proposals; the District evaluation and results. Information releasable after award is subject to the disclosure requirements of the Public Records Act, California Government Code Section 6250 and following.

3. EVALUATION AND SELECTION

- 3.1. The District shall have the discretion, but not the obligation, to construe any submission as non-conforming and ineligible for consideration if it does not conform to the requirements of the Request for Proposals. The District shall also have the discretion to waive any irregularities or deviations from the requirements of the Request for Proposals in any submission.
- 3.2. Evaluations shall be based on the list of criteria contained in the Evaluation Criteria and Submittal Items.
- 3.3. The District may consider information known to the District in addition to the information provided in response to the RFP.
- 3.4. At any point in the evaluation process, the District may determine that a proposal is unacceptable in any area and no longer consider it for award.

4. DISTRICT COMMITMENT

- 4.1. This RFP does not commit the District to award, nor does it commit the District to pay any cost incurred in the submission of the proposal, or in making necessary studies or designs for the preparation thereof, nor procure or contract for services or supplies. Further, no reimbursable cost may be incurred in anticipation of a contract award.
- 4.2. The District reserves the right to accept or reject any or all proposals received as a result of this RFP or to separately procure the same or similar goods or services.
- 4.3. The District reserves the right to terminate this RFP in part or in its entirety at any time prior to contract execution.
- 4.4. No prior, current, or post award communication with any officer, agent, or employee of the District shall affect or modify any terms or obligations of this RFP except as explicitly provided for in this RFP.

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5. LATE, MODIFIED, OR WITHDRAWN PROPOSAL

- 5.1. A proposal that is received, but that is not received at the office or by the electronic means designated in the solicitation by the exact time specified for receipt will not be considered unless: it is received before award is made; the District determines that it is in its best interest to accept the proposal; and
 - 5.1.1. It was sent by mail or personal delivery, and it is determined by the District that the late receipt was due solely to mishandling by the District after receipt by the District; or
 - 5.1.2. No timely and conforming proposal was submitted.
- 5.2. Proposals may not be modified after the due date, except a modification resulting from the Project Manager's request for a revised proposal, Best and Final Offer (BAFO), or an addendum to the proposal.
- 5.3. Proposals may be withdrawn by written notice signed by a duly authorized representative of Offeror if received prior to Notice of Intent to Award. Thereafter, all proposals constitute firm offers, subject to negotiation, that will remain open and cannot be revoked, withdrawn, or modified for a period of six (6) months thereafter.

6. DILIGENCE MATERIAL

District, its agents, advisors, and representatives make no representation or warranty, express or implied, as to the accuracy or completeness of any provided diligence material. Without limiting the generality of the foregoing, the diligence material may include certain statements, estimates, and projections provided by or with respect to the District. Such statements, estimates, and projections reflect various assumptions made by the District, which may or may not prove to be correct. No representations are made by the District as to the accuracy of such statements, estimates, projections, or assumptions. Offerors are encouraged take the necessary actions to verify measurements, conditions, and other attributes of the site(s) during the site visit. The Selected Bidder(s) shall not be entitled to any adjustment of the Agreement price in the event of a discrepancy that was discovered or should have reasonably been discovered during the site visit.

7. DUTY TO INQUIRE, QUESTIONS, AND EXPLANATION TO OFFERORS

- 7.1. Offerors' Inquiries and District Responses – All communications from the Offeror (including its employees, agents, and representatives) to the District or its officers and employees (including consultants working on or assisting with this procurement), related to this RFP or the Offeror's proposal, must be directed in writing exclusively to the Project Manager, unless otherwise authorized in writing by the Project Manager. Any improper contact may, at District's sole discretion, cause the Offeror to be removed from consideration for contract award.
- 7.2. Should an Offeror find discrepancies in or omissions from, or be in doubt as to the meaning of, the RFP or related documents, Offeror shall have a duty to at once notify the District. Such notifications, or other requests for explanation regarding the RFP or related documents, shall be directed to the Project Manager in writing as a question ("Question"). Offeror is responsible for ensuring that Questions are received by the District. The District may choose not to respond to Questions received after the date stated in the Cover Letter. Offerors should not communicate with or attempt to contact any other District personnel about this solicitation, except as otherwise allowed for in this RFP

8. PROTEST PROCEDURE

- 8.1. All protests must be filed timely, be submitted in writing to the Project Manager identified in the solicitation package, and be based on a protestable action and established grounds for protest.

9. DEBRIEF AND REVIEW OF CONTRACT FILES

- 9.1. Offeror may request a "debriefing" from the Project Manager on the findings about Offeror's proposal (with no comparative information about proposals submitted by others) after Offeror has been notified by the Project Manager that the Offeror's proposal is no longer being considered for award.
- 9.2. After contract execution, the proposals, the Source Selection Committee Report, and any other releasable documents may be reviewed. Copies of any documents desired by the reviewer will be prepared at the requestor's expense in accordance with current District rates for such copies.

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10. OFFEROR COMMUNICATIONS

- 10.1. If Offeror issues any public announcement or otherwise engages in communication that, in the District's sole determination, compromises the integrity of this RFP process or attempts to restrain competition, Offeror may be removed from consideration for award.
- 10.2. Audio and/or video recording of pre-proposal conferences, presentations, discussions, negotiations, debriefings, or other communications with the District regarding this RFP are prohibited, unless specifically authorized in writing by the Project Manager.

11. CLAIMS AGAINST THE DISTRICT

Neither Offeror nor any of its representatives shall have any claims whatsoever against the District or any of its respective officials, agents, or employees arising out of or relating to this RFP or these procedures (other than those arising under a definitive contract with Offeror in accordance with the terms thereof).

12. SOLICITING EMPLOYEES

Until contract award, Offerors shall not, directly or indirectly, solicit any employee of the District to leave the District's employ in order to accept employment with the Offeror, its affiliates, actual or prospective contractors, or any person acting in concert with the Offeror, without prior written approval of the District's Project Manager. This paragraph does not prevent the employment by an Offeror of a District employee who has initiated contact with the Offeror.

13. PUBLIC CONTRACT CODE COMPLIANCE

- 14.1 The undertaking and accomplishment of this Project is required by State law to comply with the requirements of Public Contract Code Section 20146, et seq. Nothing in this RFP is intended to nor should be interpreted as contravening the provisions of that code.
 - 14.1.1. The Offeror shall be fully knowledgeable of and shall comply with the provisions of Public Contract Code Section 20146, including the bidding and subcontracting requirements.
 - 14.1.1.1 Public Contract Code Section 20146(c) states in part: "Subcontractors that were not listed by a construction manager at-risk entity...shall be awarded by the construction manager at-risk entity in accordance with the process set forth by the District. All subcontractors bidding on contracts pursuant to this section shall be afforded the protections contained in Chapter 4 (commencing with Section 4100) of Part 1. The construction manager at-risk entity shall do both of the following: (1) Provide public notice of the availability of work to be subcontracted in accordance with the publication requirements applicable to the competitive bidding process of the District. (2) Provide a fixed date and time on which the subcontracted work shall be awarded in accordance with the procedure established pursuant to this section."
NOTE: For this Project the District requires that the contractor procure its subcontracts based on its determination of best value after a request for proposals, with price as a factor. The District also requires that the public notice shall provide a fixed date and time for opening the subcontractors' bids, which opening shall be observed by, and reviewed with, the District.
 - 14.1.1.2 Public Contract Code Section 20146, et seq. sets forth the minimum requirements for the Project. The District's additional expectations and requirements are set forth in this RFP and in the contract.

14. PREVAILING WAGE COMPLIANCE

- 14.1. The undertaking and accomplishment of this Project is required by State law to comply with the requirements of Labor Code Sections 1770, et seq. Nothing in this RFP is intended to nor should be interpreted as contravening the provisions of that code.
- 14.2. The Offeror shall be fully knowledgeable of and shall comply with the provisions of Public Contract Code Section 1770, including the general prevailing wage rate requirements, requirements for subcontracts, and forfeiture penalties.
- 14.3. Department of Industrial Relations Compliance Monitoring and Enforcement
 - 14.3.1. District public works projects are subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR) in accordance with Labor Code Section 1771.4(a)(1). As part of this

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program, contractors and subcontractors on public works projects are required to be registered with DIR in accordance with Labor Code Section 1725.5. Unregistered contractors are not qualified to bid on, be listed in a bid proposal, listed as a subcontractor, or engage in the performance of any Public Works Contract, all as more particularly described in Labor Code Section 1771.1(a). The CMAR shall be required to post the job site with all notices required by regulations per Labor Code Section 1771.4(a)(2), whether or not the District also posts.

- 14.3.2. Pursuant to Labor Code, Section 1770, the Director of the Department of Industrial Relations 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.
- 14.3.3. In accordance with Labor Code, Section 1773.2, copies of the prevailing rate of per diem wages are on file and can be viewed during normal business hours at the District Department of Purchasing and Contracting, located at 5560 Overland Avenue, Suite 270, San Diego, CA 92123-1294. CMAR shall post a copy of the applicable prevailing wage rates at the job site.
- 14.3.4. 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 District due to the inability of the Contractor to hire labor at minimum rates, nor for necessity for payment by the Contractor 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.
- 14.3.5. If it becomes necessary to employ crafts other than those listed in the General Prevailing Wage Rate, the CMAR shall obtain a wage rate determination. The rates thus determined shall be applicable as minimum from the time of initial employment. CMAR shall be responsible for paying the applicable rate.
- 14.3.6. The CMAR and each subcontractor shall keep and make available accurate payroll record in accordance with Labor Code, Section 1771.4(a)(3) and Section 1776. The record shall contain 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 subcontractors 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. A copy of all payrolls shall be submitted weekly to in accordance with the contract. The CMAR's and subcontractors' certified payroll records shall be available for inspection at the principal office of the Contractor, or at the job site should the principal office be located outside of Contra Costa County.

15. CALIFORNIA REVENUE AND TAXATION CODE SECTION 18662

- 16.1 In compliance with California Revenue and Taxation code section 18662, if Offeror is a non-resident of California (out-of-state invoices) that receives California source income and has not completed FTB Form 590, there may be a backup withholding on all payments. Fifteen (15) business days prior to the first payment, new suppliers or suppliers with expired forms or forms with incorrect information must submit new forms to the District (forms are available from the Franchise Tax Board website listed below).
- 16.2 Under certain circumstances, Offerors may be eligible for reduced or waived nonresident withholding. If Offeror has already received a waiver or a reduced withholding response from the State of California and the response is still valid, Offeror should submit the response to the District in lieu of the forms. Failure to submit the required forms will result in withholding of payments. Offerors should to the Franchise Tax Board websites (listed below) for tax forms and information on non-resident withholding, including waivers or reductions. The District will not give Offerors any tax advice. It is recommended that Offerors speak with their tax advisers and/or the State of California for guidance. Franchise Tax Board Websites:
<https://www.ftb.ca.gov>
<https://www.ftb.ca.gov/forms/Search/Home/FormRequest/1619>
<https://www.ftb.ca.gov/forms/search/>
- 16.3 If selected for award, the Offeror is to submit forms to the Auditor & Controller via fax at (858) 694-2060 or mail originals to: District of San Diego, 5530 Overland Avenue, Suite 410, San Diego, CA 92123. The P.O. Number or Contract Number (if available) and "California Revenue and Taxation Code Section 18662" must appear on fax cover sheet and/or the outside of the mailing envelope.

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16. W-9 FORM

If selected for award, the Offeror must complete and submit a W-9 form if a current form is not on file with the District.

EVALUATION CRITERIA

Proposal Evaluation Criteria

The evaluation criteria listed below are in descending order of importance by paragraph, not subparagraphs, and will be considered in the evaluation of the Offeror's written and oral proposals accordingly. Proposals should give clear, concise information in sufficient detail to allow an evaluation based on these criteria.

Mandatory minimum requirements for eligibility are included in the evaluation criteria. Failure to satisfy these mandatory minimum requirements will be considered disqualifying, and the proposal will not be considered for award.

Evaluation Criteria:

Essential Requirements – Pass/Fail

This section contains the minimum basic requirements the Offeror must possess to be considered responsive to the solicitation. Each question is potentially disqualifying.

- Experience of Firm – 25%
- Experience of Personnel – 25%
- Project Plan – 25%
- Price Proposal – 15%
- Financial Strength – 5%
- Safety Record – 5%

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SUBMITTAL ITEMS

Proposals should give clear, concise information in sufficient detail and in the order presented below to allow for a comprehensive evaluation. The District shall have the discretion, but not the obligation, to construe any submission as non-conforming and ineligible for consideration if it does not conform to the Submittal Requirements described by these Submittal Items. The District shall also have the discretion to waive any irregularities or variances from these Submittal Items and/or seek Clarification.

Offeror's response to these Submittal Items shall be no more than 125 pages.

Submittal Items include:

1. Proposal Cover Page Form
2. Representations and Certifications Form
3. Nondisclosure Indemnification Agreement
4. Information Form
5. Essential Requirements
 - 5.1 This section contains the minimum basic requirements the Offeror must possess to be considered responsive to the solicitation. Each question is potentially disqualifying.
 - 5.1.1 Provide signed and completed Proposal Coverpage Form, Representations and Certifications Form, and Indemnification Agreement. If forms are not provided, the Proposal may be deemed non-conforming and will not be scored.
 - 5.1.2 Provide all required attachments identified in this section. If attachments are not provided or do not meet the minimum requirements specified, the Proposal may be deemed non-conforming and will not be scored.
 - 5.1.3 Provide signed and completed Certification that the answers submitted in the Proposal are true and correct. If Certification is not provided, the Proposal may be deemed non-conforming and will not be scored.
 - 5.1.4 Offerors may be disqualified for any unanswered questions or answers to any question in a manner indicated as "Disqualifying".
6. Experience of Firm – Comparable Projects

The comparable projects provided will be used to determine the Experience of Firm. Scoring for this section will be based on the extent to which the Offeror provides specific information that substantiates that the comparable projects are relevant to the Project Description and Scope of Services of this RFP.
7. Experience of Personnel - Resumes

The resumes of Key Personnel will be used to determine the Experience of Personnel. Scoring for this section will be based on the extent to which the Offeror provides specific information that substantiates that the resumes of Key Personnel are relevant to the Project Description and Scope of Services of this RFP.
8. Project Plan

Scoring for this section will be based on the extent to which the Offeror provides specific information that substantiates that the Project Plan is relevant to the Project Description and Scope of Services of this RFP.
9. Pricing Proposal

Phases 1, Preconstruction Services and Phase 2, Construction Services

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10. Financial Strength – Financial Statements

The attached Financial Statements and/or DUNS Number will be used to determine the Financial Strength of Offeror. Scoring for this section will be based on the extent to which the Offeror meets or exceeds the financial capacity necessary to deliver the Project Description and Scope of Services of this RFP.

11. Safety Record

Scoring for this section will be based on OSHA, Cal/OSHA, or an equivalent agency outside of California cited or assessed penalties; and Experience Modification Rate (EMR).

12. Surety Declaration

13. Certification

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PROPOSAL COVER PAGE

SUBMITTAL INFORMATION

Submit this Completed Form as the Cover Page of Your Proposal

DESCRIPTION

Request for Proposals	CMAR for San Ramon Fire Training Facility
-----------------------	---

OFFEROR INFORMATION (TO BE COMPLETED BY OFFEROR)

Please Type or Print Clearly

BUSINESS INFORMATION

Company/Organization Name

Address

()

Telephone Number

Website Address

()

Fax Number (optional)

District communications to Offeror regarding this RFP will be sent to the POC. If no POC is provided, such communications will be sent to the Authorized Representative.

REPRESENTATIVE AUTHORIZED TO SIGN OFFER

Authorized Representative Name

Authorized Representative Title

Authorized Representative Email Address

()

Authorized Representative Telephone Number

Authorized Representative Mailing Address

AUTHORIZED POINT OF CONTACT (POC)
 (if different from Authorized Representative)

POC Name

POC Title

POC Email Address

()

POC Telephone Number

POC Mailing Address

SIGNATURE

I certify under penalty of perjury under the laws of the State of California, that I am authorized to execute and submit this proposal on behalf of the Offeror listed above; that all of the RFP instructions and rules, exhibits, addenda, explanations, and any other information provided by the District, including but not limited to, the diligence material, has been reviewed, understood and complied with; and that all information in this submission is true, correct, and in compliance with the terms of the RFP.

 Authorized Representative Signature

 Date

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NONDISCLOSURE INDEMNIFICATION AGREEMENT

IF OFFEROR SUBMITS EXHIBIT CONFIDENTIAL/PROPRIETARY, THE FOLLOWING NONDISCLOSURE INDEMNIFICATION AGREEMENT MUST BE COMPLETED, SIGNED AND RETURNED WITH THE OFFER

This indemnification agreement is made and entered into by and between the San Ramon Valley Fire Protection District (“District”) and Offeror Company/Organization Name: _____ (“Offeror”) with reference to the following facts:

WHEREAS the District may receive a request for disclosure of Offeror’s submission under the California Public Records Act, Government Code Section 6250, et seq.; and

WHEREAS, Offeror has included in its submission an exhibit entitled “*EXHIBIT – CONFIDENTIAL/PROPRIETARY*” containing records that Offeror has determined to constitute trade secrets or other proprietary information exempt from disclosure under the California Public Records Act; and

WHEREAS the District requires defense and indemnity from Offeror for the District’s ongoing non-disclosure of Offeror’s *EXHIBIT-CONFIDENTIAL/PROPRIETARY*;

NOW, THEREFORE, for good and valuable consideration and the mutual promises contained herein, the parties agree to the following:

1. The above recitals are incorporated herein by this reference.
2. Except as otherwise provided herein, the District will not release Offeror’s *EXHIBIT-CONFIDENTIAL/PROPRIETARY* based on Offeror’s representation that the records contained therein are proprietary and exempt from disclosure under the California Public Records Act and/or are trade secrets as that term is defined in Government Code Section 6250, et seq. Notwithstanding the foregoing, however, the District may release Offeror’s *EXHIBIT-CONFIDENTIAL/PROPRIETARY* in the event of any of the following:
 - a. Offeror fails to comply with the terms and conditions of this indemnification agreement; or
 - b. Offeror provides the District with written notice that some or all of the records may be released; or
 - c. A court of competent jurisdiction orders the District to release the records and the District has exhausted or waived its appeal rights.
3. To the fullest extent allowed by law, the District shall not be liable for, and Offeror shall defend and indemnify District and its Board of Supervisors, officers, directors, employees and agents of District (collectively “District Parties”), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys’ fees (whether incurred by District attorneys or attorneys employed by District) and court costs (hereinafter collectively referred to as “Claims”), related to Offeror’s *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.
4. Offeror waives any and all claims in law or equity and hereby releases the District Parties from any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics’ liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys’ fees and court costs, which arise out of or are in any way connected to Offeror’s *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.

TO BE COMPLETED BY AN AUTHORIZED REPRESENTATIVE OF THE OFFEROR

Offeror Company/Organization Name: _____
Authorized Representative Name: _____
Authorized Representative Title: _____
Signature: _____ Date: _____

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INFORMATION

CONSTRUCTION MANAGER AT RISK			
Firm Name:			Check one:
Address:			<input type="checkbox"/> Corporation
			<input type="checkbox"/> Individual
			<input type="checkbox"/> Partnership
Phone:			<input type="checkbox"/> Joint Venture
Fax:			Other
License #:		Expiration:	
DIR Registration #:			
Classification:			
Contact:			
Email:			
Phone:		Fax:	
NOTE: The Firm Name that is listed above:	<ol style="list-style-type: none"> 1. Must match the Firm Name with whom the District would hold a contract. 2. Must match the Firm Name on all forms, declarations, certifications, and information submitted with the Proposal. 3. Must match the Firm Name which holds a Type B General California Contractors license and is registered with the California Department of Industrial Relations. 		

SUBCONTRACTOR LISTING				
Firm Name	License #	Expiration	DIR Registration #	Classification
NOTE: Subcontractors that are listed above:	<ol style="list-style-type: none"> 1. Represents a complete listing of all subcontractors known at the time of submission that will participate in the project. 2. Are not subject to the public proposal process identified. 3. Cannot be substituted without the written consent of the District of San Diego. 			

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ESSENTIAL REQUIREMENTS

The Offeror will be disqualified for any responses to questions noted below as “Disqualifying”. Note that there are seven (7) required attachments specified in this section.

LICENSE

1. The Offeror has attached a copy of a valid and current California Type B–General Contractor license.
 Yes No (Disqualifying)
2. The Offeror has attached evidence of current registration with the California Department of Industrial Relations.
 Yes No (Disqualifying)
3. At any time during the last five (5) years, has any license issued to Offeror from the California Contractors State License Board (CSLB) been suspended or revoked?
 Yes (Disqualifying) No

INSURANCE

4. The Offeror has attached evidence of current General Liability Insurance with a policy limit of at least \$5,000,000.00 per occurrence and \$10,000,000.00 aggregate.

NOTE: An Excess Liability policy may be used to meet policy limits only if it is providing the same coverage as the primary policy.
 Yes No (Disqualifying)
5. The Offeror has attached evidence of current Worker’s Compensation Insurance as required by the Labor Code, or is legally self-insured pursuant to Labor Code section 3700 et seq.
 Yes No (Disqualifying)
 The Offeror is exempt because it has no employees
6. At any time during the last five (5) years, has there ever been a period when the Offeror had employees but was without Worker’s Compensation insurance or state-approved self-insurance?
 Yes (Disqualifying) No
7. At any time during the past five (5) years, has the firm had any carrier, for any form of insurance, refuse to renew coverage?
 Yes (Disqualifying) No

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FINANCIAL STRENGTH

8. The Offeror has attached a copy of financial statements with accompanying notes and supplemental information or has provided its current nine-digit DUNS Number from Dun & Bradstreet for use in evaluation of Offeror's current financial position.

NOTE: If the Offeror is submitting financial statements, they must be for the latest fiscal year ended and include a balance sheet, statement of operations and retained earnings, statement of cash flows, and notes to the financial statements conforming to generally accepted accounting principles (GAAP).

Yes No (Disqualifying)

9. Is Offeror currently the debtor in a bankruptcy case?

Yes (Disqualifying) No

10. At any time during the last five (5) years, was Offeror in bankruptcy?

Yes (Disqualifying) No

BONDING

11. The Offeror has attached a notarized Surety Declaration from an admitted surety insurer (approved by the California Department of Insurance) and authorized to issue bonds in the State of California, which states that the Offeror's current bonding capacity is at least \$18,000,000.00 or greater.

NOTE: The notarized statement must be from the surety company, not an agent or broker.

Yes No (Disqualifying)

12. Is the surety to be used for this project authorized by the Insurance Commissioner to transact business of insurance in the State of California?

Yes No (Disqualifying)

13. At any time during the last five (5) years, has a surety firm completed a contract on behalf of or paid for completion of a contract because the Offeror was terminated for default by the project owner?

NOTE: Attach a letter from your surety insurer as confirmation.

Yes (Disqualifying) No

14. At any time during the last three (3) years, has the Offeror been required to pay a premium of more than one percent (1.00%) for a Performance or Payment Bond on any project?

Yes (Disqualifying) No

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15. The Offeror has provided their Experience Modification Rate (EMR) (California Worker's Compensation insurance) for each of the past three premium years.

Yes No (Disqualifying)

Year _____: _____ Year: _____: _____ Year _____: _____

16. Does the Offeror have a written Injury and Illness Prevention Program (IIPP) that complies with California Code of Regulations, Title 8, Sections 1509 and 3203?

Yes No (Disqualifying)

17. Does the Offeror have a written safety program that meets OSHA requirements?

Yes No (Disqualifying)

18. Will the Offeror have personnel assigned and dedicated to safety on this project?

Yes No (Disqualifying)

LABOR COMPLIANCE

19. At the time of submitting this Proposal, is Offeror ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?

Yes (Disqualifying) No

20. At any time during the last five (5) years, has Offeror or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?

Yes (Disqualifying) No

21. At any time during the last five (5) years, has there been an occasion in which the Offeror was required to pay either back wages or penalties for the failure to comply with the state's prevailing wage laws?

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

Yes (Disqualifying) No

22. At any time during the last five (5) years, has there been an occasion in which the Offeror was penalized or required to pay back wages for failure to comply with the federal Davis-Bacon prevailing wage requirements?

Yes (Disqualifying) No

23. Does the Offeror intend to request the dispatch of apprentices from an apprenticeship program approved by the California Apprenticeship Council for use on this Project if awarded the contract?

Yes No (Disqualifying)

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24. At any time during the last five (5) years, has the Offeror been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

Yes (Disqualifying) No

25. At any time during the last five (5) years, has a court or administrative agency made a final determination that Offeror, individually or collectively with another party, violated any federal or state laws prohibiting the hiring or employment of illegal or undocumented employees?

Yes (Disqualifying) No

DEBARMENT

26. At any time during the last five (5) years, has Offeror or any firm with which any of its company's owners, officers or partners was associated, been debarred, disqualified, defaulted on, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

NOTE: "Associated with" refers to another firm in which an owner, officer, or partner held a similar position.

Yes (Disqualifying) No

27. At any time during the last five (5) years, has Offeror or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

Yes (Disqualifying) No

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EXPERIENCE OF FIRM

The Offeror must have successfully completed at least three comparable projects within the last ten years. All three comparable projects must have been located in the United States.

The comparable projects should be similar to the Project Description and Scope of Services identified in this RFP in order to properly demonstrate the Experience of Contractor.

The relevant factors of the Project Description and Scope of Services in determining similarity are as follows:

Project Description

Building Type	Identify the building type and setting
Client Type	Identify the industry or business sector
Occupancy/Use	Identify the primary function of the building/facility
Project Type	Identify if new construction, remodel, TI, etc.
Location	Identify State, District, and City
Performance Requirements	Identify any unique or user specific design requirements
Delivery Method	Identify delivery methods (e.g., CMAR, Design-Build, Design-Bid-Build)

Scope of Services

Preconstruction Services	List the full scope of preconstruction services provided
Construction Services	List number of subs managed, highlight other services, etc.
Contract Type	Identify if CMAR w/ GMP, Cost Plus, Lump Sum, etc.
Contract Cost	Identify total, preconstruction, and construction costs
Contract Schedule	Identify total, preconstruction, and construction phases

For each comparable project, include a Client contact and telephone number who is capable of verifying this information if contacted by the District. Photographs are encouraged but are not required.

Limit to one (1) double-sided or two (2) single-sided pages per project.

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EXPERIENCE OF PERSONNEL

Attach the resumes of Key Personnel that will be assigned to the Project from preconstruction through completion. Key Personnel shall include at a minimum: the Project Manager, the Project Engineer, the Project Superintendent, and QA/QC Safety Manager.

The resumes should include projects similar to the Project Description and Scope of Services identified in this RFP in order to properly demonstrate the Experience of Personnel.

The relevant factors of the Project Description and Scope of Services in determining similarity are the same as those identified in the Comparable Projects section of this RFP.

Each resume shall include, at a minimum, the following information:

1. Employment history
2. Education, training, licenses, credentials, and industry affiliations
3. Identify role and responsibilities, if any, on the three comparable projects submitted in Proposal
4. Identify role and responsibilities on Construction Manager at Risk projects of similar scope, value, and complexity as the Project Description and Scope of Services

Do not include the resumes of Executives, Business Development Managers, or Operations Managers as they will not be evaluated or considered in the Experience of Personnel.

Limit to one (1) page per resume.

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PROJECT PLAN

Provide a narrative description of how the Offeror intends to perform the services and activities necessary to successfully deliver the Project.

The narrative must be specific to the delivery of the Project Description and Scope of Services identified in this RFP in order to properly demonstrate the Project Plan.

The relevant factors of the Project Description and Scope of Services in determining the key issues to be addressed are the same as those identified in the Comparable Projects section of this RFP.

In addition, the Project Plan shall also identify the following:

1. The roles and responsibilities of the Key Personnel and supplemental staff
2. Plan to collaborate with District representatives and consultants

3. Anticipated risks to the District and mitigation plan.

Limit to three (3) pages for the narrative.

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PRICE PROPOSAL

Provide proposed prices for the services and contingencies described below. The cost and percentages shall be based on an assumed total project cost of \$18,000,000. The actual fees for Phase 2 shall be based on the percentages proposed multiplied by the actual Direct Cost of Work.

- Phase 1 - Preconstruction Services: Submit Contractor's proposed lump sum dollar amount fee for all preconstruction Services as described in this RFP. All anticipated reimbursable expenses shall be included in the Contractor's fee.
- Phase 2 - Construction Services: Submit Contractor's proposed fees for the Contractor's Construction Services required for the construction phases of the project. Express the fee as both a proposed dollar-amount cost and as a percentage of the estimated Direct Cost of the Work. The actual amount to be paid to the Contractor for Construction Services as a part of the Guaranteed Maximum Price will be the proposed dollar amount cost. The percentage proposed will only be used during construction as a part of the markup allowed on changes to the GMP or charges against the Contractor's Contingency Fund. General Conditions are included as part of the Construction Services.
- Phase 2 - Contractor's Contingency: Express the amount of the proposed Contractor's Contingency as both a dollar-amount cost and as a percentage of the estimated Direct Cost of the Work. The Contractor will include a minimum of 1% of the construction budget for the Contractor's Contingency. The actual amount to be placed in the Contractor's Contingency Fund as a part of the Guaranteed
- Maximum Price will be determined by using the percentage proposed multiplied by the actual Direct Cost of the Work.
- Phase 2 - Contractor's Overhead & Profit: Submit the proposed cost for the Contractor's Overhead and Profit for both the demolition & site preparation and the construction phases of the project. Express the cost of Overhead and Profit as both a dollar-amount cost and as a percentage of the estimated Direct Cost of the Work stated on the Proposal. The actual OH&P to be paid to the Contractor as a part of the Guaranteed Maximum Price will be determined by using the percentage proposed multiplied by the actual Direct Cost of the Work proposed in the GMP. The percentage proposed will also be used during construction as a part of the markup allowed on changes to the GMP or charges against the Contractor's Contingency Fund.

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SERVICES	PRICE
<p>PHASE 1 – PRECONSTRUCTION SERVICES</p> <ul style="list-style-type: none"> ▪ Includes all costs associated with performing the Phase 1 services, including those performed during the Design/Construction Overlap Duration. ▪ Does not include any costs associated with Phase 2. 	\$ _____
DISTRICT’S ESTIMATE OF DIRECT PASS-THROUGH COSTS	\$14,500,000.00
<p>PHASE 2 – CONSTRUCTION</p> <ul style="list-style-type: none"> ▪ Includes all costs associated with performing the Phase 2 services, including those performed during the Design/Construction Overlap Duration. ▪ Does not include any costs associated with Phase 1 ▪ Includes all costs defined in General Conditions, Article 1, as the “Contractor’s Fee” in the following manner: <p style="margin-left: 20px;">FEE</p> <ol style="list-style-type: none"> 1. Includes all costs for overhead, profit, administrative costs, offsite/home office staff and expense, insurance premiums, and bonds. 2. Does not include General Conditions or Direct Pass-Through Costs. <p style="margin-left: 20px;">GENERAL CONDITIONS</p> <ol style="list-style-type: none"> 1. Includes all costs for onsite staff, supervision, safety, QA/QC, security, vehicles, temporary facilities, temporary toilets, temporary utilities, telephones, computers, printing, delivery, permits, etc. 2. Does not include Fee or Direct Pass-Through Costs. 	\$ _____

 Print Name

 Signature

 Date

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SAFETY RECORD

If within the last five (5) years, OSHA, Cal/OSHA or an equivalent agency from outside the State of California has cited or assessed penalties against the Offeror for any "serious," "willful" or "repeat" violations of its safety or health regulations, attached a detail description of the violation.

NOTE: If you have filed an appeal of a citation and the Appeals Board has ruled in your favor, you need not include information about it.

Provided EMR which will be used to determine and evaluate the Safety Record. Scoring for this section will be based on the extent to which the EMR is below 1.00 and the trend over the years from oldest to newest.

1. List Bidder's interstate Experience Modification Rate for the last three years.

[20__] _____ [20__] _____ [20__] _____

2. Use Bidder's last year's Cal/OSHA 200 log to fill in the following number of injuries and illnesses:

a. Number of lost workday cases _____

b. Number of medical treatment cases _____

c. Number of fatalities _____

3. Employee hours worked last year _____

4. State the name of Bidder's safety engineer/manager:

Attach a resume or outline of this individual's safety and health qualifications and experience.

I CERTIFY, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND I AUTHORIZE THE SAN RAMON VALLEY FIRE PROTECTION DISTRICT, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

BIDDER:

By: _____
Signature

Its: _____
Title

Date

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 SAN RAMON FIRE TRAINING FACILITY

SURETY DECLARATION

Provide this declaration to your Surety or Sureties to be used for this Project to be signed by an authorized representative, notarized, and included with your Proposal. If the Offeror submitting this Proposal is a Joint Venture, Partnership or other association, provide such information for each member or partner if necessary to achieve the required bond capacity.

The undersigned declares under penalty of perjury that the bonding capacity indicated below is true and correct and that this declaration was executed in:

_____ (District), _____ (State) on _____ (Date)

 (Signature)

 (Name and Title)

 (Representing [Surety Name])

 (Firm Name)

_____ (Address) _____ (City, State, Zip Code)

_____ (Telephone Number) _____ (Fax Number)

 (Email Address)

(ATTACH NOTARIZATION of SURETY REPRESENTATIVE'S SIGNATURE)

Bonding Capacity: _____

Provide documentation from your surety identifying the following:

Name of Bonding Company/Surety:	
Name of Surety Agent, Address, and Telephone Number:	
Total Bonding Capacity	
Total Available Bonding Capacity	

SAN RAMON VALLEY FIRE PROTECTION
REQUEST FOR PROPOSALS
CONSTRUCTION MANAGER-AT-RISK WITH A GUARANTEED MAXIMUM PRICE
SAN RAMON FIRE TRAINING FACILITY

CERTIFICATION

I, the undersigned, certify and declare that I have read all the foregoing answers submitted in response to this solicitation, and know its contents.

I declare under penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Print Name

Signature

Title

Date

Company/Organization

Address, City, State, Zip Code

Telephone Number

Fax Number

Email Address

SAN RAMON VALLEY FIRE PROTECTION
REQUEST FOR PROPOSALS
CONSTRUCTION MANAGER-AT-RISK WITH A GUARANTEED MAXIMUM PRICE
SAN RAMON FIRE TRAINING FACILITY

ATTACHMENTS

Attachment A – Draft Agreement, which includes drafts of the following:

- Draft General Conditions
- Exhibit C – Sample Notice to Proceed
- Exhibit D – Performance Bond
- Exhibit E – Payment Bond
- Exhibit F – Insurance Requirements

Attachment B – Scope of Preconstruction Services

Attachment C – Division of Costs

Attachment D – Preliminary Schedule (to be provided as part of proposal)

Attachment E – Basis of Design – Design Development Drawings dated July 14, 2022

SAN RAMON VALLEY FIRE PROTECTION
REQUEST FOR PROPOSALS
CONSTRUCTION MANAGER-AT-RISK WITH A GUARANTEED MAXIMUM PRICE SAN RAMON FIRE TRAINING
FACILITY

ATTACHMENT A

DRAFT CONTRACT

DOCUMENT 00 5200

AGREEMENT

THIS AGREEMENT, dated this ____ day of 2022, by and between [CONTRACTOR] whose place of business is located at [Address] ("Contractor"), and the SAN RAMON VALLEY FIRE PROTECTION DISTRICT (hereinafter "Owner"), acting under and by virtue of the authority vested in Owner by the laws of the State of California.

WHEREAS, Owner, by its Resolution No. _____, adopted on _____, 2022, awarded to Contractor the following Contract: **San Ramon Fire Training Facility Project**.

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

1. **SCOPE OF WORK OF THE CONTRACT.** Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents (the "**Work**").
2. **PRICE FOR COMPLETION OF THE WORK.** Owner shall pay Contractor the following Contract Sum (**Contract Sum**) for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid, attached hereto: \$_____. The Contract Sum includes all Work described in the Contract Documents and all costs related to the impacts from COVID-19 and local, County, and State requirements related thereto.
3. **COMMENCEMENT AND COMPLETION**
 - 3.01 **Commencement of the Work.** Contractor shall commence Work on the date stated in the Notice to Proceed (the "**Commencement Date**"). Owner reserves the right to modify or alter the Commencement Date.
 - 3.02 **Completion of the Work.** The Work shall be performed in two phases. Contractor shall achieve Final Completion of Phase 1 within 180 Calendar Days from the date when the Contract Time commences to run. Contractor shall achieve Final Completion of Phase 2 within 450 Calendar Days from the date when the Contract Time commences to run. Contractor shall allow 14 calendar days from the completion of Phase 1 for Owner move into the completed Phase 1 before Phase 2 commences.
4. **PROJECT REPRESENTATIVES**
 - 4.01 **Owner's Project Manager.** Owner has designated _____ as its Project Manager to act as Owner's Representative in all matters relating to the Contract Documents. Owner's Project Manager shall have final authority over all matters pertaining to the Contract Documents and shall have sole authority to modify the Contract Documents on behalf of Owner, to accept work, and to make decisions or actions binding on Owner, and shall have sole signature authority on behalf of Owner. Owner may assign all or part of the Project Manager's rights, responsibilities and duties to a Construction Manager, or other Owner Representative.
 - 4.02 **Contractor's Project Manager.** Contractor has designated _____ as its Project Manager to act as Contractor's Representative in all matters relating to the Contract Documents.

5. LIQUIDATED DAMAGES

- 5.01 Liquidated Damages For Delay to Substantial Completion of Phase 2.** As liquidated damages for delay, Contractor shall pay Owner three thousand dollars (\$3,000.00) for each Calendar Day that expires after the time specified herein for Contractor to achieve Substantial Completion of Phase 2 of the Work, until achieved.
- 5.02 Liquidated Damages for Delay to Final Completion of Phase 2.** As liquidated damages for delay, Contractor shall pay Owner one thousand dollars (\$1,000.00) for each Day that expires after the time specified herein for Contractor to achieve Final Completion of Phase 2 of the entire Work, until achieved.
- 5.03 Scope of Liquidated Damages.** The liquidated damages amounts stated in Section 5.01 and 5.02 shall apply cumulatively. Limitations and stipulations regarding liquidated damages (if any) are set forth in Document 00 7200 (General Conditions).

6. CONTRACT DOCUMENTS

- 6.01** The Contract Documents consist of the following documents, including all changes, Addenda, and Modifications thereto:

TBD
- 6.02** There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented as provided in Document 00 7200 (General Conditions).

7. MISCELLANEOUS

- 7.01** Terms and abbreviations used in this Agreement are defined in Document 00 7200 (General Conditions) and Section 01 4200 (References and Definitions) and will have the meaning indicated therein.
- 7.02** It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of Owner or acting as an employee, agent, or representative of Owner, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of Owner is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 7.03** In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time Owner tenders final payment to Contractor, without further acknowledgment by the parties.
- 7.04** Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at Owner's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §§ 1860 and 1861, in accordance

with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees. Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.

7.05 During the term of this Agreement, Contractor warrants that it is currently registered with the Department of Industrial Relations and qualified to perform public work consistent with Labor Code section 1725.5. Contractor further warrants that any subcontractors who are subject to Public Contract code section 4104, are registered and qualified to perform public work consistent with Labor Code section 1725.5.

7.06 This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

7.07 This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Contra Costa, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for the County of Contra Costa.

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

CONTRACTOR: [CONTRACTOR'S NAME]

By: _____
(Signature)

By: _____
(Signature)

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

Its: _____
Title (If Corporation: Secretary, Assistant
Secretary, Chief Financial Officer or
Assistant Treasurer)

OWNER: SAN RAMON FIRE PROTECTION DISTRICT

By: _____
(Signature)

(Print Name)

(Title)

Attest: _____
Secretary

(Print Name)

APPROVED AS TO FORM AND LEGALITY
THIS __ DAY OF _____, [202__]

By: _____

San Ramon Valley Fire Protection District
CMAR for San Ramon Fire Training Facility
San Ramon, CA

08/01/2022
Agreement
00 5200 - 3

Attorney for Owner

(Print Name)

RESOLUTION NO. _____

END OF DOCUMENT

SAN RAMON VALLEY FIRE PROTECTION
REQUEST FOR PROPOSALS
CONSTRUCTION MANAGER-AT-RISK WITH A GUARANTEED MAXIMUM PRICE SAN RAMON FIRE TRAINING
FACILITY
ATTACHMENT A

DRAFT GENERAL CONDITIONS

DOCUMENT 00 7200
GENERAL CONDITIONS

1. INTERPRETATION OF CONTRACT DOCUMENTS

1.01 Interpretation Of Documents. Contract Documents are complementary; what is called for by one is as binding as if called for by all. Individual Contract Documents subdivide at first level into Articles, and then into paragraphs.

1.02 Order Of Precedence Of Documents.

- A. In the case of discrepancy or ambiguity in the Contract Documents, the following order of precedence shall prevail:
1. Modifications in inverse chronological order (i.e., most recent first), and in the same order as specific portions they are modifying;
 2. Agreement Forms (Document 00 5200), and terms and conditions referenced therein;
 3. Supplementary General Conditions (Document 00 7201 et seq), if included;
 4. General Conditions (Document 00 7200);
 5. Division 1 Specifications;
 6. Drawings and Technical Specifications (Division 2 and above);
 7. Written numbers over figures, unless obviously incorrect;
 8. Figured dimensions over scaled dimensions;
 9. Large-scale Drawings over small-scale Drawings.
- B. Any conflict between Drawings and Technical Specifications (Division 2 and above) will be resolved in favor of the document of the latest date (i.e., the most recent document), and if the dates are the same or not determinable, then in favor of Specifications.
- C. Any conflict between a bill or list of materials shown in the Contract Documents and the actual quantities required to complete Work required by Contract Documents, will be resolved in favor of the actual quantities.
- D. All Technical Specifications included in the Project manual shall be included within the Contract Documents unless identified otherwise.

2. PRE-BID INVESTIGATIONS

2.01 Pre-Bid Investigations Required.

- A. Prior to and as a condition of submitting a Bid and executing Document 00 5200 (Agreement), Contractor shall make reasonable efforts to investigate fully the Work of the Contract. Contractor shall visit the Site, examine thoroughly and understand fully the nature and extent of the Contract Documents, Work, Site, locality, actual conditions and as-built conditions.
- B. Contractor's investigation shall include, without limitation, requesting and thoroughly examining of all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, product specification(s) or reports, made available by Owner for contracting purposes or during Contractor's pre-bid investigations, of existing above ground and (to the extent applicable) below ground conditions (together, "Existing Conditions Data"), including, as applicable, Underground Facilities, geotechnical data, as-built data, utility surveys, record documents of all types, hazardous materials surveys, or similar materials which may appear or be referenced in the Project Manual or the in the Contract Documents, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- C. Contractor's investigations shall consider fully the fact that Existing Conditions Data is in many cases based on information furnished to Owner by others (e.g., the prior owner or builders), and that due to their age or their chain of custody since preparation, may not meet current industry standards for accuracy. Contractor shall also: (i.) provide Owner with prompt written notice of all conflicts, errors, ambiguities, or discrepancies of any type, that it discovered in or among the Contract Documents and the Existing Conditions Data, and (ii.) subject to Owner's approval, conduct any such additional or supplementary examinations, investigations, explorations, tests, studies and data compilations, concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise, which Contractor may deem necessary in order to perform and furnish the Work in accordance with the terms and conditions of Contract Documents.
- D. During performance of the Contract, Contractor will be charged with knowledge of all information that it should have learned in performing these pre-bid investigations and other obligations, and shall not be entitled to Change Orders (time or compensation) due to any information, error, inconsistency, omission, or conditions that Contractor should have known as a part of this Work. Contractor shall be responsible for the resultant losses, including, without limitation, the cost of correcting Defective Work.

2.02 Limited Reliance Permitted On Owner's Existing Conditions Data.

- A. Regarding aboveground and as-built conditions shown on the Contract Documents or supplied by Owner, such information has been compiled in good faith, however, Owner does not expressly or impliedly warrant or represent that such information is correctly shown or indicated, or otherwise complete for construction purposes. Contractor must independently verify such information as part of its pre-bid investigations, and where conditions are not reasonably verifiable or discrepancies are identified, bring such matters to Owner's attention

through written question issued during the bid period. In executing Document 00 5200 (Agreement), Contractor shall rely on the results of its own independent investigation and shall not rely on Owner-supplied information regarding aboveground conditions and as-built conditions, and Contractor shall accept full responsibility for its verification work sufficient to complete the Work as intended.

- B. Regarding subsurface conditions other than Underground Facilities shown on the Contract Documents or otherwise supplied by Owner, Contractor may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated in the Contract Documents. Owner is not responsible for the completeness of any subsurface condition information, Contractor's conclusions or opinions drawn from any subsurface condition information, or subsurface conditions that are not specifically shown. (For example, Owner is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown.)

2.03 Pre-Bid Investigation Requirements For Excavation And Utilities Relocation.

- A. As part of its pre-bid investigations for Projects involving excavation and/or relocation of existing utilities, Contractor shall make reasonable efforts to verify information regarding Underground Facilities, including but not limited to, requesting additional information or verification of information as necessary.
- B. Because of the nature and location of Owner and the Project, the existence of Underground Facilities is deemed inherent in the Work of the Contract, as is the fact that Underground Facilities are not always accurately shown or completely shown on as-built records, both as to their depth and location. Contractor shall, therefore, take care to note the existence and potential existence of Underground Facilities, in particular, above and below grade structures, drainage lines, storm drains, sewers, water, gas, electrical, chemical, hot water, and other similar items and utilities. Contractor shall carefully consider all supplied information, request additional information Contractor may deem necessary, and visually inspect the Site for above ground indications of Underground Facilities (such as, for example not by way of limitation, the existence of existing service laterals, appurtenances or other types of utilities, indicated by the presence of an underground transmission main or other visible facilities, such as buildings, new asphalt, meters and junction boxes, on or adjacent to the Site). Contractor shall also consider local underground conditions and typical practices for Underground Facilities, either through its own direct knowledge or through its subcontractors, and fully consider this knowledge in assessing the existing information and the reasonableness of its reliance.

3. SUBCONTRACTORS

3.01 Subcontractor Listing Law.

- A. Contractor shall comply with the Subcontractor Listing law, California Public Contract Code §§ 4101 et seq. Contractor shall not substitute any other person or firm in place of any Subcontractor listed in the Bid except as may be allowed by law.
- B. Subcontractors shall not assign or transfer their subcontracts or permit them to be performed by any other contractor without Owner's written approval. At

Owner's request, Contractor shall provide Owner with a complete copy of all executed subcontracts or final commercial agreements with Subcontractors and/or suppliers.

3.02 Subcontracts

- A. Subcontract agreements shall preserve and protect the rights of Owner under the Contract Documents so that subcontracting will not prejudice such rights. To the extent of the Work to be performed by a Subcontractor, Contractor shall require the Subcontractor's written agreement (1) to be bound to the terms of Contract Documents and (2) to assume vis-à-vis Contractor all the obligations and responsibilities that Contractor assumes toward Owner under the Contract Documents. (These agreements include for example, and not by way of limitation, all warranties, claims procedures and rules governing submittals of all types to which Contractor is subject under the Contract Documents.)
- B. Contractor shall provide for the assignment to Owner of all rights any Subcontractor (of any tier) may have against any manufacturer, supplier, or distributor for breach of warranties and guarantees relating to the Work performed by the Subcontractor under the Contract Documents. Subcontracts shall provide and acknowledge Owner as an intended third-party beneficiary of each subcontract and supply contract (of any tier).

4. DRAWINGS AND SPECIFICATIONS

4.01 Intent of Drawings And Specifications.

- A. Contractor shall interpret words or phrases used to describe Work (including services), materials, or equipment that have well-known technical or construction industry or trade meaning in accordance with that meaning. Drawings' intent specifically includes the intent to depict construction that complies with all applicable laws, codes and standards.
- B. As part of the "Work," Contractor shall provide all labor, materials, equipment, machinery, tools, facilities, services, employee training and testing, hoisting facilities, Shop Drawings, storage, testing, security, transportation, disposal, the securing of all necessary or required field dimensions, the cutting or patching of existing materials, notices, permits, documents, reports, agreements and any other items required or necessary to timely and fully complete Work described and the results intended by Contract Documents and, in particular, Drawings and Specifications. Divisions and Specification Sections and the identification on any Drawings shall not control Contractor in dividing Work among Subcontractors or suppliers or delineating the Work to be performed by any specific trade.
- C. Contractor shall perform reasonably implied parts of Work as "incidental work" although the same may be absent from Drawings and Specifications. Incidental work includes any work not shown on Drawings or described in Specifications that is necessary or normally or customarily required as a part of the Work shown on Drawings or described in Specifications. Incidental work includes any work necessary or required to make each installation satisfactory, legally operable, functional, and consistent with the intent of Drawings and Specifications or the requirements of Contract Documents. Contractor shall perform incidental work without extra cost to Owner. Incidental work shall be treated as if fully described

in Specifications and shown on Drawings, and the expense of incidental work shall be included in price Bid and Contract Sum.

- 4.02 Checking Of Drawings And Specifications. Before undertaking each part of Work, Contractor shall carefully study and compare Contract Documents and check and verify pertinent figures shown in the Contract Documents and all applicable field measurements. Contractor shall be responsible for any errors that might have been avoided by such comparison. Figures shown on Drawings shall be followed; Contractor shall not scale measurements. Contractor shall promptly report to Owner, in writing, any conflict, error, ambiguity or discrepancy that Contractor may discover. Contractor shall obtain a written interpretation or clarification from Owner before proceeding with any Work affected thereby. Contractor shall provide Owner with a follow-up correspondence every ten Days until it receives a satisfactory interpretation or clarification.
- 4.03 Interpretation Of Drawings And Specifications.
- A. A typical or representative detail on Drawings shall constitute the standard for workmanship and material throughout corresponding parts of Work. Where necessary, and where reasonably inferable from Drawings, Contractor shall adapt such representative detail for application to such corresponding parts of Work. The details of such adaptation shall be subject to prior approval by Owner. Repetitive features shown in outline on Drawings shall be in exact accordance with corresponding features completely shown.
- B. Should any discrepancy appear or any misunderstanding arise as to the import of anything contained in Drawings and Specifications, or should Contractor have any questions or requests relating to Drawings or Specifications, Contractor shall refer the matter to Owner, in writing, with a copy to the Architect/Engineer. Owner will issue with reasonable promptness written responses, clarifications or interpretations as Owner may determine necessary, which shall be consistent with the intent of and be reasonably inferable from Contract Documents. Such written clarifications or interpretations shall be binding upon Contractor. If Contractor believes that a written response, clarification or interpretation justifies an adjustment in the Contract Sum or Contract Time, Contractor shall give Owner prompt written notice. If the parties are unable to agree to the amount or extent of the adjustment, if any, then Contractor shall perform the Work in conformance with Owner's response, clarification, or interpretation and may make a written claim for the adjustment as provided in Article 12.
- C. The following general specifications shall apply wherever in the Specifications, or in any directions given by Owner in accordance with or supplementing Specifications, it is provided that Contractor shall furnish materials or manufactured articles or shall do Work for which no detailed specifications are shown. Materials or manufactured articles shall be of the best grade, in quality and workmanship, obtainable in the market from firms of established good reputation. If not ordinarily carried in stock, the materials or manufactured articles shall conform to industry standards for first class materials or articles of the kind required, with due consideration of the use to which they are to be put. Work shall conform to the usual standards or codes, such as those cited herein, for first class work of the kind required. Contractor shall specify in writing to Owner the materials to be used or Work to be performed under this Paragraph ten Business Days prior to furnishing such materials or performing such Work.

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

5. COMMENCEMENT OF THE WORK

5.01 Submission Of Required Schedules

- A. Contractor shall submit to Owner in draft for review and discussion at the Preconstruction Conference, and in final prior to the first payment application, the following schedules:
1. Schedule of Values;
 2. Progress Schedule, and;
 3. Schedule of Submittals.
- B. No progress payment shall be due or owing to Contractor until such schedules are submitted to and acceptable to Owner and Owner's Representative, and/or Architect/Engineer as meeting the requirements of the Contract Documents. In Owner's sole discretion, Owner may elect to instead withhold a portion of any progress payment for unacceptable compliance with contract requirements for such schedules.
- C. Owner's acceptance of Contractor's schedules will not create any duty of care or impose on Owner any responsibility for the sequencing, scheduling or progress of Work nor will it interfere with or relieve Contractor from Contractor's full responsibility, therefore.

5.02 Commencement Date Of Contract Time.

- A. The Contract Time will commence to run on the date indicated in the Notice to Proceed. If the Owner does not issue a Notice to Proceed, the Contract Time shall commence to run on the 60th Day after the issuance of the Notice of Award. Owner may, in its sole discretion, select a commencement date for the Notice to Proceed that is more than 60 days after the issuance of the Notice of Award.
- B. Owner may give a Notice to Proceed at any time within 60 Days after the Notice of Award. Contractor shall not do any Work at the Site prior to the date on which the Contract Time commences to run.

6. CONTRACTOR'S ORGANIZATION AND EQUIPMENT

- 6.01 Contractor's Legal Address. The address and facsimile number given in Contractor's Bid are hereby designated as Contractor's legal address and facsimile number. Contractor may change its legal address and facsimile number by notice in writing, delivered to Owner, which in conspicuous language advises Owner of a change in legal address or facsimile number, and which Owner accepts in writing. Delivery to Contractor's legal address or depositing in any post office or post office box regularly maintained by the United States Postal Service, in a wrapper with postage affixed, directed to Contractor at legal address, or of any drawings, notice, letter or other communication, shall be deemed

legal and sufficient service thereof upon Contractor. Facsimile to Contractor's designated facsimile number of any letter, memorandum, or other communication on standard or legal sized paper, with proof of facsimile transmission, shall be deemed legal and sufficient service thereof upon Contractor.

- 6.02 Contractor's Superintendents Or Forepersons. Contractor shall at all times be represented on Site by one or more superintendents or forepersons authorized and competent to receive and carry out any instructions that Owner may give, and shall be liable for faithful observance of instructions delivered to Contractor or to authorized representative or representatives on Site.
- 6.03 Proficiency In English. Supervisors, security guards, safety personnel and employees who have unescorted access to the Site shall possess proficiency in the English language in order to understand, receive and carry out oral and written communications or instructions relating to their job functions, including safety and security requirements.
- 6.04 Contractor's And Subcontractors' Employees. Contractor shall employ, and shall permit its Subcontractors to employ, only competent and skillful personnel to do Work. If Owner notifies Contractor that any of its employees, or any of its Subcontractors' employees on Work is incompetent, unfaithful, disorderly or profane, or fails to observe customary standards of conduct or refuses to carry out any provision of the Contract Documents, or uses threatening or abusive language to any person on Work representing Owner, or violates sanitary rules, or is otherwise unsatisfactory, and if Owner requests that such person be discharged from Work, then Contractor or its Subcontractor shall immediately discharge such person from Work and the discharged person shall not be re-employed on the Work except with consent of Owner.
- 6.05 Contractor's Use Of The Site. Contractor shall not make any arrangements with any person to permit occupancy or use of any land, structure or building within the limits of the Work, for any purpose whatsoever, either with or without compensation, in conflict with any agreement between Owner and any Owner, former Owner or tenant of such land, structure or buildings. Contractor may not occupy Owner-owned property outside the limit of the Work as indicated on the Drawings unless it obtains prior approval from Owner.
- 6.06 Contractor's Site Office. Unless expressly provided otherwise in the Contract Documents, Contractor shall provide a site office staffed by a resident project manager or job superintendent.

7. OWNER'S ADMINISTRATION OF WORK

- 7.01 Owner's Representative(s)
- A. Owner's Representative(s) will have limited authority to act on behalf of Owner as set forth in the Contract Documents.
 - B. Except as otherwise provided in these Contract Documents or subsequently identified in writing by Owner, Owner will issue all communications to Contractor through Owner's Representative, and Contractor shall issue all communications to Owner through Owner's Representative in a written document delivered to Owner.
 - C. Should any direct communications between Contractor and Owner's consultants, architects or engineers not identified in Article 2 of Document 00 5200

(Agreement) occur during field visits or by telephone, Contractor shall immediately confirm them in a written document copied to Owner.

7.02 Owner's Observation Of The Work

- A. Work shall be performed under Owner's general observation and administration. Contractor shall comply with Owner's directions and instructions in accordance with the terms of Contract Documents, but nothing contained in these General Conditions shall be taken to relieve Contractor of any obligations or liabilities under the Contract Documents, the California Building Code, or applicable law. Owner's failure to review or, upon review, failure to object to any aspect of Work reviewed, shall not be deemed a waiver or approval of any non-conforming aspect of Work.
- B. Subject to those rights specifically reserved in the Contract Documents, Owner will not supervise, or direct, or have control over, or be responsible for, Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or Contractor's failure to comply with laws and regulations applicable to the furnishing or performance of Work. Owner will not be responsible for Contractor's failure to perform or furnish the Work in accordance with Contract Documents.

7.03 Architect/Engineer's Observation Of Work

- A. Owner may engage an Architect/Engineer, an independent consultant or Project Manager (collectively for purposes of this Paragraph, "Project Manager/Architect") to assist in administering the Work. If so engaged, Project Manager/Architect will advise and consult with Owner, but will have authority to act on behalf of Owner only to extent provided in the Contract Documents or as set forth in writing by Owner. Project Manager/Architect will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with Work. Project Manager/Architect will not be responsible for or have control over the acts or omissions of Contractor, Subcontractors or their agents or employees, or any other persons performing Work.
- B. Project Manager/Architect may review Contractor's Submittals, such as Shop Drawings, Product Data, and Samples, but only for conformance with design concept of Work and with information given in the Contract Documents.
- C. Project Manager/Architect may visit the Site at intervals appropriate to stage of construction to become familiar generally with the progress and quality of Work and to determine in general if Work is proceeding in accordance with Contract Documents. Based on its observations, Project Manager/Architect may recommend to Owner that it disapproves or rejects Work that Project Manager/Architect believes to be Defective or will not produce a complete Project that conforms to Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by Contract Documents. Owner will also have authority to require special inspection or testing of Work, whether or not the Work is fabricated, installed or completed.
- D. Project Manager/Architect may conduct inspections to recommend to Owner the dates that Contractor has achieved Substantial Completion and Final

Acceptance, and will receive and forward to Owner for review written warranties and related documents required by Contract Documents.

- 7.04 Owner's And Architect/Engineer's Exercise Of Contract Responsibilities. Owner, Project Manager, Architect/Engineer and all Owner's representatives, in performing their duties and responsibilities under the Contract Documents, accept no duties, responsibilities or duty of care, nor may the same be implied or inferred, towards Contractor, any Subcontractor, sub-Subcontractor or supplier, except those set forth expressly in the Contract Documents.
- 7.05 Owner's Right Of Access To The Work. During performance of Work, Owner and its agents, consultants, and employees may at any time enter upon Work, shops or studios where any part of the Work may be in preparation, or factories where any materials for use in Work are being or are to be manufactured, and Contractor shall provide proper and safe facilities for this purpose, and shall make arrangements with manufacturers to facilitate inspection of their processes and products to such extent as Owner's interests may require. Other contractors performing work for Owner may also enter upon Work for all purposes required by their respective contracts. Subject to the rights reserved in the Contract Documents, Contractor shall have sole care, custody, and control of the Site and its Work areas.
- 7.06 Owner's Right Of Separate Construction
- A. Owner may perform with its own forces, construction or operations related to the Project, or the Site, during Contractor's operations. Owner may also award separate contracts in connection with other portions of the Project or other construction or operations, on the Site, or areas contiguous to the Site, under conditions similar to these Contract Documents, or may have utility Owners perform other work.
 - B. Contractor shall adjust its schedule and fully coordinate with and shall afford all other contractors, utility districts, and Owner (if Owner is performing work with its own forces), proper and safe access to the Site, and reasonable opportunity for the installation and storage of their materials. Contractor shall ensure that the execution of its Work properly connects and coordinates with others' work, do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work, and shall cooperate with them to facilitate the progress of the Work.
 - C. To the extent that any part of Contractor's Work is required to interface with work performed or installed by other contractors or utility owners, Contractor shall inspect and measure the in-place work. Contractor shall promptly report to Owner in writing any defect in in-place work that will impede or increase the cost of Contractor's interface unless corrected.

8. CONTRACTOR'S PROSECUTION AND PROGRESS OF THE WORK

8.01 Contractor To Supervise The Work

- A. Subject to those rights specifically reserved in the Contract Documents, Contractor shall supervise, direct, have control over, and be responsible for, Contractor's means, methods, techniques, sequences or procedures of construction, safety precautions and programs incident thereto, and compliance with laws and regulations applicable to the furnishing or performance of Work.

- B. Contractor shall keep on the Site at all times during Work progress a competent resident Superintendent, who shall not be replaced without Owner's express written consent. The Superintendent shall be Contractor's representative at the Site and shall have complete authority to act on behalf of Contractor. All communications to and from the Superintendent shall be as binding as if given to or by Contractor.
- C. Contractor shall supervise, inspect, and direct Work competently and efficiently, devoting the attention and applying such personal skills and expertise as may be required and necessary to perform Work in accordance with Contract Documents. Contractor shall be solely responsible for and have control and charge of construction means, methods, techniques, sequences and procedures, safety precautions and programs in connection with the Work. Contractor shall be responsible to see that the completed Work complies accurately with Contract Documents.
- D. Contractor is fully responsible for Contractor's own acts and omissions. Contractor is responsible for all acts and omissions of its Subcontractors, suppliers, and other persons and organizations performing or furnishing any of the Work, labor, materials, or equipment under a direct or indirect contract with Contractor.
- E. Contractor shall conduct monthly Contractor Safety Committee meetings, and weekly toolbox safety talks.

8.02 Contractor To Maintain Cost Data

- A. Contractor shall maintain full and correct information as to the number of workers employed in connection with each subdivision of Work, the classification and rate of pay of each worker in form of certified payrolls, the cost to Contractor of each class of materials, tools and appliances used by Contractor in Work, and the amount of each class of materials used in each subdivision of Work. Contractor shall provide Owner with monthly summaries of this information. If Contractor maintains or is capable of generating summaries or reports comparing actual Project costs with Bid estimates or budgets, Contractor shall provide Owner with a copy of such report upon Owner's request.
- B. Contractor shall maintain daily job reports recording all significant activity on the job, including the number of workers on Site, Work activities, problems encountered and delays. Contractor shall provide Owner with copies for each Day Contractor works on the Project, to be delivered to Owner either the same Day or the following morning before starting work at the Site. Contractor shall take pre-construction and monthly progress photographs of all areas of the Work. Contractor shall maintain copies of all correspondence with Subcontractors and records of meetings with Subcontractors.
- C. Owner shall have the right to audit and copy Contractor's books and records of any type, nature or description relating to the Project (including but not limited to financial records reflecting in any way costs claimed on the Project), and to inspect the Site, including Contractor's trailer, or other job Site office, and this requirement shall be contained in the subcontracts of Subcontractors working on Site. By way of example, Owner shall have the right to inspect and obtain copies of all Contract Documents, planning and design documents, Bid proposal and negotiation documents, cost records and job cost variance reports, design

modification proposals, value engineering or other cost reduction proposals, revisions made to the original design, job progress reports, photographs, and as-built drawings maintained by Contractor. Owner and any other applicable governmental entity shall have the right to inspect all information and documents maintained hereunder at any time during the Project and for a period of five years following Final Completion, in accordance with the provisions of Section 8546.7 of the California Government Code. This right of inspection shall not relieve Contractor of its duties and obligations under the Contract Documents. This right of inspection shall be specifically enforceable in a court of law, either independently or in conjunction with enforcement of any other rights in the Contract Documents.

8.03 Contractor To Supply Sufficient Workers And Materials

- A. Unless otherwise required by Owner under the terms of Contract Documents, Contractor shall at all times keep on the Site materials and employ qualified workers sufficient to prosecute Work at a rate and in a sequence and manner necessary to complete Work within the Contract Time. This obligation shall remain in full force and effect notwithstanding disputes or claims of any type.
- B. At any time during progress of Work should Contractor directly or indirectly (through Subcontractors) refuse, neglect, or be unable to supply sufficient materials or employ qualified workers to prosecute the Work as required, then Owner may require Contractor by written notice to accelerate the Work and/or furnish additional qualified workers or materials as Owner may consider necessary, at no cost to Owner. If Contractor does not comply with the notice within three Business Days of date of service thereof, Owner shall have the right (but not a duty) to provide materials and qualified workers to finish the Work or any affected portion of Work, as Owner may elect. Owner may, at its discretion, exclude Contractor from the Site, or portions of the Site or separate work elements during the time period that Owner exercises this right. Owner will deduct from monies due or which may thereafter become due under the Contract Documents, the sums necessary to meet expenses thereby incurred and paid to persons supplying materials and doing Work. Owner will deduct from funds or appropriations set aside for purposes of Contract Documents the amount of such payments and charge them to Contractor as if paid to Contractor. Contractor shall remain liable for resulting delay, including liquidated damages and indemnification of Owner from claims of others.
- C. Exercise by Owner of the rights conferred upon Owner in this subparagraph is entirely discretionary on the part of Owner. Owner shall have no duty or obligation to exercise the rights referred to in this subparagraph and its failure to exercise such rights shall not be deemed an approval of existing Work progress or a waiver or limitation of Owner's right to exercise such rights in other concurrent or future similar circumstances. (The rights conferred upon Owner under this subparagraph are, like all other such rights, cumulative to Owner's other rights under any provision of the Contract Documents.)

8.04 Contractor To Maintain Project Record Documents

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Contract Modifications, Change Orders, Work Directives, Force Account orders, and written interpretations and clarifications in good order and annotated to show all as-built changes made

during construction. These Project Record Documents, together with all approved Samples and a counterpart of all approved Shop Drawings, shall be maintained and available to Owner for reference. Upon completion of the Work, Contractor shall deliver to Owner, the Project Record Documents, Samples and Shop Drawings and as-built drawings.

- B. Throughout Contractor's performance of the Work of the Project, Contractor shall maintain construction records to include: shop drawings; product data/material data sheets; samples; submittal; purchases; materials; equipment; inspections; applicable handbooks; applicable codes and standards; maintenance and operating manuals and instructions; RFI Log; Submittal Log; other related documents and revisions which arise out of the Construction Contracts. Contractor shall maintain records of principal building layout lines, elevations for the bottom of footings, floor levels, and key site elevations (certified by a qualified surveyor or professional engineer). Contractor shall make all records available to Owner. At the completion of the Project, Contractor shall deliver all such records to the Owner to have a complete set of record as-built drawings.

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

8.06 Contractor To Provide Temporary Facilities And Controls. Unless expressly provided otherwise in the Contract Documents, Contractor shall provide all temporary utilities (including without limitation electricity, water, natural gas), lighting, heating, cooling and ventilating devices, telephone, sanitary facilities, barriers, fences and enclosures, tree and plant protection, fire protection, pollution, erosion, Storm Water Pollution Prevention controls, noise and traffic control, and any other necessary services required for construction, testing or completion of the Work.

9. WARRANTY, GUARANTY, AND INSPECTION OF WORK

9.01 Warranty And Guaranty

- A. General Representations and Warranties: Contractor represents and warrants that it is and will be at all times fully qualified and capable of performing every Phase of the Work and to complete Work in accordance with the terms of Contract Documents. Contractor warrants that all construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices and all requirements of Contract Documents. Contractor warrants that Work, including but not limited to each item of materials and equipment incorporated therein, shall be new, of suitable grade of its respective kind for its intended use, and free from defects in design, engineering, materials, construction and workmanship. Contractor warrants that Work shall conform in all respects with all applicable requirements of federal, state and local laws, applicable construction codes and standards, licenses, and permits, Drawings and Specifications and all descriptions set forth therein, and all other requirements of Contract Documents. Contractor shall not be responsible, however, for the negligence of others in the specification of specific equipment,

materials, design parameters and means or methods of construction where that is specifically shown and expressly required by Contract Documents.

- B. Extended Guarantees: Any guarantee exceeding one year provided by the supplier or manufacturer of any equipment or materials used in the Project shall be extended for such term. Contractor expressly agrees to act as co-guarantor of such equipment and materials and shall supply Owner with all warranty and guarantee documents relative to equipment and materials incorporated in the Project and guaranteed by their suppliers or manufacturers.
- C. Environmental and Toxics Warranty: The covenants, warranties and representations contained in this Paragraph are effective continuously during Contractor's Work on the Project and following cessation of labor for any reason including, but not limited to, Project completion. Contractor covenants, warrants and represents to Owner that:
 - 1. To Contractor's knowledge after due inquiry, no lead or Asbestos-containing materials were installed or discovered in the Project at any time during Contractor's construction thereof. If any lead or Asbestos-containing materials were discovered, Contractor made immediate written disclosure to Owner.
 - 2. To Contractor's knowledge after due inquiry, no electrical transformers, light fixtures with ballasts or other equipment containing PCBs are or were located on the Project at any time during Contractor's construction thereof.
 - 3. To Contractor's knowledge after due inquiry, no storage tanks for gasoline or any other toxic substance are or were located on the Project at any time during Contractor's construction thereof. If any such materials were discovered, Contractor made immediate written disclosure to Owner.
 - 4. Contractor's operations concerning the Project are and were not in violation of any applicable environmental federal, state, or local statute, law or regulation dealing with hazardous materials substances or toxic substances and no notice from any governmental body has been served upon Contractor claiming any violation of any such law, ordinance, code or regulation, or requiring or calling attention to the need for any Work, repairs, construction, alteration, or installation on or in connection with the Project in order to comply with any such laws, ordinances, codes, or regulations, with which Contractor has not complied. If there are any such notices with which Contractor has complied, Contractor shall provide Owner with copies thereof.

9.02 Inspection Of Work

- A. Work and materials, and manufacture and preparation of materials, from beginning of construction until Final Completion and acceptance of Work, shall be subject to inspection and rejection by Owner, its agents, representatives or independent contractors retained by Owner to perform inspection services, or governmental agencies with jurisdictional interests. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and program so that they may comply therewith as

applicable. Upon request or where specified, Owner shall be afforded access for inspection at the source of supply, manufacture or assembly of any item of material or equipment, with reasonable accommodations supplied for making such inspections.

- B. Contractor shall furnish, in such quantities and sizes as may be required for proper examination and tests, Samples or test specimens of all materials to be used or offered for use in connection with Work. Contractor shall prepare Samples or test specimens at its expense and furnish them to Owner. Contractor shall submit all Samples in ample time to enable Owner to make any necessary tests, examinations, or analyses before the time it is desired to incorporate the material into the Work.
- C. Contractor shall give Owner timely notice of readiness of Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- D. If applicable laws or regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, and furnish Owner with the required certificates of inspection, or approval. Owner will pay the cost of initial testing and Contractor shall pay all costs in connection with any follow-up or additional testing. Contractor shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for the acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.
- E. If Contractor covers any Work, or the work of others, prior to any required inspection, test or approval without written approval of Owner, Contractor shall uncover the Work at Owner's request. Contractor shall bear the expense of uncovering Work and replacing Work. In any case where Contractor covers Work contrary to Owner's request, Contractor shall uncover Work for Owner's observation or inspection at Owner's request. Contractor shall bear the cost of uncovering Work.
- F. Whenever required by Owner, Contractor shall furnish tools, labor and materials necessary to make examination of Work that may be completed or in progress, even to extent of uncovering or taking down portions of finished Work. Should Work be found unsatisfactory, cost of making examination and of reconstruction shall be borne by Contractor. If Work is found to be satisfactory, Owner, in manner herein prescribed for paying for alterations, Modifications, and extra Work, except as otherwise herein specified, will pay for examination.
- G. Inspection of the Work by or on behalf of Owner, or Owner's failure to do so, shall not under any circumstances be deemed a waiver or approval of any non-conforming aspect of the Work. Contractor shall have an absolute duty, in the absence of a written Change Order signed by Owner, to perform Work in conformance with the Contract Documents and to immediately correct Defective Work immediately upon Contractor's knowledge.

- H. Any inspection, evaluation, or test performed by or on behalf of Owner relating to the Work is solely for the benefit of Owner, and shall not be relied upon by Contractor. Contractor shall not be relieved of the obligation to perform Work in accordance with the Contract Documents, nor relieved of any guaranty, warranty, or other obligation, as a result of any inspections, evaluations, or tests performed by Owner, whether or not such inspections, evaluations, or tests are permitted or required under the Contract Documents. Contractor shall be solely responsible for testing and inspecting Work already performed to determine whether such Work is in proper condition to receive later Work.

9.03 Correction Of Defective Work

- A. Owner may direct Contractor to correct any Defective Work or remove it from the Site and replace it with Work that is not Defective and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting from the correction or removal. Contractor shall be responsible for any and all claims, costs, losses and damages caused by or resulting from such correction or removal. A Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, Owner may decide the proper amount or, in its discretion may elect to leave the Contract Sum unchanged and deduct from monies due Contractor, all such claims, costs, losses and damages caused by or resulting from the correction or removal. If Contractor disagrees with Owner's calculations, it may make a claim as provided in Document 00 7200. Owner's rights under this Paragraph shall be in addition to any other rights it may have under the Contract Documents or by law.
- B. If Contractor fails to supply sufficient skilled workers, suitable materials or equipment, or to furnish or perform the Work in such a way that the completed Work will conform to Contract Documents, Owner may order Contractor to replace any such Defective Work, or stop any portion of Work to permit Owner (at Contractor's expense) to replace such Defective Work. These Owner rights are entirely discretionary on the part of Owner, and shall not give rise to any duty on the part of Owner to exercise the rights for the benefit of Contractor or any other party.

9.04 Acceptance And Correction Of Defective Work By Owner

- A. Owner may in its sole discretion elect to accept Defective Work. Contractor shall pay all claims, costs, losses and damages attributable to Owner's evaluation of and determination to accept such Defective Work. If Owner accepts any Defective Work prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, Owner may deduct from monies due Contractor, all claims, costs, losses, damages, expenses and liabilities attributable to the Defective Work. If Contractor disagrees with Owner's calculations, Contractor may make a claim as provided in Document 00 7383, "Claims and Dispute Resolution". If Owner accepts any Defective Work after final payment, Contractor shall pay to Owner, an appropriate amount as determined by Owner.

- B. Owner may correct and remedy deficiency if, after five Days' written notice to Contractor, Contractor fails to correct Defective Work or to remove and replace rejected Work; or provide a plan for correction of Defective Work acceptable to Owner; or perform Work in accordance with Contract Documents. In connection with such corrective and remedial action, Owner may exclude Contractor from all or part of the Site; take possession of all or part of Work and suspend Contractor's Work related thereto; take possession of all or part of Contractor's tools, appliances, construction equipment and machinery at the Site; and incorporate in Work any materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, its representatives, agents, employees, and other contractors and Project Manager/Architect's consultants' access to the Site to enable Owner to exercise the rights and remedies under this Paragraph. Contractor shall be responsible for all claims, costs, losses, damages, expenses and liabilities incurred or sustained by Owner in exercising such rights and remedies. A Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, Owner may deduct from moneys due Contractor, all claims, costs, losses and damages caused by or resulting from the correction or removal. If Contractor disagrees with Owner's calculations, Contractor may make a claim as provided in Document 00 7383, "Claims and Dispute Resolution".

9.05 Rights Upon Inspection, Correction Or Acceptance

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

9.06 Proof Of Compliance Of Contract Provisions

- A. In order that Owner may determine whether Contractor has complied or is complying with requirements of Contract Documents not readily enforceable through inspection and tests of Work and materials, Contractor shall at any time, when requested, submit to Owner properly authenticated documents or other satisfactory proofs of compliance with all applicable requirements.
- B. Before commencing any portion of Work, Contractor shall inform Owner in writing as to time and place at which Contractor wishes to commence Work, and nature of Work to be done, in order that proper provision for inspection of Work may

occur, and to assure measurements necessary for record and payment. Information shall be given to Owner a reasonable time in advance of time at which Contractor proposes to begin Work, so that Owner may complete necessary preliminary work without inconvenience or delay to Contractor.

9.07 Correction Period And Project Warranty Period

- A. If within one year after the date of Final Acceptance, or such longer period of time as may be prescribed by laws, regulations or by the terms of Contract Documents or any extended warranty or guaranty, any Work (completed or incomplete) is found to be Defective, Contractor shall promptly without cost to Owner and in accordance with Owner's written instructions, correct such Defective Work. Contractor shall remove any Defective Work rejected by Owner and replace it with Work that is not Defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the Defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, Owner shall have all rights and remedies granted by law.
- B. In special circumstances where a part of the Work is occupied or a particular item of equipment is placed in continuous service before Final Acceptance of all the Work, the correction period for that part of Work or that item may start to run from an earlier date if so provided by Change Order.
- C. Where Defective Work or rejected Work (and damage to other Work resulting therefrom) has been corrected, removed, or replaced under this provision after the commencement of the correction period, the correction period hereunder with respect to such Work shall be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

9.08 No Waiver

- A. Neither recordation of Final Acceptance nor final certificate for payment nor provision of the Contract nor partial or entire use or occupancy of premises by Owner shall constitute acceptance of Work not done in accordance with Contract Documents nor relieve Contractor of liability in respect to express warranties or responsibility for faulty materials or workmanship.
- B. If, after installation, operation, or use of materials or equipment to be provided under Contract proves to be unsatisfactory to Owner, Owner shall have right to operate and use materials or equipment until said materials and equipment can, without damage to Owner, be taken out of service for correction or replacement. Period of use of Defective materials or equipment pending correction or replacement shall in no way decrease guarantee period required for acceptable corrected or replaced items of materials or equipment.
- C. Nothing in the Contract Documents shall be construed to limit, relieve, or release Contractor's, Subcontractors', and equipment suppliers' liability to Owner for damages sustained as result of latent defects in materials or equipment caused by negligence of Contractor, its agents, suppliers, employees, or Subcontractors.

10. MODIFICATIONS OF CONTRACT DOCUMENTS

10.01 Owner's Right To Direct Changed Work

- A. Owner may, without notice to the sureties and without invalidating the Contract, make changes in the Work ("Changed Work"), including without limitation: alterations, deviations, additions to, or deletions from Contract Documents; increase or decrease the quantity of any item or portion of the Work; expand, reduce or otherwise change the Contract Time; delete any item or portion of the Work; and require extra Work. Contractor shall perform such Work under applicable provisions of the Contract Documents, unless specifically provided otherwise at the time the change is ordered. In the case of any ordered extra Work, Owner reserves the right to furnish all or portions of associated labor, material, and equipment, which Contractor shall accept and use without payment for costs, markup, profit, or otherwise for such Owner-furnished labor, materials, and equipment.
- B. If Changed Work is of such a nature as to increase or decrease the time or cost of any part of Work, the Contract Sum shall be increased or decreased by an amount that the Contractor and Owner may agree upon as reasonable and proper allowance for increase or decrease in cost of Work using the cost guidelines set forth in this Article, and absent such agreement, then as Owner may direct (with Contractor retaining its rights under Article 12 herein).

10.02 Required Documentation For Changed Work

- A. Changes affecting the Contract Time or Contract Sum of the Work shall be set forth in a written Change Order or Change Directive that shall specify:
 - 1. The Work performed in connection with the change to be made;
 - 2. The amount of the adjustment of the Contract Sum, if any, and the basis for compensation for the Work ordered; and
 - 3. The extent of the adjustment in the Contract Time, if any.
- B. A Change Order or Change Directive will become effective when signed by Owner, notwithstanding that Contractor has not signed it. A Change Order will become effective without Contractor's signature, provided Owner indicates same thereon (by indicating it as a "unilateral change order").
- C. All changes in any plans and specifications approved by any authority with jurisdiction may also require addenda or change orders approved by that authority.
- D. Where Owner requests, a performance bond rider covering the changed Work must be executed and delivered to Owner before proceeding with the changed Work or shortly in time thereafter.

10.03 Procedures And Pricing Of Changed Work. Procedures for changed work and pricing of changed work, claims and all forms of extra compensation, are set forth in Section 01 2600 (Modification Procedures). The Parties shall use the Change Order Form at Document 00 6363 to document all changes.

11. TIME ALLOWANCES

11.01 Time Allowances. Time is of the essence. Contract Time may only be changed by Change Order, and all time limits stated in the Contract Documents are to mean that time is of the essence.

11.02 Excusable Delay And Inexcusable Delay Defined

A. Excusable Delay. Subject to the provisions on Notice of Delay below, Contract Time may be adjusted in an amount equal to the time lost due to:

1. Changes in the Work ordered by Owner ("**Changes**");
2. Acts or neglect by Owner, Architect, any Owner Representative, utility owners or other contractors performing other work, not permitted or provided for in the Contract Documents, provided that Contractor has performed its responsibilities under the Contract Documents (including but not limited to pre-bid investigations) ("**Acts or Neglect**"); or
3. Fires, floods, epidemics, abnormal weather conditions beyond the parameters otherwise set forth in this Article, earthquakes, civil or labor disturbances, or acts of God (together, "force majeure events"), provided damages resulting therefrom are not the result of Contractor's failure to protect the Work as required by Contract Documents ("**Force Majeure**"). Force Majeure does not include ongoing impacts related to COVID-19 or any orders issued by governmental agencies related to COVID-19.

B. Inexcusable Delay. Contract Time shall not be extended for any period of time where Contractor (and/or any Subcontractor) is delayed or prevented from completing any part of the Work due to a cause that is within Contractor's risk or responsibility under the Contract Documents. Delays attributable to or within the control of a Subcontractor, or its subcontractors, or supplier, are deemed delays within the control of Contractor.

C. Float. Float shall be treated as a Project resource. Contractor shall not be entitled to a time extension for impacts that consume float, but do not impact the critical path.

11.03 Notice Of Delay

A. Within seven Days of the beginning of any delay (excepting adverse weather delays), Contractor shall notify Owner in writing, by submitting a notice of delay that shall describe the anticipated delays resulting from the delay event in question. If Contractor requests an extension of time, Contractor shall submit a Time Impact Analysis (TIE) within ten days of the notice of delay. Owner will review and respond to all time extension requests within a reasonable time. No claim for an adjustment in the Contract Time will be valid and such claim will be waived if not submitted in accordance with the requirements of this subparagraph. In cases of substantial compliance with the seven-day notice requirement here (but not to exceed twenty-one days from the beginning of the delay event), Owner may in its sole discretion recognize a claim for delay accompanied with the proper TIE, provided Contractor also shows good faith and a manifest lack of prejudice to Owner from the late notice.

11.04 Compensable Time Extensions

- A. Subject to other applicable provisions of the Contract Documents, Contractor may be entitled to adjustment in Contract Sum in addition to Contract Time for:
 - 1. Excusable delay caused solely by Changes in the Work ordered by Owner, as provided above, and/or
 - 2. Excusable delay caused solely by Acts or Neglect by Owner or other person, as provided above in Section 11.02.A.2.

11.05 Non-Compensable Time Extensions

- A. Subject to other applicable provisions of the Contract Documents, Contractor may be entitled to adjustment in Contract Time only, without adjustment in Contract Sum, for
 - 1. Periods of excusable delay caused solely by weather or Force Majeure events as provided above in this Article, or;
 - 2. Periods of concurrent delay, where delay results from two or more causes, one of which is compensable (resulting from Changes or Acts or Neglect as set forth above in this Article), and the other of which is non-compensable or unexcusable, such as: acts or neglect of Contractor, Subcontractors or others for whom Contractor is responsible; other acts, omissions and conditions which would not entitle Contractor to adjustment in Contract Time; adverse weather; and/or actions of Force Majeure as provided above in this Article.

11.06 Adverse Weather

- A. Adverse weather delays may be allowed only if the number of workdays of adverse weather exceeds the parameters listed or referenced immediately below in this subparagraph and Contractor proves that adverse weather actually caused delays to work on the critical path. Contractor shall give written notice of intent to claim an adverse weather day within one Day of the adverse weather day occurring.
- B. Claims for extension of time for rain delay will not be granted unless the number of days work is prevented by rain exceeds 110% of the average number of rain days expected for the period of the Contract Time, based on the records of the National Oceanic & Atmospheric Administration (NOAA) weather station closest to the Project Site, as measured and reported by NOAA. (For example, for California, Oregon and Washington, these figures are contained in the ">=0.10 inch" column at the applicable weather station's "General Climate Summary Table" for "Precipitation" at <http://www.wrcc.dri.edu/Climsum.html>), pro-rated in the individual month Contractor starts and finishes Work. Delays due to adverse weather conditions will not be allowed for weather conditions that fall within these parameters.
- C. In order to qualify as an adverse weather delay with respect to the foregoing parameters, (i.) daily rainfall must exceed .1 inch, and/or (ii.) daily snowfall must exceed 1.0 inch or more, at the NOAA station located closest to the Project site, as measured and reported by NOAA. Notwithstanding these allowances,

Contractor shall at all times employ all available mitigation measures to enable Work to continue, Contractor shall take reasonable steps to mitigate potential weather delays, such as dewatering the Site, lime treatment, and covering Work and material that could be affected adversely by weather. Failure to do so shall be cause for Owner to not grant a time extension due to adverse weather, where Contractor could have avoided or mitigated the potential delay by exercising reasonable care.

- D. Contractor shall include the foregoing precipitation parameters as a monthly activity in its progress schedule. As Work on the critical path is affected by precipitation, Contractor shall notify Owner and request that the days be moved to the affected activities. Any adverse weather days remaining shall be considered Project float available to either Owner or Contractor.
- E. Adverse weather delay for precipitation shall be recognized for the actual period of time Contractor proves it was delayed by precipitation exceeding the specified parameters. For example, and not by way of limitation, if precipitation exceeding the specified parameters does not in fact delay Contractor's progress on the critical path, then no time extension shall be recognized; and conversely, if Contractor proves to Owner's satisfaction that precipitation exceeding the specified parameters causes delay to Contractor for a period longer than the number of precipitation days incurred (e.g., if it rains or snows during grading work), then Contractor shall be entitled to a time extension equal to the actual period of such delay.
- F. During unfavorable weather, wet ground, or other unsuitable construction conditions, Contractor shall employ best practices to protect the Work, manage the construction site and rainwater during inclement weather. Persons performing the Work shall examine surfaces to receive their Work and shall report in writing to Contractor, with copy to Owner representative and the Architect conditions detrimental to the Work. Failure to examine and report discrepancies makes the Contractor responsible, at no increase in Contract Sum, for corrections Owner may require. Commencement of Work constitutes acceptance of surface.

11.07 Liquidated Damages

- A. Time is of the essence. Execution of Contract Documents by Contractor shall constitute its acknowledgement that (i.) the Work can be completed within the Contract Time for the Contract Sum, and, (ii.) Owner will actually sustain damages in the form of Contract administration expenses (such as Project management and consultant expenses) in the amount fixed in the Contract Documents for each and every Day during which completion of Work required is delayed beyond expiration of time fixed for completion plus extensions of time allowed pursuant to provisions hereof.
- B. Contractor and Owner agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of such actual damages incurred by Owner because of a delay in completion of all or any part of the Work. Contractor and Owner agree that specified measures of liquidated damages shall be presumed to be the amount of such damages actually sustained by Owner, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.

- C. To the extent allowed under California law, liquidated damages for delay shall cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by Owner as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from Owner (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof. Owner may deduct from any money due or to become due to Contractor subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then-accrued liquidated damages.

12. CLAIMS BY CONTRACTOR

- 12.01 Obligation to File Claims for Disputed Work. Should it appear to Contractor that the Work to be performed or any of the matters relative to the Contract Documents are not satisfactorily detailed or explained therein, or should any questions arise as to the meaning or intent of the Contract Documents, or should any dispute arise regarding the true value of any work performed, work omitted, extra work that the Contractor may be required to perform, time extensions, payment to the Contractor during performance of this Contract, performance of the Contract, and/or compliance with Contract procedures, or should Contractor otherwise seek extra time or compensation FOR ANY REASON WHATSOEVER, then Contractor shall first follow procedures set forth in the Contract (including but not limited to other Articles of this Document 00 7200 and Section 01 2600.) If a dispute remains, then Contractor shall give written notice to Owner that expressly invokes this Article 12 and shall proceed with a claim as provided in Document 00 7383, "Claims and Dispute Resolution".
- 12.02 Form And Contents Of Claim. Contractor's written claim shall comply with the requirements of Document 00 7383, "Claims and Dispute Resolution".
- 12.03 Compliance. Failure to submit and administer claims as required in Article 12 and Document 00 7383, "Claims and Dispute Resolution" shall waive Contractor's right to claim on any specific issues not included in a timely submitted claim. Claim(s) or issue(s) not raised in a timely protest and timely claim submitted under this Article 12 may not be asserted in any subsequent litigation, Government Code Claim, or legal action. Owner shall not be deemed to waive any provision under this Article 12, if at Owner's sole discretion, a claim is administered in a manner not in accord with this Article 12. Waivers or modifications of this Article 12 may only be made a signed change order approved as to form by legal counsel for both Owner and Contractor; oral or implied modifications shall be ineffective.

13. UNDERGROUND CONDITIONS

- 13.01 Contractor To Locate Underground Facilities
- A. During construction, Contractor shall comply with Government Code Sections 4216 to 4216.9, and in particular Section 4216.2 which provides, in part: "[e]xcept in an emergency, every person planning to conduct any excavation shall contact the appropriate regional notification center at least two working days, but no more than 14 calendar days, prior to commencing that excavation, if the excavation will be conducted in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the excavator, and, if practical, the excavator shall

delineate with white paint or other suitable markings the area to be excavated. The regional notification center shall provide an inquiry identification number to the person who contacts the center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation.”

- B. Contractor shall contact USA (underground service alerts), and schedule the Work to allow ample time for the center to notify its members and, if necessary, for any member to field locate and mark its facilities. Contractor is charged with knowledge of all subsurface conditions reflected in USA records. Prior to commencing excavation or trenching work, Contractor shall provide Owner with copies of all USA records secured by Contractor. Contractor shall advise Owner of any conflict between information provided to Contractor by Owner, the Drawings, and information provided by USA records. Contractor’s excavation shall be subject to and comply with the Contract Documents.
- C. Contractor shall also investigate the existence of existing service laterals, appurtenances or other types of utilities, indicated by the presence of an underground transmission main or other visible facilities, such as buildings, new asphalt, meters and junction boxes, on or adjacent to the Site, even if not shown or indicated in information provided by Owner to Contractor, the Drawings or information provided by USA records. Contractor shall immediately secure all such available information and notify Owner and the utility owner, in writing, of its discovery.

13.02 Contractor To Protect Underground Facilities

- A. At all times during construction, all operating Underground Facilities shall remain in operation, unless the Contract Documents expressly indicate otherwise. Contractor shall maintain such Underground Facilities in service where appropriate; shall repair any damage to them caused by the Work; and shall incorporate them into the Work, including reasonable adjustments to the design location (including minor relocations) of the existing or new installations. Contractor shall take immediate action to restore any in service installations damaged by Contractor’s operations.
- B. Prior to performing Work at the Site, Contractor shall lay out the locations of Underground Facilities that are to remain in service and other significant known underground installations indicated by the Underground Facilities Data. Contractor shall further locate, by carefully excavating with small equipment, potholing and principally by hand, all such utilities or installations that are to remain and that are subject to damage. If additional utilities whose locations are unknown are discovered, Contractor shall immediately report to Owner for disposition of the same. Additional compensation or extension of time on account of utilities not shown or otherwise brought to Contractor’s attention, including reasonable action taken to protect or repair damage, shall be determined as provided in this Document 00 7200.
- C. If during construction, an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated in the materials supplied by Owner for bidding or in information on file at USA or otherwise reasonably available to Contractor, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby (and in no event later than seven Days), and prior to performing any Work in connection therewith (except in an emergency), identify the owner of such Underground Facility and

give written notice to that owner and to Owner. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

- D. The cost of all of the following is included in the Contract Sum and Contractor has full responsibility for: (a) reviewing and checking all available information and data including, but not limited to, information made available for bidding and information on file at USA; (b) locating all Underground Facilities shown or indicated in the Contract Documents, available information, or indicated by visual observation including, but not limited to, and by way of example only, engaging qualified locating services and all necessary backhoeing and potholing; (c) coordination of the Work with the owners of such Underground Facilities during construction; and (d) the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.
- E. Consistent with California Government Code §4215, as between Owner and Contractor, Owner will be responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site only if such utilities are not identified in the Contract Documents or information made available for bidding. Owner will compensate for the cost of locating and repairing damage not due to Contractor's failure to exercise reasonable care, removing and relocating such main or trunk line utility facilities not indicated in the Contract Documents or information made available for bidding with reasonable accuracy, and equipment on the Project necessarily idled during such Work. Contractor shall not be assessed liquidated damages for delay in completion of the Project, when such delay was caused by the failure of Owner or the utility to provide for removal or relocation of such utility facilities.

13.03 Concealed Or Unknown Conditions

- A. If either of the following conditions is encountered at Site when digging trenches or other excavations that extend deeper than four feet below the surface, Contractor shall give a written Notice of Differing Site Conditions to Owner promptly before conditions are disturbed, except in an emergency as set forth in this Document 00 7200, and in no event later than seven Days after first observance of:
 - 1. Subsurface or Latent physical conditions which differ materially from those indicated in the Contract Documents; or
 - 2. Unknown physical conditions of an unusual nature or which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.
- B. In response to Contractor's Notice of Differing Site Conditions under this Paragraph, Owner will investigate the identified conditions, and if they differ materially and cause increase or decrease in Contractor's cost of, or time required for, performance of any part of the Work, Owner will negotiate the appropriate change order following the procedures set forth in the Contract Documents. If Owner determines that physical conditions at the Site are not Latent or are not materially different from those indicated in Contract Documents or that no change in terms of the Contract Documents is justified, Owner will so notify Contractor in writing, stating reasons (with Contractor retaining its rights under Article 12 of this Document 00 7200.)

- C. Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed Latent or materially different Site conditions (whether above or below grade) if Contractor knew or should have known of the existence of such conditions at the time Contractor submitted its Bid, failed to give proper notice, or relied upon information, conclusions, opinions or deductions of the kind that the Contract Documents preclude reliance upon.
- D. Regarding Underground Facilities, Contractor shall be allowed an increase in the Contract Sum or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility that is owned and was built by Owner only where the Underground Facility:
1. Was not shown or indicated in the Contract Documents or in the information supplied for bidding purposes or in information on file at USA; and
 2. Contractor did not know of it; and
 3. Contractor could not reasonably have been expected to be aware of it or to have anticipated it from the information available. (For example, if surface conditions such as pavement repairs, valve covers, or other markings, indicate the presence of an Underground Facility, then an increase in the Contract Sum or an extension of the Contract Time will not be due, even if the Underground Facility was not indicated in the Contract Documents, in the information supplied to Contractor for bidding purposes, in information on file at USA, or otherwise reasonably available to Contractor.)
- E. Contractor shall bear the risk that Underground Facilities not owned or built by Owner may differ in nature or locations shown in information made available by Owner for bidding purposes, in information on file at USA, or otherwise reasonably available to Contractor. Underground Facilities are inherent in construction involving digging of trenches or other excavations on Owner's Project, and Contractor is to apply its skill and industry to verify the information available.
- F. Contractor's compensation for claimed Latent or materially different Site conditions shall be limited to the actual, reasonable, incremental increase in cost of that portion of the Work, resulting from the claimed Latent or materially different Site conditions. Such calculation shall take into account the estimated value of that portion of the Work and the actual value of that portion of the Work, using for guidance Contractor's or its subcontractor's bid amount and actual amounts incurred for that portion of the Work and the reasonable expectation (if any) of differing or difficult site conditions in the Work area based on the available records and locale of the Work. For example, if Contractor excavates in an area unexpected, then such costs would be recoverable entirely; while if Contractor extends an existing excavation, then such costs would be recoverable if the resulting excavation costs in that work area exceeded the reasonable expectations therefore.

13.04 Notice Of Hazardous Waste Or Materials Conditions

- A. Contractor shall give a written Notice of Hazardous Materials Condition to Owner promptly, before any of the following conditions are disturbed (except in an

emergency as set forth in this Document 00 7200), and in no event later than 24 hours after first observance of any:

1. Material that Contractor believes may be hazardous waste or hazardous material, as defined in Section 25117 of the Health and Safety Code (including, without limitation, Asbestos, lead, PCBs, petroleum and related hydrocarbons, and radioactive material) that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law ("hazardous material"); or
 2. Other material that may present an imminent substantial danger to persons or property exposed thereto in connection with Work at the Site ("other materials").
- B. Except as otherwise provided in the Contract Documents or as provided by applicable law, Contractor shall not be required to give any notice for the disturbance or observation of any such hazardous materials or other materials where such matter is disturbed or observed as part of the scope of Work under the Contract Documents (such as hazardous waste or hazardous material investigation, remediation or disposal activities which are identified as the subject of Work under the Contract Documents), where Contractor complies with all requirements in the Contract Documents and applicable law respecting such materials.
- C. Contractor's Notice of Hazardous Materials Condition shall indicate whether the hazardous materials or other materials were shown or indicated in the Contract Documents to be within the scope of Work, and whether the hazardous materials or other materials were brought to the Site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible.
- D. Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed hazardous waste or materials if:
1. Contractor knew of the existence of such hazardous materials or other materials at the time Contractor submitted its Bid; or
 2. Contractor should have known of the existence of such hazardous material or other materials as a result of its having the responsibility to obtain additional or supplementary examinations, investigation, explorations, tests, studies, and data concerning the conditions at or contiguous to the Site prior to submitting its Bid; or
 3. Contractor failed to give the written notice within the required timeframe set forth below.
- E. If Owner determines that conditions involve hazardous materials or other materials and that a change in Contract Document terms is justified, Owner will issue either a Request for Proposal or Construction Change Directive under the procedures described in the Contract Documents. If Owner determines that conditions do not involve hazardous materials or other materials or that no change in Contract Document terms is justified, Owner will notify Contractor in writing, stating the reasons for its determination.

- F. In addition to the parties' other rights under this Document 00 7200, if Contractor does not agree to resume Work based on a reasonable belief that it is unsafe, or does not agree to resume Work under special conditions, Owner may order the disputed portion of Work deleted from the Work, or performed by others, or Owner may invoke its right to terminate Contractor's right to proceed under the Contract Documents in whole or in part, for convenience or for cause as the facts may warrant.
- G. If Contractor does not agree with any Owner determination of any adjustment in the Contract Sum or Contract Time under this Article, Contractor may make a claim as provided in Article 12 of this Document 00 7200.

14. LEGAL AND MISCELLANEOUS

- 14.01 Laws And Regulations. Contractor shall keep fully informed of and shall comply with all laws, ordinances, regulations and orders of any properly constituted authority affecting the Contract Documents, Work and persons connected with Work, and shall protect and indemnify Owner and its officers, employees, consultants and agents against any claim or liability, including attorney's fees, arising from or based on violation of law, ordinance, regulation or order, whether by Contractor or by Subcontractors, employees or agents. Authorized persons may at any time enter upon any part of Work to ascertain compliance of all applicable laws, ordinances, regulations and orders.
- 14.02 Permits And Taxes. Contractor shall procure all permits and licenses applicable to the Work (including environmental matters to the extent applicable); pay all charges and fees, including fees for street opening permits; comply with, implement and acknowledge effectiveness of all permits; initiate and cooperate in securing all required notifications or approvals therefore; and give all notices necessary and incident to due and lawful prosecution of Work, unless otherwise provided herein. Owner will pay applicable building permits, sanitation and water fees for the completed construction, except as otherwise provided in the Contract Documents. Contractor shall pay all sales and/or use taxes levied on materials, supplies, or equipment purchased and used on or incorporated into Work, and all other taxes properly assessed against equipment or other property used in connection with Work, without any increase in the Contract Sum. Contractor shall make necessary arrangements with proper authorities having jurisdiction over roads, streets, pipelines, navigable waterways, railroads, and other works in advance of operations, even where Owner may have already obtained permits for the Work.
- 14.03 Communications And Information Distribution
 - A. All communications recognized under the Contract Documents shall be in writing, in the form of a serialized document, by type of communication. For example, RFI's shall be serialized beginning with RFI No. 1; payment applications shall be serialized beginning with Payment Application No. 1, submittals shall be serialized per specification section and transmitted with transmittal sheets beginning with Transmittal No. 1; and correspondence shall be serialized beginning with letter No. 1. Contractor may propose other record management and identification systems or protocols, intended to facilitate orderly transmittal of project information, storage and retrieval of such information, which Owner will review consistent with these stated objectives, and accept or reject in its sole discretion.
 - B. Documents Requiring Signatures. All documents requiring signatures for approval prior to implementing action, as stipulated in other portions of Contract

Documents, shall require a manually signed, serialized letter delivered to the other party at its address for notice otherwise specified in the Contract Documents, either personally or by mail.

- C. Electronic data transfer of such correspondence will serve to expedite preliminary concurrence of information, only. Receipt of "hard copy" signature on forms is required prior to implementing action or work as the conditions may require. For example, change orders and authorizations for extra cost, require signatures. A party may acknowledge receipt of PDF copies of required correspondence by e-mail, but in the absence of such acknowledgment, mail or personal delivery is required.
- D. All emails shall be copied to Owner's and Contractor's Project Representative. Owner reserves the right to preclude e-mail communication, in whole or in part, as Project needs may require. Communication between Owner and Contractor shall not be via Twitter, Facebook, or other types of instant text message systems. Any such communications shall be inadmissible for any purpose related to this Contract.

14.04 Suspension Of Work. Owner may, without cause, order Contractor in writing to suspend, delay or interrupt Work in whole or in part for such period of time as Owner may determine. An adjustment shall be made for increases in cost of performance of Work of the Contract Documents caused by any such suspension, delay or interruption, calculated using the measures set forth in Section 01 2600 (Modification Procedures). No adjustment shall be made to extent that performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible.

14.05 Termination Of Contract For Cause

- A. The Contractor shall be in default of the Contract Documents and Owner may terminate the Contractor's right to proceed under the Contract Documents, for cause, in whole or in part, should the Contractor commit a material breach of the Contract Documents and not cure such breach within ten (10) calendar days of the date of notice from Owner to the Contractor demanding such cure; or, if such breach is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for the Contractor to avail itself of a time period in excess of 10 calendar days, the Contractor must provide Owner within the ten (10) day period with a written plan acceptable to Owner that demonstrates actual resources, personnel and a schedule to promptly to cure said breach, and then diligently commence and continue such cure according to the written plan).
- B. In the event of termination by Owner for cause as provided herein, the Contractor shall deliver to Owner possession of the Work in its then condition, including but not limited to, all designs, engineering, Project records, cost data of all types, plans and specifications and contracts with vendors and subcontractors, all other documentation associated with the Project, and all construction supplies and aids dedicated solely to performing the Work which, in the normal course of construction, would be consumed or only have salvage value at the end of the construction period. The Contractor shall remain fully liable for the failure of any Work completed and materials and equipment provided through the date of such termination to comply with the provisions of the Contract Documents. The provisions of this Section shall not be interpreted to diminish any right which Owner may have to claim and recover damages for any breach of the Contract

Documents or otherwise, but rather, the Contractor shall compensate Owner for all loss, cost, damage, expense, and/or liability suffered by Owner as a result of such termination and/or failure to comply with the Contract Documents.

- C. In the event a termination for cause is later determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, and the Contractor shall have no greater rights than it would have had following a termination for convenience. Any Contractor claim arising out of a termination for cause shall be made in accord with Article 12 herein. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by the Contractor.

14.06 Termination Of Contract For Convenience

- A. Owner may terminate performance of the Work under the Contract Documents in accordance with this clause in whole, or from time to time in part, whenever Owner shall determine that termination is in Owner's best interest. Termination shall be effected by Owner delivering to the Contractor notice of termination specifying the extent to which performance of the Work under the Contract Documents is terminated, and the effective date of the termination.
- B. Contractor shall comply strictly with Owner's direction regarding the effective date of the termination, the extent of the termination, and shall stop work on the date and to the extent specified.
- C. Contractor shall be entitled to a total payment on account of the Contract work so terminated measured by (i.) the actual cost to Contractor of Work actually performed, up to the date of the termination, with profit and overhead limited to twelve percent (12%) of actual cost of work performed, up to but not exceeding the actual contract value of the work completed as measured by the Schedule of Values and Progress Schedule, (ii.) offset by payments made and other contract credits. In connection with any such calculation, however, Owner shall retain all rights under the Contract Documents, including but not limited to claims, indemnities, or setoffs.
- D. Under no circumstances may Contractor recover legal costs of any nature, nor may Contractor recover costs incurred after the date of the termination.

14.07 Contingent Assignment Of Subcontracts

- A. Contractor hereby assigns to Owner each Subcontract for a portion of the Work, provided that:
 - 1. The assignment is effective only after Owner's termination of Contractor's right to proceed under the Contract Documents (or portion thereof relating to that Subcontract) as set forth herein.
 - 2. The assignment is effective only for the Subcontracts which Owner expressly accepts by notifying the Subcontractor in writing;
 - 3. The assignment is subject to the prior rights, if any, of the Surety, obligated by Document 00 6113.13 (Construction Performance Bond) provided under the Contract Documents, where the Surety exercises its rights to complete the Contract;

4. After the effectiveness of an assignment, Contractor shall, at its sole cost and expense (except as otherwise provided in this Document 00 7200), sign all instruments and take all actions reasonably requested by Owner to evidence and confirm the effectiveness of the assignment in Owner; and
5. Nothing in this Paragraph shall modify or limit any of Contractor's obligations to Owner arising from acts or omissions occurring before the effectiveness of any Subcontract assignment, including but not limited to all defense, indemnity and hold-harmless obligations arising from or related to the assigned Subcontract.

14.08 Remedies And Contract Integration

- A. Subject to Contract Documents provisions regarding Contractor claims, claim review, and claim resolution, and subject to the limitations therein, the exclusive jurisdiction and venue for resolving all claims, counter claims, disputes and other matters in question between Owner and Contractor arising out of or relating to Contract Documents, any breach thereof or the Project shall be the applicable court of competent jurisdiction located in the State and County where the Project is located. All Owner remedies provided in the Contract Documents shall be taken and construed as cumulative and not exclusive; that is, in addition to each and every other remedy herein provided; and in all instances Owner shall have any and all other equitable and legal rights and remedies which it would have according to law.
- B. The Contract Documents, any Contract Modifications and Change Orders, shall represent the entire and integrated agreement between Owner and Contractor regarding the subject matters hereof and thereof and shall constitute the exclusive statement of the terms of the parties' agreement. The Contract Documents, and any Contract Modifications and Change Orders, shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of the Contract Documents or written Modifications. Owner and Contractor represent and agree that, except as otherwise expressly provided in the Contract Documents, they are entering into the Contract Documents and any subsequent written Modification in sole reliance upon the information set forth or referenced in the Contract Documents or Contract Modifications; the parties are not and will not rely on any other information, which shall be inadmissible in any proceeding to enforce these documents.
- C. Either party's waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of the Contract Documents at any time shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.
- D. Neither acceptance of the whole or any part of Work by Owner nor any verbal statements on behalf of Owner or its authorized agents or representatives shall operate as a waiver or modification of any provision of the Contract Documents, or of any power reserved to Owner herein nor any right to damages provided in the Contract Documents.

14.09 Interpretation

- A. Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).
- B. Contract Documents shall not be construed to create a contractual relationship of any kind between (1) Project Manager or any Owner's representative and Contractor; (2) Owner and/or its Representatives and a Subcontractor, sub-Subcontractor, or supplier of any Project labor, materials, or equipment; or (3) between any persons or entities other than Owner and Contractor.

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

14.011 Substitution For Patented And Specified Articles. Except as noted specifically in the instructions to Bidders or in Contract Documents, whenever in Specifications, material or process is designated by patent or proprietary name or by name of manufacturer, such designation shall be deemed to be used for purpose of facilitating description of material and process desired, and shall be deemed to be followed by the words "or Approved Equal" and Contractor may offer any substitute material or process that Contractor considers "equal" in every respect to that so designated and if material or process offered by Contractor is, in opinion of Owner, Equal in every respect to that so designated, its use will be approved. However, Contractor may utilize this right only by timely submitting Document 00 6325 (Substitution Request Form) as provided in Document 00 2000 (Instructions to Bidders). A substitution will be approved only if it is a true "or equal" item in every aspect of its design and quality, including but not limited to its dimensions, weights, service requirements, durability, functioning, impact on contiguous construction elements, overall schedule and design.

14.012 Interest Of Public Officers. No representative, officer, or employee of Owner no member of the governing body of the locality in which the Project is situated, no member of the

locality in which Owner was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project, during the tenure of the official or for one year thereafter, shall, as principal, agent, attorney or otherwise, be directly or indirectly interested, in the Contract Documents or the proceeds thereof.

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

15. WORKING CONDITIONS AND PREVAILING WAGES

15.01 Use Of Site/Sanitary Rules

- A. All portions of the Work shall be maintained at all times in neat, clean and sanitary condition. Contractor shall furnish toilets for use of Contractor's and Subcontractors' employees on the Site where needed, and their use shall be strictly enforced. All toilets shall be properly secluded from public observation, and shall be located, constructed and maintained subject to Owner's approval.
- B. Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Site and land areas identified in and permitted by Contract Documents and other land and areas permitted by applicable laws and regulations, rights of way, permits and easements or as designated by Owner, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, any improvement located thereon, or to Owner or occupant thereof resulting from the performance of Work.
- C. During the progress of the Work, Contractor shall keep the Site and the Project free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall clean the site, remove all waste materials, rubbish and debris from and about the Site as well as all tools, appliances, construction equipment and machinery and surplus materials. Contractor shall leave the premises clean and ready for occupancy by Owner at Substantial Completion of Work. Contractor shall restore to original condition all property not designated for alteration by Contract Documents.
- D. Contractor shall not load nor permit any part of any structure or pavement to be loaded in any manner that will endanger the structure or pavement, nor shall Contractor subject any part of Work or adjacent property to stresses or pressures that will endanger it. Contractor shall conduct all necessary existing conditions investigation regarding structural, mechanical, electrical or any other system existing, shall perform Work consistent with such existing conditions, and shall have full responsibility for insufficiencies or damage resulting from insufficiencies of existing systems, equipment or structures to accommodate performing the Work.

- E. Contractor represents and warrants that the Contract Sum includes all costs related to the impacts from COVID-19, including but not limited to restrictions on crew sizes (and potential restrictions), quantity of portable lavatories and hand washing stations, disinfectants and other sanitizing agents, personal protective equipment of any kind, and other associated costs. Owner shall not be liable for any costs related to such impacts, even if governmental orders change from those in place at the time of the bid and create additional requirements or restrictions.

15.02 Protection Of Work, Persons, And Property

- A. Contractor shall be responsible for initiating, maintaining and supervising all safety and site security precautions and programs in connection with Work, and shall develop and implement a site security and safety plan throughout construction. Contractor shall comply with all safety requirements specified in any safety program established by Owner, or required by state, federal or local laws and ordinances. Contractor shall be responsible for all theft or damage to Work, property or structures, and all injuries to persons, either on the Site or constituting the Work (e.g., materials in transit), arising from the performance of Work of the Contract Documents from a cause.
- B. Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owners of adjacent property and of Underground Facilities and utility Owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.
- C. Contractor shall remedy all damage, injury or loss to any property referred to above in this Article, caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, supplier, or any other person or organization directly or indirectly employed by any of them to perform or furnish any Work or anyone for whose acts any of them may be liable. Contractor's duties and responsibility for safety and for protection of Work shall continue until such time as all the Work is completed and Final Acceptance of the Work. Owner and its agents do not assume any responsibility for collecting any indemnity from any person or persons causing damage to Contractor's Work.
- D. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.
- E. Owner may, at its option, retain such moneys due under the Contract Documents as Owner deems necessary until any and all suits or claims against Contractor for injury to persons or property shall be settled and Owner receives satisfactory evidence to that effect.
- F. Work within the right-of-way lines of the city and/or Owner and/or State shall be done in accordance with the standards and specifications of the controlling agency. Permit for such work shall be obtained and paid for by the Contractor before executing the work within such right-of-ways.

15.03 Responsibility For Safety And Health

- A. Contractor shall ensure that its and each tier of Subcontractors' employees, agents and invitees comply with applicable health and safety laws while at the Site. These laws include the Occupational Safety and Health Act of 1970 and rules and regulations issued pursuant thereto, and Owner's safety regulations as amended from time to time. Contractor shall comply with all Owner directions regarding protective clothing and gear.
 - B. Contractor shall be fully responsible for the safety of its and its Subcontractors' employees, agents and invitees on the Site. Contractor shall notify Owner, in writing, of the existence of hazardous conditions, property or equipment at the Site that are not under Contractor's control. Contractor shall be responsible for taking all the necessary precautions against injury to persons or damage to the property of Contractor, Subcontractors or persons from recognized hazards until the responsible party corrects the hazard.
 - C. Contractor shall confine all persons acting on its or its Subcontractors' behalf to that portion of the Site where Work under the Contract Documents is to be performed, Owner-designated routes for ingress and egress thereto, and any other Owner-designated area. Except those routes for ingress and egress over which Contractor has no right of control, within such areas, Contractor shall provide safe means of access to all places at which persons may at any time have occasion to be present.
- 15.04 Emergencies. In emergencies affecting the safety or protection of persons or Work or property at the Site or adjacent thereto, Contractor, without special instruction or authorization from Owner, is obligated to act to prevent threat and damage, injury or loss, until directed otherwise by Owner. Contractor shall give Owner prompt written notice if Contractor believes that any significant changes in Work or variations from Contract Documents have been caused thereby. If Owner determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Change Order or Construction Change Directive will be issued to document the consequences of such action. Emergencies do not include ongoing impacts related to COVID-19 or the directives issued by any governmental agency related to COVID-19.
- 15.05 Use Of Roadways And Walkways. Contractor shall not unnecessarily interfere with use of any roadway, walkway or other facility for vehicular or pedestrian traffic. Before beginning any interference and only with Owner's prior concurrence, Contractor may provide detour or temporary bridge for traffic to pass around or over the interference, which Contractor shall maintain in satisfactory condition as long as interference continues. Unless otherwise provided in the Contract Documents, Contractor shall bear the cost of these temporary facilities.
- 15.06 Nondiscrimination. No person or entity shall discriminate in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sexual preference, or gender of such persons, except as provided in Section 12940 of the California Government Code. Every contractor for public works violating the provisions of Section 1735 of the California Labor Code is subject to all the penalties imposed for a violation of Chapter 1, Part 7, Division 2 of the California Labor Code.
- 15.07 Registration. Each bidder and any subcontractor listed in a bid proposal pursuant to California Public Contract Code Section 4104, must be currently registered with the Department of Industrial Relations and qualified to perform public work consistent with

California Labor Code section 1725.5, except in limited circumstances as referenced in California Labor Code section 1771.1(a). No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

15.08 Prevailing Wages And Working Hours

- A. Contractor shall pay to persons performing labor in and about Work provided for in the Contract Documents an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the Work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and Owner to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Contract. Contractor shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each Site.
- B. Contractor shall forfeit, as a penalty to Owner, Fifty Dollars (\$50.00) for each laborer, workman, or mechanic employed in performing labor in and about the Work provided for in the Contract Documents for each Day, or portion thereof, that such laborer, workman or mechanic is paid less than the said stipulated rates for any Work done under the Contract Documents by him or her or by any Subcontractor under him or her, in violation of Articles 1 and 2 of Chapter 1 of Part 7 of Division II of the California Labor Code. The sums and amounts which shall be forfeited pursuant to this Paragraph and the terms of the California Labor Code shall be withheld and retained from payments due to Contractor under the Contract Documents, pursuant to this Document 00 7200 and the California Labor Code, but no sum shall be so withheld, retained or forfeited except from the final payment without a full investigation by either the State Department of Industrial Relations or by Owner. The Labor Commissioner pursuant to California Labor Code §1775 shall determine the final amount of forfeiture.
- C. Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of Work or labor on Work provided for in the Contract, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the California Labor Code.
- D. Contractor stipulates that it shall comply with all applicable wage and hour laws, including without limitation, California Labor Code §§ 1776 and 1810-1815. Failure to so comply shall constitute a default under this Contract.
- E. Contractor and its Subcontractors shall be responsible for compliance with Labor Code §§ 1810-1815.
 - 1. Eight hours of labor performed in execution of the Contract constitutes a legal day's work. The time of service of any workman employed on the

Project is limited and restricted to 8 hours during any one calendar day, and 40 hours during any one calendar week.

2. Contractor and its Subcontractors shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with the Project. The record shall be kept open at all reasonable hours to the inspection Owner and to the Division of Labor Standards Enforcement.
3. Contractor or its Subcontractors shall, as a penalty to Owner, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the Contract Documents by the respective Contractor or Subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code §§ 1810-1815.
4. Work performed on the Project by employees of Contractor or its Subcontractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.

F. Contractor and its Subcontractors shall be responsible for compliance with Labor Code Section 1776.

1. Contractor and Subcontractors must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the Work of the Contract Documents. Each payroll record shall contain or be verified by a written declaration as required by Labor Code Section 1776.
2. The payroll records enumerated above must be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor as required by Labor Code Section 1776.
3. Contractor shall inform Owner of the location of records enumerated above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.
4. Contractor or Subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated above. In the event that the Contractor or Subcontractor fails to comply with the ten-day period, he or she shall, as a penalty to Owner on whose behalf the contract is made or awarded, forfeit \$25.00 for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Contractor is not subject to a penalty assessment pursuant to this Paragraph due to the failure of a Subcontractor to comply with this Paragraph.

5. Contractor shall also deliver certified payrolls to Owner with each Application for Payment as set forth above in this Document 00 7200 (General Conditions).

15.09 Compliance Monitoring By Department of Industrial Relations. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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

15.011 Shoring Safety Plan

- A. Any conflict between this Paragraph and Division 2 of the Specifications shall be resolved in favor of the most stringent requirement.
- B. At least five Days in advance of any excavation five feet or more in depth, Contractor shall submit to Owner a detailed plan showing the shoring, bracing and sloping design (including calculations) and other provisions to be made for worker protection from the hazard of caving ground during the excavation, as required by California Labor Code §6705. A civil or structural engineer registered in California shall prepare and sign any plan that varies from the shoring system standards established by the State Construction Safety Orders.
- C. During the course of Work, Contractor shall be responsible for determining where sloping, shoring, and/or bracing is necessary and the adequacy of the design, installation, and maintenance of all shoring and bracing for all excavation, including any excavation less than five feet in depth. Contractor will be solely responsible for any damage or injuries that may result from excavating or trenching. Owner's acceptance of any drawings showing the shoring or bracing design or Work schedule shall not relieve Contractor of its responsibilities under this Paragraph.
- D. Appoint a qualified supervisory employee who shall be responsible to determine the sloping or shoring system to be used depending on local soil type, water table, stratification, depth, etc.

END OF DOCUMENT

DOCUMENT 00 7201

SUPPLEMENTARY GENERAL CONDITIONS

1. **Phasing of Work.** The Work shall be performed in two phases. Phase 1 shall be completed within 180 Calendar Days from the date when the Contract Time commences to run. Phase 2 shall be completed within 450 Calendar Days from the date when the Contract Time commences to run. Contractor shall allow 14 calendar days from the completion of Phase 1 for Owner move into the completed Phase 1 before Phase 2 commences. The two Phases are as follows:

1.01 **Phase 1:** The work of Phase 1 shall be as indicated and includes the complete interior and exterior improvements related to work in the Police Building to allow the Police Building to be used and remain operational through subsequent phases of work. All work reasonably inferred from the scope of the Phase 1 work is included in Phase 1.

1.02 **Phase 2:** The work of Phase 2 includes all other Work not specifically stated as included in Phase 1.

2. **Holidays.** Owner recognizes the following ten (10) holidays on which no work is to be scheduled, as follows:

HOLIDAY	OBSERVED ON
New Year's Day	January 1
Martin Luther Day, Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
The day after Thanksgiving	Friday after the 4th Thursday in November
Christmas Day	December 25

3. **Submittals.** Promptly after the Notice to Proceed has been received by the Contractor, the Contractor shall provide to the Architect a complete list of names and addresses of all suppliers of materials to be used on the Work. The Contractor shall allow a minimum of **twenty (20) Working Days** for review of shop drawings and submittals. Each set of shop drawings or submittals shall be accompanied by a letter of transmittal and the Contractor's certification (see description of certification below).

No work shall begin on the respective items of work that require a submittal until the submittals for those items of work have been approved in writing by the Architect. When submitted for the Architect's review, shop drawings shall include the Contractor's certification that the Contractor has reviewed, checked, and approved the shop drawings as conforming to the requirements of the Contract Documents. Contractor shall include the following certification on all submittals:

"It is hereby certified that the (equipment, material) shown and marked in this submittal is that proposed to be incorporated into this Project, is in compliance with the Contract Documents, can be installed in the allocated spaces, and is submitted for review.

Certified by: _____
Printed name: _____
Title: _____
Date: _____

A copy of each shop drawing and each sample as reviewed by the Architect shall be kept in good order by the Contractor at the site and shall be available to the Architect and Owner's representative. A review fee of two hundred dollars (\$200.00) will be withheld from the Contractor's progress payment for every re-submittal after the third time a submittal has been reviewed and rejected.

4. Materials and Workmanship. It is the intent of the Owner in drafting the Contract Documents to accept only first class work, materials, parts, equipment and workmanship. All materials, parts and equipment furnished by Contractor for the Work shall be new, high grade, free from defects, of specified kind and fully equal to samples when such samples are required. No used or secondhand materials, parts, or equipment may be unless expressly permitted by the Contract Documents. When the quality or kind of material or articles required under the Contract Documents is not particularly specified, the Contractor shall provide those representing the best of their class or kind. Quality of work shall be in strict accordance with generally accepted standards. Materials, parts and equipment shall be furnished in such quantities, kinds and at such times as to ensure uninterrupted progress of the Work.

The quality of material, parts, equipment and work shall be subject to approval by the Architect. The Architect shall have access to the Work at all times during construction, and shall be furnished with every reasonable facility for securing full knowledge with regard to the progress, workmanship and character of the materials, parts and equipment used or employed in the Work. Materials and workmanship of a quality not conforming to the requirements of the Specifications shall be considered defective, and shall be subject to rejection. Defective work or material, whether in place or not, shall be remedied or removed and replaced by the Contractor, at its expense, and defective materials shall be removed from the Work site immediately, at the Contractor's expense, when so directed by the Architect.

Any work done beyond the lines shown on the Plans or established by the Architect, or any Extra Work done without written authority, will be considered unauthorized and will not be paid for by Owner. Upon Contractor's failure to comply promptly with any order of the Architect made under the provisions of this Section, the Architect shall have authority to cause such defective or unauthorized work to be remedied or removed and replaced, and to deduct the costs thereof from any monies due or to become due the Contractor. If the Work is found to be in compliance with these Specifications, the Architect will furnish the Contractor with a certificate to that effect.

No rejected materials, the defects of which have been subsequently corrected, shall be used until approval in writing has been given by the Architect. Upon failure of the Contractor to comply with any order of the Architect made under the provisions of this subsection, the Architect shall have the authority to remove and replace defective materials and to deduct the cost of removal and replacement from any monies due or to become due the Contractor.

If, during the prosecution of the work, the Contractor fails to immediately correct the defective or non-conforming work upon notice, or fails to correct the defective or non-conforming work in a

manner conforming to the Contract Documents, the Architect may order the Contractor to stop all or part of the Project. The Owner's right to stop the Project does not give rise to any duty on the Owner's part to stop Work for the Contractor's benefit or the benefit of any other party. The Contractor shall bear all direct and indirect costs and damages that result from the Owner's stop work notice.

When removing asbestos products, the Contractor shall comply with the requirements of Title 8, CCR, General Industry Safety Orders and Construction Safety Orders.

- 5. Working Days / Hours.** Unless otherwise specified, the Contractor's activities shall be confined to normal working hours between 7:00 a.m. and 5:00 p.m., Monday through Friday. Lane closures will be confined to the hours between 8:30 a.m. and 3:30 p.m., Monday through Friday. No work shall be done on Saturdays, Sundays, or holidays without authorization by the Owner. Deviation from these non-Working Days will not be permitted without the prior consent of the Owner except in emergencies involving immediate hazard to persons or property. In the event of either a requested or emergency deviation during non-Working Days / Hours, overtime inspection fees will be charged to the Contractor. The overtime inspection fees will be calculated at overtime rates and will be deducted from any amounts due the Contractor.
- 6. Permits.** The issuance of a permit based on plans, specifications, and other data shall not prevent the Owner from ordering correction of errors in said plans, specifications, or other data, or from preventing construction operations being carried on hereunder when in violation of any law, code or ordinance. The Contractor shall submit to the Architect for review and approval a completed *City of San Ramon Storm Water Management Permit*. As part of the permit application, the Contractor must submit a Storm Water Pollution Prevention Plan (SWPPP) (if required) to the Architect for review and acceptance as required by the Regional Water Quality Control Board. The Contractor shall comply with all provisions of the permit throughout the course of the Work. The permit must be approved by the Owner prior to starting work. The Contractor shall include all costs for obtaining and complying with the requirements of the permit in the various items of work, and no additional compensation will be paid. Compliance with the provisions of this section shall be considered as included in the various Contract items of work to which such regulations are applicable and no additional compensation shall be allowed therefore. Further, the enforcement of any requirements of the permits required during the performance of the Contract work shall not be made the basis for additional compensation. If the Contractor is required to obtain permit(s) from other agencies to complete the Work in accordance with the Drawings and Project Specifications, the Owner will compensate the Contractor for the actual cost of the permit fee unless otherwise specified that the Contractor is responsible to pay the fee. The Contractor shall include all other costs associated with obtaining permits in various bid items for which the permit is required, and no additional compensation will be paid.
- 7. City of San Ramon Business License.**

 - 7.01 **City of San Ramon Business License.** A City of San Ramon Business License is required of the Contractor and all its Subcontractors prior to execution of the Contract.
 - 7.02 **City of San Ramon No-Fee Construction Permit.** After execution of the Contract and prior to beginning any work, the Contractor shall apply for and obtain a no-fee Construction Permit from the City. All inspections related to the Building Permit must be arranged with the Building Department. All work covered by the Building Permit must be inspected and approved by the Building Inspector prior to acceptance by the Owner.
- 8. Noise Control.** The Contractor shall comply with local ordinances regulating noise level (see San Ramon Municipal Code Chapter). All construction activities (including, but not limited to, the use of tools, machinery or equipment used in connection with construction operations),

regardless of hours of operation, shall be kept below an average hourly sound level of seventy-five (75) dBA measured at fifty feet (50') from the noise source. A noise level limit of ninety-five (95) dB at a distance of fifty feet (50') shall apply to all construction equipment on or related to the job whether owned by the Contractor or not. Examples include but are not limited to: equipment startups, equipment staging in or near the project, truck deliveries to the project, construction traffic loud talking, etc. This ordinance applies to all grading operations and all public improvement construction on private or public property. The Contractor shall not perform high-noise producing work (e.g. jack-hammering, saw-cutting, sand blasting, cold milling, compacting, etc.) between the hours of 10:00PM and 7:00AM, unless the Contractor is directed to perform work at night as part of a unique project, to avoid excessive impacts to traffic, businesses, or schools. The Contractor shall provide written notification to all residential properties within five hundred feet (500') of the work zone at least seventy-two (72) hours in advance of performing: 1) work during these hours; 2) high-noise producing during working hours. The proposed notification form and list of properties shall be submitted to the Owner for approval. Stationary construction equipment shall be placed such that emitted noises are directed away from sensitive noise receivers such as residential uses. The Contractor shall make every effort to create the greatest distance between noise sources and receptors during construction operations.

- 9. Work Area Traffic Control.** The Contractor shall prepare and submit a traffic control, construction phasing, and detour plan for approval by the Owner, showing how traffic and access will be maintained during the work.

At least two (2) lanes of traffic, one in each direction, must be kept open during construction periods on all streets. The Contractor shall furnish, install and maintain all necessary and appropriate signing and striping for lane closures to accommodate the work zone. Emergency vehicles shall be permitted to pass through the work area without delay at all times.

Work shall be performed in a portion of the street section while the remainder of the street section is kept open and unobstructed until the newly-constructed improvements are ready for use by traffic. The Contractor shall phase the removal operations so as to maintain the specified traffic lanes on existing pavement until sufficient new pavement is constructed to accommodate the traffic requirements. A smooth, even surface and a condition satisfactory for traffic shall be maintained on the portion of street where the two-directional traffic is being maintained.

The Contractor shall cooperate with local authorities relative to handling local traffic and providing access to necessary services through the area and shall make his own arrangements relative to keeping the working area clear of parked vehicles.

If temporary 'No Parking' zones are part of the approved Traffic Control Plan, the Contractor shall be responsible for furnishing and posting temporary 'No Parking' signs a minimum of forty-eight (48) hours in advance of work. Signs shall have the correct legend and any other necessary information such as hours of the day; days of the week; dates that the temporary 'No Parking' zone applies; and citation of the applicable section of the California Vehicle Code or the Vista Municipal Code. Signs shall be posted at one-hundred foot (100') maximum intervals along the approved temporary 'No Parking' zone. Signs may be attached to existing sign and streetlight poles in the public right-of-way as approved in the Traffic Control Plan. When necessary to meet the spacing requirement or to ensure sign visibility, the Contractor shall furnish posts or barricades. The Contractor is responsible for the removal of all temporary "No Parking" signs and fasteners or tape used after the Work is completed on each street or alley.

The Contractor shall be responsible for furnishing and posting temporary 'No Parking' signs along all streets approved for closure. In addition to other requirements for temporary "No Parking" signs, "No Parking" signs for temporary road closures shall be posted at one-hundred foot (100')

maximum intervals on each side of the street to be closed, at all intersections, and ends of all cul-de-sac streets.

Implementation of traffic control devices per the approved Traffic Control Plan may not begin each workday before the hours specified on the approved Traffic Control Plan. In addition, construction work must be stopped before the end of the approved work period to allow sufficient time for all traffic control devices to be removed and for other devices and measures to be in place and operational as shown on the approved Traffic Control Plans within the specified time restrictions. The Contractor shall make adjustments to the construction staging and provide any required improvements or additional facilities, including temporary trench steel plate covers, temporary asphalt concrete pavement, barricades and delineators, and temporary signing and striping, which are necessary to make the work site functional and safe at all times. Improvements and facilities necessary to make the work site functional and safe shall be submitted to the City's Traffic engineer for approval as part of the Traffic Control Plan.

Adequate drainage facilities shall be provided to maintain the traveled pavement surface in a condition free from ponding or running water. Water shall not be diverted from existing courses or allowed to pond on private property without the explicit permission, in writing, from the property owner. Trenches in streets open to traffic shall be provided with temporary pavement surfacing, to maintain a smooth paved travel surface, if the street is not to be provided with permanent pavement surfacing within forty-eight (48) hours after pavement removal. Trench steel plate covers shall not be left in place longer than four (4) consecutive Working Days.

END OF DOCUMENT

SAN RAMON VALLEY FIRE PROTECTION
REQUEST FOR PROPOSALS
CONSTRUCTION MANAGER-AT-RISK WITH A GUARANTEED MAXIMUM PRICE SAN RAMON FIRE TRAINING
FACILITY

ATTACHMENT A

SAMPLE NOTICE TO PROCEED

DOCUMENT 00 5500

NOTICE TO PROCEED

Date: _____

To: [CONTRACTOR]

Address:

CONTRACT FOR: San Ramon Fire Training Facility

CONTRACT NO: _____

You are notified that the Contract Time under the above Contract will commence to run on _____, 20____. On that date, you are to start performing your obligations with respect to Work at the Site under the Contract Documents. You must complete the Work in accordance with Article 2 of Document 00 5200 (Agreement) on the dates of Substantial Completion and Final Completion.

Before you may start any Work at the Site, you must submit your certified Safety Program (and related information), submit all copies of applicable permits, submit and approved fire protection plan (if applicable), and submit any other documents required by the Owner or the Authorities Having Jurisdiction over the project.

OWNER: San Ramon Valley Fire Protection District

By: _____

Its: _____

END OF DOCUMENT

SAN RAMON VALLEY FIRE PROTECTION
REQUEST FOR PROPOSALS
CONSTRUCTION MANAGER-AT-RISK WITH A GUARANTEED MAXIMUM PRICE SAN RAMON FIRE TRAINING
FACILITY

ATTACHMENT A

PERFORMANCE BOND

DOCUMENT 00 6113.13

CONSTRUCTION PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the San Ramon Valley Fire Protection District ("Owner"), a fire protection district established under the laws of the State of California, has awarded to [CONTRACTOR] as Principal contract number _____ dated the day of _____, 20____ (the "Contract"), titled the San Ramon Fire Training Facility in the amount of \$ _____, which Contract is by this reference made a part hereof, for the Scope of Work stated in the Contract Documents.

AND WHEREAS, Principal is required to furnish a bond in connection with the Contract, guaranteeing the faithful performance thereof;

NOW, THEREFORE, we, the undersigned Principal and [SURETY] as Surety are held and firmly bound unto Owner in the sum of one hundred percent (100%) OF THE CONTRACT PRICE to be paid to Owner or its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, shall promptly and faithfully perform the covenants, conditions, and agreements of the Contract during the original term and any extensions thereof as may be granted by Owner, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless Owner as stipulated in the Contract, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, or work or actions by Owner to mitigate the damages resulting from any breach in performance by Contractor, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.

Whenever Principal shall be and declared by Owner in default under the Contract, Surety shall promptly remedy the default, or shall promptly, and in no event later than thirty (30) days from notice:

- A. Undertake through its agents or independent contractors (but having qualifications and experience reasonably acceptable to Owner), to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, indemnities, and the payment of liquidated damages; or
- B. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and, upon determination by Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract

Sum, and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; but, in any event, Surety's total obligations hereunder shall not exceed the amount set forth in the third paragraph hereof. The term "balance of the Contract Sum," as used in this paragraph, shall mean the total amount payable by Owner to the Principal under the Contract and any amendments thereto, less the amount paid by Owner to Principal.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the others.

Surety may not use Contractor to complete the Contract absent Owner's Consent. Owner shall have the right in its sole discretion to continue the work of the Contract, as necessary following a default and/or termination, as necessary to prevent risks of personal injury, property damage or delay to the Project.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or its successors or assigns.

Surety shall join in any proceedings brought under the Contract upon Owner's demand, and shall be bound by any judgment.

Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

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

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ (Corp. Seal)
Signature: _____
Name and Title: _____
Address: _____

Company: _____ (Corp. Seal)
Signature: _____
Name and Title: _____
Address: _____

END OF DOCUMENT

SAN RAMON VALLEY FIRE PROTECTION
REQUEST FOR PROPOSALS
CONSTRUCTION MANAGER-AT-RISK WITH A GUARANTEED MAXIMUM PRICE SAN RAMON FIRE TRAINING
FACILITY

ATTACHMENT A

PAYMENT BOND

DOCUMENT 00 6113.16

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the San Ramon Valley Fire Protection District ("Owner"), a fire protection district established under the laws of the State of California, has awarded to [CONTRACTOR] as Principal contract number _____ dated the day of _____, 20____ (the "Contract"), titled the San Ramon Fire Training Facility in the amount of \$ _____, which Contract is by this reference made a part

AND WHEREAS, Principal is required to furnish a bond in connection with the Contract to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;

NOW, THEREFORE, we, the undersigned Principal and [SURETY] as Surety are held and firmly bound unto Owner in the sum of one hundred percent (100%) OF THE CONTRACT PRICE to be paid to Owner or its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its executors, administrators, successors, or assigns approved by Owner, or its subcontractors shall fail to pay any of the persons named in California Civil Code section 9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys' fees, otherwise the above obligation shall become and be null and void.

This bond shall inure to the benefit of any of the persons named in California Civil Code section 9100, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Civil Code section 9550.

Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder.

Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with Contract; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the other.

Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

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

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corp. Seal)

Company: (Corp. Seal)

Signature

Signature

Name

Name

Title

Title

Street Address

Street Address

City, State, Zip Code

City, State, Zip Code

END OF DOCUMENT

SAN RAMON VALLEY FIRE PROTECTION
REQUEST FOR PROPOSALS
CONSTRUCTION MANAGER-AT-RISK WITH A GUARANTEED MAXIMUM PRICE SAN RAMON FIRE TRAINING
FACILITY

ATTACHMENT A

INSURANCE REQUIREMENTS

DOCUMENT 00 7316

INSURANCE REQUIREMENTS

1. **INSURANCE REQUIREMENTS.** Before commencing any Work under the Contract Documents, Contractor shall furnish to the Owner satisfactory proof that Contractor has in force continuously for the entire period covered by this Contract the following classes of insurance in the form and with limits specified below.
 - 1.01 Commercial General Liability Insurance. Contractor shall procure and maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than ten million dollars (\$10,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse and underground property damage hazards. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. A combination of a general liability policy and excess liability policies may be utilized to achieve these limits. Contractor's general liability policies shall be primary and shall not seek contribution from the Owner's coverage, and be endorsed using Insurance Services Office form CG 20 10 to provide that the City of San Ramon, Owner and Owner's officers, officials, employees, and agents shall be additional insureds under such policies. An endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37, is also required.
 - 1.02 Business Auto Insurance. Contractor shall procure and maintain business auto insurance covering all owned, non-owned, and hired vehicles on and off-site. Such insurance shall provide coverage not less than the standard ISO Comprehensive Automobile Liability policy (CA 00 01, CA 00 05, CA 00 12, CA 00 20), with limits not less than \$10 million each accident, and \$10 million each occurrence for claims subject to the Motor Carrier Act of 1980. If the Work involves transportation of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor shall provide pollution auto coverage equivalent to that provided under the ISO pollution liability-broaden coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached. Any statutorily required "No-Fault" benefits and uninsured/underinsured motorists coverage should be included.
 - 1.01 Worker's Compensation and Employers Liability Insurance. Contractor shall procure and maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Contractor shall submit to Owner, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Owner, its officers, agents, employees, and volunteers. If there is an exposure or injury to Contractor's employees under the US Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for all such injuries or claims.
 - 1.02 Contractors' Pollution Legal Liability Insurance. Contractor shall procure and maintain Contractors' Pollution Legal Liability Insurance covering claims for bodily injury, property damage, including mold and loss of use of damage property or of property that has not been physically injured or destroyed; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims; all in connection

with any pollution conditions arising from Contractor's operations or completed operations, performed by or on behalf of Contractor. The policy shall specifically provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites. Completed operations coverage will remain in effect for no less than 5 years after substantial completion of the work. Such coverage shall be written on an occurrence basis and shall apply to sudden and non-sudden pollution conditions and shall be placed with an insurer and in a form acceptable to the Owner. If any pollution liability coverages cannot be obtained on an occurrence form, after using best efforts to do so, such coverages may be provided on a claims-made basis. The pollution legal liability policy shall be dedicated solely to the specific Project described in the Contract Documents, and shall have limits not less than \$5 million per occurrence and in the aggregate. Any self-insured retention shall be selected by the Owner pursuant to Section 9 of this Document 00 73 16.

- 1.03 **Builder's Risk.** Upon commencement of construction and with approval of Owner, Contractor shall obtain and maintain Builder's Risk/Course of Construction insurance. Policy shall be provided for replacement value on an "all-risk" basis. The Owner shall be named as Loss Payee on the policy and there shall be no coinsurance penalty provision in any such policy. Policy must include: (1) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures, and all other properties constituting a part of the project; (2) coverage with limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site. Such insurance shall be on a form acceptable to Owner to ensure adequacy of terms and limits. Contractor shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to Owner.
- 1.04 If any aircraft are to be used in the performance of the work, Contractor shall provide **Aircraft Liability Insurance** (including owned and non-owned) with the following minimum limits: Bodily Injury – \$10 million each occurrence, \$2 million each person; Property Damage – \$10 million each occurrence.
- 1.05 All policies of insurance shall be placed with insurers acceptable to the Owner. The insurance underwriter(s) must be duly licensed to do business in the State of California and (other than for Worker's Compensation) must have a rating of A- VII or better in the most recent edition of Best's Insurance Reports or otherwise satisfactory to the Owner. Required minimum amounts of insurance may be increased should conditions of Work, in the sole opinion of the Owner, warrant such increase. Contractor shall increase required insurance amounts upon direction by the Owner and shall submit any request for additional compensation arising from the actual cost of any increased insurance coverage pursuant to Document 01 26 00, Contract Modification Procedures

2. CERTIFICATES OF INSURANCE

- 2.01 Contractor shall furnish the Owner with certificates of insurance completed by a duly authorized representative evidencing coverage required under Section I of this Document 00 73 16. Such certificates shall be delivered to the Owner before any Work hereunder is commenced by Contractor and annually thereafter on or before the policy effective dates of Contractor's general liability insurance policy, and shall provide that no coverage under the policy shall be terminated, canceled or materially modified unless and until at least thirty (30) days prior written notice has been given to the Owner. Contractor shall inform the Owner in writing thirty (30) days prior to terminating or materially modifying coverage required in this Document 00 73 16.

- 2.02 Failure of the Owner to demand such certificate or other evidence of full compliance with these insurance requirements, or failure of the Owner to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such insurance.
- 2.03 The Owner's acceptance of delivery of any certificate of insurance evidencing the required coverages and limits does not constitute approval or agreement by the Owner that the insurance requirements have been met or that the insurance policy shown in the certificates of insurance are in compliance with the requirements.
- 2.04 The Owner has the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the Project site until the Owner receives all certificates or other evidence that insurance has been placed in complete compliance with these requirements.
- 2.05 If any of the coverages are required to remain in force after Substantial Completion, Contractor shall submit an additional certificate evidencing continuation of such coverage with its final billing and at each subsequent renewal of Contractor's insurance.
- 2.06 Required Endorsements. Except as provided below, the policies required under Section 1 of this Document 00 73 16 shall be endorsed, in a form and manner acceptable to the Owner, providing as follows:
- A. Except with regard to the Professional Liability, Worker's Compensation and Employer's Liability Insurance, the Owner, its parent, subsidiary and affiliated organizations, and its Board of Directors, employees, representatives, consultants, and agents, and the City of San Ramon shall be named as additional insureds, but only with respect to liability arising out of the activities of the named insured. Such additional insured endorsement for Commercial General Liability and excess/umbrella coverages shall be equivalent to ISO form GC 20 10 07 04, together with ISO form GC 20 37 07 04. The additional insured requirement for Commercial General Liability and excess/umbrella coverages is for the duration of this Agreement and an additional ten (10) years following Substantial Completion of the Work.
 - B. Except with regard to the Worker's Compensation and Employer's Liability insurance, each policy, including additional insured coverages, shall be primary and no other insurance or self-insured retention carried or held by the Owner shall be called upon to contribute to a loss covered by insurance for the named insured.
 - C. The insurance carriers waive their rights of subrogation against the Owner and all additional insureds, as well as other insurance carriers for the Work.
 - D. Declarations pages required. Contractor or its insurance broker shall submit a copy of the declarations page for each policy. The page shall include the name of the carrier, policy number, the types of coverages and limits, the effective dates of the policy, and the broker's name and license number.
- 2.07 Certificates of Insurance and Endorsements shall have clearly typed thereon the Owner's name and title of the Contract Documents. Written notice of cancellation, non-renewal, or reduction in coverage of any policy shall be mailed to the Owner at the address listed at the top of this Document 00 73 16, 30 days in advance of the effective date of the cancellation, non-renewal, or reduction in coverage. Contractor shall maintain insurance

in full force and effect during entire period of performance of this Agreement, and such additional periods as required in this Document 00 73 16. At the time of making an application for extension of the Time for Completion, and during all periods exceeding the Time for Completion resulting from any cause, Contractor shall submit evidence that insurance policies will be in effect during the requested additional period of time. Upon the Owner's request, Contractor shall submit to the Owner, within 10 days, copies of the actual insurance policies or renewals or replacements.

- 2.08 Insurance Primary. All limits and coverage is required of the Contractor in this Document 00 73 16 shall be primary over any insurance or self-insurance program carried by the Owner, the City of San Ramon, and all of the additional insureds.
- 2.09 Joint ventures. If the Contractor is a joint venture involving two or more entities, each independent entity will satisfy the limits and coverage is specified in this Document 00 73 16 or the joint venture will be named insured under each policy specified.
- 2.010 Waiver of Right to Recovery Including Subrogation. Contractor hereby waives all its rights of recovery and shall require all insurance policies in any way related to the Work secured and maintained by the Contractor to include clauses stating each insurer will waive all rights of recovery, under subrogation or otherwise, against the Owner and all tiers of contractors or consultants engaged directly by the Owner. Contractor will require all tiers of subcontractors, vendors and suppliers, by appropriate written agreements, to provide similar waivers each in favor of all parties enumerated in this paragraph.
- 2.011 Cooperation. Contractor shall fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the required policies, in all areas of safety, insurance program administration, claim reporting and investigating, and audit procedures.
- 2.012 Quotes for Project Specific Coverages and Self-insured Retentions. Contractor shall obtain quotes for the Project specific Commercial General Liability, Pollution Legal Liability and umbrella/excess coverages to be procured for the Project on an open book basis, and with self-insured retention amounts requested by the Owner. Contractor shall also cooperate with the Owner in obtaining quotes for such policies through brokers jointly suggested by Contractor in the Owner. None of the insurance required of this Document 00 73 16 shall be subject to any self-insured retention without the Owner's written approval, and the Owner shall select the self-insured retention amounts of the Project specific Commercial General Liability, Pollution Legal Liability and umbrella/excess coverages to be procured for the Project after reviewing quotes for these coverages. Pricing of insurance shall be net-of-cost of such insurance procured hereunder, less value (if any) in Contractor's bid for self-insurance or reduced bonding costs resulting from placement of such insurance.
- 2.013 If injury occurs to any employee of Contractor, subcontractor, or sub-subcontractor for which the employee, or the employee's dependents in the event of the employee's death, is entitled to compensation from the Owner under provisions of the Worker's Compensation Insurance and Safety Act, as amended, or for which compensation of any kind is claimed from the Owner, the Owner may retain out of sums due Contractor under the Contract Documents, an amount sufficient to cover such compensation, as fixed by the Act, as amended, until such compensation is paid, or until it is determined that no compensation is due. If the Owner is compelled to pay compensation, the Owner may, in its discretion, either deduct and retain from the Contract Price the amount so paid, or require Contractor to reimburse the Owner.

- 2.014 Nothing in this Document 00 73 16 shall be construed as limiting in any way the extent to which Contractor or any subcontractor may be held responsible for payment damages resulting from their operations. Contractor's obligations to procure insurance are separate and independent of, and shall not limit Contractor's contractual indemnity and defense obligations. The Owner does not represent that coverages and limits required in this contract will necessarily be adequate to protect the Contractor.
- 2.015 Except for Worker's Compensation coverages, Contractor shall by appropriate written agreements flow-down the additional insured coverage, certificate, endorsement, waiver of subrogation, and all other requirements of this Document 00 7316 to all tiers of subcontractors for all insurance required of such subcontractors by Contractor for the work.
- 2.016 Contractor shall pay all insurance premiums including any charges for required waivers of subrogation or the endorsement of additional insureds. If Contractor fails to maintain insurance, the Owner may take out comparable insurance, and deduct and retain amount of premium from any sums due Contractor under the Contract Documents. If the aggregate limits on any Contractor's insurance policy are no longer available, Contractor must notify the Owner and immediately, at Contractor's expense, purchase replacement coverage to meet the insurance requirements as specified in this Document 00 73 16. Alternatively, the Contractor's failure to maintain the required insurance shall be grounds for a termination for default in accordance with the Contract Documents.

END OF DOCUMENT

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ATTACHMENT B

SCOPE OF PRECONSTRUCTION SERVICES

SAN RAMON VALLEY FIRE PROTECTION
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ATTACHMENT B

Scope of Preconstruction Services

	Design Development	Construction Documents
Collaboration with District representatives and Architect	■	■
Preparation of construction cost estimate	■	■
Preparation of construction schedule	■	■
Investigation of existing conditions	■	
Identification of construction risk factors and proposed mitigations	■	■
Constructability review and recommendations	■	■
Verification of entitlements and permits		■
Preparation of GMP package		■

The GMP package will be formatted and include the following:

- Signed Cover Letter
- Guaranteed Maximum Price
 - List of Subcontractors and Contract Values (Direct Pass-Through Costs)
 - Preconstruction Services (CMAR Phase 1)
 - Contractor's Fee (CMAR Phase 2)
 - General Conditions
 - Fee
 - Allowances
 - Contract Contingency
- Construction Schedule
- Identification of Jobsite Staff and time allocation
- Identification of General Conditions items, values, and time allocation
- Identification of Allowances, if any
- Add/Deduct Alternates, if any
- Value Engineering Proposals, if any
- Assumptions, if any (must conform to the requirements of the Contract)
- Exclusions, if any (must conform to the requirements of the Contract)

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J. Preparation of GMP package at 100% CD's for Phase 2

The Construction Documents represent the finished Project: GMP shall include all labor materials, systems, means, and methods for a complete and finished project. Offeror shall be solely responsible for reviewing the Construction Documents for completeness prior to issuance of GMP. The offeror shall be solely responsible for verifying existing site conditions. If there is a discrepancy between actual site conditions and Construction Documents, the offeror shall notify the Architect immediately in writing prior to issuance of the GMP. All such discrepancies must be resolved prior to issuing the GMP.

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ATTACHMENT C

DIVISION OF COSTS

SAN RAMON VALLEY FIRE PROTECTION
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ATTACHMENT C

Division of Costs

The Direct Pass-Through Costs, Contractor's Fee, and Owner costs are subject to the following divisions for the Scope of Services and any Change Orders.

Project Jobsite Staff		Direct Pass-Through Cost	Contractor's Fee		Paid by Owner
			General Conditions	Fee	
1	Bond premium for CMAR		■		
2	Insurance premiums for CMAR		■		
3	Project Manager		■		
4	Project Superintendent		■		
5	Project Engineer		■		
6	Scheduling Engineer		■		
7	Field Engineer		■		
8	Drafting and Detailing		■		
8	As-Built drawings and specifications		■		
9	Field Accountant		■		
10	Time Keeper		■		
11	Secretarial		■		
13	Clerk/ Typist		■		
14	Independent Surveyor	■			
15	Job Assigned Safety &. E.E.O. Officer		■		
16	Job site safety and cost of safety		■		
17	Periodic drug testing	■			
18	Jobsite Laborer and Runner		■		
19	Fringe Benefits for Job Site Staff		■		
20	Vacation Time for Job Site Staff		■		
21	Sick Leave for Job Site Staff		■		
22	Subsistence for Job Site Staff		■		
23	Bonuses for Job Site Staff			■	
Cost of the Work		Direct Pass-Through Cost	Contractor's Fee		Paid by Owner
			General Conditions	Fee	
1	Wages of Construction Labor	■			
2	Labor Fringe Benefits and Burden	■			
3	Subcontract Costs	■			
4	Material	■			
5	Equipment	■			
6	Small Tools – Purchase			■	

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7	Small Tools – Rental			■	
8	Warranty Work & Coordination			■	
9	Protection of installed work	■			
10	Corrective Work Damaged by CM/Subs			■	
11	Corrective Work Non-Conforming			■	

Job Site Temporary Facilities		Direct Pass-Through Cost	Contractor's Fee		Paid by Owner
			General Conditions	Fee	
1	Office Trailers – CMAR & Owner		■		
2	Storage Trailer & Tool Shed		■		
3	Office Furniture and Equip		■		
4	Copier and Printer		■		
5	Postage/UPS/FedEx		■		
6	Project Photographs		■		
7	Temporary Toilets		■		
8	Project Sign		■		
9	Scaffolding	■			
10	Temporary Fencing and Enclosures	■			
11	Covered Walkways	■			
12	Barricades	■			
13	Temporary Stairs	■			
14	Opening Protection	■			
15	Safety Railing & Nets	■			
16	Drinking Water/Cooler/Cup		■		
17	Safety/First Aid Supplies		■		
18	Fire Fighting Equipment		■		
19	Security Guards		■		
20	Watchman Service (Day or Night)		■		
General Requirements Temporary Utilities And Cleaning		Direct Pass-Through Cost	Contractor's Fee		Paid by Owner
			General Conditions	Fee	
1	Telephone Installation	■			
2	Telephone Monthly Charges	■			
3	Electric Power Installation	■			
4	Electric Power Distribution Wiring	■			
5	Electric Power Monthly Charges	■			
6	Water Service Installation	■			
7	Water Service Monthly Costs	■			
8	Heating & Cooling Costs		■		
9	Light Bulbs & Misc. Supplies		■		
10	Periodic Job Site Clean-Up	■			

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11	Final Clean	■			
12	Dump Permits and Fees	■			
13	Trash Removal and Hauling	■			
14	Flagman and Traffic Control	■			
15	Dust Control	■			
16	SWPPP Installation & Maintenance	■			
17	SWPPP Inspection				■
18	Temporary Road Construction	■			
19	Temporary Road Maintenance	■			
20	Trash Chute & Hopper	■			
Indirect and Miscellaneous Costs		Direct Pass-Through Cost	Contractor's Fee		Paid by Owner
			General Conditions	Fee	
1	Bond premium for CMAR			■	
2	Insurance premiums for CMAR			■	
4	Bond premium for Subcontractors			■	
5	Insurance premiums for Subcontractors			■	
8	Premium for Builders Risk Insurance			■	
9	Insurance deductible by CMAR or Sub			■	
10	Printing plans and specifications		■		
11	Initial Soils Investigation				■
12	Testing and Inspection				■
13	Maintenance after occupancy				■
14	Facility operator training by CMAR or Sub	■			
15	Fees- Plan Check				■
16	Fees- Building Permit				■
17	Fees- Sidewalk Permit	■			
18	Fees- Water Connection Permit	■			
19	Fees- Water Meter	■			
20	Fees- Sanitary Sewer	■			
21	Fees- Storm Drain	■			
22	Fees- Gas Service	■			
23	Fees- Power Service	■			
24	Fees- Curb & Gutter permit	■			
25	Fees- Sign	■			
26	Elevator Inspection and Permits	■			
27	Fees, assessments, licenses, inspections required for Construction		■		
28	Business Licenses and Fees			■	
Hoisting		Direct Pass-	Contractor's Fee		Paid by Owner

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		Through Cost	General Conditions	Fee	
1	Hoist & Tower Rental	■			
2	Hoist Landing & Fronts	■			
3	Hoist Operator	■			
4	Hoist Material Skips/ Hoppers	■			
5	Erect & Dismantle Cranes and Hoists	■			
6	Crane Rental	■			
7	Crane Operators	■			
8	Crane Raising/ Jumping Costs	■			
9	Temporary Elevator Rental	■			
10	Elevator Operation Costs	■			
11	Cage Rider at Elevator	■			
12	Forklift Rental	■			
13	Forklift Operator	■			
14	Safety Inspections		■		
15	Fuel, Repairs, Maintenance, Service	■			
	Main Office	Direct Pass- Through Cost	Contractor's Fee		Paid by Owner
			General Conditions	Fee	
1	Corporate Executives			■	
2	Principal in Charge			■	
3	Operation Manager			■	
4	Project Executive			■	
5	Estimating			■	
6	Value Engineering			■	
7	Scheduling			■	
8	Drafting and Detailing			■	
9	Purchasing & Writing Contracts			■	
10	Accounting & Bookkeeping			■	
11	Safety & E.E.O Officer			■	
12	Secretarial			■	
13	Clerk/Typist			■	
14	Computer/Data Processing			■	
15	Legal - General and Project			■	
16	Travel & Subsistence			■	
17	Fringe Benefits & Burden			■	
18	Vacation Time/Main Office			■	
19	Bonuses/Main Office			■	

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ATTACHMENT D

PRELIMINARY SCHEDULE

SAN RAMON VALLEY FIRE PROTECTION
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ATTACHMENT E

BASIS OF DESIGN – DESIGN DEVELOPMENT