

CONSTRUCTION MANAGER AT RISK PROJECT DELIVERY FOR COUNTIES

A Look Back & A Look Forward

Originally Presented to
County General Services Agencies
Annual Conference
Santa Rosa
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CMAR

PRESENTERS



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Project Manager
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Judicial Council of California (Ret)*

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Would you accept this deal?

- Design a 103-story office building in 2 weeks
- Build a \$500M project in less than 14 months

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CMAR has Been Around for a Very Long Time!



- Built in 1930 for \$41M (\$8M below budget) in 13 ½ months
- \$500M in today's dollars



Southern State Correctional

Reasons Why Projects Fail



Lack of planning—budget, schedule, contingency, execution



Lack of management experience or expertise



Inadequate schedule evaluation and maintenance



Inadequate contract administration/change management



Lack of real-time dispute/claims management



Insufficient coordination of contract documents

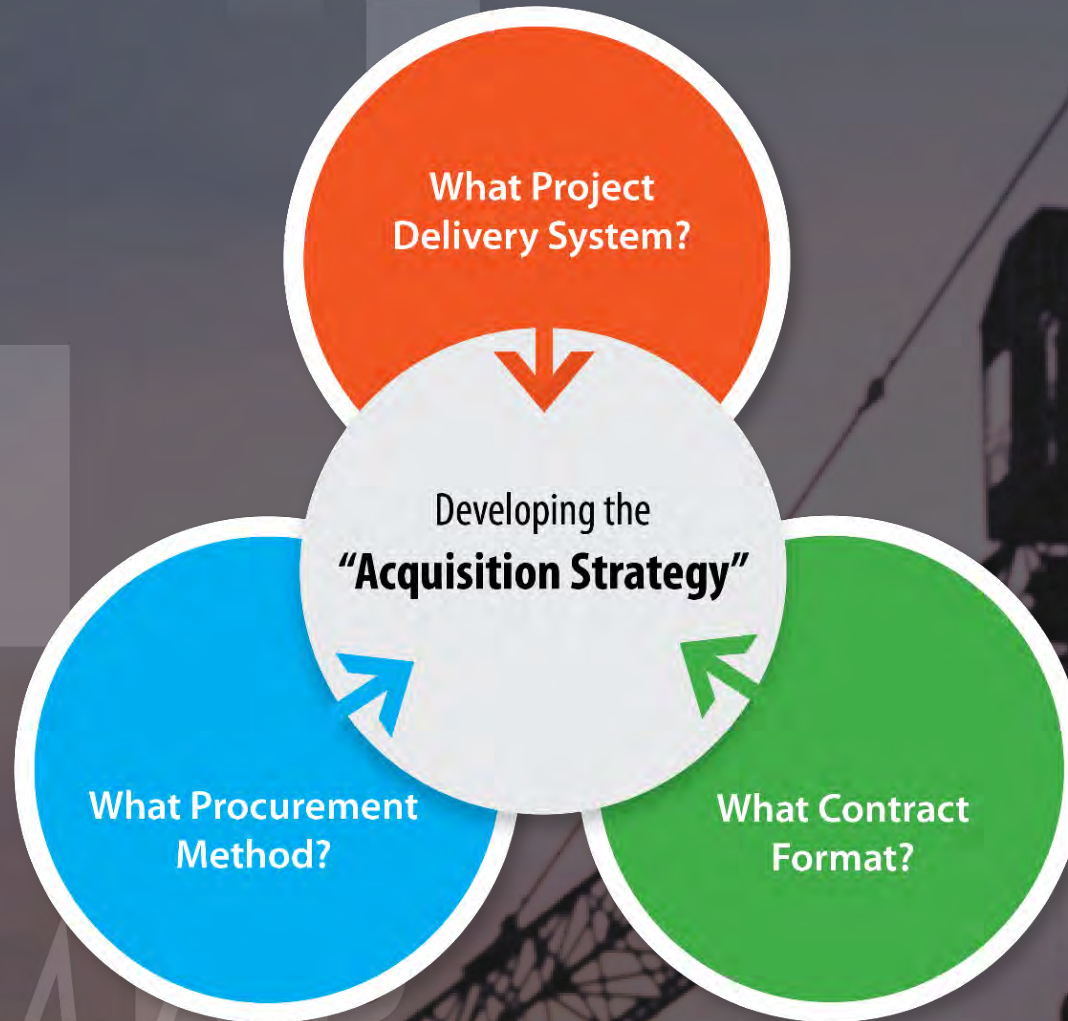


Reliance on risk transfer, not risk management



Contracting out of habit

Project Delivery Defined



Importance of the Project Delivery Method


- Establishes when the parties become engaged
- Influences the choices of contractual relationships among the parties
- Determines how project is executed

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Construction management at-risk is seen by many policy-makers and legislators as an **innovative approach** to public sector project delivery. The CM at risk delivery method is an alternative procurement process similar to long-standing private sector construction contracting. **CM at-risk is a cost effective and time conscious alternative to the traditional design-bid-build process.**

-AIA Washington DC, 2005



A project delivery method is fundamentally a people method because **people remain the most valuable construction resource**. The success or failure of any delivery method depends upon the performance, trust, and cooperation among the parties.

-AGC, Project Delivery Methods for Construction, 2011

CMAR Public Owners in California

➔ **STATE OF CALIFORNIA**
23 Locations

➔ **UNIVERSITY OF CALIFORNIA**
10 locations

➔ **JUDICIAL COUNCIL OF CALIFORNIA**
450 Locations

Some Counties!



CM at Risk Philosophy

OWNER

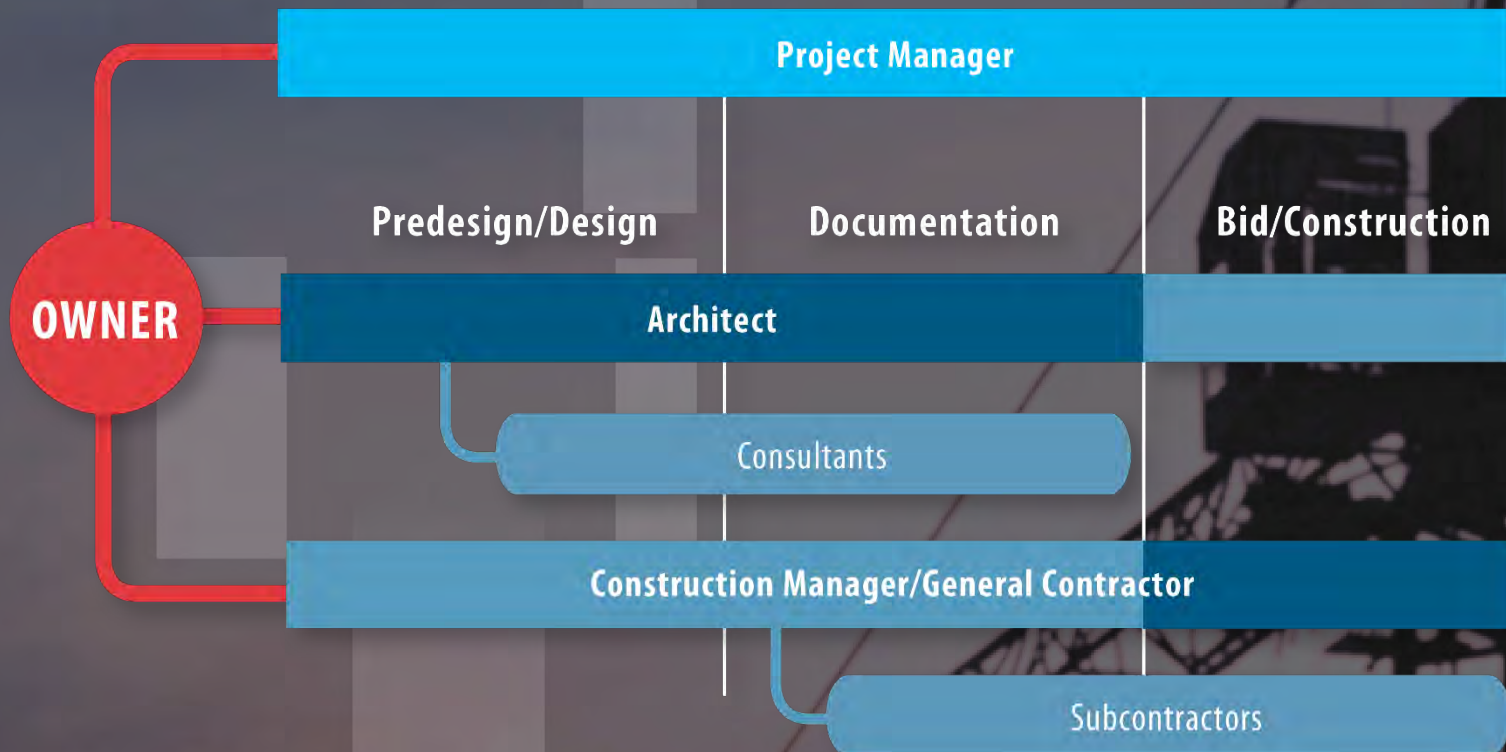
**Collaborative
Team
Approach**

A/E

CM

- Respect the role & responsibility of each team member
- Develop trust & confidence based on performance
- Exceed expectations

Organization



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CM at Risk vs. DBB/Lump Sum

Designer Involvement	CM at Risk	Low Bid
Contractor involvement in Design Phase	√	No
Owner receives competitive pricing	√	√
Performance and payment Bonds	√	√
Ability to Re-bid individual trades	√	No
Prequalify all subcontractors	√	No
Field coordination control	√	√
Commissioning/ Warranty Issues	√	√
Price Guarantee	√	√ *
Contractor pays for scope gaps	√	√
Contractor contingency available for E&O and unanticipated field conditions	√	No

*Low bid not always final price

CM at Risk Comparison

Best Suited

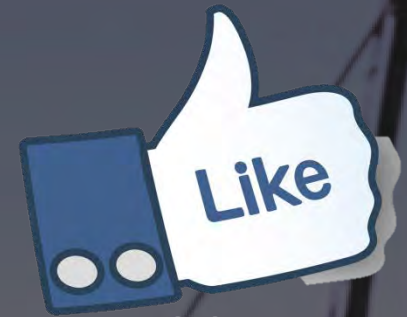
Larger new or renovation projects

In general projects greater than \$7M

Least Suited

Smaller projects

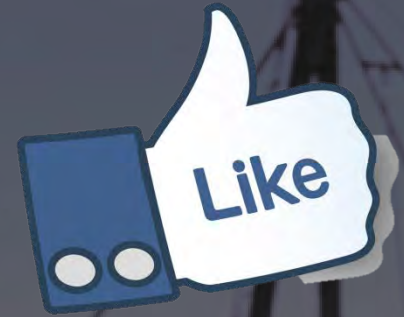
Benefits to the Owner



- Owner hand picks their builder **-subject to public RFQ**
- Project team works in a collaborative atmosphere
- Greater schedule control/ flexibility
- Greater budget control
- Pre-qualify all trade contractors
- Minimum three bids in each trade
- Owner & Architect can participate in sub selection
- Lowers potential for future change orders
- Perceived as more friendly contracting approach by designers and subcontractors
- “Open Book” financial approach **-all costs are reviewed throughout the project duration**

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Benefits to the Architect



- A/E maintains contractual relationship to Owner
- Selection of contractor based on qualifications
- Contractor involvement during design phase
- GMP prior to construction -as key pre-con deliverable
- GC's are added "at risk" to confirm GMP for construction scope as amendment for full services

Benefits to CMAR Firm



- Selected on Best Value not Low Price
- Involved in Design Phase
- Collaboration vs. Confrontation
- Prequalification of Major Trades
- Manageable Risk
- Known Site Conditions
- Quality of Documents

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CMAR Selection Process

The background of the slide features a construction crane silhouetted against a vibrant sunset sky with shades of blue, pink, and orange. A semi-transparent white rectangular box is centered horizontally across the middle of the image, serving as a backdrop for the title text. The crane's lattice structure and cables are clearly visible, extending from the bottom right towards the top left.

State and County Authority

- STATE: SB 1732 (2002) – Trial Court Facilities Act of 2002 established the judicial branch authority for facilities, with broad project delivery authority exempt from PCC for capital projects
- COUNTY: SB 328 (2013) extended CMAR as a project delivery method to all under PCC-Government Code Section 20146, **with special authority extended to 1/1/23**

CM at Risk Selection Process: RFQ

Recommended Information

- Basic Company Data
 - Firm History
 - Local Office
 - Primary Contact
 - Licensing Information
 - Form of Ownership
 - Designer/County Internal Processes to Support CMAR

CM at Risk Selection Process: RFQ's

Recommended Information

■ Insurance Requirements

- Limits of Coverage
- Company Rating
- Completeness of Coverage

■ Bonding Capacity

- Single Project Limit
- Aggregate
- Letter from Agent

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CM at Risk Selection Process: RFQ's

Recommended Information

- Safety Program
 - EMR
 - Safety Plan
 - Training
- Quality Program
- Management Information Systems and Technology

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CM at Risk Selection Process: RFQ's

Recommended Information

- Detailed Information on Select Relevant Projects
- Team Organization Chart
 - Resumes
 - % of Time Commitment
- Management Plan
 - Approach to Managing the Project
 - Phasing, Bid Package Strategy, Site Logistics
 - Schedule

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CM at Risk Selection Process: Discussion/Interviews

- Provide for Adequate Time
 - 45 to 60 Minutes for Technical Presentation
 - 15 to 30 Minutes for Questions & Answers
- Objective and Interested Selection Committee
- Well Defined Selection Criteria and Scoring Information- Share It!

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Alternative Selection Process – SB 328

- Select Contractor for Preconstruction Services on “Best Value” **Quality pts/Sealed fee=\$/Unit value**
- Suspend construction services agreement until documents fully developed
- Develop a binding and competitive price with selected Preconstruction Contractor OR re-compete construction phase

CMAR

Criteria for Contractor Selection

Criteria for Selection per RFQ:

- Financial Strength
 - 10 points
- Demonstrated Experience of firm
 - 20 points
- Demonstrated Experience of personnel
 - 30 points
- Project Plan including
 - 30 points
- Local Outreach Plan
 - 10 points

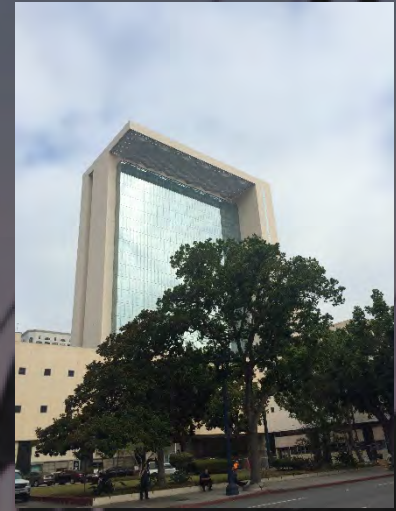
Total scoring 100 points

Judicial Council of California Capital Program

- Broad authority under SB1732 allowed for multiple forms of project delivery
- Proven CSU delivery model basis of CMAR body of documents
- JC-27 major courthouse projects completed using 2005-2017 over \$3B including:
 - 18 CMAR contracts
 - 9 Prequalified DBB contracts
 - 2 DB contracts:
 - 1 Design-Build-Operate-Maintain (PBI)-Long Beach
 - 1 Traditional Bridging Design-Build-Alameda ECHOJ

CMAR

Judicial Council of California Capital Program



County of Alameda Pilot CMAR Project

- Followed strict authority of SB328 as enacted under PCC Section 20146
- Modelled as a best value form of delivery based on JC program document templates with County specific requirements for labor and enhanced Construction outreach
- Approved as a pilot for a targeted single \$15M (\$25M total project cost) community center project to preserve project scope and budget
- Procurement undertaken at – 80% CD's; Turner special projects selected based on best value formula

County of Alameda Pilot CMAR Project

- CMAR preconstruction services utilized for VE; bid twice but exceeded GMP
- County leadership advised by capital program management to not continue with GC's decision to competitively bid as pre-Q DBB
- Project revised, re-bid with local small GC's - \$1.9M below target GMP at \$13M
- Low bid GC defaulted, project lost ~2 yrs+ in redesign/VE/rebidding/surety takeover
- Conclusion: Utilize CMAR early in design for appropriate projects; assess bid environment; procure experienced sources to meet GMP; make sure staff and management are well-versed and comfortable with open-book contract administration

CMAR Services

The background of the slide features a construction crane silhouetted against a vibrant sunset sky with shades of orange, pink, and blue. A semi-transparent white rectangular box is positioned in the center-left, containing the text 'CMAR Services'. The crane's lattice boom extends diagonally across the frame from the bottom right towards the top left.

CM at Risk Design Phase Services



- Management Plan
- Budget Estimates
- Value Engineering
- Constructability Review
- Bid Package Strategy
- Master Schedule
- Logistics Planning

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CM at Risk Bid Process

- Pre-Qualify Subcontractors if allowable by statute
- Advertise to Bid
- Invitation/ Instructions to Bidders
- Scope of Work Sheets including GC matrix
- Pre-Bid Meeting
- Bid Opening
- Evaluate Bids
- Owner Approves
- CMAR executes subcontracts

CM at Risk - GMP

CM at Risk Cost

(GC's + Fee + Precon Cost)

+

Subcontractors Bids

= GMP

+Contingency

(3% controlled by CM)
or owner per contract

Changes to the GMP

- Errors & Omissions
- Change of Scope
- Unforeseen Conditions Including Force Majeure

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CM at Risk Services - Construction Phase



- Field Management
- Cost/Schedule Management
- Safety Program
- Quality Program
- Project Close Out Process
- Warranty Period Service

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CMAR Lessons Learned

- When is GMP Established?
- Ownership of Design Errors/ Omissions
- Shared Savings Clauses
- **Contingency Ownership**
- Hidden Contingency/Allowances
- Are Trade Contractors Bonded?
- Self-Perform Work

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Contractual Issues



- Contingency
 - What's the right amount?
 - Correction of mistakes?
 - Pencil or Jackhammer?
 - Who owns the contingency?
- Unforeseen conditions
- Force Majeure changes
 - More flexibility

Questions? Thank you!

Other CMAR Projects in California



Cal Berkeley Memorial Stadium



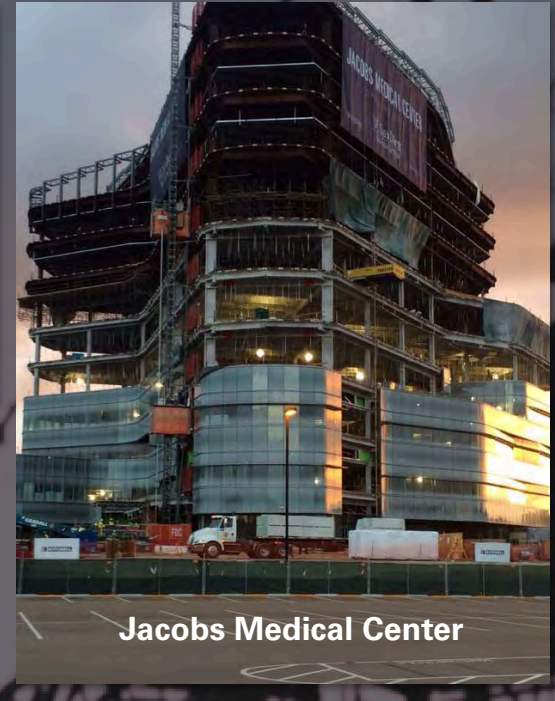
Fullerton State Steven Mihaylo Hall



Fresno State Library



Cal Poly Recreation Center



Jacobs Medical Center



Marian Medical Center



Cal Poly Recreation Center



JCC, Hollister Courthouse



WILLIE A. HOPKINS, JR., Director

1401 LAKESIDE DRIVE, OAKLAND, CALIFORNIA 94612 510 208 9700 FAX 510 208 9711 WWW.ACGOV.ORG/GSA/

COUNTY OF ALAMEDA

REQUEST FOR QUALIFICATIONS #13023

FOR

CONSTRUCTION MANAGER AT-RISK SERVICES

FOR

CHERRYLAND COMMUNITY CENTER PROJECT

For complete information regarding the project see RFQ posted at:
http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp

RESPONSE DUE
by or before
2:00 p.m.

on

July 29, 2016

at

Alameda County, GSA-Technical Services Department
1401 Lakeside Drive, Suite 900
Oakland, CA 94612

**REQUEST FOR QUALIFICATIONS
FOR
CONSTRUCTION MANAGER AT-RISK SERVICES

FOR

COMMUNITY CENTER PROJECT**

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**EXHIBIT “A” – CMR CONSTRUCTION QUALIFICATIONS
QUESTIONNAIRE**

**EXHIBIT “B” – FORMS AND CERTIFICATIONS REQUIRED TO BE
SUBMITTED WITH SOQ**

EXHIBIT “C” – CMR’S GENERAL CONDITIONS TABLE

EXHIBIT “D” – COUNTY EVALUATION PROCESS

EXHIBIT “E” – (INTENTIONALLY OMITTED)

EXHIBIT “F” – SOQ PROTEST/APPEALS PROCESS

**EXHIBIT “G” – EXCEPTIONS, CLARIFICATIONS AND
AMENDMENTS FORM**

**EXHIBIT “H” – CONTRACT FOR PRECONSTRUCTION AND
CONSTRUCTION SERVICES**

I. INTRODUCTION AND INFORMATION

A. Purpose of RFQ. The County of Alameda (“County”), through this Request for Qualifications (“RFQ”), is soliciting qualified firms, partnerships, corporations, associations, persons, or professional organizations (“Firm(s)” or “Contractor(s)” or “CMR(s)”) to submit a Statement of Qualifications (“SOQ(s)”) for construction manager at risk services (“Services”) to the County for the Cherryland Community Center Project.

B. PROJECT DESCRIPTION AND SCOPE OF WORK

The Community Development Agency, and the General Services Agency (“GSA”) have developed a design for a 18,500 square foot Cherryland Community Center for the residents of the greater unincorporated neighborhoods of Cherryland, San Lorenzo and Ashland (“Project”).

The Project is located at 278 Hampton Road (APN 413-35-010), 17482 Boston Road (APN 413-35-14-03) and the Meek Estate Park parking lot (APN 413-35-19-2) in the community of Cherryland in unincorporated Alameda County. The Project will be constructed on two parcels totaling approximately 56,968 square feet or approximately 1.3 acres. The total Project Area includes an existing parking lot and is approximately 2.2 acres and involves the construction of a new 17,500 square feet Cherryland Community Center and improvements to the existing Meek Estate Park parking lot. The facility will be operated and maintained by Hayward Area Recreational Parks District (“HARD”), which will operate the completed facility. HARD is also contributing the Boston Road parcel to the Project site and the improvement of their nearby Meek Estate parking lot.

The Cherryland Community Center will serve as a gathering place and community focal point for local residents of all ages. The Cherryland Community Center will include a lobby/reception gathering space area, a 5,000 square feet Community Event Room with adjoining courtyard and commercial kitchen, three (3) Multiple Activity Rooms, a Satellite Library, and additional space for pre-K facilities. The Cherryland Community Center will provide space for a number of uses, including wedding receptions, lectures, performances, speaking engagements, yoga, art and exercise classes; reading programs, library and computer/technology access and a diverse array of educational and recreational classes.

The Project site will accommodate 20 parking places. Currently with 56 places, the existing parking lot at the nearby Meek Estate will, as part of this scope, be improved and expanded to 105 total spaces.

C. CONSTRUCTION BUDGET & CONSTRUCTION SCHEDULE

The County has set the maximum budget for the construction of the Project at **Fifteen Million Dollars (\$15,000,000)**. The County’s intention is to agree upon a Guaranteed Maximum Price (“GMP”) based on Project Budget.

The County has the following preliminary project schedule requirements and expectations, which are subject to change at the County’s discretion, which are subject to change at the County’s discretion:

Duration of Preconstruction Phase	160 Days
Duration of Construction Phase	15 months
Completion of construction of Project	June 2018

D. STATUS OF PROJECT DESIGN

The design documents, consisting of design drawings and specifications, have been prepared by the architect-engineering (A-E) team headed by **Noll & Tam Architects**. The design documents are at approximately seventy-five percent (75%) construction documents. These, and all project documents referenced in this RFQ, are available for download at:

<https://onedrive.live.com/redir?resid=804A581F627962A4!4661&authkey=!AIxqmUBePeghFJM&ithint=folder%2c>

Other documents available for review in the preparation of a SOQ are: the County's geotechnical report, the Project's EIR documents and the Draft Site Remediation Plan (the scope of which is not within the CMR's Contract). These documents are for reference only. The County expects the selected CMR to review those documents during the Preconstruction Phase to ensure it fully understands the Project's Scope of Work and to confirm it can construct the Project for the Contract Price within the Preliminary Project Schedule.

The A-E team have also initiated discussion with Alameda County Fire Department (ACFD) with an initial fire/life safety review. Conditions of approval and deferred submittal requirements will be summarized in upcoming Addendum.

E. SITE HISTORY

1. Prior Uses

The Project's two parcels were previously part of a large agricultural complex surrounding the adjacent Meek Estate. The "Hampton" parcel contained a caretaker's residence and chicken coops, both of which were damaged by fire in early 2000's. The debris was subsequently demolished and razed across the site. Its removal is not part of this scope; see Current Status below.

2. Current Status

The County is performing remedial actions to mitigate lead and pesticide contamination at the site which was most recently used as a residence. The County's actions will include removal and off-site disposal of lead and/or pesticide contaminated soil as required to achieve California Department of Toxic Substances Control (DTSC) cleanup goals for residential development. The County will issue a notice to proceed to the successful Firm for the Construction Phase only after the County and DTSC conclude that these tasks are completed.

The County's efforts do not mean that all lead and pesticide impacted soil will be removed from the site. The successful Firm shall ensure that any soil removed from the site during construction is, at a minimum, tested for lead and pesticides to determine appropriate off-site reuse or disposal. Firms must review section 00 31 20 Existing Conditions Information, section 00 31 32 Geotechnical Data, and all provisions in the Contract Documents related to hazardous materials including, without limitation, section 00 45 46.04-Hazardous Materials Certification, section 00 45 46.06-Imported Material Certification and section 00 73 56-Hazardous Materials Procedures & Requirements.

F. SUMMARY OF THE SELECTION PROCESS

1. **Project Phases.** The Project has two phases: The Preconstruction Phase and the Construction Phase.
2. **CMR Requirements.** Each firm that desires to be considered as the CMR for the Project, must:
 - a) Attend a one of two Networking/RFQ Conferences;
 - b) Complete and timely submit an SOQ, which includes, without limitation, the CMR Construction Qualifications Questionnaire,” the “RFQ Questions,” and a “Professional Fees and Preliminary Proposal” (in a separate envelope). See the “SOQ CONTENT” section herein.
3. **County’s Evaluation and Selection Process.**
 - a) The County will evaluate the SOQs and Firms’ responses to the CMR Construction Qualifications Questionnaire to determine each Firm’s qualification points.
 - b) The County will award the Project, if it awards it at all, to the Firm with the lowest Best Value Score as further described in **Exhibit “D”** – County Evaluation Process for Request for Qualifications for Construction Manager At-Risk Services).
4. **Phase 1: Preconstruction**
 - a) There will only be one (1) contract awarded by the County, but the scope for the initial phase will only be for the Preconstruction Services as identified in Exhibit “A” (Scope of Services) of the CMR Contract and as further defined herein.
 - b) Work in this Phase is subject to County of Alameda SLEB requirements, further described below in the “**County’s SLEB Program**” section.
 - c) After performing the Preconstruction Services and consulting with Project Architect and after the construction documents are one hundred percent (100%) complete, the selected CMR firm will formally bid the work of the Project to subcontractors, including those in the County database. After those bids are received, and when the County determines that the final GMP and project requirements are set, County staff intends to bring a recommendation to the Board for approval of the GMP. A Notice to Proceed will be issued after all requirements are completed.
5. **Phase 2: Construction**
 - a) County intends to issue a Notice to Proceed to the selected Firm to begin the Construction Services Phase of the Project in accordance with the approved Contract Documents and the Master Schedule.
 - b) Work in this Phase is subject to County of Alameda ECOP requirements, further described below in the “**County’s ECOP Program**” section.

G. Contact. The County's GSA Technical Services Department ("TSD") is managing the RFQ process for the County. All contact during this process is to be through TSD only.

1. Any Firms contacting other County personnel, officers, or elected officials related in any way to this RFQ may be disqualified from the RFQ process.
2. Questions regarding this RFQ must be received in writing by Brian Laczko at brian.laczko@acgov.org by the time and date indicated in the Calendar of Events below.

H. Addenda. The GSA Contracting Opportunities website will be the official notification posting place of all Request for SOQs and Addenda. To view current contracting opportunities, go to: http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp. Firms must monitor that website for all information regarding this RFQ. The County is not responsible for sending individual notification of changes or updates. It is the sole responsibility of the Firms to remain apprised of changes to this RFQ.

I. Not a Bid. This RFQ is not a formal request for bids, or an offer by the County to contract with any Firm(s) responding to this RFQ. The County also reserves the right to amend this RFQ as necessary. All materials submitted to the County in response to this RFQ shall remain the property of the County. The County reserves the right to seek SOQs from, or to contract with, any Firm(s) not participating in this process. The County shall not be responsible for the costs of preparing any SOQ in response to this RFQ. The County reserves the right to award to a single Firm or multiple Firms. The County has the right to decline to award this contract to all Firms for any reason. The County reserves the right to reject any or all responses that materially differ from any terms contained herein or from any Exhibits attached hereto, and to waive informalities and minor irregularities in responses received.

J. Payment of Prevailing Wage.

1. The selected Firm and its subcontractors shall pay all workers on the Project not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed, pursuant to sections 1770 et seq. of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed, as determined by the Director of the Department of Industrial Relations, are on file at the County's principal office. Prevailing wage rates are also available on the internet at (<http://www.dir.ca.gov>).
2. Firms shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its Certified Payroll Records to the Labor Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations. Labor Code section 1771.1(a) states the following:

"A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code,

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

K. Services. The Services for the Project will be separately authorized in two (2) phases: the Preconstruction Phase and the Construction Phase and will include, without limitation, all the Services or Work indicated in the Contract for Preconstruction and Construction Services, attached hereto as **Exhibit “H.”**

L. Calendar of Events. The dates, times and locations below are subject to change by the County at its discretion. All Firms should regularly check the following website for any changes to this calendar:

http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp

Event	Date/Location
RFQ Issued	JUNE 24, 2016
MANDATORY 1 st Networking/RFQ Conference Attendance at one of the conferences is required	JULY 6, 2016 / 11 AM, 1111 JACKSON ST., OAKLAND, CA ROOM 226
MANDATORY 2 nd Networking/RFQ Conference Attendance at one of the conferences is required	JULY 7, 2016 / 1 PM, 1111 JACKSON ST., OAKLAND, CA ROOM 226
Emailed-Written Questions Due	<u>BY</u> JULY 13, 2016 / 2 PM
Final Addendum Issued	JULY 14, 2016
<u>Sealed SOQs Due</u>	<u>JULY 29, 2016 / 2 PM,</u> <u>1401 LAKESIDE, ROOM 900,</u> <u>OAKLAND, CA</u>
Evaluation Period Ends	AUGUST 18, 2016
Interviews	SEPT 1- SEPT 7, 2016
Board Decision on Firm	OCTOBER 4, 2016

M. Networking Conference. The County shall only accept SOQs from Firms that have attended at least one (1) of the County’s two (2) networking/RFQ conference(s), each of which will be held to:

1. Provide an opportunity for small and local and emerging businesses (SLEBs) and large firms to network and develop partnering relationships in order to participate in the contract(s) that may result from this RFQ.

2. Provide an opportunity for Firms to ask specific questions about the Project(s) and request RFQ clarification.
3. Provide Firms an opportunity to receive documents or information necessary to respond to this RFQ.
4. Provide the County with an opportunity to receive feedback regarding the Project(s) and this RFQ.

Written questions submitted prior to the networking/RFQ conference(s), in accordance with the Calendar of Events, and verbal questions received at the networking/RFQ conference(s), will be addressed whenever possible at the networking/RFQ conference(s). Substantive questions will be addressed and will be included in an RFQ Addendum following the networking/RFQ conference(s) in accordance with the Calendar of Events.

- N. County's SLEB Program.** Any Firm selected to perform Preconstruction Phase Services must comply with the requirements of the County's Small Local Emerging Business (SLEB) program as further described in the documents attached in **Exhibit "B"**.
- O. County's ECOP Program.** Any Firm selected to perform Construction Phase Services must comply with the County's Enhanced Construction Outreach Program (ECOP) as further described in **Document 00 22 19 (Supplementary Instructions to CMR- Enhanced Construction Outreach Program)**.
- P. County's Project Stabilization / Community Benefit Agreement (PSCBA).** Any Firm selected to perform Construction Phase Services must comply with the County's current PSCBA that the County has entered into with the Building & Construction Trades Council of Alameda County.
The PSCBA and associated requirements are attached in **Document 00 73 49**.
- Q. Burma Contracting.** It is County policy to minimize the expenditure of County funds on goods and services produced by any entity which buys, sell, leases or distributes commodities and/or professional services to (1) the government of Burma; or (2) any entity organized under the laws of Burma; or (3) any entity which does business with any private or public entity located in Burma, or conducts operations in Burma. Firms are required to comply with the policy in making purchases and subcontracts. (ref. Alameda County, Cal., Adm.Code tit.4, §4.32.050(B),(F)).
- R. CMR's Subcontractors.**

1. A successful Firm must also provide public notice of the availability of the work to be subcontracted in accordance with the publication requirements applicable to the competitive bidding process of the County (Public Contract Code §20146 (c) (1)). At a minimum, the County's formal bidding requirements are as stated in Public Contract Code section 20125, which states:

"... cause an advertisement for bids for the performance of the work to be published pursuant to Section 6062 of the Government Code in a daily

newspaper, or pursuant to Section 6066 of the Government Code in a weekly newspaper, of general circulation published in the county. If there is no such newspaper published in the county, the notice shall be given by posting in three public places for at least two weeks.”

2. All subcontractors bidding on the Project shall be afforded the protections of the Subletting and Subcontracting Fair Practices Act (Cal. Public Contract Code §§4100 et seq.).

II. SUBMITTAL OF SOQS

- A.** All SOQs must be **sealed** and received at the time, date, and location indicated in the Calendar of Events. Any SOQ received after that stated time and/or date or at a place other than the stated address cannot be considered and will be returned to the Firm unopened.

AS PART OF ITS SOQ, FIRM MUST SUBMIT ITS PRECONSTRUCTION FEES AND PRELIMINARY PROPOSAL IN A SEPARATE SEALED ENVELOPE – SEE THE “PROFESSIONAL FEES AND PRELIMINARY PROPOSAL” SECTION BELOW FOR DETAILS.

- B.** If hand delivering an SOQ, please allow time for metered street parking or parking in the area's public parking lots and entry into the secure building.
- C.** The GSA Procurement and/or TSD's timestamp shall be the official timepiece for the purpose of establishing the actual receipt of SOQs.
- D.** Firm's name and return address must also appear on the mailing package.
- E.** No electronically transmitted, e-mailed, or facsimile SOQs will be considered.
- F.** By submission of its SOQ, Firm agrees and acknowledges all RFQ specifications, terms and conditions, and indicates ability to perform.
- G.** Only one (1) SOQ response will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one SOQ.
- H.** It is the responsibility of the Firms to clearly identify information in their SOQ responses that they consider to be confidential under the California Public Records Act. For more information, see: <http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm>

III. SOQ FORMAT

- A.** SOQ responses are to be straightforward, clear, concise, and specific to the information requested. Submit, in 8-1/2 x 11 format, one (1) original plus four (4) copies of the SOQ, plus a copy shall be submitted on a read-only CD or solid-state memory device in “PDF” format.
- B.** Original SOQ is to be clearly marked, printed on plain white paper, and must be in a 3-ring binder (NOT bound).
- C.** It is preferred that all SOQs submitted shall be printed double-sided and on a minimum of 30% post-consumer recycled content paper. Inability to comply with this recommendation will have no impact on the evaluation and scoring of the SOQ.
- D.** Submittals shall contain only material directly related to the Firm’s response to requirements, not general marketing materials. Firms must organize information under tabs in the same order delineated below under “Response Content.”
- E.** In order for its SOQ to be considered complete, Firm must provide all information requested.

IV. SOQ CONTENT

- A. Letter of Interest.** A dated Letter of Interest must be submitted that includes the legal name of the Firm, address, telephone and fax numbers, and the name, title, and signature of the person(s) authorized to submit the SOQ on behalf of the Firm. The Letter of Interest should provide a brief statement of Firm's experience and indicate the unique background and qualities of the Firm, its personnel, and its sub-consultants, and what will make the Firm a good fit for work in the County.
- B. Table of Contents.** A table of contents of the material contained in the SOQ should follow the Letter of Interest.
- C. Executive Summary.** The executive summary should contain an outline of Firm's construction management approach along with a brief summary of Firm's qualifications. Not to exceed one (1) page.
- D. Firm Philosophy.** Describe Firm's philosophy and how Firm intends to work with the County's administration officials including project managers, facilities directors, and site personnel to perform the Services and to develop techniques and responses related to the unique challenges of County's program requirements. Not to exceed two (2) pages.
- E. Form of CMR Contract.** Attached hereto as **Exhibit "H"** is a form of Contract for Preconstruction and Construction Services ("CMR Contract"), including the indemnification provision that the County includes in its CMR Contract. Firm must provide any proposed revisions, if any, to County's form of CMR Contract in its response. **PLEASE NOTE: The County will not consider any substantive changes to the form of CMR Contract if those revisions are not submitted with Firm's response to this RFQ.** The County reserves the right to revise the form of CMR Contract, at its sole discretion.
- F. County Forms and Certifications.** See **Exhibit B**.
- G. CMR Construction Qualifications Questionnaire.** As stated herein, the County's selection shall be based on all criteria for all phases of the Project.
1. To assist the County in its evaluation of Firm's ability to perform the Services, Firm must fully complete and submit the CMR Construction Qualifications Questionnaire, attached hereto as **Exhibit "A"** ("Questionnaire").
 2. Note that the Questionnaire requires Firm to submit financial statement(s) in a separate sealed envelope.
 3. As with all responses in the SOQ, Firm's Questionnaire shall be deemed nonresponsive if, without limitation, Firm's Questionnaire is not returned on time, does not provide all requested information, is not signed under penalty of perjury by an individual who has the authority to bind Firm, is not updated as required or is misleading or inaccurate in any material manner (e.g., financial resources are overstated; previous violations of law are not accurately reported, etc.).
- H. RFQ Questions**

1. **Preconstruction Services.** For any project listed in the Questionnaire, indicate for which of those projects Firm also provided all or some of the Preconstruction Phase Services. Provide detailed information, qualifications and past experience demonstrating Firm's expertise to provide the Preconstruction Phase Services.
2. **CMR Projects.** For any project listed in the Questionnaire, indicate for which of those project(s) Firm were delivered using a CMR process. Provide detailed information, qualifications and past experience demonstrating Firm's expertise using this method.
3. **Value Engineering.** For any project listed in the Questionnaire, indicate for which of those projects Firm also provided any value engineering directed at analyzing designed building features, systems, equipment, and material selections for the purpose of achieving essential functions at the lowest life cycle cost consistent with required performance, quality, reliability, and safety.
4. **Personnel/Subconsultants.** Include resumes of Firm's key personnel and Firm's subconsultants' key personnel (collectively "Key Personnel") who would be performing Services for the County.
 - a) Specifically define the role of each Key Personnel and outline his or her individual experience and responsibilities.
 - b) Indicate all Key Personnel who will serve as primary contact(s) for the County.
 - c) Indicate Firm's and the Key Personnel's availability to provide the Services.
 - d) Distinguish the Key Personnel used in each of the Project's two phases, the Preconstruction Phase and the Construction Phase.
 - e) Resumes of Key Personnel shall show relevant experience for the Project's scope as well as the length of employment with Firm.
 - f) Describe how Firm's team and Key Personnel will work with the County and GSA staff.
 - g) Indicate where the project managers and Key Personnel for each firm on Firm's team will be physically located.
5. **Budget.** Describe how Firm intends to assist County in meeting established project budgets and in prioritizing project construction to meet budgets.
6. **Schedule.** Discuss Firm's ability to meet construction schedules for comparable projects, Firm's schedule preparation and management procedures, and how Firm has successfully handled potential delays both for the contract documents and for field changes.

7. **Political Environment.** Describe Firm's experience managing projects within political environments including facilitation of community involvement in the construction process.
8. **Small Local Emerging Business Program (SLEB).** Describe how Firm will comply with the County's SLEB Program during the Preconstruction Phase, with particular reference to any mentoring or capacity developing strategies represented by partnering with local Alameda County firms.
9. **Enhanced Construction Outreach Program (ECOP).** Describe Firm's strategies to meet or exceed the goals of the ECOP Program during the Construction Phase.
10. **Elation.** Describe Firm's prior experience with Elation Systems (or similar contract compliance management systems).
11. **First Source.** Acknowledge and describe Firm's strategies in meeting the County's First Source Programs.
12. **Environmental.** Describe Firm's efforts to perform all Services in an environmentally responsible manner.
13. **Firm Education.** Indicate ongoing commitment to professional education of staff, total number of permanent employees, and any other data that may assist the County in understanding Firm's qualifications and expertise.
14. **Conflict of Interest.** If applicable, provide a statement of any recent, current, or anticipated contractual obligations that relate to similar work that may have a potential to conflict with Firm providing the Services to the County.
15. **Additional Information.** Provide any additional helpful information, options or features related to Firm's program or its services that will assist in the County's evaluation and selection process.

I. Professional Fees and Preliminary Proposal.

PROVIDE THE FOLLOWING INFORMATION IN A SEPARATE SEALED ENVELOPE AS PART OF FIRM'S SOQ:

1. **Preconstruction Phase Services:** State what Firm will charge to provide the Preconstruction Phase Services as identified in **Section 2 of Exhibit "A" (Scope of Services for "Preconstruction Services Phase") of the CMR Contract**, based on either identified hourly fees or for specific sums for identified tasks. Provide a total charge for the Preconstruction Phase Services based on anticipated hours work, etc.
2. **Preliminary Construction Services Proposal.** Firm shall provide a preliminary proposal to perform the Construction Phase Services for the Project, by providing Firm's charge to the County for the following items. The County understands that some of these amounts may change based on Firm's more detailed analysis of the Project.
 - a) **General Conditions:** Utilizing the following table, provide as a **full Project lump sum amount**, Firm's total charge for its General Conditions in its performance of the Work of the Project.

Total of CMR's General Conditions in its performance of the Work , which is the sum of all items detailed below.	\$ _____
Labor Costs	\$ _____
Materials	\$ _____
Equipment	\$ _____
Temporary Facilities	\$ _____
Insurance (non-OCIP)	\$ _____
Bonds, <u>not</u> including Subcontractor bond or subcontractor default insurance costs.	\$ _____
[Other]_____	\$ _____
[Other]_____	\$ _____

- (1) Do **not** list the General Conditions as a percentage of Project costs.
- (2) Firm must provide its total cost for **all** of the items indicated as "CMR's General Conditions in its Performance of the Work" in the CMR's General Conditions Table above.

(3) As additional information, Firm can indicate if it intends to have subcontractor(s) be responsible for some of the General Conditions items as part of the “Direct Cost of Work,” or if Firm intends to include additional items as General Conditions. This additional information does not change Firm’s requirement to provide its General Conditions exactly as indicated in the CMR’s General Conditions Table based on the “CMR’s General Conditions in its Performance of the Work.”

- b) **Mark-up on Subcontractor Work:** Provide as a percentage of the amount for which the mark-up applies. Firm shall provide a breakdown of the mark-up or any information that will assist the County’s evaluation of this proposed item. Firm shall not increase the proposed mark-up provided in its SOQ. If selected by the County, Firm’s proposed mark-up set forth in its SOQ shall be used **as a set, lump sum amount** in its Contract with the County for the Project and will not be increased.
- c) **Mark-up on Direct Costs for Self-Performed Work:** Provide as a percentage of the amount for which the mark-up applies. Firm shall provide a breakdown of the mark-up or any information that will assist the County’s evaluation of this proposed item. Firm shall not increase the proposed mark-up provided in its SOQ. If selected by the County, Firm’s proposed mark-up set forth in its SOQ shall be used **as a set, lump sum amount** in its Contract with the County for the Project and will not be increased.
- d) **Fee:** If Firm intends to charge a fee, overhead, profit, or similar charge in addition to the “mark-ups” indicated above, please state what that charge is as a percentage of the amount for which the mark-up applies. Firm shall not increase the proposed fee provided in its SOQ. If selected by the County, Firm’s proposed fee set forth in its SOQ shall be used **as a set, lump sum amount** in its Contract with the County for the Project and will not be increased.
- e) **Other Costs:** Any other costs, fees, or charges Firm intends to charge the County to perform the Work of the Project. Firm shall not increase the proposed costs provided in its SOQ. If selected by the County, Firm’s proposed costs set forth in its SOQ shall be used in its Contract with the County for the Project.

3. The County will use the Fee for Preconstruction Phase Services and the Preliminary Construction Services Proposal in Step 4 of the County’s Evaluation Process to determine the Best Value Score. See Exhibit D for detailed breakdown.

- J. Exhibits/Attachments.** Firm shall include in its submittal completed and signed documentation for all listed Exhibits, including any attachments required by the Exhibits. Any material deviation from these requirements may be cause for rejection of the SOQ, as determined in the County’s sole discretion. The County policies, rules, and regulations included with or referenced by this RFQ are subject to change and may be amended from time to time. Firms will be subject to and comply with the most recent version of the

applicable County policies, rules, and regulations then existing, unless otherwise indicated, at the issuance of any request for proposals from qualifying Firms.

V. COUNTY EVALUATION PROCESS.

All SOQs will be evaluated by a County Selection Committee in accordance with County's Evaluation Process and Evaluation Criteria, attached hereto as **Exhibit "D."** The County's Evaluation Process and Evaluation Criteria shall take into consideration both the qualification of Firm, as demonstrated by Evaluation Criteria, and by the cost proposed to provide the Services.

A. Explanation of Scoring Framework. Through this RFQ, the County shall utilize a best value method to select one Firm to provide the Services. The selection shall be based on all criteria for all phases of the Project. The County Selection Committee shall evaluate Firms' SOQs as fully set forth in the County's Evaluation Process and Evaluation Criteria, attached hereto. That process, which is described in detail in **Exhibit "D,"** is generally as follows:

Step 1 – Scoring of SOQ Responses and Responses to Questionnaire. County evaluates and scores Firms' SOQs, including the required RFQ Questions described herein and the Qualification Questionnaire attached hereto. Firms that meet or exceed the minimum qualification points required at the conclusion of Step 1 will move onto Step 2 – References.

Step 2 – References. County contacts and scores only the references of Firms that have met or exceeded the minimum total qualification points required at the conclusion of Step 1. Firms that meet or exceed the minimum qualification points required at the conclusion of Step 2, *which combines Firm's Step 1 and Step 2 scores*, will move onto Step 3 – Interview.

Step 3 – Interview Scoring. County interviews only Firms that have met or exceeded the minimum total qualification points required at the conclusion of Step 2 (the combined scores of Step 1 and Step 2). For Step 3, qualification points earned by Firms in Step 1 and Step 2 will be set aside and the qualification points of each Firm that makes it to Step 3 will be "reset" moving into Step 3.

Step 4 – Determination of Best Value Score. County determines Firms' Best Value Score by dividing the Firm's Total Proposed Cost by the Firm's total qualification points at the conclusion of the Step 3 Interview. Each Firm's Best Value Score will be compared to the other Firms completing Step 3 and the County will select the Firm, if it selects any Firm, with the *lowest* Best Value Score. All Firms invited to interview with the County will be notified of the results of Step 4 Scoring Results.

B. If the County and a successful Firm are unable to agree on the terms of the CMR Contract, the County may request proposals and pricing from other Firm(s) that respond to this RFQ. The County does not intend to open a new request for qualification process for the Project(s), but reserves the right to do so, at its sole discretion.

VI. REJECTION OF SOQs.

The County may reject any or all SOQs and may or may not waive an immaterial deviation or defect in an SOQ. The County's waiver of an immaterial deviation or defect shall in no way modify the RFQ or excuse a Firm from full compliance with the RFQ. The County reserves the right to accept or reject any or all of the items in an SOQ, and to award the contract in whole or in part.

VII. OTHER COUNTY REQUIREMENTS

A. Small/Local Business Participation. The County is vitally interested in promoting the growth of small and emerging local businesses by means of increasing the participation of these businesses in the County's purchase of goods and services. As a result of the County's commitment to advance the economic opportunities of these businesses, Firms must meet the County Small Local and Emerging Business (SLEB) Program.

1. Elation.

- a) Alameda County utilizes the Elation Systems contract compliance application as part of its commitment to assist contractors to conveniently comply with legal and contractual requirements. Elation Systems, a secure web-based system, was implemented to monitor compliance and to track and report SLEB participation in County contracts.
- b) The prime contractor and all participating local and SLEB subcontractors awarded contracts are required to use Elation Systems to submit SLEB Program information including, but not limited to, monthly progress payment reports and other information related to SLEB participation. Use of Elation Systems, support, and training is available at no charge to prime contractors and subcontractors participating in County contracts.
- c) Upon contract award, the County will provide contractors and subcontractors a code that will allow them to register and use Elation Systems free of charge.
- d) It is the contractor's responsibility to ensure that they and their subcontractors are registered and trained, as required, to utilize Elation Systems.

B. First Source Program. The County is vitally interested in supporting our Alameda County employed and underemployed residents. Contractors awarded contracts for goods and services for \$100,000 or more as a result of this RFQ are required to agree to this program. For more details, visit: <http://acgov.org/auditor/sleb/sourceprogram.htm>.

C. Environmentally Friendly Packaging. The County is an environmentally-responsible employer and seeks all practical opportunities for waste reduction and recycling. The County, therefore, encourages its contractors to reduce waste volume and toxicity by using environmentally-friendly packaging material whenever possible. Options may include backhauling product packaging to the supplier for reuse or recycling, shipping in bulk or reduced packaging, using soy bean-based inks for packaging printing, using recycled product

packaging, or using recyclable or reusable packaging material. The County encourages all contractors for goods and services to adhere to these principles where practicable.

- D. Amended County Policies.** Any and all County policies, rules, and regulations included with or referenced by this RFQ are subject to change and may be amended from time to time. Firms will be subject to and shall comply with the most recent version of all applicable County policies, rules, and regulations then existing, unless otherwise indicated, at the issuance of any request for proposals from qualifying Firms.
- E. Protest / Appeals Process.** Attached hereto as **Exhibit “F”** is a copy of the County’s “SOQ Protest / Appeals Process” that applies to this RFQ. All Firms that seek to file an appeal or a protest must follow this process.

EXHIBIT “A” – CMR CONSTRUCTION QUALIFICATIONS QUESTIONNAIRE

COUNTY OF ALAMEDA

GSA PROJECT #13023

CMR (OR “FIRM”) INFORMATION			
CMR’s company name:			
Address:			
Telephone:			
Mobile telephone:			
E-mail:			
Years in business under current company name:			
Years at the above address:			
Types of work performed with own forces:			
Gross revenue of the Firm for the past three (3) years:			
	\$	\$	\$
<i>Submit in a separate sealed envelope an audited or reviewed financial statement for the past two (2) full fiscal years. A letter verifying availability of a line of credit may also be attached; however, it will be considered as supplemental information only, and is not a substitute for the required financial statement.</i>			
Name of license holder exactly as on file with the California State License Board:			
License classification(s):			
License Number(s):			
License expiration date(s):			
DIR Registration Number:			
Responsible Managing Officer (RMO) or Employee (RME) for CMR:			
Number of years license holder has held the listed license(s):			
Number of years CMR has done business in California under contractor's license law:			
Number of years CMR has done business in California under CMR's current license number:			
Has your Firm changed name(s) or license number(s) in the past five (5) years? (Y / N). If “yes”, explain on a separate signed sheet, including the reason for the change.			
Has there been any change in ownership of the Firm at any time in the past five (5) years? NOTE: A corporation whose shares are publicly traded is not required to answer this question. (Y / N). If “yes”, explain on a separate signed sheet, including the reason for the change.			

Is the Firm a subsidiary, parent, holding company, or affiliate of another construction firm? **NOTE:** Include information about other firms if one firm owns ten percent (10%) or more of another, or if an owner, partner, or officer of your Firm holds a similar position in another firm. (Y / N). If “yes”, explain on a separate signed sheet, the name of the related company(ies) and the percent ownership.

Indicate the form of CMR’s firm (type of business entity):

- ☐ Individual
☐ Sole Proprietorship
☐ Partnership
☐ Limited Partnership
☐ Corporation, State: _____
☐ Limited Liability Company
☐ Joint Venture
☐ Other: _____

List the following for each corporation officer, general partner, limited partner, owner, etc. (as applicable) for the CMR’s type of entity. For joint ventures, include this information for each entity in the joint venture and the percent ownership of each joint venture. Attach all additional information on separate signed sheets as needed.

Name	Position	Years with Co.	% Ownership

Identify every construction firm, contractor and/or construction management firm that the CMR or any person listed above has been associated with (as officer, general partner, limited partner, owner, RMO, RME etc.) at any time during the ***past five (5) years*** (“Associated Firm”). Include all additional references and/or information on separate signed sheets. **NOTE:** For this question, “owner” and “partner” refers to ownership of ten percent (10%) or more of the business, or ten percent (10%) or more of its stock if the business is a corporation. include all additional information on separate signed sheets as needed.

Name of Person at Associated Firm	Name of Associated Firm	CMR's License No. of Associated Firm	Dates of Person's Participation with Associated Firm

CMR'S BONDING COMPANY (SURETY) INFORMATION

Name(s) & address(es) of bonding company(ies) your Firm has utilized over the past five (5) years (not broker or agency):

Number of years CMR has been with those bonding companies/sureties:

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Name of broker/agent:

Address of broker/agent:

Telephone number of broker/agent:

E-mail of broker/agent:

CMR's total current bonding capacity: \$

CMR'S INSURANCE INFORMATION

Name(s) & address(es) of insurance company(ies) your Firm has utilized over the past five (5) years (not broker or agency):

"Best" rating(s) for those insurance companies:

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Number of years CMR has been with those insurance companies:

--	--	--

Name of broker/agent:

Address of broker/agent:


Telephone number of broker/agent:

E-mail of broker/agent:

CMR's current insurance limits for the following types of coverage:

Commercial General Liability	Combined Single Limit (per occurrence)	\$
	Combined Single Limit (aggregate)	\$
Product Liability & Completed Operations	(aggregate)	\$
	(per occurrence)	\$
Automobile Liability – Any Auto	Combined Single Limit (aggregate)	\$

Automobile Liability – Any Auto	Combined Single Limit (per occurrence)	\$
Employers’ Liability		\$
Builder’s Risk (Course of Construction)		
Professional Liability (Errors and Omissions)	(aggregate)	\$
	(per occurrence/per claim)	\$
Workers’ Compensation Experience Modification Rate for the past five (5) premium years:		
(1) Current year:	(2)	(3)
	(4)	(5)

PASS/FAIL QUESTIONS	
1. Has your Firm contracted for and completed construction of a minimum of: <ul style="list-style-type: none"> • Three (3) public entity or private entity construction projects (One of these projects must be with a public entity), and • Each with a value of at least \$3,000,000 (One of these projects must be over \$10,000,000), and • All within the past five (5) years? <p style="text-align: right;">(Please circle one - Yes or No)</p> <p>NOTE: You must list these projects in the “CMR Project References” Section.</p>	<div style="text-align: right;">YES NO</div> NO = cannot qualify
2. Does your Firm currently have a Commercial General Liability insurance at the following minimum limits: At least \$2 million Combined Single Limit (per occurrence) and \$5 million Combined Single Limit (aggregate)? <p style="text-align: right;">(Please circle one)</p>	<div style="text-align: right;">YES NO</div> NO = cannot qualify
3. Does your Firm currently have a Workers’ Compensation Insurance policy as required by California law? <p style="text-align: right;">(Please circle one)</p>	<div style="text-align: right;">YES NO</div> NO = cannot qualify
4. Does your Firm currently hold all contractors’ license(s) necessary to perform the work and have those license(s) been consistently active for at least five (5) years without revocation or suspension? <p style="text-align: right;">(Please circle one)</p>	<div style="text-align: right;">YES NO</div> NO = cannot qualify
5. Has your Firm or an Associated Firm been found non-responsible, debarred, disqualified, forbidden, or otherwise prohibited from performing work and/or bidding on work for any public agency within California within the past five (5) years? <p style="text-align: right;">(Please circle one)</p> The County’s debarment policy is located here: (http://www.acgov.org/gsa/departments/purchasing/policy/debar.htm)	<div style="text-align: right;">YES NO</div> YES = cannot qualify
6. Has your Firm or an Associated Firm defaulted on a contract or been terminated for cause by any public agency on any project within California within the past five (5) years and, if so and if challenged, has that default or termination been upheld by a court or an arbitrator? <p style="text-align: right;">(Please circle one)</p>	<div style="text-align: right;">YES NO</div> YES = cannot qualify
7. Has your Firm or an Associated Firm or any of their owners or officers been convicted of a crime under federal, state, or local law involving: <ul style="list-style-type: none"> (1) Bidding for, awarding of, or performance of a contract with a public entity; (2) Making a false claim(s) to any public entity; or (3) Fraud, theft, or other act of dishonesty to any contracting party within the past ten (10) years ? (Please circle one)	<div style="text-align: right;">YES NO</div> YES = cannot qualify
8. Has a performance bond surety for your Firm or a performance bond surety for an Associated Firm had to: <ul style="list-style-type: none"> (1) Take over or complete a project, (2) Supervise the work of a project, or (3) Pay amounts to third parties, related to construction activities of your Firm or an Associated Firm within the past five (5) years? <p style="text-align: right;">(Please circle one)</p>	<div style="text-align: right;">YES NO</div> YES = cannot qualify
<div style="display: flex; align-items: center;">  <div> <p>If you answered: “NO” to questions 1-3 or “YES” to questions 4-8, then STOP. You are not eligible for qualification at this time.</p> </div> </div>	

EVALUATED QUESTIONS	
1. Has your Firm paid liquidated damages pursuant to a contract for a project with either a public or private owner within the past five (5) years? (Please circle one) If YES, explain and indicate on separate signed sheet(s) the project name(s), damages(s), and date(s).	<u>YES</u> <u>NO</u>
2. Has your Firm paid a premium of more than one percent (1%) for a performance and payment bond on any project(s) within the past five (5) years? (Please circle one) If YES, explain and indicate on separate signed sheet(s) the project name(s), the premium amount(s), and date(s).	<u>YES</u> <u>NO</u>
3. Has any insurer had to pay amounts to third parties that were in any way related to construction activities of your Firm within the past five (5) years? (Please circle one) If YES, explain and indicate on separate signed sheet(s) the project name(s), the amount(s) paid, and date(s).	<u>YES</u> <u>NO</u>
4. Has any insurer, for any form of insurance, refused to renew the insurance policy for your Firm within the past five (5) years? If YES, explain and indicate on separate signed sheet(s) the form of insurance and the year and basis of the refusal.	<u>YES</u> <u>NO</u>
5. Has your Firm's Workers' Compensation Experience Modification Rate exceeded 1.0 at any time for the past five (5) premium years? (Please circle one) If YES, explain and indicate on separate signed sheet(s) the EMR(s) and the applicable date(s).	<u>YES</u> <u>NO</u>
6. Has there been a period when your Firm had employees but was without workers' compensation insurance or state-approved self-insurance within the past five (5) years? (Please circle one) If YES, explain and indicate on separate signed sheet(s) the reason(s) for not having this insurance and the applicable date(s).	<u>YES</u> <u>NO</u>
7. Has your Firm declared bankruptcy or been placed in receivership within the past five (5) years? (Please circle one) If YES, explain and indicate on separate signed sheet(s) the type of bankruptcy, the Firm's current recovery plan, and the applicable date(s).	<u>YES</u> <u>NO</u>
8. Has your Firm been denied bond coverage by a surety company, or has there been a period of time when your Firm had no surety bond in place during a public construction project when one was required within the past five (5) years? (Please circle one) If YES, provide details on a separate signed sheet indicating the date(s) when your Firm was denied coverage and the name of the company or companies which denied coverage; and the period(s) during which you had no surety bond in place.	<u>YES</u> <u>NO</u>
9. Has a project owner, general contractor, architect, or construction manager filed claim(s) in an amount exceeding \$50,000 against your Firm, or has your Firm filed	<u>YES</u> <u>NO</u>

	<p>claim(s) in an amount exceeding \$50,000 against a project owner, general contractor, architect, or construction manager in the past five (5) years? (Please circle one)</p> <p>If YES, explain and indicate on separate signed sheet(s) the project name(s), claim(s) and the date(s) of claim(s).</p>	
10.	<p>Has your Firm or an Associated Firm been cited and/or assessed any penalties for non-compliance with state and/or federal laws and/or regulations, including public bidding requirements and Labor Code violations, within the past five (5) years? (Please circle one)</p> <p>If YES, indicate on separate signed sheet(s) the project name(s), violation(s), and date(s) of citation(s) and/or assessment(s).</p>	<p><u>YES</u> <u>NO</u></p>
11.	<p>Has your Firm been cited and/or assessed penalties by the Environmental Protection Agency, any air quality management district, any regional water quality control board, or any other environmental agency within the past five (5) years? (Please circle one)</p> <p>If YES, indicate on separate signed sheet(s) the project name(s), violation(s), and date(s) of citation.</p>	<p><u>YES</u> <u>NO</u></p>
12.	<p>Has CAL OSHA and/or federal Occupational Safety and Health Administration cited and assessed penalties against your Firm, including any “serious,” “willful” or “repeat” violations of safety or health regulations within the past five (5) years? (Please circle one)</p> <p>If YES, indicate on separate signed sheet(s) the project name(s), violation(s), and date(s) of citation. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.</p>	<p><u>YES</u> <u>NO</u></p>
13.	<p>Has your Firm been cited for violations of the Contractor’s State License Law (Business and Professions Code § 7000 et seq.), excluding alleged violations of federal or state law including the payment of wages, benefits, apprenticeship requirements, or personal income tax withholding, within the past five (5) years? (Please circle one)</p> <p>If YES, indicate on separate signed sheet(s) the name and owner of the project(s), the nature of the violation(s), and the date(s) of the citation(s).</p>	<p><u>YES</u> <u>NO</u></p>
14.	<p>Has your Firm been required to pay either back wages or penalties for its failure to comply with California’s prevailing wage laws, with California’s apprenticeship laws or regulations, or with federal Davis-Bacon prevailing wage laws within the past five (5) years? (Please circle one)</p> <p>If YES, indicate on separate signed sheet(s) the project name(s), the nature of the violation(s), the name and owner of the project(s), the number of employees who were initially underpaid and the amount of back wages and penalties that your Firm was required to pay.</p>	<p><u>YES</u> <u>NO</u></p>
15.	<p>Does your Firm have a written Quality Assurance/Quality Control (“QA/QC”) program? (Please circle one)</p>	<p><u>YES</u> <u>NO</u></p>

	If YES, indicate on separate signed sheet(s) a description of your Firm's QA/QC program.	
16.	Does your Firm require weekly , documented safety meetings to be held for construction employees and field supervisors during the course of a project? (Please circle one)	<u>YES</u> <u>NO</u>
17.	Does your Firm have a written Injury and Illness Prevention Program ("IIPP") that complies with California Code of Regulations, Title 8, sections 1509 and 3203? (Please circle one)	<u>YES</u> <u>NO</u>
18.	Provide in the space below the name, address and telephone number of the apprenticeship program (approved by the California Apprenticeship Council) from whom you intend to request the dispatch of apprentices to your Firm for use on any public work project for which you are awarded a contract by the County.	
	Name:	
	Address:	
	Telephone:	

CMR PROJECT REFERENCES

List **ALL** projects in which your Firm has participated as a prime contractor or first-tier subcontractor during the past **five (5) years** with a firm contract value of more than **\$3,000,000**.

- You may limit your response to the **eight (8)** most-recently completed projects.
- Include all information indicated below on separate signed sheets as necessary, and explain or clarify any response as necessary.
- Describe any value engineering performed on the listed projects directed at analyzing designed building features, systems, equipment, and material selections for the purpose of achieving essential functions at the lowest life cycle cost consistent with required performance, quality, reliability, and safety.
- If your Firm advances to Step 3 of the Evaluation Process, **three (3)** of these References will be contacted. See Exhibit "D" (County Evaluation Process for Request for Qualifications for CMR Services) for more detail.

Project Name/Identification:

Project address/location:

Project owner, contact person, and telephone:

Project architect name and telephone number:

If Firm was a subcontractor on the project, name of general contractor and telephone number:

Scope of work:

Original completion date:

Date completed:

Initial contract value (as of time of bid award):

Final contract value:

Did the project include preconstruction services?

CERTIFICATION

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Date: _____

Proper Name of Firm: _____

Signature: _____

By: _____ (Print Name)

Title: _____

EXHIBIT “B” – FORMS AND CERTIFICATIONS REQUIRED TO BE SUBMITTED WITH SOQ

COUNTY OF ALAMEDA

**GSA PROJECT #13023
Multi-disciplinary On-Call Professional Services**

To: The County of Alameda

From: _____
(Official Name of Consultant)

- **CONSULTANTS ARE TO SUBMIT ONE (1) ORIGINAL HARDCOPY RESPONSE (EXHIBIT A – CONSULTANT RESPONSE PACKET), INCLUDING ADDITIONAL REQUIRED DOCUMENTATION), WITH ORIGINAL INK SIGNATURES, PLUS FOUR (4) COPIES AND ONE (1) ELECTRONIC COPY OF THE BID IN PDF (with OCR preferred)**
- **ALL PAGES OF THE CONSULTANT RESPONSE PACKET (EXHIBIT A) MUST BE SUBMITTED IN TOTAL WITH ALL REQUIRED DOCUMENTS ATTACHED THERETO; ALL INFORMATION REQUESTED MUST BE SUPPLIED; ANY PAGES OF EXHIBIT A (OR ITEMS THEREIN) NOT APPLICABLE TO THE PROPOSER MUST STILL BE SUBMITTED AS PART OF A COMPLETE PROPOSAL RESPONSE, WITH SUCH PAGES OR ITEMS CLEARLY MARKED “N/A”**
- **CONSULTANTS SHALL NOT SUBMIT TO THE COUNTY A RE-TYPED, WORD-PROCESSED, OR OTHERWISE RECREATED VERSION OF EXHIBIT A – PROPOSAL RESPONSE PACKET OR ANY OTHER COUNTY-PROVIDED DOCUMENT**
- **ALL PRICES AND NOTATIONS MUST BE PRINTED IN INK OR TYPEWRITTEN; NO ERASURES ARE PERMITTED; ERRORS MAY BE CROSSED OUT AND CORRECTIONS PRINTED IN INK OR TYPEWRITTEN ADJACENT, AND MUST BE INITIALED IN INK BY PERSON SIGNING BID**
- **CONSULTANTS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT INCOMPLETE PROPOSAL PACKAGES, SHALL BE SUBJECT TO DISQUALIFICATION AND THEIR PROPOSALS REJECTED IN TOTAL**
- **IF CONSULTANTS ARE MAKING ANY CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO POLICIES OR SPECIFICATIONS OF THIS RFQ, INCLUDING THOSE TO THE COUNTY SLEB POLICY, THESE MUST BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AMENDMENTS SECTION OF THIS EXHIBIT G – PROPOSAL RESPONSE PACKET IN ORDER FOR THE PROPOSAL RESPONSE TO BE CONSIDERED COMPLETE**

PROPOSER INFORMATION AND ACCEPTANCE

1. The undersigned declares that the RFQ Documents, including, without limitation, the RFQ, Addenda, and Exhibits have been read.
2. The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the Proposal Documents of **RFQ GSA Project #13023 / Cherryland Community Center – CMR Services.**
3. The undersigned has reviewed the RFQ and fully understands the requirements in this RFQ including, but not limited to, the requirements under the County Provisions, and that each Consultant who is awarded a contract shall be, in fact, a prime Consultant, not a subconsultant, to County, and agrees that its Response, if accepted by County, will be the basis for the Consultant to enter into a contract with County in accordance with the intent of the RFQ.
4. The undersigned has reviewed and acknowledges the County’s Small Local Emerging Business Program (SLEB) and will commit to satisfying the SLEB program requirements.
5. The undersigned acknowledges receipt and acceptance of all addenda.
6. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County’s website:
 - **[Bid Protests / Appeals Process](http://www.acgov.org/gsa/departments/purchasing/policy/bidappeal.htm)**
[<http://www.acgov.org/gsa/departments/purchasing/policy/bidappeal.htm>]
 - **[Debarment / Suspension Policy](http://www.acgov.org/gsa/departments/purchasing/policy/debar.htm)**
[<http://www.acgov.org/gsa/departments/purchasing/policy/debar.htm>]
 - **[Iran Contracting Act \(ICA\) of 2010](http://www.acgov.org/gsa/departments/purchasing/policy/ica.htm)**
[<http://www.acgov.org/gsa/departments/purchasing/policy/ica.htm>]
 - **[General Environmental Requirements](http://www.acgov.org/gsa/departments/purchasing/policy/environ.htm)**
[<http://www.acgov.org/gsa/departments/purchasing/policy/environ.htm>]
 - **[Small Local Emerging Business Program](http://acgov.org/auditor/sleb/overview.htm)**
[<http://acgov.org/auditor/sleb/overview.htm>]
 - **[First Source](http://acgov.org/auditor/sleb/sourceprogram.htm)**
[<http://acgov.org/auditor/sleb/sourceprogram.htm>]
 - **[Online Contract Compliance System](http://acgov.org/auditor/sleb/elation.htm)**
[<http://acgov.org/auditor/sleb/elation.htm>]
 - **[General Requirements](http://www.acgov.org/gsa/departments/purchasing/policy/genreqs.htm)**
[<http://www.acgov.org/gsa/departments/purchasing/policy/genreqs.htm>]
 - **[Proprietary and Confidential Information](http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm)**
[<http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm>]

7. The undersigned acknowledges that Consultant will be in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFQ and associated Documents.
8. It is the responsibility of each Consultant to be familiar with all of the specifications, terms, and conditions and, if applicable, the site condition. By the submission of a Response, the Consultant certifies that if awarded a contract they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.
9. Patent indemnity: Consultants who do business with the County shall hold the County of Alameda, its officers, agents and employees, harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
10. Insurance certificates are not required at the time of submission. However, by signing Exhibit A – Consultant Response Packet, the Consultant agrees to meet the minimum insurance requirements stated in the RFQ. This documentation must be provided to the County, prior to award, and shall include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in the RFQ.
11. The undersigned acknowledges **ONE** of the following (please check only one box):
- ☐ Consultant is not local to Alameda County and is ineligible for any bid preference; **OR**
- ☐ Consultant is a certified SLEB and is requesting 10% bid preference; (Consultant must check the first box and provide its SLEB Certification Number in the [SLEB PARTNERING INFORMATION SHEET](#)); **OR**
- ☐ Consultant is LOCAL to Alameda County and is requesting 5% bid preference, and has attached the following documentation to this Exhibit:
- Copy of a verifiable business license, issued by the County of Alameda or a City within the County; and
 - Proof of six (6) months business residency, identifying the name of the vendor and the local address. Utility bills, deed of trusts or lease agreements, etc., are acceptable verification documents to prove residency.

Official Name of Consultant: _____

Street Address Line 1: _____

Street Address Line 2: _____

City: _____ State: _____ Zip Code: _____

Webpage: _____

Type of Entity / Organizational Structure (check one):

☐ Corporation

☐ Joint Venture

☐ Limited Liability Partnership

☐ Partnership

☐ Limited Liability Corporation

☐ Non-Profit / Church

☐ Other: _____

Jurisdiction of Organization Structure: _____

Date of Organization Structure: _____

Federal Tax Identification Number: _____

Primary Contact Information:

Name / Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

SIGNATURE: _____

Name and Title of Signer: _____

Dated this _____ day of _____ 20_____

**SMALL LOCAL EMERGING BUSINESS (SLEB)
PARTNERING INFORMATION SHEET
RFQ GSA Project #13023 Cherryland Community Center – CMR Services**

In order to meet the Small Local Emerging Business (SLEB) requirements of this RFQ, all Consultant must complete this form as required below.

Consultant not meeting the definition of a SLEB (<http://acgov.org/auditor/sleb/overview.htm>) are required to subcontract with a SLEB for at least twenty percent (20%) of the total estimated bid amount in order to be considered for contract award. SLEB subcontractors must be independently owned and operated from the prime Contractor with no employees of either entity working for the other. This form must be submitted for each business that Consultant will work with, as evidence of a firm contractual commitment to meeting the SLEB participation goal. (Copy this form as needed.)

Consultant is encouraged to form a partnership with a SLEB('s) that can participate directly with this contract. One of the benefits of the partnership will be economic, but this partnership will also assist the SLEB to grow and build the capacity to eventually bid as a prime on their own. Once a contract has been awarded, Consultant will not be able to substitute named subcontractors without prior written approval from the Auditor-Controller, Office of Contract Compliance (OCC).

County departments and the OCC will use the web-based Elation Systems to monitor contract compliance with the SLEB program (Elation Systems: <http://www.elationsys.com/elationsys/>).

☐ **CONSULTANT IS A CERTIFIED SLEB (sign at bottom of page)**

SLEB CONSULTANT Business Name: _____

SLEB Certification #: _____ SLEB Certification Expiration Date: _____

NAICS Codes Included in Certification: _____

☐ **CONSULTANT IS NOT A CERTIFIED SLEB AND WILL SUBCONTRACT WITH THE SLEB NAMED BELOW FOR THE FOLLOWING GOODS/SERVICES:** _____

SLEB Subcontractor Business Name: _____

SLEB Certification #: _____ SLEB Certification Expiration Date: _____

SLEB Certification Status: ☐ Small / ☐ Emerging

NAICS Codes Included in Certification: _____

SLEB Subcontractor Principal Name: _____

SLEB Subcontractor Principal Signature: _____ Date: _____

Upon award, prime Contractor and all SLEB subcontractors that receive contracts as a result of this bid process agree to register and use the secure web-based ELATION SYSTEMS. ELATION SYSTEMS will be used to submit SLEB subcontractor participation including, but not limited to, subcontractor contract amounts, payments made, and confirmation of payments received.

Consultant Name/Title: _____

Street Address: _____ City _____ State _____ Zip
Code _____

Consultant Signature: _____ Date: _____

NONCOLLUSION DECLARATION
Public Contract Code § 7106

TO BE EXECUTED BY CMR

The undersigned declares:

I am the _____ **[PRINT YOUR TITLE]**

of _____ **[PRINT FIRM NAME]**

the party making the foregoing Contract.

The Contract is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Contract is genuine and not collusive or sham. The CMR has not directly or indirectly induced or solicited any other contractor to put in a false or sham bid. The CMR has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham proposal, or to refrain from proposing. The CMR has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Contract price of the CMR or any other contractor, or to fix any overhead, profit, or cost element of the Contract price, or of that of any other contractor. All statements contained in the Contract and CMR's proposal are true. The CMR has not, directly or indirectly, submitted his or her Contract price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham proposal or contract, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a CMR that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the CMR.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the following date:

Date: _____

Proper Name of CMR: _____

City, State: _____, _____

Signature: _____

Print Name: _____

Title: _____

(ATTACH NOTARIAL ACKNOWLEDGMENT FOR THE ABOVE SIGNATURE)

SITE-VISIT CERTIFICATION

PROJECT: Cherryland Community Center

Check whichever option applies:

_____ I certify that I visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the Work under contract.

_____ I certify that _____ (Bidder's representative) visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work under contract.

Bidder fully indemnifies the County of Alameda, its Architect, its Engineer, its Construction Manager, and all of their respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during my visit and/or the Bidder's representative's visit to the Site.

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

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

EXHIBIT “C”
COUNTY OF ALAMEDA
GSA PROJECT #13023
CMR’S GENERAL CONDITIONS TABLE

Project (On-Site Jobsite Staff)	CMR’s General Conditions in its Performance of the Work	Direct Cost of Work
Project Executive	X	
Project Manager	X	
Project Superintendent	X	
Project Engineer	X	
Scheduler	X	
Foreman	X	
Project Accountant	X	
Estimator	X	
Administrative Assistant	X	
Safety &. E.E.O. officer	X	
LEED	X	
MEP Coordinators	X	
Elation	X	
ECOP Coordinator	X	
PSCBA Coordinator	X	
Temporary Utilities		
Telephone & Internet Services	X	
Telephone & Internet - Monthly Charges	X	
Construction Power and Lighting	X	
Electric Power - Monthly Charges	X	
Construction Water and Potable Water	X	
Water Service - Monthly Costs	X	
Heating & Cooling Costs	X	
Light Bulbs & Misc. Supplies	X	
Ongoing Site Clean-Up		X
Clean-Up-Final		X
Dump Permits and Fees		X
Recycling/Trash Dumpster Service	X	
Flagger/Traffic Control		X
Dust Control		X
Trash Chute & Hopper	X	
Temporary Facilities		
Site Office Trailer/Rental	X	
Storage Trailer & Tool Shed Rental	X	
Site Office Furniture & Equipment/Computers/IT/ Project management, CAD and scheduling softwares/field communications equipment	X	
Xerox Copies/Misc Printing	X	
Postage/UPS/FedEx	X	
Project Photographs	X	
Temporary Toilets and Handwash & Eyewash Stations	X	
Project Sign	X	

Construction Fencing/Enclosures	X	
Covered Walkways	X	
Barricades	X	
Temporary Stairs		X
Opening Protection		X
Safety Railing & Nets		X
Drinking Water/Cooler/Cup		X
Safety/First Aid Supplies	X	
Fire Fighting Equipment	X	
Site Security Guard/Equipment	X	
Personnel Vehicles and Fuel	X	
Cell Phones	X	
Parking	X	
Travel, Lodging & Meals	X	
Small Tools & Equipment	X	
Miscellaneous Project Costs		
Printing - Drawings & Specifications	X	
Facility Operator/Training	X	
Personnel Protective Equipment	X	✓
Ground Breaking & Ribbon Cutting Ceremonies	X	
As-built Drawings	X	
Warranty Management	X	
Mobilization/Demobilization/Staging/Phasing Costs	X ✓	
LEED Documentation	✓ X	
Hoisting		
Hoist & Tower Rental	✓	X
Hoist Landing & Fronts	✓	X
Hoist Operator		X
Hoist Safety Inspections	✓	X
Hoist Material Skips/Hoppers		X
Erect & Dismantle Hoists	✓	X
Crane Rental		X
Crane Operators	✓	X
Crane Safety Inspections		X
Erect & Dismantle Crane		X
Fuel, Repairs, Maintenance		X
Crane Raising/Jumping Costs		X
Temporary Elevator/Rental		X
Elevator Operation Costs		X
Elevator Repairs/Maintenance		X
Cage Rider at Elevator		X
Safety Inspections	X	
Forklift Rental		X
Forklift Operator		X
Forklift Safety Inspections		X
Fuel, Repairs, Maintenance		X
Elevator Service Costs		X

EXHIBIT “D” – COUNTY EVALUATION PROCESS

COUNTY OF ALAMEDA

GSA PROJECT #13023

**COUNTY EVALUATION PROCESS FOR REQUEST FOR QUALIFICATIONS FOR
CONSTRUCTION MANAGER AT-RISK SERVICES**



EXHIBIT “D”

COUNTY OF ALAMEDA

GSA PROJECT #13023

**COUNTY EVALUATION PROCESS FOR
REQUEST FOR QUALIFICATIONS FOR
CONSTRUCTION MANAGER AT-RISK SERVICES**

Evaluation Criteria/Selection Committee

1. The County is authorized pursuant to Public Contract Code section 20146 to “utilize construction manager at-risk construction contracts.” Those contracts can be let pursuant to a “best value method” utilizing “objective criteria related to the experience of the entity and project personnel, project plan, financial strength of the entity, safety record of the entity, and price.”
2. All SOQs will be evaluated by a County Selection Committee, which may be composed of County staff and other parties that may have expertise or experience in the professional services described herein. The evaluation of the SOQs shall be within the sole judgment and discretion of the County Selection Committee.
3. During the evaluation phase, contact shall only be through the GSA-TSD Department. Firms shall neither contact nor lobby evaluators during the evaluation process. Attempts by Firm to contact and/or influence members of the County Selection Committee may result in disqualification of Firm.
4. The County Selection Committee will evaluate each Firm’s SOQ to determine its responsiveness to the qualification requirements set forth in this RFQ.
5. The County Selection Committee shall evaluate Firms’ SOQs in order to determine each Firm’s qualification points at each step. The County will award the Project, if it awards it at all, to the Firm with the lowest Best Value Score as further indicated herein.



6. The County Selection Committee shall evaluate Firms' SOQs as described in detail herein and generally as follows:

STEP 1 – Scoring of SOQ Responses and Responses to Questionnaire	County evaluates and scores Firms' SOQs
STEP 2 – References	County contacts references only for Firms that have met or exceeded the minimum total qualification points at the conclusion of Step 1. References shall come from the Firm's response to the "CMR Project References" section of the RFQ.
STEP 3 – Interview Scoring	County interviews only Firms that have met or exceeded the minimum total qualification points at the conclusion of Step 2, which consists of the combined points from Step 1 and Step 2.
STEP 4 – Determination of Best Value Score	County evaluates and scores Firms' Total Proposed Cost to determine each Firm's Best Value Score.

7. At the conclusion of Step 2 of the evaluation process, each Firm will be notified in writing of its total qualification points through Step 2.
8. Firms that receive or exceed the minimum qualification points, as further set forth herein, will be invited to interview in Step 3 of the evaluation process. At that time, the qualification points earned by Firms in Step 1 and Step 2 will be set aside and the qualification points of each Firm will be "reset" to zero moving into Step 3.
9. Debriefings for Firms that do not receive the required minimum qualification points to move to Step 3, may be scheduled and provided upon a Firm's written request and will be restricted to discussion with the Project Manager of that Firm's SOQ. All debriefings will take place at the County's sole convenience. Debriefings are not part of the appeal process.



Scoring

The following table indicates how the County will score the SOQs and the Firms from Step 1 through Step 3. Only Firms that receive the minimum qualification points as required at each step will move to the next step. **Please note:** (i) the minimum qualifications points required to proceed to Step 3 are the combined points received in Step 1 and Step 2 and (ii) the qualification points of all Firms proceeding past Step 2 will be “reset” to zero when entering Step 3.

STEP 1 – Scoring of SOQ Responses and Responses to Questionnaire	Step 1A	Score from responses to RFQ Questions (maximum possible qualification points: <u>160</u>).
	Step 1B	Score from Questionnaire , <i>not</i> including references (maximum possible qualification points: <u>60</u>).
	Minimum Qualification Points Required in Step 1 for Firms to Proceed to Step 2..... <u>140</u> The County will call references only for Firms with a minimum score of <u>140</u> qualification points after Step 1 (total maximum possible qualification points at the end of Step 1 is <u>220</u>).	
STEP 2 – References	Score from calling References (maximum possible qualification points: <u>130</u>).	
	Minimum Qualification Points Required in Step 1 and Step 2 COMBINED for Firms to Proceed to Step 3 <u>230</u> After combining Firms’ scores from Step 1 and Step 2, the County will interview only Firms with a minimum score of <u>230</u> total qualification points (maximum possible qualification points at the end of Step 2 is <u>350</u>). Qualification points earned by Firms in Step 1 and Step 2 will be set aside and the qualification points for each Firm that makes it past Step 2 will be “reset” to zero for Step 3.	
	SMALL LOCAL EMERGING (SLEB) BUSINESS PREFERENCE A Firm that is Local shall receive an additional 5% Bonus, based on the Firm’s combined total of Steps 1 & 2.	
	A certified SLEB Firm shall receive an additional 5% Bonus, based on the Firm’s combined total of Steps 1 & 2.	



	Qualification points earned by Firms in Step 1 and Step 2 will be set aside and the qualification points for each Firm that makes it past Step 2 will be “reset” for Step 3.
STEP 3 – Interview Scoring	Score from Interview (maximum possible qualification points: <u>100</u>). Local and SLEB Bonus. The County shall provide additional points equaling 5% of a Firm’s points after Step 3 to each Firm that is local and an additional 5% of a Firm's points after Step 3 to each Firm that is a certified SLEB.
STEP 4 – Determination of Best Value Score	Determined by dividing the Firm’s Total Proposed Cost by the Firm’s total qualification points from the Step 3 Interview.

**STEP 1A – Scoring of SOQ Responses to RFQ Questions**

Each of the following Evaluation Criteria below will be used in ranking and scoring Firm's SOQ's responses to the RFQ Questions.

Item	Description	Max. Qualification Points	Qualification Points
1. CMR Projects	Firm demonstrates past experience and expertise with CMR process.	20	
2. Preconstruction Services	Firm demonstrates past experience and expertise to perform all Preconstruction Phase Services.	20	
3. Value Engineering	Firm demonstrates past experience and expertise to perform value engineering services.	20	
4. Personnel / Subconsultants	Firm's team members, especially team leaders, have applicable experience and expertise to perform Services.	20	
5. Budget	Firm demonstrates past experience and expertise to manage costs and stay within budgets.	10	
6. Schedule	Firm demonstrates past experience completing projects on time, avoiding past potential delays, and preparing achievable schedule.	10	
7. Political Environment	Firm demonstrates past experience of handling projects in a politically-charged environment.	5	
8. SLEB	Firm indicates that it will comply with County's SLEB Programs, including mentoring or other activities with local firms.	10	
9. ECOP/	Firm clearly demonstrates past experience of and a viable, compliant process for selecting subcontractors. Further, Contractor connects this process with an understanding and meeting of ECOP Program goals.	10	
10. Elation	Firm indicates its past experience using Elation.	5	



11. First Source	Firm indicates its past experience / knowledge of First Source	5	
12. Environmental	Firm indicates its past experience performing in an environmentally responsible manner.	10	
13. Firm Education	Firm describes its commitment to ongoing education.	5	
14. Conflict of Interest	Any potential or actual conflict of interest.	5	
15. Additional Information	Strength of additional information provided by Firm.	5	
	Total Score MINIMUM POINTS	160	140

**STEP 1B – Scoring of Responses to CMR Construction Qualifications Questionnaire**

1. **Confirm Firm has passing answers for the “Pass/Fail Questions.”**
2. **Confirm Firm has submitted the required financial statements.** If not, notify Firm in writing that its SOQ is non-responsive for failing to include the required financial statements.
3. **Score the “Evaluated Questions.”**

Topic/Question	Scoring & Max. Poss. Score		Score
1. Liquidated Damages	No = 8 points; Yes = 0 points	8	
2. Surety Premium	No = 2 points; Yes = 0 points	2	
3. Insurer Pay	No = 2 points; Yes = 0 points	2	
4. Insurer Refusal	No = 2 points; Yes = 0 points	2	
5. EMR	No = 2 points; Yes = 0 points	2	
6. Workers' Comp.	No = 2 points; Yes = 0 points	2	
7. Bankruptcy	No = 8 points; Yes = 0 points	8	
8. Denied Bond	No = 8 points; Yes = 0 points	8	
9. Filed Claims	No = 8 points; Yes = 0 points	8	
10. Labor Code Citations	No = 2 points; Yes = 0 points	2	
11. EPA Citations	No = 2 points; Yes = 0 points	2	
12. OSHA Citations	No = 2 points; Yes = 0 points	2	
13. License Law Citations	No = 2 points; Yes = 0 points	2	
14. Prevailing Wage Penalties	No = 2 points; Yes = 0 points	2	
15. QA/QC Program	Yes = 2 points; No = 0 points	2	
16. Safety Meetings	Yes = 2 points; No = 0 points	2	
17. IIPP	Yes = 2 points; No = 0 points	2	
18. Apprenticeship Program	Listed = 2 points; None listed = 0 points	2	
Total Score		60	



STEP 2 – References

1. Contact Reference only for Firms that have reached the minimum qualification points for the RFQ Responses and the CMR Construction Qualifications Questionnaire. Pool for References shall come from the Firm's response to the "CMR Project References" section of the RFQ.
2. Fill out the information in Section I of the Qualification Evaluation – Reference Form and then call the contact person.
3. Ask the questions in Section II of the Qualification Evaluation – Reference Form. Ensure that you obtain the information regarding whether the Firm's performance in that area was "unsatisfactory," "below average," "average" or "above average." Assign the corresponding score for each answer in Section III.
4. Complete Section III of the Qualification Evaluation – Reference Form with the information received during the call.
5. Use a separate Qualification Evaluation – Reference Form for each call.
6. Make three (3) complete reference calls for each Firm.
7. Enter the "Total Score for This Project" of all the Qualification Evaluation – Reference Forms for that Firm into an "Averaging" Worksheet.

<u>Sample</u> "Averaging" Worksheet for 3 reference calls per Firm – See next page	
"Total Score For This Project" from first call	
"Total Score For This Project" from second call	
"Total Score For This Project" from third call	
Total	
Total divided by three (÷ 3) [DIVIDE SCORE BY NUMBER OF CALLS] This is the score for the Firm for the References Step in the evaluation process.	

**STEP 2 – References – Qualification Evaluation Form****Section I - General Project Information**

Name of Firm:	Total Contract Costs:
	Contract Start/End Dates:
Project Title:	Actual Completion Date:
Scope of Work:	
Name of Public Agency:	Telephone Number of Contact Person:
Name of Contact Person:	Date and Time of Interview of Contact Person:
Architect Firm:	Principal Architect in Charge of Project:

Section II – Telephone Interview Questions

1. **Quality of Work.** Were there quality-related problems on the project? Were these problems attributable to the Firm? Was the Firm cooperative in trying to resolve problems? If not, provide specific examples. **Please rate the Firm with respect to quality of work as either unsatisfactory, below average, average, or above average.**

2. **Scheduling.** Rate the Firm's performance with regard to adhering to project schedules. Did the Firm meet the project schedule? If not, was the delay attributable to the Firm? **Please rate the Firm with respect to scheduling as either unsatisfactory, below average, average, or above average.**

3. **Subcontractor (Project) Management.** Rate the Firm's ability to manage and coordinate subcontractors (if no subcontractors, rate the Firm's overall project management). Was the Firm able to effectively resolve problems? If not, provide specific examples. **Please rate**



the Firm with respect to project management as either unsatisfactory, below average, average, or above average.

- 4. Change Orders.** Rate the Firm's performance with regard to change orders and extras. Did the Firm unreasonably claim change orders or extras? Were the Firm's prices on change orders and extras reasonable? If not, provide specific examples. **Please rate the Firm with respect to change orders as either unsatisfactory, below average, average, or above average.**
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- 5. Working Relationships.** Rate the Firm's working relationships with other parties (i.e. owner, designer, subcontractors, etc.). Did the Firm relate to other parties in a professional manner? If not, provide specific examples. **Please rate the Firm with respect to working relationships as either unsatisfactory, below average, average, or above average.**
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- 6. Responsiveness.** Rate the Firm's responsiveness to telephone calls, emails, meetings, requests for action, etc. Did the Firm respond to inquiries promptly and substantively? If not, provide specific examples. **Please rate the Firm with respect to responsiveness as either unsatisfactory, below average, average, or above average.**
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7. **On-Site Firm Staff.** Rate the Firm's on-site staff relating to their management of the site, communication and interaction with owner's staff, and familiarity with project scope and status. **Please rate the Firm's on-site staff as either unsatisfactory, below average, average, or above average.**

8. **Paperwork Processing.** Rate the Firm's performance in completing and submitting required project paperwork (i.e. submittals, drawings, requisitions, payrolls, etc.). Did the Firm submit the required paperwork promptly and in proper form? If not, provide specific examples. **Please rate the Firm with respect to paperwork processing as either unsatisfactory, below average, average, or above average.**

9. **Value Engineering.** Rate the Firm's performance in analyzing designed building features, systems, equipment, and material selections for the purpose of achieving essential functions at the lowest life cycle cost consistent with required performance, quality, reliability, and safety. **Please rate the Firm with respect to providing value engineering services as either unsatisfactory, below average, average, or above average.**

**Section III - Numerical Rating**

If the contact person rates the Firm unsatisfactory in any area, please attempt to provide written comments in Section II to explain the rating(s) assigned.

Firm's Name: _____

	Unsatisfactory	Below Average	Average	Above Average	Rating
1. Quality of Work	0	5	15	20	
2. Scheduling	0	5	10	15	
3. Subcontractor (Project) Mgt.	0	5	10	15	
4. Change Orders	0	5	10	15	
5. Working Relationship	0	5	10	15	
6. Responsiveness	0	5	10	15	
7. On-Site Staff	0	5	10	15	
8. Paperwork Processing	0	2	5	10	
9. Value Engineering	0	2	5	10	
Total Score For This Project					



Scoring Sheet Through Step 2

STEP	Description	Max. Qualification Points	Qualification Points
1A	Score from “RFQ Questions” of the RFQ.	160	
1B	Score from "CMR Construction Qualifications Questionnaire" of the RFQ.	60	
2	Score from References	130	
	SUBTOTAL:	350	
	Local Bonus = 5% of Subtotal	17.5	
	SLEB Bonus = 5% of Subtotal	17.5	
	<u>TOTAL = SUBTOTAL + SLEB Bonus</u>	<u>385</u>	
	<u>Minimum Points to advance to Step 3</u>		<u>230</u>

**STEP 3 – Interview Scoring**

Firms meeting or exceeding the minimum total qualification points through Step 2 will be invited to interview with the County Selection Committee. The subject matter for the interview will be at the County Selection Committee's discretion but shall include, at a minimum, the following topics.

Item		Maximum Qualification Points	Qualification Points
1. Past Projects/Experience: Firm's articulation of Firm's history, education, and background, including Firm's status as or use of small, local, emerging, or minority/women-owned businesses; Firm's experiences working with similar, past projects; issues faced and how addressed (i.e. claims, bonding/surety involvement, owner relations, citations, etc.); and questions, concerns, and highlights from SOQ.		20	
2. Current Project: Firm's articulation of how it will construct the Project, its ideas related to constructability, and other construction-specific ideas, concerns, or related issues (i.e. schedules, budgets, subcontractor selection, etc.).		35	
3. Personnel/Leadership: Firm's articulation of its Project-designated personnel, leadership, subcontractor relations, apprenticeship program, etc.		20	
4. Overall Ability and General Suitability. Firm's articulation of its overall skills, ability to complete the Project, and general suitability for the County's purposes (i.e. implementation of County policies and procedures, compliance with SLEB/ECOP Programs, political atmosphere, additional information, etc.)		25	
SUBTOTAL QUALIFICATION POINTS FROM STEP 3		100	
Local Bonus = 5% of Subtotal		5	
SLEB Bonus = 5% of Subtotal		5	
<u>TOTAL = SUBTOTAL + SLEB Bonus</u>		110	

**STEP 4 – Determination of Best Value Score**

1. Following Step 3, the County Selection Committee shall evaluate the Firm's Fee for Preconstruction Phase Services and the Preliminary Construction Services Proposal from each Firm completing Step 3 to derive the Firm's Best Value Score.
2. The Best Value Score shall be the Total Proposed Cost (calculated as indicated below based on the Firm's Professional Fees and Preliminary Proposal) divided by the total qualification points from Step 3.

Total Proposed Cost ÷ Total Qualification Points from Step 3 = Best Value Score
OR

$$\frac{\text{Total Proposed Cost}}{\text{Total Qualification Points from Step 3}} = \text{Best Value Score}$$

Item	Amount
Fee for Preconstruction Phase Services	\$ _____
General Conditions	\$ _____
Mark-up on Subcontractor Work (multiplied by 95% of the County's preliminary construction budget)	\$ _____
Mark-up on Direct Costs for Self-Performed Work (multiplied by 5% of the County's preliminary construction budget)	\$ _____
Fee (multiplied by the County's preliminary construction budget)	\$ _____
Other Costs	\$ _____
Total Proposed Cost	\$ _____

3. The County shall compare each Firm's Best Value Score to the other Firms completing Step 3 and the County shall select the Firm with the **lowest** Best Value Score, if it selects any Firm.

EXHIBIT “E” – INTENTIONALLY OMITTED

EXHIBIT “F” – SOQ PROTEST/APPEALS PROCESS

COUNTY OF ALAMEDA

GSA PROJECT #13023

GSA prides itself on the establishment of fair and competitive contracting procedures and the commitment made to follow those procedures. The following is provided in the event that Firms wish to protest the RFQ process or appeal the recommendation to award a contract for this Project. A Firm’s right to protest shall commence **only** after the County’s completion of Steps 2 and 4 of the County’s Evaluation Process described in **Exhibit “D” – County Evaluation Process for Request for Qualifications for Construction Manager At-Risk Services**. The County will notify all Firms participating in the Evaluation Process of the results of the Scoring by the County’s Selection Committee.

1. Any SOQ protest by any Firm regarding any other SOQ must be submitted in writing, before 5:00 p.m. of the FIFTH (5th) business day following the date of issuance of the County’s Notice(s) of the following, not the date received by the Firm.
 - Notice that the Firm was **not** selected after Step 4 (Determination of Best Value) as the successful Firm
2. An SOQ protest must comply with requirements posted at:
<http://www.acgov.org/gsa/departments/purchasing/policy/bidappeal.htm>

EXHIBIT “G” – EXCEPTIONS, CLARIFICATIONS AND AMENDMENTS FORM

COUNTY OF ALAMEDA

GSA PROJECT #13023

Firm Name: _____

List below requests for clarifications, exceptions and amendments, if any, to the RFQ and associated SOQ, and submit with your response.

The County is under no obligation to accept any exceptions and such exceptions may be a basis for disqualification.

Reference to:			Description
Page No.	Section	Item No.	
p. 23	D	1.c.	Vendor takes exception to...

*Print additional pages as necessary

EXHIBIT “H” – CONTRACT FOR PRECONSTRUCTION AND CONSTRUCTION SERVICES

COUNTY OF ALAMEDA

GSA PROJECT #13023

**CONTRACT FOR PRECONSTRUCTION AND CONSTRUCTION SERVICES
BETWEEN
COUNTY OF ALAMEDA
AND**

**FOR
CHERRYLAND COMMUNITY CENTER PROJECT**

This Contract for Preconstruction and Construction Services ("Contract" or "Agreement") is made this _____ day of _____, 20_____, in the City of Oakland, State of California, by and between the **County of Alameda**, a political subdivision of the State of California, hereinafter referred to as "County," and **[Firm Name and Address]**, hereinafter referred to as "CMR" (or "Contractor"), for the purposes of providing preconstruction and construction services relating to the following project ("Project"). County and CMR may be individually referred to herein as "Party" and collectively referred to herein as "Parties."

Project: The Project will be located at the following sites as more particularly described in **Exhibit "B,"** attached hereto and incorporated herein by this reference ("Site(s)"):

- Cherryland Community Center Project located at 278 Hampton Road (APN 413-35-010), 17482 Boston Road (APN 413-35-14-03) and the Meek Estate Park parking lot (APN 413-35-19-2) in the community of Cherryland in unincorporated Alameda County; and

WHEREAS, California Public Contract Code section 20146 provides that County, with approval of its Board of Supervisors, is authorized to utilize construction manager at-risk construction contracts for the erection, construction, alteration, repair, or improvement of any building owned or leased by the county for projects in the County in excess of one million dollars (\$1,000,000) which may be awarded using either the lowest responsible bidder or best value method to a construction manager at-risk entity that possesses or that obtains sufficient bonding to cover the contract amount for construction services and risk and liability insurance as may be required by County; and

WHEREAS, County's Board of Supervisors approved the use of a construction manager at-risk construction contract for the erection, construction, alteration, repair, or improvement of the Project; and

WHEREAS, after conducting a best value method selection process, County desires CMR to furnish construction manager at-risk services pursuant to this Contract, and CMR desires to provide those services, for the Project as described herein and set forth in **Exhibit "A,"** attached hereto; and

WHEREAS, County has contracted with **Noll & Tam Architects** as the architects/engineers ("Architect(s)") of record the Project;

NOW, THEREFORE, the Parties hereto agree as follows:

1. **Scope of Services.** CMR agrees to perform the services indicated in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"). In providing the Services pursuant to this Contract, CMR does not assume any responsibility for design, design errors, omissions or inconsistencies. The duties, responsibilities and limitations of authority of CMR shall not be restricted, modified or extended without written agreement between the County and CMR.
2. **Authorization.** The Work of this Contract will be authorized in two (2) phases: the Preconstruction Phase and the Construction Phase.
 - 2.1. By entering into this Contract, the County authorizes the Preconstruction Phase.
 - 2.2. The County has the sole and unilateral right to authorize the Construction Phase, and that authorization shall be made in the form of a Notice to Proceed authorizing the Construction Phase.

3. **Contract Documents.** The Contract includes the following documents which are incorporated herein by this reference ("Contract Documents"), and CMR shall not commence the Services under this Contract until the CMR has submitted and the County has approved all documents, certificates, affidavits, and endorsements of insurance as required. During the Preconstruction Phase, only documents necessary for those services shall be required during that Phase. For example, the performance bond and the payment bond are not required until the Construction Phase.

<u>X</u>	Exhibit "A" ("Scope of Work")	<u>X</u>	Document 00 61 13.13: Performance Bond Form
<u>X</u>	Exhibit "B" ("Maps of Project Sites")	<u>X</u>	Document 00 61 13.16: Payment Bond Form
<u>X</u>	Exhibit "C" ("C-1" & "C-2") ("Services: Costs & Schedule")	<u>X</u>	Document 00 65 36: Warranty Form
<u>X</u>	Exhibit "D" ("CMR Key Personnel")	<u>X</u>	Document 00 72 13: General Conditions
<u>X</u>	Document 00 01 15: List of Drawings (Plans)	<u>X</u>	Document 00 73 13: Special Conditions
<u>X</u>	Document 00 01 20: List of Schedules	<u>X</u>	Document 00 73 56: Hazardous Materials Procedures & Requirements
<u>X</u>	Document 00 22 19: Supplementary Instructions, ECOP	<u>X</u>	Division 01: General Requirements
<u>X</u>	Document 00 31 19: Existing Conditions Information	<u>X</u>	Divisions 2 through 32: Technical Specifications
<u>X</u>	Document 00 43 36: Designated Subcontractors List	<u>X</u>	Insurance Certificates and Endorsements
<u>X</u>	Document 00 45 26: Workers Compensation Certification	<u>X</u>	Plans
<u>X</u>	Document 00 45 46.01: Prevailing Wage and Related Labor Requirements Certification	<u>X</u>	Alameda County Project Stabilization / Community Benefit Agreement
<u>X</u>	Document 00 45 46.04: Hazardous Materials Certification	<u>X</u>	SLEB Document (From SOQ)
<u>X</u>	Document 00 45 46.06: Imported Materials Certification	<u>X</u>	Document Site-Visit Certificate (From SOQ)
<u>X</u>	Document 00 55 00: Notice to Proceed	<u>X</u>	Iran Contracting Certificate (From SOQ)
<u>X</u>	Document 00 57 00: Escrow Agreement for Security Deposits in Lieu of Retention	<u>X</u>	Burma Contracting Certificate (From SOQ)
		<u>X</u>	Non-Collusion Declaration (From SOQ)
		<u>X</u>	Debarment and Suspension Certificate (From SOQ)
			Other: _____

4. **Interpretation of Contract Documents.** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the County for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Contract, which shall control over the Special Conditions, which shall control over the General Conditions, which shall control over the remaining Division 00 documents, which shall control over Division 01 Documents, which shall control over Division 02 through Division 49 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of County in the matter shall be final.

5. **Term.** The term of this Contract shall commence on _____, when the CMR begins its Preconstruction Services and expires upon Completion of the Project, as indicated herein ("Term").

- 5.1. **Time For Completion:** It is hereby understood and agreed that the Work under this Contract shall be completed within _____ [SPELL OUT COMPLETION DAYS] (_____) [INDICATE NUMBER OF DAYS] consecutive calendar days ("Contract Time") from the date specified in the County's Notice to Proceed. The County shall not approve an early completion schedule by CMR. A schedule showing the Work completed in less than the Contract Time indicated in the Contract, shall be considered to have Project Float. [IF A COMPLETION DATE IS REQUIRED, THEN PUT

IN THE SPECIFIC COMPLETION DATE—WHICH WOULD BE AN EXCEPTION TO THE STANDARD LISTING OF THE NUMBER OF DAYS. REGARDLESS, ENSURE THIS PARAGRAPH IS CONSISTENT WITH ALL OTHER NOTICES.]

- 5.2. **Completion-Extension of Time:** Should the CMR fail to complete this Contract, and the Work provided herein, within the time(s) fixed for Completion, due allowance being made for the contingencies provided for herein, the CMR shall become liable to the County for all loss and damage that the County may suffer on account thereof. The CMR shall coordinate its Work with the Work of all other contractors. County shall not be liable for delays resulting from CMR's failure to coordinate its Work with other contractors in a manner that will allow timely completion of CMR's Work. CMR shall be liable for delays to other contractors caused by CMR's failure to coordinate its Work with the work of other contractors
6. **Contract Price.** County agrees to pay CMR an amount not-to-exceed _____ Dollars (\$ _____ .00), for the performance of the Services contemplated by this Contract. That amount includes the following two (2) amounts:
- 6.1. CMR's total payment for Preconstruction Services; and
- 6.2. CMR's total payment for Construction Services (Guaranteed Maximum Price or "GMP").
- ("Contract Price") Both are as indicated in **Exhibit "C" ("Services: Costs & Schedule")**. The Contract Price is the total budget for the Project and the CMR cannot exceed this amount at any time during the Term, including during and when the CMR bids the Project to the Subcontractors.
7. **Liquidated Damages.** Time is of the essence for all work under this Contract. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that County will sustain in the event of and by reason of CMR's delay; therefore, CMR agrees that it shall pay to the County the sum of **Three thousand dollars (\$3000.00) per day** as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work, as indicated herein and in the Contract Documents. It is hereby understood and agreed that this amount is not a penalty.
- 7.1. In the event any portion of the liquidated damages is not paid to County, County may deduct that amount from any money due or that may become due the CMR under this Contract. County's right to assess liquidated damages is as indicated herein and in the General Conditions.
- 7.2. The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as County may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.
- 7.3. Each portion of the Liquidated Damages shall be calculated cumulatively. For example, if CMR is late in completing two milestones and the entire Project, CMR will forfeit three separate Liquidated Damages amounts.
- 7.4. County may deduct Liquidated Damages from any money due or that may become due the CMR under this Agreement. CMR's forfeiture of Liquidated Damages to County, and County's right to retain Liquidated Damages, are as indicated in Government Code section 53069.85 and as indicated herein and in the General Conditions.
- 7.5. Liquidated Damages are automatically and without notice of any kind forfeited by CMR upon the accrual of each day of delay. Neither County's failure or delay in deducting Liquidated Damages from payments otherwise due the CMR, nor County's failure or delay in notifying CMR of the forfeiture of Liquidated Damages, shall be deemed a waiver of County's right to Liquidated Damages.

- 7.6. CMR and Surety shall be liable for and pay to County the entire amount of Liquidated Damages including any portion that exceeds the amount of the GMP then held, retained or controlled by County.
- 7.7. Liquidated Damages shall be in addition, and not in lieu of, County's right to charge CMR for the County's cost of completing or correcting items of the Work.
- 7.8. County may extend the Contract Time if Work is delayed for causes outside the CMR's control, as further described in the General Conditions. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.
8. **Insurance and Bonds.** CMR shall provide all required certificates of insurance, and payment and performance bonds as required in the Contract Documents. (See, without limitation, Section 13 of Document 00 72 13.)
9. **Indemnity.** CMR shall indemnify, defend and hold harmless the County as indicated in the Contract Documents. (See, without limitation, Section 14.2 of Document 00 72 13.)
10. **Conflict of Interest.**
- 10.1. CMR represents that it is familiar with California Government Code sections 1090 and 87100 et seq. and that it does not know of any facts that constitute a violation of those sections.
- 10.2. CMR represents that it has completely disclosed to County all facts bearing upon any possible interests, direct or indirect, which CMR believes any member of County, or other officer, agent or employee of County or any department presently has, or will have, in this Contract, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute ground for termination of this Contract by County for cause. CMR agrees to comply with all conflict of interest codes adopted by the County and their reporting requirements.
- 10.3. CMR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of Services required under this Agreement. Without limitation, CMR represents to and agrees with the County that CMR has no present, and will have no future, conflict of interest between providing the County the Services hereunder and any interest CMR may presently have, or will have in the future, with respect to any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the County. The provisions of this section shall remain fully effective indefinitely after completion or termination of the Services hereunder.
11. **Designated Representatives; Key Personnel.** The CMR shall coordinate with County personnel and/or its designated representatives as may be requested and desirable. CMR agrees that all key personnel assigned to the Project will be listed in **Exhibit "D"** ("**CMR Key Personnel**"), and that the listed key personnel will continue their assignments on the Project for the duration of this Contract. It is recognized that the listed key personnel are not bound by personal employment contracts to CMR. CMR agrees that reassignment of any of the listed personnel during the performance of the Services shall only be with other professional personnel who have equivalent experience and shall require the prior written approval of the County. Any costs associated with reassignment of key personnel shall be borne exclusively by CMR. CMR agrees that, should any key personnel not continue their assignments on the Project, CMR shall not charge County for the cost of training or bringing replacement personnel up to speed on the Project.
12. **Confidentiality.** The CMR and all CMR's agents, personnel, employee(s), subconsultants and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. With respect in any way to this Contract, the Project, or the County, CMR is prohibited from

and shall not release any publicity statements or comments, make any representations on behalf of the County, or place its logo or mark on any work product, without the prior written approval of the County. This requirement to maintain confidentiality shall extend beyond the termination of this Contract.

13. **Performance of Services / Standard of Care.** CMR shall remain liable to the County in accordance with this Contract for all damages to the County caused by CMR's failure to perform any of the Services furnished under this Contract to the standard of care of CMR for its Services, which shall be, at a minimum, the standard of care of a professionally licensed engineer and/or contractor performing similar work for California public entities at or around the same time and in or around the same geographic area of the County.
14. **Classification of CMR's License:** CMR hereby acknowledges that it currently holds valid **Class B** CMR's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents. CMR certifies that it is and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. CMR further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.
15. **County Approval.** The Work completed herein must meet the approval of the County.
16. **Authority of Architect:** CMR hereby acknowledges that the Architect has authority to approve and/or stop Work if the CMR's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The CMR shall be liable for any delay caused by its non-compliant Work.
17. **County Programs.** CMR shall comply with the most recent version of any and all County policies, rules, and regulations including, without limitation, the following programs, which are subject to change and may be amended from time to time:
 - 17.1. **Small Local and Emerging Business (SLEB).** CMR has met and must continue to meet the County Small Local and Emerging Business (SLEB) Program at all times during performance of the Preconstruction Phase Services. The SLEB requirements can be found at: <http://acgov.org/auditor/sleb/overview.htm>.
 - 17.2. **Alameda County Project Stabilization / Community Benefit Agreement (PSCBA).** CMR must meet all requirements of the County's current PSCBA, including all meetings with Subcontractors that are in addition to standard preconstruction meetings. The PSCBA and associated requirements are attached in **Document 00 73 49**.
 - 17.3. **Enhanced Construction Outreach Program (ECOP).** CMR must meet all ECOP goals identified in **Document 00 22 19** at all times during performance of the Construction Phase Services.
 - 17.4. **Elation.** County utilizes the Elation Systems contract compliance application as part of its commitment to assist contractors to conveniently comply with legal and contractual requirements. CMR and all participating local and SLEB subcontractors awarded contracts for the Project are required to use Elation Systems to submit SLEB Program information including, but not limited to, monthly progress payment reports and other information related to SLEB participation. County will provide CMR and its subcontractors a code that will allow them to register and use Elation Systems free of charge. It is the CMR's responsibility to ensure that CMR and their subcontractors are registered and trained, as required, to utilize Elation Systems.
 - 17.5. **First Source Program.** CMR and any subcontractors awarded contracts for goods and services for \$100,000 or more for the Project are required to agree to County's First Source Program to

support County's employed and underemployed residents. First Source Program requirements and details are available at: <http://acgov.org/auditor/sleb/sourceprogram.htm>.

- 17.6. Environmentally Friendly Packaging.** County is an environmentally-responsible employer and seeks all practical opportunities for waste reduction and recycling. The County, therefore, encourages its contractors, including CMR and its subcontractors, to reduce waste volume and toxicity by using environmentally-friendly packaging material whenever possible. Options may include backhauling product packaging to the supplier for reuse or recycling, shipping in bulk or reduced packaging, using soy bean-based inks for packaging printing, using recycled product packaging, or using recyclable or reusable packaging material. The County encourages all contractors for goods and services to adhere to these principles where practicable.
- 18. Burma Contracting.** CMR acknowledges the County's policy to minimize the expenditure of County funds on goods and services produced by any entity which buys, sell, leases or distributes commodities and/or professional services to (1) the government of Burma; or (2) any entity organized under the laws of Burma; or (3) any entity which does business with any private or public entity located in Burma, or conducts operations in Burma. CMR will make reasonable efforts to comply with the County's policy in making purchases and entering into subcontracts for this Project. (Ref. Alameda County, Cal., Adm. Code Title.4, §4.32.050(B),(F).)
- 19. LEED.** CMR shall comply with County Administrative Code's Construction Debris Management and Green Building Practices. This Project will be designed to meet minimum LEED™ "Silver" rating under the LEED rating system, or a county-approved equivalent, and CMR is required to perform the Work in a manner that will not delay or prevent LEED™ certification of the Project.
- 20. Compliance with Laws.** CMR shall observe and comply with all rules and regulations of the governing board of the County and all federal, state, and local laws, ordinances, regulations, and guidelines. CMR shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If CMR observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, CMR shall notify the County, in writing, and, at the sole option of the County, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon CMR's receipt of a written termination notice from the County. If CMR performs any Work that is in violation of any laws, ordinances, rules or regulations, without first notifying the County of the violation, CMR shall bear all costs and liability arising therefrom.
- 21. Payment of Prevailing Wages.**
- 21.1.** The CMR and all Subcontractors under the CMR shall pay all workers on Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of County, pursuant to sections 1770 et seq. of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Agreement, as determined by Director of the State of California Department of Industrial Relations, are on file at the County's principal office. Prevailing wage rates are also available from the County or on the internet at (<http://www.dir.ca.gov>).
- 21.2.** County hereby provides notice of the requirements described in Labor Code section 1771.1, subdivision (a), which states the following:
- "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a

violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

- 21.3.** CMR acknowledges that, for purposes of Labor Code section 1725.5, this work is a public work to which Labor Code section 1771 applies. CMR shall comply with Labor Code section 1725.5, including without limitation the registration requirements. Additionally, all “subcontractors” (as defined by Labor Code section 1722.1) shall comply with Labor Code section 1725.5 to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of the Agreement. CMR represents to the County that all “subcontractors” (as defined by Labor Code section 1722.1) are registered pursuant to Labor Code section 1725.5.
- 21.4.** The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. CMR shall post job site notices, as prescribed by regulation. CMR shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the Project.
- 22. No Third Party Rights.** Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of any third party against either the County or CMR.
- 23. County’s Evaluation of CMR and CMR’s Employees and/or Subcontractors.** The County may evaluate the CMR in any way the County is entitled pursuant to applicable law. The County’s evaluation may include, without limitation:
- 23.1.** Requesting that County employee(s) evaluate the CMR and the CMR’s employees and subcontractors and each of their performance.
- 23.2.** Announced and unannounced observance of CMR, CMR’s employee(s), and/or subcontractor(s).
- 23.3.** Compliance with the requirements of the County’s Enhanced Construction Outreach Program (ECOP), Small Local Emerging Business (SLEB) program, and First Source program.
- 23.4.** CMR agrees to remove or re-assign its employees as may be reasonably requested by the County as a result of the County’s evaluation. The County shall provide its request in writing, convey the basis for its request and provide reasonable time for CMR to satisfy the County’s request.
- 24. Limitation of County Liability.** Other than as provided in this Contract, County’s financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event, shall County be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Contract for the Services performed in connection with this Contract.
- 25. Notice.** Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or sent by overnight delivery service, addressed as follows:

County:
Alameda County
GSA-Technical Services Department
1401 Lakeside Drive, Suite 800
Oakland, CA 94612
Attn: _____

CMR:

_____, _____
Attn: _____

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

26. **False Claims.** CMR expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), County will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the CMR may be subject to criminal prosecution.
27. **Integration/Entire Contract of Parties.** This Contract constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Contract may be amended or modified only by a written instrument executed by both Parties.
28. **California Law.** This Contract shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Contract shall be maintained in Alameda County.
29. **Severability.** If any term, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
30. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Contract, except as otherwise provided in this Contract, has any authority to bind the other to any agreements or undertakings.
31. **Captions and Interpretations.** Paragraph headings in this Contract are used solely for convenience, and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the Parties.
32. **Signature Authority.** Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each Party has been properly authority and empowered to enter into this Contract.
33. **Counterparts.** This Contract and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
34. **Incorporation of Recitals and Exhibits.** The Recitals, Contract Documents, and each exhibit attached hereto are hereby incorporated herein by reference.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 20__

Dated: _____, 20__

Alameda County

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Approved as to form: _____
(Deputy) County Counsel

I hereby certify under penalty of perjury that the President of the Board of Supervisors was duly authorized to execute this document on behalf of the County of Alameda by a majority vote of the Board on _____, **20**____; and that a copy has been delivered to the President as provided by Government Code Section 25103.

Date

Clerk of the Board of Supervisors,
County of Alameda, State of California

Information regarding CMR:

CMR: _____

License No.: _____

DIR Registration No.: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

____ Individual

____ Sole Proprietorship

____ Partnership

____ Limited Partnership

____ Corporation, State: _____

____ Limited Liability Company

____ Other: _____

Employer Identification and/or Social Security
Number

NOTE: 26 USC § 6041 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The County requires your federal tax identification number or Social Security number, whichever is applicable.

Exhibit “A” – CMR CONTRACT
Scope of Services

CMR shall, as authorized, provide the Services specified herein in connection with the public works Project for the County, in accordance with the scope of the Project, which is more particularly described herein.

1. GENERAL DESCRIPTION OF THE PROJECT.

1.1. General Scope of Work.

- 1.1.1. The Project is the construction of a new building and site development for a community center comprised of approximately 17,500 gross square feet. The building includes but is not limited to all building structure, enclosure, interior improvements, mechanical, electrical, telecommunication, audio visual, and security systems.
- 1.1.2. The site development includes but is not limited to site preparation, underground utilities, landscape, hardscape, vehicular drives, surface parking, security barriers, fencing, and gates. The approximately 1.29 acre site will be cleared of existing site improvements by separate, preceding contractor, retained to remediate for identified hazardous materials.
- 1.1.3. Additionally, there is non-contiguous site development of a nearby parking lot, includes but is not limited to site preparation, underground utilities, landscape, hardscape, vehicular drives, surface parking, security barriers, fencing, and gates. The approximately 1.15 acre site is to be cleared of existing site improvements.
- 1.1.4. Furnishing and installation of interior movable furniture, furnishings, and fixtures is not part of the scope of Work for this Project. Notwithstanding this subsection, the CMR shall coordinate the incorporation of purchase, delivery and installation of these items on the Projects.
- 1.1.5. Prior to the Construction Phase, the County is removing and disposing off-site disposal of lead and/or pesticide contaminated soil as required to achieve California Department of Toxic Substances Control (DTSC) cleanup goals for residential development. The County will issue a Notice to Proceed to the successful Firm for the Construction Phase only after the County and the DTSC conclude that these tasks are completed.

The CMR shall ensure that any soil removed from the site during construction is, at a minimum, tested for lead and pesticides to determine appropriate off-site reuse or disposal. Firms must review section 00 31 20 Existing Conditions Information, section 00 31 32 Geotechnical Data, and all provisions in the Contract Documents related to hazardous materials including, without limitation, section 00 45 46.04-Hazardous Materials Certification, section 00 45 46.06-Imported Material Certification and section 00 73 56-Hazardous Materials Procedures & Requirements.

1.2. Design.

- 1.2.1. CMR is not the architect of the Project, but as indicated further herein, CMR shall perform specific Services during all Phases of the Project to assist, review, coordinate, opine and cooperate with the Architect and all other design professional(s) of the Project.
- 1.2.2. The Project design documents are at approximately seventy-five percent (75%) construction documents.

- 1.3. **Commissioning.** Although CMR will not provide commissioning services on the Project, CMR shall perform specific Services during all Phases of the Project to assist, review, coordinate, opine and cooperate with the County, the County's commissioning authority, other providers of commissioning services for the County, the Architect and all other design professional(s) of the Project.
- 1.4. **Preliminary Project Schedule.**
 - 1.4.1. Preconstruction Services Phase:
 - 1.4.1.1. Estimated Start Date: **October 15, 2016**
 - 1.4.1.2. Completion Date: **March 1, 2017**
 - 1.4.2. Construction Services Phase:
 - 1.4.2.1. Estimated Start Date: **April 1, 2017**
 - 1.4.2.2. Completion Date: **Fall 2018**
 - 1.4.3. **Master Project Schedule.** This Preliminary Project Schedule shall be the framework for the CMR's Master Project Schedule and the CMR shall not provide a schedule that has later Completion Dates than indicated here, unless approved in writing by the County.

2. PRECONSTRUCTION SERVICES PHASE.

CMR shall perform management and coordination services and other reviews as necessary to verify that the drawings and specifications are clear and reasonably accurate to minimize the need for changes during the Construction Phase of the Project, including but not limited to the following:

- 2.1. **General Services.**
 - 2.1.1. Attend regular meetings between the Architect, the County, County site personnel, and any other applicable consultants of the County as required to discuss the Project, including budget, scope and schedule.
 - 2.1.2. Assist Architect with the preparation of a written record of all meetings, conferences, discussions and decisions made between or among the County, Architect and CMR.
 - 2.1.3. Assist the Architect with making formal presentations to the governing board of County.
 - 2.1.4. Prepare and update the preliminary Project schedule.
 - 2.1.5. Prepare and update the components of the Contract Price and shall be primarily in control of ensuring that the Project can and is constructed for no more than that amount.
 - 2.1.6. Assist County with plan approval, review, input, and timeframe for same;
 - 2.1.7. Provide review and comment upon geotechnical / soils investigation report;
 - 2.1.8. Provide review and comment upon survey of the Project site;
 - 2.1.9. Provide review and comment upon any environmental impact report ("EIR") or other required California Environmental Quality Act ("CEQA") documents with County's CEQA consultant.

2.2. **Review of Design Documents.**

2.2.1. Pricing Options / Value-Engineering. Upon its receipt of design documents, CMR shall, within twenty-one (21) days, analyze the design documents and provide its opinion on options to reduce costs by revising scope or systems or, alternatively, options for receiving Subcontractor bids that include priced alternates for specific scope or systems so the County can utilize those prices to award a specific scope of work that will not exceed the GMP. CMR's analysis shall include, without limitation, a value-engineering components for County review and approval that:

2.2.1.1. Details areas of cost saving (e.g. construction processes/procedures, specified materials and equipment, and equipment or other aspects of the design documents that can be modified to reduce costs and/or the time for achieving final completion of the Project and/or to extend life-cycle and/or to reduce maintenance/operations costs, without diminution in the quality of materials/equipment/workmanship, scope or intended purposes of the Project);

2.2.1.2. Provides detailed estimate for proposed value-engineering items;

2.2.1.3. Defines methodology or approaches that maximize value; and

2.2.1.4. Identifies design choices that can be more economically delivered.

2.2.2. Constructability Review. Upon its receipt of design documents, CMR shall, within twenty-one (21) days, prepare detailed interdisciplinary constructability review that:

2.2.2.1. Ensures construction documents are well coordinated and reviewed for errors;

2.2.2.2. Identifies to the extent known, construction deficiencies and areas of concern;

2.2.2.3. Back-checks design drawings for inclusion of modifications;

2.2.2.4. Provides the County with written confirmation that:

2.2.2.4.1. Requirements noted in the design documents prepared for the Project are consistent with and conform to the County's Project requirements and design standards; and

2.2.2.4.2. Various components have been coordinated and are consistent with each other so as to minimize conflicts within or between components of the design documents.

2.2.3. Confirm Modifications to Design Drawings. If the County accepts CMR's comments, including the value-engineering and/or constructability review comments, CMR shall review the design documents to confirm that those comments are properly incorporated into the final design documents.

2.3. **Budget of Project Costs.**

2.3.1. At each stage of plan review indicated above, CMR shall ensure that its estimate of the Contract Price has not exceeded the budget for the Project. CMR shall advise the County and the Architect if it appears that the total cost of the Project may exceed the Contract Price established by the County and shall make recommendations for corrective action. CMR will further provide input to the County and Architect relative to value of

construction, means and methods for construction, duration of construction of various building methods and constructability.

- 2.3.2. In each portion of the Contract Price, CMR shall include values of scopes of work subdivided into component parts in sufficient detail to serve as the basis for progress payments during the Construction Phase. The Contract Price shall include, at a minimum, the following information divided into at least the following categories:

- 2.3.2.1. Overhead and profit;
- 2.3.2.2. Supervision;
- 2.3.2.3. General conditions;
- 2.3.2.4. Layout & Mobilization (not more than 1%);
- 2.3.2.5. Submittals, samples, shop drawings (not more than 3%);
- 2.3.2.6. Bonds and insurance (not more than 2%);
- 2.3.2.7. Close-out documentation (not less than 3%);
- 2.3.2.8. Demolition;
- 2.3.2.9. Installation;
- 2.3.2.10. Rough-in;
- 2.3.2.11. Finishes;
- 2.3.2.12. Testing;
- 2.3.2.13. Project Contingency;
- 2.3.2.14. Punchlist and acceptance.

CMR indicates its willingness and ability to enter into the CMR Contract to construct the Project for at or below that Contract Price, excluding unforeseen conditions or County-requested changes. This commitment is a component of the CMR Contract.

2.4. **Construction Schedule and Phasing Plan.**

CMR shall prepare a preconstruction schedule to guide the design team through to bid dates. The preconstruction schedule shall show the multiphases and interrelations of design, constructability review, and estimating. CMR shall also prepare a full construction schedule for the Project detailing the phasing and construction activities. CMR shall further investigate, recommend and prepare a schedule for the County's purchase of materials and equipment requiring long lead time procurement, and coordinate the schedule with the early preparation of portions of the Contract Documents by the Architect.

2.5. **Construction Planning and Subcontractor Bidding.**

- 2.5.1. CMR acknowledges that it is publicly bidding all Work that will be performed by Subcontractors and that the County will oversee but shall not control CMR's bidding process. Therefore, prior to bidding any of the Work to Subcontractors, CMR shall provide to the County for approval, a detailed, written process that the CMR will follow to bid the Work to Subcontractors which shall comply with all provisions of the Contract Documents including this subsection.
- 2.5.2. CMR shall provide to the County a written plan for the division of the construction activities of the Construction Phase work into subcontractor (trade contractor) bid packages.
- 2.5.3. Each bid package shall include a copy of all of the Contract Documents.
- 2.5.4. CMR may include, in the bid packages, legal terms and conditions standard to the CMR for the type and duration of the Subcontractor engagements contemplated by this Agreement, however, such terms and conditions shall not be such that they shall be considered onerous and likely to result in higher bid prices.

- 2.5.5. Bid packages shall be logical, inclusive, and distinct.
- 2.5.6. Notwithstanding County's review of the bid packages, CMR warrants the bid packages developed shall conform to the provisions of the Agreement. Any omissions, errors, or ambiguities in the bid packages shall be construed against the CMR and in favor of the County.
- 2.5.7. Each bid package shall include a statement of Work specifying all Work to be performed by that subcontractor for the portion of the Work as shown in the Contract Documents to be solicited, and shall include a schedule or due dates that requires the performance of the Work within the timeframe established for such time in the Master Project Schedule for the Construction Phase of the Project. Bid packages shall only solicit fixed price bids or Time and Materials bids with a fixed not-to-exceed amount.
- 2.5.8. Bid packages shall be sufficiently comprehensive to secure competitive bids for provision of all of the Construction Phase Work of the Project, as documented in the approved Contract Documents.
- 2.5.9. Individual packages shall, if the County so directs, include a number of additive or deductive alternates acceptable to the County. If the bid packages developed include alternates that require the selection and use of particular other alternate(s) in order to ensure the constructability of the Project, the CMR shall identify them, in writing, to the County.
- 2.5.9.1. If appropriate, the Master Project Schedule will be provided in trade contractor bid packages. The trade contractor bid packages shall include sufficient information regarding the timing of Work being bid to ensure that the Project can be constructed within the approved Master Schedule for the Construction Phase of the Work, and shall provide terms and conditions that will inform prospective subcontractors that they will be bound to performance within the established schedule.
- 2.5.10. All bid packages shall be provided to the County as a single deliverable, and are subject to review by the County.
- 2.5.11. Upon the County's written approval of the Subcontractor Bid Packages, the CMR is authorized to begin solicitations for subcontractor bidding.
- 2.5.12. **Subcontractor Bids.** CMR shall competitively bid the subcontractor bid packages as required herein and in the other Contract Documents, including without limitation:
- 2.5.12.1. CMR shall provide public notice of the availability of the work to be subcontracted in accordance with the publication requirements applicable to the competitive bidding process of the County that, at a minimum, are as stated in Public Contract Code section 20125, which states:
- “... cause an advertisement for bids for the performance of the work to be published pursuant to Section 6062 of the Government Code in a daily newspaper, or pursuant to Section 6066 of the Government Code in a weekly newspaper, of general circulation published in the county. If there is no such newspaper published in the county, the notice shall be given by posting in three public places for at least two weeks.”
- 2.5.12.2. In addition, CMR shall advertise in trade venues acceptable to the County and solicit qualifications from a sufficient number of subcontractors for each bid package to ensure at least three (3) qualified subcontractors result from this solicitation.

2.5.12.3. All subcontractors bidding on the Project shall be afforded the protections of the Subletting and Subcontracting Fair Practices Act (Cal. Public Contract Code §§4100 et seq.).

2.5.12.4. When the County has agreed in writing that at least three (3) qualified subcontractors for a bid package have been selected, CMR shall issue those bid packages to the identified subcontractors.

2.5.12.5. CMR shall conduct pre-bid conferences. CMR shall coordinate with County and the Architect in responding to subcontractor questions or providing clarification to all subcontractors.

2.5.12.6. CMR shall receive subcontractor bids for bid packages and shall verify:

2.5.12.6.1. Completeness;

2.5.12.6.2. That each subcontractor has agreed to be bound by Contract Documents; and

2.5.12.6.3. That each subcontractor has agreed to perform within a period of time that will ensure Completion of the Project in accordance with the Master Schedule.

2.5.12.7. Provided that each subcontractor bid complies with all of the above, the subcontractor bid shall be considered a conforming bid unless otherwise directed in writing by the County. If insufficient conforming subcontractor bids are received, CMR shall repeat the above solicitation process until CMR receives at least three (3) conforming subcontractor bids.

2.5.12.8. When sufficient conforming subcontractor bids have been received, the CMR, under the observation of the County and the Architect, shall identify that combination of bids and alternates as the County may elect to accept that has the best value while ensuring the timely construction of the Project and compliance with County programs set forth in the Contract.

2.6. Calculation of GMP.

2.6.1. Based on the GMP that the CMR provides to the County, pursuant to the Contract Documents, the County shall have the option to take the following action:

2.6.1.1. Proceed with the Construction Phase of the Project;

2.6.1.2. Terminate this Agreement;

2.6.1.3. Provide additional funds as required to authorize the Project; or

2.6.1.4. At the County's option and as a negotiated service, have the Architect or Engineer and CMR repeat the appropriate and necessary activities of the Preconstruction Services Phase, with the goal of modifying the Design Documents or period of proposed construction to reduce the total cost of the resultant combination of bids and alternate. CMR shall endeavor to mitigate any time lost due to re-bids or due to the time needed for the County to obtain any additional funding when revising the Master Schedule for the Construction Phase of the Project. Until GMP acceptable to the County is reached, this re-bidding process may be repeated a second time at the discretion of the County, and the County shall have the same options specified above.

2.6.1.5. If the second re-bid fails to produce a total construction cost less than or equal to an amount acceptable to the County, this Contract may be terminated by the County.

2.7. In the event of termination, CMR shall be paid in full for all Services provided through the end of

the Preconstruction Services Phase, and neither Party shall have any further claims or liability for damages to the other with regard to the Services provided for in this Contract.

- 2.8. CMR shall, upon authorization of the Construction Phase by the County, provide the Construction Services. CMR shall warrant the subcontractor bid packages against “scope gaps,” ambiguities, conflicts, or omissions.

3. CONSTRUCTION SERVICES PHASE.

- 3.1. Upon County’s authorization of the Construction Phase of this Contract, County shall issue a Notice to Proceed to CMR to begin the Construction Services Phase of the Project in accordance with the approved Contract Documents and the Master Schedule.
- 3.2. CMR shall provide the Construction Services and shall be responsible for the construction of the Project pursuant to the Contract Documents.
- 3.3. CMR shall be paid not more than the GMP price for the Work. Payments will be made in accordance with the Contract Documents.
- 3.4. CMR shall enter into contracts with the subcontractors responsible for the bid / alternates selection that resulted in the GMP price to perform the Construction Services.
- 3.5. The CMR shall conduct preconstruction conference(s) with the subcontractors, Architect, Project construction and safety inspector(s), Project Manager and other appropriate persons. At these meetings, CMR shall prepare necessary documents or schedule appropriate persons to explain the specific Project requirements, as follows:
 - 3.5.1. The meeting agenda;
 - 3.5.2. A list of construction procedures for clarifications, Field Directives, Change Orders, shop drawings, progress payments, field testing and inspection;
 - 3.5.3. The construction quality management program;
 - 3.5.4. The safety program; and
 - 3.5.5. The pre-construction conference notes
 - 3.5.6. The PSCBA.
- 3.6. **SWPPP.** CMR shall be the Qualified SWPPP Practitioner (“QSP”) on the Project and shall ensure the Project Site is compliant with the State Water Resources Control Board (SWRCB) National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order # 2009-0009-DWQ as amended by 2010-0014-DWQ & 2012-0006-DWQ). This includes but is not limited to: installation and maintenance of best management practices (BMPs) as designed in the approved project SWPPP, coordination with the project’s Qualified SWPPP Developer, handling and treatment of storm and non-storm effluent, and mitigation of construction related pollution at all times.
- 3.7. **CEQA.** CMR shall incorporate and implement into its Work, all mitigation measures indicated in the County’s environmental impact report or County’s other required California Environmental Quality Act (“CEQA”) documents.



WILLIE A. HOPKINS, JR., Director

1401 LAKESIDE DRIVE, OAKLAND, CALIFORNIA 94612 510 208 9700 FAX 510 208 9711 WWW.ACGOV.ORG/GSA/

COUNTY OF ALAMEDA

REQUEST FOR QUALIFICATIONS #13023

FOR

CONSTRUCTION MANAGER AT-RISK SERVICES

FOR

CHERRYLAND COMMUNITY CENTER PROJECT

For complete information regarding the project see RFQ posted at:
http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp

RESPONSE DUE
by or before
2:00 p.m.

on

July 29, 2016

at

Alameda County, GSA-Technical Services Department
1401 Lakeside Drive, Suite 900
Oakland, CA 94612

**REQUEST FOR QUALIFICATIONS
FOR
CONSTRUCTION MANAGER AT-RISK SERVICES

FOR

COMMUNITY CENTER PROJECT**

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**EXHIBIT “A” – CMR CONSTRUCTION QUALIFICATIONS
QUESTIONNAIRE**

**EXHIBIT “B” – FORMS AND CERTIFICATIONS REQUIRED TO BE
SUBMITTED WITH SOQ**

EXHIBIT “C” – CMR’S GENERAL CONDITIONS TABLE

EXHIBIT “D” – COUNTY EVALUATION PROCESS

EXHIBIT “E” – (INTENTIONALLY OMITTED)

EXHIBIT “F” – SOQ PROTEST/APPEALS PROCESS

**EXHIBIT “G” – EXCEPTIONS, CLARIFICATIONS AND
AMENDMENTS FORM**

**EXHIBIT “H” – CONTRACT FOR PRECONSTRUCTION AND
CONSTRUCTION SERVICES**

I. INTRODUCTION AND INFORMATION

A. Purpose of RFQ. The County of Alameda (“County”), through this Request for Qualifications (“RFQ”), is soliciting qualified firms, partnerships, corporations, associations, persons, or professional organizations (“Firm(s)” or “Contractor(s)” or “CMR(s)”) to submit a Statement of Qualifications (“SOQ(s)”) for construction manager at risk services (“Services”) to the County for the Cherryland Community Center Project.

B. PROJECT DESCRIPTION AND SCOPE OF WORK

The Community Development Agency, and the General Services Agency (“GSA”) have developed a design for a 18,500 square foot Cherryland Community Center for the residents of the greater unincorporated neighborhoods of Cherryland, San Lorenzo and Ashland (“Project”).

The Project is located at 278 Hampton Road (APN 413-35-010), 17482 Boston Road (APN 413-35-14-03) and the Meek Estate Park parking lot (APN 413-35-19-2) in the community of Cherryland in unincorporated Alameda County. The Project will be constructed on two parcels totaling approximately 56,968 square feet or approximately 1.3 acres. The total Project Area includes an existing parking lot and is approximately 2.2 acres and involves the construction of a new 17,500 square feet Cherryland Community Center and improvements to the existing Meek Estate Park parking lot. The facility will be operated and maintained by Hayward Area Recreational Parks District (“HARD”), which will operate the completed facility. HARD is also contributing the Boston Road parcel to the Project site and the improvement of their nearby Meek Estate parking lot.

The Cherryland Community Center will serve as a gathering place and community focal point for local residents of all ages. The Cherryland Community Center will include a lobby/reception gathering space area, a 5,000 square feet Community Event Room with adjoining courtyard and commercial kitchen, three (3) Multiple Activity Rooms, a Satellite Library, and additional space for pre-K facilities. The Cherryland Community Center will provide space for a number of uses, including wedding receptions, lectures, performances, speaking engagements, yoga, art and exercise classes; reading programs, library and computer/technology access and a diverse array of educational and recreational classes.

The Project site will accommodate 20 parking places. Currently with 56 places, the existing parking lot at the nearby Meek Estate will, as part of this scope, be improved and expanded to 105 total spaces.

C. CONSTRUCTION BUDGET & CONSTRUCTION SCHEDULE

The County has set the maximum budget for the construction of the Project at **Fifteen Million Dollars (\$15,000,000)**. The County’s intention is to agree upon a Guaranteed Maximum Price (“GMP”) based on Project Budget.

The County has the following preliminary project schedule requirements and expectations, which are subject to change at the County’s discretion, which are subject to change at the County’s discretion:

Duration of Preconstruction Phase	160 Days
Duration of Construction Phase	15 months
Completion of construction of Project	June 2018

D. STATUS OF PROJECT DESIGN

The design documents, consisting of design drawings and specifications, have been prepared by the architect-engineering (A-E) team headed by **Noll & Tam Architects**. The design documents are at approximately seventy-five percent (75%) construction documents. These, and all project documents referenced in this RFQ, are available for download at:

<https://onedrive.live.com/redir?resid=804A581F627962A4!4661&authkey=!AIxqmUBePeghFJM&ithint=folder%2c>

Other documents available for review in the preparation of a SOQ are: the County's geotechnical report, the Project's EIR documents and the Draft Site Remediation Plan (the scope of which is not within the CMR's Contract). These documents are for reference only. The County expects the selected CMR to review those documents during the Preconstruction Phase to ensure it fully understands the Project's Scope of Work and to confirm it can construct the Project for the Contract Price within the Preliminary Project Schedule.

The A-E team have also initiated discussion with Alameda County Fire Department (ACFD) with an initial fire/life safety review. Conditions of approval and deferred submittal requirements will be summarized in upcoming Addendum.

E. SITE HISTORY

1. Prior Uses

The Project's two parcels were previously part of a large agricultural complex surrounding the adjacent Meek Estate. The "Hampton" parcel contained a caretaker's residence and chicken coops, both of which were damaged by fire in early 2000's. The debris was subsequently demolished and razed across the site. Its removal is not part of this scope; see Current Status below.

2. Current Status

The County is performing remedial actions to mitigate lead and pesticide contamination at the site which was most recently used as a residence. The County's actions will include removal and off-site disposal of lead and/or pesticide contaminated soil as required to achieve California Department of Toxic Substances Control (DTSC) cleanup goals for residential development. The County will issue a notice to proceed to the successful Firm for the Construction Phase only after the County and DTSC conclude that these tasks are completed.

The County's efforts do not mean that all lead and pesticide impacted soil will be removed from the site. The successful Firm shall ensure that any soil removed from the site during construction is, at a minimum, tested for lead and pesticides to determine appropriate off-site reuse or disposal. Firms must review section 00 31 20 Existing Conditions Information, section 00 31 32 Geotechnical Data, and all provisions in the Contract Documents related to hazardous materials including, without limitation, section 00 45 46.04-Hazardous Materials Certification, section 00 45 46.06-Imported Material Certification and section 00 73 56-Hazardous Materials Procedures & Requirements.

F. SUMMARY OF THE SELECTION PROCESS

1. **Project Phases.** The Project has two phases: The Preconstruction Phase and the Construction Phase.
2. **CMR Requirements.** Each firm that desires to be considered as the CMR for the Project, must:
 - a) Attend a one of two Networking/RFQ Conferences;
 - b) Complete and timely submit an SOQ, which includes, without limitation, the CMR Construction Qualifications Questionnaire,” the “RFQ Questions,” and a “Professional Fees and Preliminary Proposal” (in a separate envelope). See the “SOQ CONTENT” section herein.
3. **County’s Evaluation and Selection Process.**
 - a) The County will evaluate the SOQs and Firms’ responses to the CMR Construction Qualifications Questionnaire to determine each Firm’s qualification points.
 - b) The County will award the Project, if it awards it at all, to the Firm with the lowest Best Value Score as further described in **Exhibit “D”** – County Evaluation Process for Request for Qualifications for Construction Manager At-Risk Services).
4. **Phase 1: Preconstruction**
 - a) There will only be one (1) contract awarded by the County, but the scope for the initial phase will only be for the Preconstruction Services as identified in Exhibit “A” (Scope of Services) of the CMR Contract and as further defined herein.
 - b) Work in this Phase is subject to County of Alameda SLEB requirements, further described below in the “**County’s SLEB Program**” section.
 - c) After performing the Preconstruction Services and consulting with Project Architect and after the construction documents are one hundred percent (100%) complete, the selected CMR firm will formally bid the work of the Project to subcontractors, including those in the County database. After those bids are received, and when the County determines that the final GMP and project requirements are set, County staff intends to bring a recommendation to the Board for approval of the GMP. A Notice to Proceed will be issued after all requirements are completed.
5. **Phase 2: Construction**
 - a) County intends to issue a Notice to Proceed to the selected Firm to begin the Construction Services Phase of the Project in accordance with the approved Contract Documents and the Master Schedule.
 - b) Work in this Phase is subject to County of Alameda ECOP requirements, further described below in the “**County’s ECOP Program**” section.

G. Contact. The County's GSA Technical Services Department ("TSD") is managing the RFQ process for the County. All contact during this process is to be through TSD only.

1. Any Firms contacting other County personnel, officers, or elected officials related in any way to this RFQ may be disqualified from the RFQ process.
2. Questions regarding this RFQ must be received in writing by Brian Laczko at brian.laczko@acgov.org by the time and date indicated in the Calendar of Events below.

H. Addenda. The GSA Contracting Opportunities website will be the official notification posting place of all Request for SOQs and Addenda. To view current contracting opportunities, go to: http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp. Firms must monitor that website for all information regarding this RFQ. The County is not responsible for sending individual notification of changes or updates. It is the sole responsibility of the Firms to remain apprised of changes to this RFQ.

I. Not a Bid. This RFQ is not a formal request for bids, or an offer by the County to contract with any Firm(s) responding to this RFQ. The County also reserves the right to amend this RFQ as necessary. All materials submitted to the County in response to this RFQ shall remain the property of the County. The County reserves the right to seek SOQs from, or to contract with, any Firm(s) not participating in this process. The County shall not be responsible for the costs of preparing any SOQ in response to this RFQ. The County reserves the right to award to a single Firm or multiple Firms. The County has the right to decline to award this contract to all Firms for any reason. The County reserves the right to reject any or all responses that materially differ from any terms contained herein or from any Exhibits attached hereto, and to waive informalities and minor irregularities in responses received.

J. Payment of Prevailing Wage.

1. The selected Firm and its subcontractors shall pay all workers on the Project not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed, pursuant to sections 1770 et seq. of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed, as determined by the Director of the Department of Industrial Relations, are on file at the County's principal office. Prevailing wage rates are also available on the internet at (<http://www.dir.ca.gov>).
2. Firms shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its Certified Payroll Records to the Labor Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations. Labor Code section 1771.1(a) states the following:

"A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code,

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

K. Services. The Services for the Project will be separately authorized in two (2) phases: the Preconstruction Phase and the Construction Phase and will include, without limitation, all the Services or Work indicated in the Contract for Preconstruction and Construction Services, attached hereto as **Exhibit “H.”**

L. Calendar of Events. The dates, times and locations below are subject to change by the County at its discretion. All Firms should regularly check the following website for any changes to this calendar:

http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp

Event	Date/Location
RFQ Issued	JUNE 24, 2016
MANDATORY 1 st Networking/RFQ Conference Attendance at one of the conferences is required	JULY 6, 2016 / 11 AM, 1111 JACKSON ST., OAKLAND, CA ROOM 226
MANDATORY 2 nd Networking/RFQ Conference Attendance at one of the conferences is required	JULY 7, 2016 / 1 PM, 1111 JACKSON ST., OAKLAND, CA ROOM 226
Emailed-Written Questions Due	<u>BY</u> JULY 13, 2016 / 2 PM
Final Addendum Issued	JULY 14, 2016
<u>Sealed SOQs Due</u>	<u>JULY 29, 2016 / 2 PM,</u> <u>1401 LAKESIDE, ROOM 900,</u> <u>OAKLAND, CA</u>
Evaluation Period Ends	AUGUST 18, 2016
Interviews	SEPT 1- SEPT 7, 2016
Board Decision on Firm	OCTOBER 4, 2016

M. Networking Conference. The County shall only accept SOQs from Firms that have attended at least one (1) of the County’s two (2) networking/RFQ conference(s), each of which will be held to:

1. Provide an opportunity for small and local and emerging businesses (SLEBs) and large firms to network and develop partnering relationships in order to participate in the contract(s) that may result from this RFQ.

2. Provide an opportunity for Firms to ask specific questions about the Project(s) and request RFQ clarification.
3. Provide Firms an opportunity to receive documents or information necessary to respond to this RFQ.
4. Provide the County with an opportunity to receive feedback regarding the Project(s) and this RFQ.

Written questions submitted prior to the networking/RFQ conference(s), in accordance with the Calendar of Events, and verbal questions received at the networking/RFQ conference(s), will be addressed whenever possible at the networking/RFQ conference(s). Substantive questions will be addressed and will be included in an RFQ Addendum following the networking/RFQ conference(s) in accordance with the Calendar of Events.

- N. County's SLEB Program.** Any Firm selected to perform Preconstruction Phase Services must comply with the requirements of the County's Small Local Emerging Business (SLEB) program as further described in the documents attached in **Exhibit "B"**.
- O. County's ECOP Program.** Any Firm selected to perform Construction Phase Services must comply with the County's Enhanced Construction Outreach Program (ECOP) as further described in **Document 00 22 19 (Supplementary Instructions to CMR- Enhanced Construction Outreach Program)**.
- P. County's Project Stabilization / Community Benefit Agreement (PSCBA).** Any Firm selected to perform Construction Phase Services must comply with the County's current PSCBA that the County has entered into with the Building & Construction Trades Council of Alameda County.
The PSCBA and associated requirements are attached in **Document 00 73 49**.
- Q. Burma Contracting.** It is County policy to minimize the expenditure of County funds on goods and services produced by any entity which buys, sell, leases or distributes commodities and/or professional services to (1) the government of Burma; or (2) any entity organized under the laws of Burma; or (3) any entity which does business with any private or public entity located in Burma, or conducts operations in Burma. Firms are required to comply with the policy in making purchases and subcontracts. (ref. Alameda County, Cal., Adm.Code tit.4, §4.32.050(B),(F)).
- R. CMR's Subcontractors.**

1. A successful Firm must also provide public notice of the availability of the work to be subcontracted in accordance with the publication requirements applicable to the competitive bidding process of the County (Public Contract Code §20146 (c) (1)). At a minimum, the County's formal bidding requirements are as stated in Public Contract Code section 20125, which states:

"... cause an advertisement for bids for the performance of the work to be published pursuant to Section 6062 of the Government Code in a daily

newspaper, or pursuant to Section 6066 of the Government Code in a weekly newspaper, of general circulation published in the county. If there is no such newspaper published in the county, the notice shall be given by posting in three public places for at least two weeks.”

2. All subcontractors bidding on the Project shall be afforded the protections of the Subletting and Subcontracting Fair Practices Act (Cal. Public Contract Code §§4100 et seq.).

II. SUBMITTAL OF SOQS

- A.** All SOQs must be **sealed** and received at the time, date, and location indicated in the Calendar of Events. Any SOQ received after that stated time and/or date or at a place other than the stated address cannot be considered and will be returned to the Firm unopened.

AS PART OF ITS SOQ, FIRM MUST SUBMIT ITS PRECONSTRUCTION FEES AND PRELIMINARY PROPOSAL IN A SEPARATE SEALED ENVELOPE – SEE THE “PROFESSIONAL FEES AND PRELIMINARY PROPOSAL” SECTION BELOW FOR DETAILS.

- B.** If hand delivering an SOQ, please allow time for metered street parking or parking in the area's public parking lots and entry into the secure building.
- C.** The GSA Procurement and/or TSD's timestamp shall be the official timepiece for the purpose of establishing the actual receipt of SOQs.
- D.** Firm's name and return address must also appear on the mailing package.
- E.** No electronically transmitted, e-mailed, or facsimile SOQs will be considered.
- F.** By submission of its SOQ, Firm agrees and acknowledges all RFQ specifications, terms and conditions, and indicates ability to perform.
- G.** Only one (1) SOQ response will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one SOQ.
- H.** It is the responsibility of the Firms to clearly identify information in their SOQ responses that they consider to be confidential under the California Public Records Act. For more information, see: <http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm>

III. SOQ FORMAT

- A.** SOQ responses are to be straightforward, clear, concise, and specific to the information requested. Submit, in 8-1/2 x 11 format, one (1) original plus four (4) copies of the SOQ, plus a copy shall be submitted on a read-only CD or solid-state memory device in “PDF” format.
- B.** Original SOQ is to be clearly marked, printed on plain white paper, and must be in a 3-ring binder (NOT bound).
- C.** It is preferred that all SOQs submitted shall be printed double-sided and on a minimum of 30% post-consumer recycled content paper. Inability to comply with this recommendation will have no impact on the evaluation and scoring of the SOQ.
- D.** Submittals shall contain only material directly related to the Firm’s response to requirements, not general marketing materials. Firms must organize information under tabs in the same order delineated below under “Response Content.”
- E.** In order for its SOQ to be considered complete, Firm must provide all information requested.

IV. SOQ CONTENT

- A. Letter of Interest.** A dated Letter of Interest must be submitted that includes the legal name of the Firm, address, telephone and fax numbers, and the name, title, and signature of the person(s) authorized to submit the SOQ on behalf of the Firm. The Letter of Interest should provide a brief statement of Firm's experience and indicate the unique background and qualities of the Firm, its personnel, and its sub-consultants, and what will make the Firm a good fit for work in the County.
- B. Table of Contents.** A table of contents of the material contained in the SOQ should follow the Letter of Interest.
- C. Executive Summary.** The executive summary should contain an outline of Firm's construction management approach along with a brief summary of Firm's qualifications. Not to exceed one (1) page.
- D. Firm Philosophy.** Describe Firm's philosophy and how Firm intends to work with the County's administration officials including project managers, facilities directors, and site personnel to perform the Services and to develop techniques and responses related to the unique challenges of County's program requirements. Not to exceed two (2) pages.
- E. Form of CMR Contract.** Attached hereto as **Exhibit "H"** is a form of Contract for Preconstruction and Construction Services ("CMR Contract"), including the indemnification provision that the County includes in its CMR Contract. Firm must provide any proposed revisions, if any, to County's form of CMR Contract in its response. **PLEASE NOTE: The County will not consider any substantive changes to the form of CMR Contract if those revisions are not submitted with Firm's response to this RFQ.** The County reserves the right to revise the form of CMR Contract, at its sole discretion.
- F. County Forms and Certifications.** See **Exhibit B**.
- G. CMR Construction Qualifications Questionnaire.** As stated herein, the County's selection shall be based on all criteria for all phases of the Project.
1. To assist the County in its evaluation of Firm's ability to perform the Services, Firm must fully complete and submit the CMR Construction Qualifications Questionnaire, attached hereto as **Exhibit "A"** ("Questionnaire").
 2. Note that the Questionnaire requires Firm to submit financial statement(s) in a separate sealed envelope.
 3. As with all responses in the SOQ, Firm's Questionnaire shall be deemed nonresponsive if, without limitation, Firm's Questionnaire is not returned on time, does not provide all requested information, is not signed under penalty of perjury by an individual who has the authority to bind Firm, is not updated as required or is misleading or inaccurate in any material manner (e.g., financial resources are overstated; previous violations of law are not accurately reported, etc.).
- H. RFQ Questions**

1. **Preconstruction Services.** For any project listed in the Questionnaire, indicate for which of those projects Firm also provided all or some of the Preconstruction Phase Services. Provide detailed information, qualifications and past experience demonstrating Firm's expertise to provide the Preconstruction Phase Services.
2. **CMR Projects.** For any project listed in the Questionnaire, indicate for which of those project(s) Firm were delivered using a CMR process. Provide detailed information, qualifications and past experience demonstrating Firm's expertise using this method.
3. **Value Engineering.** For any project listed in the Questionnaire, indicate for which of those projects Firm also provided any value engineering directed at analyzing designed building features, systems, equipment, and material selections for the purpose of achieving essential functions at the lowest life cycle cost consistent with required performance, quality, reliability, and safety.
4. **Personnel/Subconsultants.** Include resumes of Firm's key personnel and Firm's subconsultants' key personnel (collectively "Key Personnel") who would be performing Services for the County.
 - a) Specifically define the role of each Key Personnel and outline his or her individual experience and responsibilities.
 - b) Indicate all Key Personnel who will serve as primary contact(s) for the County.
 - c) Indicate Firm's and the Key Personnel's availability to provide the Services.
 - d) Distinguish the Key Personnel used in each of the Project's two phases, the Preconstruction Phase and the Construction Phase.
 - e) Resumes of Key Personnel shall show relevant experience for the Project's scope as well as the length of employment with Firm.
 - f) Describe how Firm's team and Key Personnel will work with the County and GSA staff.
 - g) Indicate where the project managers and Key Personnel for each firm on Firm's team will be physically located.
5. **Budget.** Describe how Firm intends to assist County in meeting established project budgets and in prioritizing project construction to meet budgets.
6. **Schedule.** Discuss Firm's ability to meet construction schedules for comparable projects, Firm's schedule preparation and management procedures, and how Firm has successfully handled potential delays both for the contract documents and for field changes.

7. **Political Environment.** Describe Firm's experience managing projects within political environments including facilitation of community involvement in the construction process.
8. **Small Local Emerging Business Program (SLEB).** Describe how Firm will comply with the County's SLEB Program during the Preconstruction Phase, with particular reference to any mentoring or capacity developing strategies represented by partnering with local Alameda County firms.
9. **Enhanced Construction Outreach Program (ECOP).** Describe Firm's strategies to meet or exceed the goals of the ECOP Program during the Construction Phase.
10. **Elation.** Describe Firm's prior experience with Elation Systems (or similar contract compliance management systems).
11. **First Source.** Acknowledge and describe Firm's strategies in meeting the County's First Source Programs.
12. **Environmental.** Describe Firm's efforts to perform all Services in an environmentally responsible manner.
13. **Firm Education.** Indicate ongoing commitment to professional education of staff, total number of permanent employees, and any other data that may assist the County in understanding Firm's qualifications and expertise.
14. **Conflict of Interest.** If applicable, provide a statement of any recent, current, or anticipated contractual obligations that relate to similar work that may have a potential to conflict with Firm providing the Services to the County.
15. **Additional Information.** Provide any additional helpful information, options or features related to Firm's program or its services that will assist in the County's evaluation and selection process.

I. Professional Fees and Preliminary Proposal.

PROVIDE THE FOLLOWING INFORMATION IN A SEPARATE SEALED ENVELOPE AS PART OF FIRM'S SOQ:

1. **Preconstruction Phase Services:** State what Firm will charge to provide the Preconstruction Phase Services as identified in **Section 2 of Exhibit "A" (Scope of Services for "Preconstruction Services Phase") of the CMR Contract**, based on either identified hourly fees or for specific sums for identified tasks. Provide a total charge for the Preconstruction Phase Services based on anticipated hours work, etc.
2. **Preliminary Construction Services Proposal.** Firm shall provide a preliminary proposal to perform the Construction Phase Services for the Project, by providing Firm's charge to the County for the following items. The County understands that some of these amounts may change based on Firm's more detailed analysis of the Project.
 - a) **General Conditions:** Utilizing the following table, provide as a **full Project lump sum amount**, Firm's total charge for its General Conditions in its performance of the Work of the Project.

Total of CMR's General Conditions in its performance of the Work , which is the sum of all items detailed below.	\$ _____
Labor Costs	\$ _____
Materials	\$ _____
Equipment	\$ _____
Temporary Facilities	\$ _____
Insurance (non-OCIP)	\$ _____
Bonds, <u>not</u> including Subcontractor bond or subcontractor default insurance costs.	\$ _____
[Other] _____	\$ _____
[Other] _____	\$ _____

- (1) Do **not** list the General Conditions as a percentage of Project costs.
- (2) Firm must provide its total cost for **all** of the items indicated as "CMR's General Conditions in its Performance of the Work" in the CMR's General Conditions Table above.

(3) As additional information, Firm can indicate if it intends to have subcontractor(s) be responsible for some of the General Conditions items as part of the “Direct Cost of Work,” or if Firm intends to include additional items as General Conditions. This additional information does not change Firm’s requirement to provide its General Conditions exactly as indicated in the CMR’s General Conditions Table based on the “CMR’s General Conditions in its Performance of the Work.”

- b) **Mark-up on Subcontractor Work:** Provide as a percentage of the amount for which the mark-up applies. Firm shall provide a breakdown of the mark-up or any information that will assist the County’s evaluation of this proposed item. Firm shall not increase the proposed mark-up provided in its SOQ. If selected by the County, Firm’s proposed mark-up set forth in its SOQ shall be used **as a set, lump sum amount** in its Contract with the County for the Project and will not be increased.
- c) **Mark-up on Direct Costs for Self-Performed Work:** Provide as a percentage of the amount for which the mark-up applies. Firm shall provide a breakdown of the mark-up or any information that will assist the County’s evaluation of this proposed item. Firm shall not increase the proposed mark-up provided in its SOQ. If selected by the County, Firm’s proposed mark-up set forth in its SOQ shall be used **as a set, lump sum amount** in its Contract with the County for the Project and will not be increased.
- d) **Fee:** If Firm intends to charge a fee, overhead, profit, or similar charge in addition to the “mark-ups” indicated above, please state what that charge is as a percentage of the amount for which the mark-up applies. Firm shall not increase the proposed fee provided in its SOQ. If selected by the County, Firm’s proposed fee set forth in its SOQ shall be used **as a set, lump sum amount** in its Contract with the County for the Project and will not be increased.
- e) **Other Costs:** Any other costs, fees, or charges Firm intends to charge the County to perform the Work of the Project. Firm shall not increase the proposed costs provided in its SOQ. If selected by the County, Firm’s proposed costs set forth in its SOQ shall be used in its Contract with the County for the Project.

3. The County will use the Fee for Preconstruction Phase Services and the Preliminary Construction Services Proposal in Step 4 of the County’s Evaluation Process to determine the Best Value Score. See Exhibit D for detailed breakdown.

- J. Exhibits/Attachments.** Firm shall include in its submittal completed and signed documentation for all listed Exhibits, including any attachments required by the Exhibits. Any material deviation from these requirements may be cause for rejection of the SOQ, as determined in the County’s sole discretion. The County policies, rules, and regulations included with or referenced by this RFQ are subject to change and may be amended from time to time. Firms will be subject to and comply with the most recent version of the

applicable County policies, rules, and regulations then existing, unless otherwise indicated, at the issuance of any request for proposals from qualifying Firms.

V. COUNTY EVALUATION PROCESS.

All SOQs will be evaluated by a County Selection Committee in accordance with County's Evaluation Process and Evaluation Criteria, attached hereto as **Exhibit "D."** The County's Evaluation Process and Evaluation Criteria shall take into consideration both the qualification of Firm, as demonstrated by Evaluation Criteria, and by the cost proposed to provide the Services.

A. Explanation of Scoring Framework. Through this RFQ, the County shall utilize a best value method to select one Firm to provide the Services. The selection shall be based on all criteria for all phases of the Project. The County Selection Committee shall evaluate Firms' SOQs as fully set forth in the County's Evaluation Process and Evaluation Criteria, attached hereto. That process, which is described in detail in **Exhibit "D,"** is generally as follows:

Step 1 – Scoring of SOQ Responses and Responses to Questionnaire. County evaluates and scores Firms' SOQs, including the required RFQ Questions described herein and the Qualification Questionnaire attached hereto. Firms that meet or exceed the minimum qualification points required at the conclusion of Step 1 will move onto Step 2 – References.

Step 2 – References. County contacts and scores only the references of Firms that have met or exceeded the minimum total qualification points required at the conclusion of Step 1. Firms that meet or exceed the minimum qualification points required at the conclusion of Step 2, *which combines Firm's Step 1 and Step 2 scores*, will move onto Step 3 – Interview.

Step 3 – Interview Scoring. County interviews only Firms that have met or exceeded the minimum total qualification points required at the conclusion of Step 2 (the combined scores of Step 1 and Step 2). For Step 3, qualification points earned by Firms in Step 1 and Step 2 will be set aside and the qualification points of each Firm that makes it to Step 3 will be "reset" moving into Step 3.

Step 4 – Determination of Best Value Score. County determines Firms' Best Value Score by dividing the Firm's Total Proposed Cost by the Firm's total qualification points at the conclusion of the Step 3 Interview. Each Firm's Best Value Score will be compared to the other Firms completing Step 3 and the County will select the Firm, if it selects any Firm, with the *lowest* Best Value Score. All Firms invited to interview with the County will be notified of the results of Step 4 Scoring Results.

B. If the County and a successful Firm are unable to agree on the terms of the CMR Contract, the County may request proposals and pricing from other Firm(s) that respond to this RFQ. The County does not intend to open a new request for qualification process for the Project(s), but reserves the right to do so, at its sole discretion.

VI. REJECTION OF SOQs.

The County may reject any or all SOQs and may or may not waive an immaterial deviation or defect in an SOQ. The County's waiver of an immaterial deviation or defect shall in no way modify the RFQ or excuse a Firm from full compliance with the RFQ. The County reserves the right to accept or reject any or all of the items in an SOQ, and to award the contract in whole or in part.

VII. OTHER COUNTY REQUIREMENTS

A. Small/Local Business Participation. The County is vitally interested in promoting the growth of small and emerging local businesses by means of increasing the participation of these businesses in the County's purchase of goods and services. As a result of the County's commitment to advance the economic opportunities of these businesses, Firms must meet the County Small Local and Emerging Business (SLEB) Program.

1. Elation.

- a) Alameda County utilizes the Elation Systems contract compliance application as part of its commitment to assist contractors to conveniently comply with legal and contractual requirements. Elation Systems, a secure web-based system, was implemented to monitor compliance and to track and report SLEB participation in County contracts.
- b) The prime contractor and all participating local and SLEB subcontractors awarded contracts are required to use Elation Systems to submit SLEB Program information including, but not limited to, monthly progress payment reports and other information related to SLEB participation. Use of Elation Systems, support, and training is available at no charge to prime contractors and subcontractors participating in County contracts.
- c) Upon contract award, the County will provide contractors and subcontractors a code that will allow them to register and use Elation Systems free of charge.
- d) It is the contractor's responsibility to ensure that they and their subcontractors are registered and trained, as required, to utilize Elation Systems.

B. First Source Program. The County is vitally interested in supporting our Alameda County employed and underemployed residents. Contractors awarded contracts for goods and services for \$100,000 or more as a result of this RFQ are required to agree to this program. For more details, visit: <http://acgov.org/auditor/sleb/sourceprogram.htm>.

C. Environmentally Friendly Packaging. The County is an environmentally-responsible employer and seeks all practical opportunities for waste reduction and recycling. The County, therefore, encourages its contractors to reduce waste volume and toxicity by using environmentally-friendly packaging material whenever possible. Options may include backhauling product packaging to the supplier for reuse or recycling, shipping in bulk or reduced packaging, using soy bean-based inks for packaging printing, using recycled product

packaging, or using recyclable or reusable packaging material. The County encourages all contractors for goods and services to adhere to these principles where practicable.

- D. Amended County Policies.** Any and all County policies, rules, and regulations included with or referenced by this RFQ are subject to change and may be amended from time to time. Firms will be subject to and shall comply with the most recent version of all applicable County policies, rules, and regulations then existing, unless otherwise indicated, at the issuance of any request for proposals from qualifying Firms.
- E. Protest / Appeals Process.** Attached hereto as **Exhibit “F”** is a copy of the County’s “SOQ Protest / Appeals Process” that applies to this RFQ. All Firms that seek to file an appeal or a protest must follow this process.

EXHIBIT “A” – CMR CONSTRUCTION QUALIFICATIONS QUESTIONNAIRE

COUNTY OF ALAMEDA

GSA PROJECT #13023

CMR (OR “FIRM”) INFORMATION			
CMR’s company name:			
Address:			
Telephone:			
Mobile telephone:			
E-mail:			
Years in business under current company name:			
Years at the above address:			
Types of work performed with own forces:			
Gross revenue of the Firm for the past three (3) years:			
	\$	\$	\$
<i>Submit in a separate sealed envelope an audited or reviewed financial statement for the past two (2) full fiscal years. A letter verifying availability of a line of credit may also be attached; however, it will be considered as supplemental information only, and is not a substitute for the required financial statement.</i>			
Name of license holder exactly as on file with the California State License Board:			
License classification(s):			
License Number(s):			
License expiration date(s):			
DIR Registration Number:			
Responsible Managing Officer (RMO) or Employee (RME) for CMR:			
Number of years license holder has held the listed license(s):			
Number of years CMR has done business in California under contractor's license law:			
Number of years CMR has done business in California under CMR's current license number:			
Has your Firm changed name(s) or license number(s) in the past five (5) years? (Y / N). If “yes”, explain on a separate signed sheet, including the reason for the change.			
Has there been any change in ownership of the Firm at any time in the past five (5) years? NOTE: A corporation whose shares are publicly traded is not required to answer this question. (Y / N). If “yes”, explain on a separate signed sheet, including the reason for the change.			

Is the Firm a subsidiary, parent, holding company, or affiliate of another construction firm? **NOTE:** Include information about other firms if one firm owns ten percent (10%) or more of another, or if an owner, partner, or officer of your Firm holds a similar position in another firm. (Y / N). If “yes”, explain on a separate signed sheet, the name of the related company(ies) and the percent ownership.

Indicate the form of CMR’s firm (type of business entity):

- ☐ Individual
☐ Sole Proprietorship
☐ Partnership
☐ Limited Partnership
☐ Corporation, State: _____
☐ Limited Liability Company
☐ Joint Venture
☐ Other: _____

List the following for each corporation officer, general partner, limited partner, owner, etc. (as applicable) for the CMR’s type of entity. For joint ventures, include this information for each entity in the joint venture and the percent ownership of each joint venture. Attach all additional information on separate signed sheets as needed.

Name	Position	Years with Co.	% Ownership

Identify every construction firm, contractor and/or construction management firm that the CMR or any person listed above has been associated with (as officer, general partner, limited partner, owner, RMO, RME etc.) at any time during the ***past five (5) years*** (“Associated Firm”). Include all additional references and/or information on separate signed sheets. **NOTE:** For this question, “owner” and “partner” refers to ownership of ten percent (10%) or more of the business, or ten percent (10%) or more of its stock if the business is a corporation. include all additional information on separate signed sheets as needed.

Name of Person at Associated Firm	Name of Associated Firm	CMR's License No. of Associated Firm	Dates of Person's Participation with Associated Firm

CMR'S BONDING COMPANY (SURETY) INFORMATION

Name(s) & address(es) of bonding company(ies) your Firm has utilized over the past five (5) years (not broker or agency):

Number of years CMR has been with those bonding companies/sureties:

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Name of broker/agent:

Address of broker/agent:

Telephone number of broker/agent:

E-mail of broker/agent:

CMR's total current bonding capacity: \$

CMR'S INSURANCE INFORMATION

Name(s) & address(es) of insurance company(ies) your Firm has utilized over the past five (5) years (not broker or agency):

"Best" rating(s) for those insurance companies:

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Number of years CMR has been with those insurance companies:

--	--	--

Name of broker/agent:

Address of broker/agent:


Telephone number of broker/agent:

E-mail of broker/agent:

CMR's current insurance limits for the following types of coverage:

Commercial General Liability	Combined Single Limit (per occurrence)	\$
	Combined Single Limit (aggregate)	\$
Product Liability & Completed Operations	(aggregate)	\$
	(per occurrence)	\$
Automobile Liability – Any Auto	Combined Single Limit (aggregate)	\$

Automobile Liability – Any Auto	Combined Single Limit (per occurrence)	\$
Employers’ Liability		\$
Builder’s Risk (Course of Construction)		
Professional Liability (Errors and Omissions)	(aggregate)	\$
	(per occurrence/per claim)	\$
Workers’ Compensation Experience Modification Rate for the past five (5) premium years:		
(1) Current year:	(2)	(3)
	(4)	(5)

PASS/FAIL QUESTIONS	
1. Has your Firm contracted for and completed construction of a minimum of: <ul style="list-style-type: none"> • Three (3) public entity or private entity construction projects (One of these projects must be with a public entity), and • Each with a value of at least \$3,000,000 (One of these projects must be over \$10,000,000), and • All within the past five (5) years? <p style="text-align: right;">(Please circle one - Yes or No)</p> <p>NOTE: You must list these projects in the “CMR Project References” Section.</p>	<div style="text-align: right;">YES NO</div> NO = cannot qualify
2. Does your Firm currently have a Commercial General Liability insurance at the following minimum limits: At least \$2 million Combined Single Limit (per occurrence) and \$5 million Combined Single Limit (aggregate)? <p style="text-align: right;">(Please circle one)</p>	<div style="text-align: right;">YES NO</div> NO = cannot qualify
3. Does your Firm currently have a Workers’ Compensation Insurance policy as required by California law? <p style="text-align: right;">(Please circle one)</p>	<div style="text-align: right;">YES NO</div> NO = cannot qualify
4. Does your Firm currently hold all contractors’ license(s) necessary to perform the work and have those license(s) been consistently active for at least five (5) years without revocation or suspension? <p style="text-align: right;">(Please circle one)</p>	<div style="text-align: right;">YES NO</div> NO = cannot qualify
5. Has your Firm or an Associated Firm been found non-responsible, debarred, disqualified, forbidden, or otherwise prohibited from performing work and/or bidding on work for any public agency within California within the past five (5) years? <p style="text-align: right;">(Please circle one)</p> The County’s debarment policy is located here: (http://www.acgov.org/gsa/departments/purchasing/policy/debar.htm)	<div style="text-align: right;">YES NO</div> YES = cannot qualify
6. Has your Firm or an Associated Firm defaulted on a contract or been terminated for cause by any public agency on any project within California within the past five (5) years and, if so and if challenged, has that default or termination been upheld by a court or an arbitrator? <p style="text-align: right;">(Please circle one)</p>	<div style="text-align: right;">YES NO</div> YES = cannot qualify
7. Has your Firm or an Associated Firm or any of their owners or officers been convicted of a crime under federal, state, or local law involving: <ul style="list-style-type: none"> (1) Bidding for, awarding of, or performance of a contract with a public entity; (2) Making a false claim(s) to any public entity; or (3) Fraud, theft, or other act of dishonesty to any contracting party within the past ten (10) years ? (Please circle one)	<div style="text-align: right;">YES NO</div> YES = cannot qualify
8. Has a performance bond surety for your Firm or a performance bond surety for an Associated Firm had to: <ul style="list-style-type: none"> (1) Take over or complete a project, (2) Supervise the work of a project, or (3) Pay amounts to third parties, related to construction activities of your Firm or an Associated Firm within the past five (5) years? <p style="text-align: right;">(Please circle one)</p>	<div style="text-align: right;">YES NO</div> YES = cannot qualify
<div style="display: flex; align-items: center;">  <div> <p>If you answered: “NO” to questions 1-3 or “YES” to questions 4-8, then STOP. You are not eligible for qualification at this time.</p> </div> </div>	

EVALUATED QUESTIONS	
1. Has your Firm paid liquidated damages pursuant to a contract for a project with either a public or private owner within the past five (5) years? (Please circle one) If YES, explain and indicate on separate signed sheet(s) the project name(s), damages(s), and date(s).	<u>YES</u> <u>NO</u>
2. Has your Firm paid a premium of more than one percent (1%) for a performance and payment bond on any project(s) within the past five (5) years? (Please circle one) If YES, explain and indicate on separate signed sheet(s) the project name(s), the premium amount(s), and date(s).	<u>YES</u> <u>NO</u>
3. Has any insurer had to pay amounts to third parties that were in any way related to construction activities of your Firm within the past five (5) years? (Please circle one) If YES, explain and indicate on separate signed sheet(s) the project name(s), the amount(s) paid, and date(s).	<u>YES</u> <u>NO</u>
4. Has any insurer, for any form of insurance, refused to renew the insurance policy for your Firm within the past five (5) years? If YES, explain and indicate on separate signed sheet(s) the form of insurance and the year and basis of the refusal.	<u>YES</u> <u>NO</u>
5. Has your Firm's Workers' Compensation Experience Modification Rate exceeded 1.0 at any time for the past five (5) premium years? (Please circle one) If YES, explain and indicate on separate signed sheet(s) the EMR(s) and the applicable date(s).	<u>YES</u> <u>NO</u>
6. Has there been a period when your Firm had employees but was without workers' compensation insurance or state-approved self-insurance within the past five (5) years? (Please circle one) If YES, explain and indicate on separate signed sheet(s) the reason(s) for not having this insurance and the applicable date(s).	<u>YES</u> <u>NO</u>
7. Has your Firm declared bankruptcy or been placed in receivership within the past five (5) years? (Please circle one) If YES, explain and indicate on separate signed sheet(s) the type of bankruptcy, the Firm's current recovery plan, and the applicable date(s).	<u>YES</u> <u>NO</u>
8. Has your Firm been denied bond coverage by a surety company, or has there been a period of time when your Firm had no surety bond in place during a public construction project when one was required within the past five (5) years? (Please circle one) If YES, provide details on a separate signed sheet indicating the date(s) when your Firm was denied coverage and the name of the company or companies which denied coverage; and the period(s) during which you had no surety bond in place.	<u>YES</u> <u>NO</u>
9. Has a project owner, general contractor, architect, or construction manager filed claim(s) in an amount exceeding \$50,000 against your Firm, or has your Firm filed	<u>YES</u> <u>NO</u>

	<p>claim(s) in an amount exceeding \$50,000 against a project owner, general contractor, architect, or construction manager in the past five (5) years? (Please circle one)</p> <p>If YES, explain and indicate on separate signed sheet(s) the project name(s), claim(s) and the date(s) of claim(s).</p>	
10.	<p>Has your Firm or an Associated Firm been cited and/or assessed any penalties for non-compliance with state and/or federal laws and/or regulations, including public bidding requirements and Labor Code violations, within the past five (5) years? (Please circle one)</p> <p>If YES, indicate on separate signed sheet(s) the project name(s), violation(s), and date(s) of citation(s) and/or assessment(s).</p>	<p><u>YES</u> <u>NO</u></p>
11.	<p>Has your Firm been cited and/or assessed penalties by the Environmental Protection Agency, any air quality management district, any regional water quality control board, or any other environmental agency within the past five (5) years? (Please circle one)</p> <p>If YES, indicate on separate signed sheet(s) the project name(s), violation(s), and date(s) of citation.</p>	<p><u>YES</u> <u>NO</u></p>
12.	<p>Has CAL OSHA and/or federal Occupational Safety and Health Administration cited and assessed penalties against your Firm, including any “serious,” “willful” or “repeat” violations of safety or health regulations within the past five (5) years? (Please circle one)</p> <p>If YES, indicate on separate signed sheet(s) the project name(s), violation(s), and date(s) of citation. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.</p>	<p><u>YES</u> <u>NO</u></p>
13.	<p>Has your Firm been cited for violations of the Contractor’s State License Law (Business and Professions Code § 7000 et seq.), excluding alleged violations of federal or state law including the payment of wages, benefits, apprenticeship requirements, or personal income tax withholding, within the past five (5) years? (Please circle one)</p> <p>If YES, indicate on separate signed sheet(s) the name and owner of the project(s), the nature of the violation(s), and the date(s) of the citation(s).</p>	<p><u>YES</u> <u>NO</u></p>
14.	<p>Has your Firm been required to pay either back wages or penalties for its failure to comply with California’s prevailing wage laws, with California’s apprenticeship laws or regulations, or with federal Davis-Bacon prevailing wage laws within the past five (5) years? (Please circle one)</p> <p>If YES, indicate on separate signed sheet(s) the project name(s), the nature of the violation(s), the name and owner of the project(s), the number of employees who were initially underpaid and the amount of back wages and penalties that your Firm was required to pay.</p>	<p><u>YES</u> <u>NO</u></p>
15.	<p>Does your Firm have a written Quality Assurance/Quality Control (“QA/QC”) program? (Please circle one)</p>	<p><u>YES</u> <u>NO</u></p>

	If YES, indicate on separate signed sheet(s) a description of your Firm's QA/QC program.	
16.	Does your Firm require weekly , documented safety meetings to be held for construction employees and field supervisors during the course of a project? (Please circle one)	<u>YES</u> <u>NO</u>
17.	Does your Firm have a written Injury and Illness Prevention Program ("IIPP") that complies with California Code of Regulations, Title 8, sections 1509 and 3203? (Please circle one)	<u>YES</u> <u>NO</u>
18.	Provide in the space below the name, address and telephone number of the apprenticeship program (approved by the California Apprenticeship Council) from whom you intend to request the dispatch of apprentices to your Firm for use on any public work project for which you are awarded a contract by the County.	
	Name:	
	Address:	
	Telephone:	

CMR PROJECT REFERENCES

List **ALL** projects in which your Firm has participated as a prime contractor or first-tier subcontractor during the past **five (5) years** with a firm contract value of more than **\$3,000,000**.

- You may limit your response to the **eight (8)** most-recently completed projects.
- Include all information indicated below on separate signed sheets as necessary, and explain or clarify any response as necessary.
- Describe any value engineering performed on the listed projects directed at analyzing designed building features, systems, equipment, and material selections for the purpose of achieving essential functions at the lowest life cycle cost consistent with required performance, quality, reliability, and safety.
- If your Firm advances to Step 3 of the Evaluation Process, **three (3)** of these References will be contacted. See Exhibit "D" (County Evaluation Process for Request for Qualifications for CMR Services) for more detail.

Project Name/Identification:

Project address/location:

Project owner, contact person, and telephone:

Project architect name and telephone number:

If Firm was a subcontractor on the project, name of general contractor and telephone number:

Scope of work:

Original completion date:

Date completed:

Initial contract value (as of time of bid award):

Final contract value:

Did the project include preconstruction services?

CERTIFICATION

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Date: _____

Proper Name of Firm: _____

Signature: _____

By: _____ (Print Name)

Title: _____

EXHIBIT “B” – FORMS AND CERTIFICATIONS REQUIRED TO BE SUBMITTED WITH SOQ

COUNTY OF ALAMEDA

**GSA PROJECT #13023
Multi-disciplinary On-Call Professional Services**

To: The County of Alameda

From: _____
(Official Name of Consultant)

- **CONSULTANTS ARE TO SUBMIT ONE (1) ORIGINAL HARDCOPY RESPONSE (EXHIBIT A – CONSULTANT RESPONSE PACKET), INCLUDING ADDITIONAL REQUIRED DOCUMENTATION), WITH ORIGINAL INK SIGNATURES, PLUS FOUR (4) COPIES AND ONE (1) ELECTRONIC COPY OF THE BID IN PDF (with OCR preferred)**
- **ALL PAGES OF THE CONSULTANT RESPONSE PACKET (EXHIBIT A) MUST BE SUBMITTED IN TOTAL WITH ALL REQUIRED DOCUMENTS ATTACHED THERETO; ALL INFORMATION REQUESTED MUST BE SUPPLIED; ANY PAGES OF EXHIBIT A (OR ITEMS THEREIN) NOT APPLICABLE TO THE PROPOSER MUST STILL BE SUBMITTED AS PART OF A COMPLETE PROPOSAL RESPONSE, WITH SUCH PAGES OR ITEMS CLEARLY MARKED “N/A”**
- **CONSULTANTS SHALL NOT SUBMIT TO THE COUNTY A RE-TYPED, WORD-PROCESSED, OR OTHERWISE RECREATED VERSION OF EXHIBIT A – PROPOSAL RESPONSE PACKET OR ANY OTHER COUNTY-PROVIDED DOCUMENT**
- **ALL PRICES AND NOTATIONS MUST BE PRINTED IN INK OR TYPEWRITTEN; NO ERASURES ARE PERMITTED; ERRORS MAY BE CROSSED OUT AND CORRECTIONS PRINTED IN INK OR TYPEWRITTEN ADJACENT, AND MUST BE INITIALED IN INK BY PERSON SIGNING BID**
- **CONSULTANTS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT INCOMPLETE PROPOSAL PACKAGES, SHALL BE SUBJECT TO DISQUALIFICATION AND THEIR PROPOSALS REJECTED IN TOTAL**
- **IF CONSULTANTS ARE MAKING ANY CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO POLICIES OR SPECIFICATIONS OF THIS RFQ, INCLUDING THOSE TO THE COUNTY SLEB POLICY, THESE MUST BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AMENDMENTS SECTION OF THIS EXHIBIT G – PROPOSAL RESPONSE PACKET IN ORDER FOR THE PROPOSAL RESPONSE TO BE CONSIDERED COMPLETE**

PROPOSER INFORMATION AND ACCEPTANCE

1. The undersigned declares that the RFQ Documents, including, without limitation, the RFQ, Addenda, and Exhibits have been read.
2. The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the Proposal Documents of **RFQ GSA Project #13023 / Cherryland Community Center – CMR Services.**
3. The undersigned has reviewed the RFQ and fully understands the requirements in this RFQ including, but not limited to, the requirements under the County Provisions, and that each Consultant who is awarded a contract shall be, in fact, a prime Consultant, not a subconsultant, to County, and agrees that its Response, if accepted by County, will be the basis for the Consultant to enter into a contract with County in accordance with the intent of the RFQ.
4. The undersigned has reviewed and acknowledges the County's Small Local Emerging Business Program (SLEB) and will commit to satisfying the SLEB program requirements.
5. The undersigned acknowledges receipt and acceptance of all addenda.
6. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County's website:
 - **[Bid Protests / Appeals Process](http://www.acgov.org/gsa/departments/purchasing/policy/bidappeal.htm)**
[<http://www.acgov.org/gsa/departments/purchasing/policy/bidappeal.htm>]
 - **[Debarment / Suspension Policy](http://www.acgov.org/gsa/departments/purchasing/policy/debar.htm)**
[<http://www.acgov.org/gsa/departments/purchasing/policy/debar.htm>]
 - **[Iran Contracting Act \(ICA\) of 2010](http://www.acgov.org/gsa/departments/purchasing/policy/ica.htm)**
[<http://www.acgov.org/gsa/departments/purchasing/policy/ica.htm>]
 - **[General Environmental Requirements](http://www.acgov.org/gsa/departments/purchasing/policy/environ.htm)**
[<http://www.acgov.org/gsa/departments/purchasing/policy/environ.htm>]
 - **[Small Local Emerging Business Program](http://acgov.org/auditor/sleb/overview.htm)**
[<http://acgov.org/auditor/sleb/overview.htm>]
 - **[First Source](http://acgov.org/auditor/sleb/sourceprogram.htm)**
[<http://acgov.org/auditor/sleb/sourceprogram.htm>]
 - **[Online Contract Compliance System](http://acgov.org/auditor/sleb/elation.htm)**
[<http://acgov.org/auditor/sleb/elation.htm>]
 - **[General Requirements](http://www.acgov.org/gsa/departments/purchasing/policy/genreqs.htm)**
[<http://www.acgov.org/gsa/departments/purchasing/policy/genreqs.htm>]
 - **[Proprietary and Confidential Information](http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm)**
[<http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm>]

7. The undersigned acknowledges that Consultant will be in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFQ and associated Documents.
8. It is the responsibility of each Consultant to be familiar with all of the specifications, terms, and conditions and, if applicable, the site condition. By the submission of a Response, the Consultant certifies that if awarded a contract they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.
9. Patent indemnity: Consultants who do business with the County shall hold the County of Alameda, its officers, agents and employees, harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
10. Insurance certificates are not required at the time of submission. However, by signing Exhibit A – Consultant Response Packet, the Consultant agrees to meet the minimum insurance requirements stated in the RFQ. This documentation must be provided to the County, prior to award, and shall include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in the RFQ.
11. The undersigned acknowledges **ONE** of the following (please check only one box):
- ☐ Consultant is not local to Alameda County and is ineligible for any bid preference; **OR**
- ☐ Consultant is a certified SLEB and is requesting 10% bid preference; (Consultant must check the first box and provide its SLEB Certification Number in the [SLEB PARTNERING INFORMATION SHEET](#)); **OR**
- ☐ Consultant is LOCAL to Alameda County and is requesting 5% bid preference, and has attached the following documentation to this Exhibit:
- Copy of a verifiable business license, issued by the County of Alameda or a City within the County; and
 - Proof of six (6) months business residency, identifying the name of the vendor and the local address. Utility bills, deed of trusts or lease agreements, etc., are acceptable verification documents to prove residency.

Official Name of Consultant: _____

Street Address Line 1: _____

Street Address Line 2: _____

City: _____ State: _____ Zip Code: _____

Webpage: _____

Type of Entity / Organizational Structure (check one):

☐ Corporation

☐ Joint Venture

☐ Limited Liability Partnership

☐ Partnership

☐ Limited Liability Corporation

☐ Non-Profit / Church

☐ Other: _____

Jurisdiction of Organization Structure: _____

Date of Organization Structure: _____

Federal Tax Identification Number: _____

Primary Contact Information:

Name / Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

SIGNATURE: _____

Name and Title of Signer: _____

Dated this _____ day of _____ 20_____

**SMALL LOCAL EMERGING BUSINESS (SLEB)
PARTNERING INFORMATION SHEET
RFQ GSA Project #13023 Cherryland Community Center – CMR Services**

In order to meet the Small Local Emerging Business (SLEB) requirements of this RFQ, all Consultant must complete this form as required below.

Consultant not meeting the definition of a SLEB (<http://acgov.org/auditor/sleb/overview.htm>) are required to subcontract with a SLEB for at least twenty percent (20%) of the total estimated bid amount in order to be considered for contract award. SLEB subcontractors must be independently owned and operated from the prime Contractor with no employees of either entity working for the other. This form must be submitted for each business that Consultant will work with, as evidence of a firm contractual commitment to meeting the SLEB participation goal. (Copy this form as needed.)

Consultant is encouraged to form a partnership with a SLEB('s) that can participate directly with this contract. One of the benefits of the partnership will be economic, but this partnership will also assist the SLEB to grow and build the capacity to eventually bid as a prime on their own. Once a contract has been awarded, Consultant will not be able to substitute named subcontractors without prior written approval from the Auditor-Controller, Office of Contract Compliance (OCC).

County departments and the OCC will use the web-based Elation Systems to monitor contract compliance with the SLEB program (Elation Systems: <http://www.elationsys.com/elationsys/>).

<input type="checkbox"/> CONSULTANT IS A CERTIFIED SLEB (sign at bottom of page) SLEB CONSULTANT Business Name: _____ SLEB Certification #: _____ SLEB Certification Expiration Date: _____ NAICS Codes Included in Certification: _____
<input type="checkbox"/> CONSULTANT IS <u>NOT</u> A CERTIFIED SLEB AND WILL SUBCONTRACT WITH THE SLEB NAMED BELOW FOR THE FOLLOWING GOODS/SERVICES: _____ SLEB Subcontractor Business Name: _____ SLEB Certification #: _____ SLEB Certification Expiration Date: _____ SLEB Certification Status: <input type="checkbox"/> Small / <input type="checkbox"/> Emerging NAICS Codes Included in Certification: _____ SLEB Subcontractor Principal Name: _____ SLEB Subcontractor Principal Signature: _____ Date: _____

Upon award, prime Contractor and all SLEB subcontractors that receive contracts as a result of this bid process agree to register and use the secure web-based ELATION SYSTEMS. ELATION SYSTEMS will be used to submit SLEB subcontractor participation including, but not limited to, subcontractor contract amounts, payments made, and confirmation of payments received.

Consultant Name/Title: _____

Street Address: _____ City _____ State _____ Zip
Code _____

Consultant Signature: _____ Date: _____

NONCOLLUSION DECLARATION
Public Contract Code § 7106

TO BE EXECUTED BY CMR

The undersigned declares:

I am the _____ **[PRINT YOUR TITLE]**

of _____ **[PRINT FIRM NAME]**.

the party making the foregoing Contract.

The Contract is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Contract is genuine and not collusive or sham. The CMR has not directly or indirectly induced or solicited any other contractor to put in a false or sham bid. The CMR has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham proposal, or to refrain from proposing. The CMR has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Contract price of the CMR or any other contractor, or to fix any overhead, profit, or cost element of the Contract price, or of that of any other contractor. All statements contained in the Contract and CMR's proposal are true. The CMR has not, directly or indirectly, submitted his or her Contract price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham proposal or contract, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a CMR that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the CMR.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the following date:

Date: _____

Proper Name of CMR: _____

City, State: _____, _____

Signature: _____

Print Name: _____

Title: _____

(ATTACH NOTARIAL ACKNOWLEDGMENT FOR THE ABOVE SIGNATURE)

SITE-VISIT CERTIFICATION

PROJECT: Cherryland Community Center

Check whichever option applies:

_____ I certify that I visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the Work under contract.

_____ I certify that _____ (Bidder's representative) visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work under contract.

Bidder fully indemnifies the County of Alameda, its Architect, its Engineer, its Construction Manager, and all of their respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during my visit and/or the Bidder's representative's visit to the Site.

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

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

EXHIBIT “C”
COUNTY OF ALAMEDA
GSA PROJECT #13023
CMR’S GENERAL CONDITIONS TABLE

Project (On-Site Jobsite Staff)	CMR’s General Conditions in its Performance of the Work	Direct Cost of Work
Project Executive	X	
Project Manager	X	
Project Superintendent	X	
Project Engineer	X	
Scheduler	X	
Foreman	X	
Project Accountant	X	
Estimator	X	
Administrative Assistant	X	
Safety &. E.E.O. officer	X	
LEED	X	
MEP Coordinators	X	
Elation	X	
ECOP Coordinator	X	
PSCBA Coordinator	X	
Temporary Utilities		
Telephone & Internet Services	X	
Telephone & Internet - Monthly Charges	X	
Construction Power and Lighting	X	
Electric Power - Monthly Charges	X	
Construction Water and Potable Water	X	
Water Service - Monthly Costs	X	
Heating & Cooling Costs	X	
Light Bulbs & Misc. Supplies	X	
Ongoing Site Clean-Up		X
Clean-Up-Final		X
Dump Permits and Fees		X
Recycling/Trash Dumpster Service	X	
Flagger/Traffic Control		X
Dust Control		X
Trash Chute & Hopper	X	
Temporary Facilities		
Site Office Trailer/Rental	X	
Storage Trailer & Tool Shed Rental	X	
Site Office Furniture & Equipment/Computers/IT/ Project management, CAD and scheduling softwares/field communications equipment	X	
Xerox Copies/Misc Printing	X	
Postage/UPS/FedEx	X	
Project Photographs	X	
Temporary Toilets and Handwash & Eyewash Stations	X	
Project Sign	X	

Construction Fencing/Enclosures	X	
Covered Walkways	X	
Barricades	X	
Temporary Stairs		X
Opening Protection		X
Safety Railing & Nets		X
Drinking Water/Cooler/Cup		X
Safety/First Aid Supplies	X	
Fire Fighting Equipment	X	
Site Security Guard/Equipment	X	
Personnel Vehicles and Fuel	X	
Cell Phones	X	
Parking	X	
Travel, Lodging & Meals	X	
Small Tools & Equipment	X	
Miscellaneous Project Costs		
Printing - Drawings & Specifications	X	
Facility Operator/Training	X	
Personnel Protective Equipment	X	✓
Ground Breaking & Ribbon Cutting Ceremonies	X	
As-built Drawings	X	
Warranty Management	X	
Mobilization/Demobilization/Staging/Phasing Costs	X	
LEED Documentation	X	
Hoisting		
Hoist & Tower Rental	✓	X
Hoist Landing & Fronts	✓	X
Hoist Operator		X
Hoist Safety Inspections	✓	X
Hoist Material Skips/Hoppers		X
Erect & Dismantle Hoists	✓	X
Crane Rental		X
Crane Operators	✓	X
Crane Safety Inspections		X
Erect & Dismantle Crane		X
Fuel, Repairs, Maintenance		X
Crane Raising/Jumping Costs		X
Temporary Elevator/Rental		X
Elevator Operation Costs		X
Elevator Repairs/Maintenance		X
Cage Rider at Elevator		X
Safety Inspections	X	
Forklift Rental		X
Forklift Operator		X
Forklift Safety Inspections		X
Fuel, Repairs, Maintenance		X
Elevator Service Costs		X

EXHIBIT “D” – COUNTY EVALUATION PROCESS

COUNTY OF ALAMEDA

GSA PROJECT #13023

**COUNTY EVALUATION PROCESS FOR REQUEST FOR QUALIFICATIONS FOR
CONSTRUCTION MANAGER AT-RISK SERVICES**



EXHIBIT “D”

COUNTY OF ALAMEDA

GSA PROJECT #13023

**COUNTY EVALUATION PROCESS FOR
REQUEST FOR QUALIFICATIONS FOR
CONSTRUCTION MANAGER AT-RISK SERVICES**

Evaluation Criteria/Selection Committee

1. The County is authorized pursuant to Public Contract Code section 20146 to “utilize construction manager at-risk construction contracts.” Those contracts can be let pursuant to a “best value method” utilizing “objective criteria related to the experience of the entity and project personnel, project plan, financial strength of the entity, safety record of the entity, and price.”
2. All SOQs will be evaluated by a County Selection Committee, which may be composed of County staff and other parties that may have expertise or experience in the professional services described herein. The evaluation of the SOQs shall be within the sole judgment and discretion of the County Selection Committee.
3. During the evaluation phase, contact shall only be through the GSA-TSD Department. Firms shall neither contact nor lobby evaluators during the evaluation process. Attempts by Firm to contact and/or influence members of the County Selection Committee may result in disqualification of Firm.
4. The County Selection Committee will evaluate each Firm’s SOQ to determine its responsiveness to the qualification requirements set forth in this RFQ.
5. The County Selection Committee shall evaluate Firms’ SOQs in order to determine each Firm’s qualification points at each step. The County will award the Project, if it awards it at all, to the Firm with the lowest Best Value Score as further indicated herein.



6. The County Selection Committee shall evaluate Firms' SOQs as described in detail herein and generally as follows:

STEP 1 – Scoring of SOQ Responses and Responses to Questionnaire	County evaluates and scores Firms' SOQs
STEP 2 – References	County contacts references only for Firms that have met or exceeded the minimum total qualification points at the conclusion of Step 1. References shall come from the Firm's response to the "CMR Project References" section of the RFQ.
STEP 3 – Interview Scoring	County interviews only Firms that have met or exceeded the minimum total qualification points at the conclusion of Step 2, which consists of the combined points from Step 1 and Step 2.
STEP 4 – Determination of Best Value Score	County evaluates and scores Firms' Total Proposed Cost to determine each Firm's Best Value Score.

7. At the conclusion of Step 2 of the evaluation process, each Firm will be notified in writing of its total qualification points through Step 2.
8. Firms that receive or exceed the minimum qualification points, as further set forth herein, will be invited to interview in Step 3 of the evaluation process. At that time, the qualification points earned by Firms in Step 1 and Step 2 will be set aside and the qualification points of each Firm will be "reset" to zero moving into Step 3.
9. Debriefings for Firms that do not receive the required minimum qualification points to move to Step 3, may be scheduled and provided upon a Firm's written request and will be restricted to discussion with the Project Manager of that Firm's SOQ. All debriefings will take place at the County's sole convenience. Debriefings are not part of the appeal process.



Scoring

The following table indicates how the County will score the SOQs and the Firms from Step 1 through Step 3. Only Firms that receive the minimum qualification points as required at each step will move to the next step. **Please note:** (i) the minimum qualifications points required to proceed to Step 3 are the combined points received in Step 1 and Step 2 and (ii) the qualification points of all Firms proceeding past Step 2 will be “reset” to zero when entering Step 3.

STEP 1 – Scoring of SOQ Responses and Responses to Questionnaire	Step 1A	Score from responses to RFQ Questions (maximum possible qualification points: <u>160</u>).
	Step 1B	Score from Questionnaire , <i>not</i> including references (maximum possible qualification points: <u>60</u>).
	Minimum Qualification Points Required in Step 1 for Firms to Proceed to Step 2..... <u>140</u> The County will call references only for Firms with a minimum score of <u>140</u> qualification points after Step 1 (total maximum possible qualification points at the end of Step 1 is <u>220</u>).	
STEP 2 – References	Score from calling References (maximum possible qualification points: <u>130</u>).	
	Minimum Qualification Points Required in Step 1 and Step 2 COMBINED for Firms to Proceed to Step 3 <u>230</u> After combining Firms’ scores from Step 1 and Step 2, the County will interview only Firms with a minimum score of <u>230</u> total qualification points (maximum possible qualification points at the end of Step 2 is <u>350</u>). Qualification points earned by Firms in Step 1 and Step 2 will be set aside and the qualification points for each Firm that makes it past Step 2 will be “reset” to zero for Step 3.	
	SMALL LOCAL EMERGING (SLEB) BUSINESS PREFERENCE A Firm that is Local shall receive an additional 5% Bonus, based on the Firm’s combined total of Steps 1 & 2.	
	A certified SLEB Firm shall receive an additional 5% Bonus, based on the Firm’s combined total of Steps 1 & 2.	



	Qualification points earned by Firms in Step 1 and Step 2 will be set aside and the qualification points for each Firm that makes it past Step 2 will be “reset” for Step 3.
STEP 3 – Interview Scoring	Score from Interview (maximum possible qualification points: <u>100</u>). Local and SLEB Bonus. The County shall provide additional points equaling 5% of a Firm’s points after Step 3 to each Firm that is local and an additional 5% of a Firm's points after Step 3 to each Firm that is a certified SLEB.
STEP 4 – Determination of Best Value Score	Determined by dividing the Firm’s Total Proposed Cost by the Firm’s total qualification points from the Step 3 Interview.

**STEP 1A – Scoring of SOQ Responses to RFQ Questions**

Each of the following Evaluation Criteria below will be used in ranking and scoring Firm's SOQ's responses to the RFQ Questions.

Item	Description	Max. Qualification Points	Qualification Points
1. CMR Projects	Firm demonstrates past experience and expertise with CMR process.	20	
2. Preconstruction Services	Firm demonstrates past experience and expertise to perform all Preconstruction Phase Services.	20	
3. Value Engineering	Firm demonstrates past experience and expertise to perform value engineering services.	20	
4. Personnel / Subconsultants	Firm's team members, especially team leaders, have applicable experience and expertise to perform Services.	20	
5. Budget	Firm demonstrates past experience and expertise to manage costs and stay within budgets.	10	
6. Schedule	Firm demonstrates past experience completing projects on time, avoiding past potential delays, and preparing achievable schedule.	10	
7. Political Environment	Firm demonstrates past experience of handling projects in a politically-charged environment.	5	
8. SLEB	Firm indicates that it will comply with County's SLEB Programs, including mentoring or other activities with local firms.	10	
9. ECOP/	Firm clearly demonstrates past experience of and a viable, compliant process for selecting subcontractors. Further, Contractor connects this process with an understanding and meeting of ECOP Program goals.	10	
10. Elation	Firm indicates its past experience using Elation.	5	



11. First Source	Firm indicates its past experience / knowledge of First Source	5	
12. Environmental	Firm indicates its past experience performing in an environmentally responsible manner.	10	
13. Firm Education	Firm describes its commitment to ongoing education.	5	
14. Conflict of Interest	Any potential or actual conflict of interest.	5	
15. Additional Information	Strength of additional information provided by Firm.	5	
	Total Score MINIMUM POINTS	160	140

**STEP 1B – Scoring of Responses to CMR Construction Qualifications Questionnaire**

1. **Confirm Firm has passing answers for the “Pass/Fail Questions.”**
2. **Confirm Firm has submitted the required financial statements.** If not, notify Firm in writing that its SOQ is non-responsive for failing to include the required financial statements.
3. **Score the “Evaluated Questions.”**

Topic/Question	Scoring & Max. Poss. Score		Score
1. Liquidated Damages	No = 8 points; Yes = 0 points	8	
2. Surety Premium	No = 2 points; Yes = 0 points	2	
3. Insurer Pay	No = 2 points; Yes = 0 points	2	
4. Insurer Refusal	No = 2 points; Yes = 0 points	2	
5. EMR	No = 2 points; Yes = 0 points	2	
6. Workers' Comp.	No = 2 points; Yes = 0 points	2	
7. Bankruptcy	No = 8 points; Yes = 0 points	8	
8. Denied Bond	No = 8 points; Yes = 0 points	8	
9. Filed Claims	No = 8 points; Yes = 0 points	8	
10. Labor Code Citations	No = 2 points; Yes = 0 points	2	
11. EPA Citations	No = 2 points; Yes = 0 points	2	
12. OSHA Citations	No = 2 points; Yes = 0 points	2	
13. License Law Citations	No = 2 points; Yes = 0 points	2	
14. Prevailing Wage Penalties	No = 2 points; Yes = 0 points	2	
15. QA/QC Program	Yes = 2 points; No = 0 points	2	
16. Safety Meetings	Yes = 2 points; No = 0 points	2	
17. IIPP	Yes = 2 points; No = 0 points	2	
18. Apprenticeship Program	Listed = 2 points; None listed = 0 points	2	
Total Score		60	



STEP 2 – References

1. Contact Reference only for Firms that have reached the minimum qualification points for the RFQ Responses and the CMR Construction Qualifications Questionnaire. Pool for References shall come from the Firm's response to the "CMR Project References" section of the RFQ.
2. Fill out the information in Section I of the Qualification Evaluation – Reference Form and then call the contact person.
3. Ask the questions in Section II of the Qualification Evaluation – Reference Form. Ensure that you obtain the information regarding whether the Firm's performance in that area was "unsatisfactory," "below average," "average" or "above average." Assign the corresponding score for each answer in Section III.
4. Complete Section III of the Qualification Evaluation – Reference Form with the information received during the call.
5. Use a separate Qualification Evaluation – Reference Form for each call.
6. Make three (3) complete reference calls for each Firm.
7. Enter the "Total Score for This Project" of all the Qualification Evaluation – Reference Forms for that Firm into an "Averaging" Worksheet.

<u>Sample</u> "Averaging" Worksheet for 3 reference calls per Firm – See next page	
"Total Score For This Project" from first call	
"Total Score For This Project" from second call	
"Total Score For This Project" from third call	
Total	
Total divided by three (÷ 3) [DIVIDE SCORE BY NUMBER OF CALLS] This is the score for the Firm for the References Step in the evaluation process.	

**STEP 2 – References – Qualification Evaluation Form****Section I - General Project Information**

Name of Firm:	Total Contract Costs:
	Contract Start/End Dates:
Project Title:	Actual Completion Date:
Scope of Work:	
Name of Public Agency:	Telephone Number of Contact Person:
Name of Contact Person:	Date and Time of Interview of Contact Person:
Architect Firm:	Principal Architect in Charge of Project:

Section II – Telephone Interview Questions

1. **Quality of Work.** Were there quality-related problems on the project? Were these problems attributable to the Firm? Was the Firm cooperative in trying to resolve problems? If not, provide specific examples. **Please rate the Firm with respect to quality of work as either unsatisfactory, below average, average, or above average.**

2. **Scheduling.** Rate the Firm's performance with regard to adhering to project schedules. Did the Firm meet the project schedule? If not, was the delay attributable to the Firm? **Please rate the Firm with respect to scheduling as either unsatisfactory, below average, average, or above average.**

3. **Subcontractor (Project) Management.** Rate the Firm's ability to manage and coordinate subcontractors (if no subcontractors, rate the Firm's overall project management). Was the Firm able to effectively resolve problems? If not, provide specific examples. **Please rate**



the Firm with respect to project management as either unsatisfactory, below average, average, or above average.

- 4. Change Orders.** Rate the Firm's performance with regard to change orders and extras. Did the Firm unreasonably claim change orders or extras? Were the Firm's prices on change orders and extras reasonable? If not, provide specific examples. **Please rate the Firm with respect to change orders as either unsatisfactory, below average, average, or above average.**
-
-

- 5. Working Relationships.** Rate the Firm's working relationships with other parties (i.e. owner, designer, subcontractors, etc.). Did the Firm relate to other parties in a professional manner? If not, provide specific examples. **Please rate the Firm with respect to working relationships as either unsatisfactory, below average, average, or above average.**
-
-

- 6. Responsiveness.** Rate the Firm's responsiveness to telephone calls, emails, meetings, requests for action, etc. Did the Firm respond to inquiries promptly and substantively? If not, provide specific examples. **Please rate the Firm with respect to responsiveness as either unsatisfactory, below average, average, or above average.**
-
-



7. **On-Site Firm Staff.** Rate the Firm's on-site staff relating to their management of the site, communication and interaction with owner's staff, and familiarity with project scope and status. **Please rate the Firm's on-site staff as either unsatisfactory, below average, average, or above average.**

8. **Paperwork Processing.** Rate the Firm's performance in completing and submitting required project paperwork (i.e. submittals, drawings, requisitions, payrolls, etc.). Did the Firm submit the required paperwork promptly and in proper form? If not, provide specific examples. **Please rate the Firm with respect to paperwork processing as either unsatisfactory, below average, average, or above average.**

9. **Value Engineering.** Rate the Firm's performance in analyzing designed building features, systems, equipment, and material selections for the purpose of achieving essential functions at the lowest life cycle cost consistent with required performance, quality, reliability, and safety. **Please rate the Firm with respect to providing value engineering services as either unsatisfactory, below average, average, or above average.**

**Section III - Numerical Rating**

If the contact person rates the Firm unsatisfactory in any area, please attempt to provide written comments in Section II to explain the rating(s) assigned.

Firm's Name: _____

	Unsatisfactory	Below Average	Average	Above Average	Rating
1. Quality of Work	0	5	15	20	
2. Scheduling	0	5	10	15	
3. Subcontractor (Project) Mgt.	0	5	10	15	
4. Change Orders	0	5	10	15	
5. Working Relationship	0	5	10	15	
6. Responsiveness	0	5	10	15	
7. On-Site Staff	0	5	10	15	
8. Paperwork Processing	0	2	5	10	
9. Value Engineering	0	2	5	10	
Total Score For This Project					



Scoring Sheet Through Step 2

STEP	Description	Max. Qualification Points	Qualification Points
1A	Score from “RFQ Questions” of the RFQ.	160	
1B	Score from "CMR Construction Qualifications Questionnaire" of the RFQ.	60	
2	Score from References	130	
	SUBTOTAL:	350	
	Local Bonus = 5% of Subtotal	17.5	
	SLEB Bonus = 5% of Subtotal	17.5	
	<u>TOTAL = SUBTOTAL + SLEB Bonus</u>	<u>385</u>	
	<u>Minimum Points to advance to Step 3</u>		<u>230</u>

**STEP 3 – Interview Scoring**

Firms meeting or exceeding the minimum total qualification points through Step 2 will be invited to interview with the County Selection Committee. The subject matter for the interview will be at the County Selection Committee's discretion but shall include, at a minimum, the following topics.

Item		Maximum Qualification Points	Qualification Points
1. Past Projects/Experience: Firm's articulation of Firm's history, education, and background, including Firm's status as or use of small, local, emerging, or minority/women-owned businesses; Firm's experiences working with similar, past projects; issues faced and how addressed (i.e. claims, bonding/surety involvement, owner relations, citations, etc.); and questions, concerns, and highlights from SOQ.		20	
2. Current Project: Firm's articulation of how it will construct the Project, its ideas related to constructability, and other construction-specific ideas, concerns, or related issues (i.e. schedules, budgets, subcontractor selection, etc.).		35	
3. Personnel/Leadership: Firm's articulation of its Project-designated personnel, leadership, subcontractor relations, apprenticeship program, etc.		20	
4. Overall Ability and General Suitability. Firm's articulation of its overall skills, ability to complete the Project, and general suitability for the County's purposes (i.e. implementation of County policies and procedures, compliance with SLEB/ECOP Programs, political atmosphere, additional information, etc.)		25	
SUBTOTAL QUALIFICATION POINTS FROM STEP 3		100	
Local Bonus = 5% of Subtotal		5	
SLEB Bonus = 5% of Subtotal		5	
<u>TOTAL = SUBTOTAL + SLEB Bonus</u>		110	

**STEP 4 – Determination of Best Value Score**

1. Following Step 3, the County Selection Committee shall evaluate the Firm's Fee for Preconstruction Phase Services and the Preliminary Construction Services Proposal from each Firm completing Step 3 to derive the Firm's Best Value Score.
2. The Best Value Score shall be the Total Proposed Cost (calculated as indicated below based on the Firm's Professional Fees and Preliminary Proposal) divided by the total qualification points from Step 3.

Total Proposed Cost ÷ Total Qualification Points from Step 3 = Best Value Score
OR

$$\frac{\text{Total Proposed Cost}}{\text{Total Qualification Points from Step 3}} = \text{Best Value Score}$$

Item	Amount
Fee for Preconstruction Phase Services	\$ _____
General Conditions	\$ _____
Mark-up on Subcontractor Work (multiplied by 95% of the County's preliminary construction budget)	\$ _____
Mark-up on Direct Costs for Self-Performed Work (multiplied by 5% of the County's preliminary construction budget)	\$ _____
Fee (multiplied by the County's preliminary construction budget)	\$ _____
Other Costs	\$ _____
Total Proposed Cost	\$ _____

3. The County shall compare each Firm's Best Value Score to the other Firms completing Step 3 and the County shall select the Firm with the **lowest** Best Value Score, if it selects any Firm.

EXHIBIT “E” – INTENTIONALLY OMITTED

EXHIBIT “F” – SOQ PROTEST/APPEALS PROCESS

COUNTY OF ALAMEDA

GSA PROJECT #13023

GSA prides itself on the establishment of fair and competitive contracting procedures and the commitment made to follow those procedures. The following is provided in the event that Firms wish to protest the RFQ process or appeal the recommendation to award a contract for this Project. A Firm’s right to protest shall commence **only** after the County’s completion of Steps 2 and 4 of the County’s Evaluation Process described in **Exhibit “D” – County Evaluation Process for Request for Qualifications for Construction Manager At-Risk Services**. The County will notify all Firms participating in the Evaluation Process of the results of the Scoring by the County’s Selection Committee.

1. Any SOQ protest by any Firm regarding any other SOQ must be submitted in writing, before 5:00 p.m. of the FIFTH (5th) business day following the date of issuance of the County’s Notice(s) of the following, not the date received by the Firm.
 - Notice that the Firm was **not** selected after Step 4 (Determination of Best Value) as the successful Firm
2. An SOQ protest must comply with requirements posted at:
<http://www.acgov.org/gsa/departments/purchasing/policy/bidappeal.htm>

EXHIBIT “G” – EXCEPTIONS, CLARIFICATIONS AND AMENDMENTS FORM

COUNTY OF ALAMEDA

GSA PROJECT #13023

Firm Name: _____

List below requests for clarifications, exceptions and amendments, if any, to the RFQ and associated SOQ, and submit with your response.

The County is under no obligation to accept any exceptions and such exceptions may be a basis for disqualification.

Reference to:			Description
Page No.	Section	Item No.	
p. 23	D	1.c.	Vendor takes exception to...

*Print additional pages as necessary

EXHIBIT “H” – CONTRACT FOR PRECONSTRUCTION AND CONSTRUCTION SERVICES

COUNTY OF ALAMEDA

GSA PROJECT #13023

Exhibit “B” – CMR CONTRACT
Maps of Project Sites

DRAFT

Exhibit “C-1” – CMR CONTRACT

Services: Costs & Schedule

Preconstruction Services

Preconstruction Services Price Breakdown Payment Schedule

CMR’s Fee for Preconstruction Services	\$ _____
---	-----------------

DRAFT

Exhibit “C-2” – CMR CONTRACT

Services: Costs & Schedule

Construction Phase Price Breakdown Payment Schedule

[INCLUDE A DETAILED PRICE BREAKDOWN FOR EACH AREA OF PROJECT SITE THAT COUNTY CAN UTILIZE FOR COST TRACKING, ACCOUNTING AND PAYMENT PURPOSES, IN ADDITION TO A SCHEDULE OF VALUES FOR EACH SITE.]

NOTE: THIS EXHIBIT TO REMAIN BLANK FOR THE INITIAL AWARD AND ONLY COMPLETED WITH CONSTRUCTION AMENDMENT

Guaranteed Maximum Price (GMP). In consideration of the foregoing covenants, promises, and agreements, CMR offers to perform the Work in the Construction Phase according to the Contract Documents. County covenants, promises, and agrees that it will pay and cause to be paid to Contractor in full, and as the GMP the amount(s):

Zero **Dollars**

(\$ 0.00),

The CMR’s total compensation for the Construction Phase is the Guaranteed Maximum Price (GMP) , which is the total of the sub-amounts (grey boxes) below.	\$ _____
--	----------

Total Direct Cost of the Work , which is the sum of all Subcontractor Costs detailed below, <u>including</u> all Subcontractor bond costs or CMR-provided contractor default insurance protection in lieu of Subcontractor bonds.	\$ _____
--	----------

CMR Self-Performed Work	\$ _____
Subcontractor:	\$ _____
Scope:	
Subcontractor:	\$ _____
Scope:	
Subcontractor:	\$ _____
Scope:	
Subcontractor:	\$ _____
Scope:	
Subcontractor:	\$ _____
Scope:	
Subcontractor:	\$ _____

Scope:	
<i>Add additional Subcontractors and scope as needed</i>	

CMR's Fee (Including all profit and overhead), which must be stated as a dollar amount and shall not be a percentage of any other amount.	\$ _____
Total of CMR's General Conditions in its performance of the Work, which is the sum of all items detailed below.	\$ _____

Project Contingency (_____ % of Direct Cost of the Work).	\$ _____
--	----------

Total Allowance(s) which is the sum of all Allowances detailed below		\$ _____
Allowance – _____.		\$ _____
Allowance – _____.		\$ _____
Allowance – _____.		\$ _____

The above Allowances are within the GMP only to the extent CMR has performed Work encompassed by the Allowance description, CMR has appropriately invoiced for that Work, and County has approved CMR's invoice. CMR shall invoice only for components of the Work encompassed by the Allowance description, in the identical structure as a Change Order. The unused portion of each Allowance shall be retained by the County.

The GMP shall be paid in lawful money of the United States pursuant to the payment provision in the General Conditions. This amount supersedes any previously stated and/or agreed to amount(s).

Schedule of Values

Per the

“Schedule of Work, Schedule of Submittals, and Schedule of Values” Section of the General Conditions

CMR shall prepare a detailed Schedule of Values for all of the Work that must include quantities and prices of items aggregating the Contract Price and must subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. This schedule of values must be approved by the County prior to it being used as a basis for payment.

<u>Schedule of Values</u>	
<u>Activity Name</u>	<u>Percent of Total</u>
<u>Notice to Proceed</u>	___ %
<u>Preconstruction Work</u>	
_____	___ %
_____	___ %
_____	___ %
_____	___ %
<u>Notice to Proceed</u>	___ %
<u>Construction</u>	
_____	___ %
_____	___ %
_____	___ %
_____	___ %
<u>Final Completion</u>	
Training	___ %
Punch List	___ %
	100%

Construction Schedule for Each Site
Per the
“Schedule of Work, Schedule of Submittals, and Schedule of Values” Section of the General Conditions

Milestone Schedule

The days indicated below will begin once the County issues Notice(s) to Proceed for the Project. This Milestone Schedule includes important milestones while the detailed CPM Construction Schedule is below.

- The County intends to issue Notice(s) to Proceed for the Preconstruction Phase within ten (10) days of Board approval of the Contract and for the Construction Phase on or about **March 30, 2017**. The County reserves the right to issue the Notice(s) to Proceed later without impacting the overall duration to complete the Work specified in the Notice to Proceed or increasing the County Price.
- County shall provide Notice(s) to Proceed to CMR pursuant to the County at which time CMR shall proceed with the Work.
- County has sole discretion to issue Notice(s) to Proceed related by phase(s), by scope(s) of Work, by Site(s), based on funding authorization(s) or allocation(s), or any other basis as determined by County.

Project Schedule (Critical Path – Cost Loaded Schedule). Prior to performing any work on the Site(s), the CMR shall provide for the County’s review and approval, a detailed, critical path method schedule (cost-loaded) to the County that complies with the schedule and milestone(s) for each Site as indicated herein. Once approved, this shall become the “Project Schedule.” CMR shall update this critical path method schedule (1) monthly at the same time it submits its Application for Payment and (2) at any time requested by the County.

Float. All Project float in the Project Schedule is a resource available to both the County and the CMR.

Site	
MILESTONE	DATE
Award of Contract	
Notice to Proceed for Preconstruction Phase	
County Approves Final Construction Documents	
Notice to Proceed for Construction Phase	
Construction Begins	
Other Important Milestone *	
Other Important Milestone *	
Completion *	

“ * ” Indicates a milestone date to which liquidated damages apply. Liquidated damages will accrue cumulatively if more than one milestone is missed per the Contract Documents.

[INCLUDE A DETAILED CPM CONSTRUCTION SCHEDULE THAT MEETS ALL THE MILESTONES IN THE MILESTONE SCHEDULE]

Exhibit “D” – CMR CONTRACT
CMR Key Personnel

[INSERT CMR KEY PERSONNEL FOR PROJECT]

DRAFT

SPECIFICATIONS AND OTHER CONTRACT DOCUMENTS

ALAMEDA COUNTY PROJECT #13023

CONSTRUCTION MANAGER AT RISK

**CHERRYLAND COMMUNITY CENTER
278 Hampton Road
Hayward, California 94541**

MANDATORY PRE-PROPOSAL MEETING

July 6, 2016 at 11:00 a.m.

or

July 7, 2016 at 2:00 p.m.

Location:

1111 Jackson Street, Oakland, CA 94612

**ALAMEDA COUNTY
GENERAL SERVICES AGENCY
TECHNICAL SERVICES DEPARTMENT**

**1401 Lakeside Drive, #800
Oakland, CA 94612**

PHONE: 510-208-958 FAX: 510-208-3995

ARCHITECTURE AND ENGINEERING

**Noll and Tam Architects
729 Heinz Ave.**

Berkeley, CA 94710

PHONE: 510-52-2200 FAX: 510-542-2201



DOCUMENT 00 01 10

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Cherryland Community Center

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DIVISION 7 – THERMAL AND MOISTURE PROTECTION

07 21 00 BUILDING INSULATION

07 27 19 PLASTIC SHEET AIR BARRIERS

07 31 13 ASPHALT SHINGLES

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07 42 13	METAL WALL RAINSCREEN SYSTEM
07 42 43	WOOD VENEER COMPOSITE WALL PANELS
07 54 19	POLYVINYL CHLORIDE (PVC) ROOFING
07 60 00	FLASHING AND SHEET METAL
07 65 00	FLEXIBLE FLASHING
07 72 00	ROOF ACCESSORIES
07 84 00	FIRESTOPPING
07 92 00	JOINT SEALANTS

DIVISION 8 – OPENINGS

08 11 13	HOLLOW METAL DOORS AND FRAMES
08 14 16	FLUSH WOOD DOORS
08 17 13	INTEGRATED METAL DOOR OPENING SYSTEMS
08 31 13	ACCESS DOORS
08 33 13	COILING COUNTER DOORS
08 41 13	ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS
08 42 23	ALUMINUM-FRAMED FOLDING DOORS
08 51 13	ALUMINUM WINDOWS
08 63 00	METAL FRAMED SKYLIGHTS
08 78 13	OPENING ACTUATORS
08 81 00	GLASS GLAZING
08 84 00	PLASTIC GLAZING
08 91 00	WALL LOUVERS

DIVISION 9 – FINISHES

09 22 16	NON-STRUCTURAL METAL FRAMING
09 24 00	PORTLAND CEMENT PLASTERING
09 29 00	GYPSUM BOARD
09 30 00	TILING
09 51 13	ACOUSTICAL PANEL CEILINGS
09 51 23	ACOUSTICAL TILE CEILINGS
09 51 26	ACOUSTICAL WOOD CEILINGS
09 61 23	CONCRETE VAPOR EMISSION TREATMENT
09 64 30	WOOD FLOORING
09 64 66	WOOD ATHLETIC FLOORING
09 65 13	RESILIENT BASE AND ACCESSORIES
09 65 17	LINOLEUM FLOOR COVERINGS
09 66 23	RESINOUS MATRIX TERRAZZO FLOORING
09 67 23	RESINOUS FLOORING
09 68 13	TILE CARPETING
09 84 13	ACOUSTICAL WALL PANELS
09 91 00	PAINTING
09 96 00	HIGH-PERFORMANCE COATINGS

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09 97 29 CONCRETE FLOOR SEALING

DIVISION 10 – SPECIALTIES

10 11 33 VISUAL DISPLAY UNITS
10 14 00 SIGNAGE AND IDENTIFICATION DEVICES
10 21 13 SOLID PHENOLIC TOILET COMPARTMENTS
10 22 26 OPERABLE PARTITIONS
10 28 13 COMMERCIAL TOILET ACCESSORIES
10 31 00 MANUFACTURED FIREPLACES
10 44 00 FIRE PROTECTION SPECIALTIES
10 51 13 METAL LOCKERS
10 71 13 EXTERIOR SUN CONTROL DEVICES

DIVISION 11 – EQUIPMENT

11 31 00 RESIDENTIAL APPLIANCES
11 40 00 FOODSERVICE EQUIPMENT
11 51 16 BOOK DEPOSITORIES
11 51 19 BOOK THEFT PROTECTION EQUIPMENT
11 51 23 LIBRARY STACK SYSTEMS

DIVISION 12 – FURNISHINGS

12 24 13 ROLLER WINDOW SHADES
12 36 61 COUNTERTOPS

DIVISION 13 – SPECIAL CONSTRUCTION – NOT USED

DIVISION 14 – CONVEYING EQUIPMENT – NOT USED

FACILITY SERVICES SUBGROUP:

DIVISION 21 – FIRE SUPPRESSION

21 13 13 FIRE SPRINKLER SYSTEMS

DIVISION 22 – PLUMBING

22 00 00 PLUMBING SYSTEMS

DIVISION 23 – HEATING VENTILATING AND AIR CONDITIONING

23 00 00 HEATING, VENTILATING AND AIR CONDITIONING SYSTEMS
23 01 01 ENERGY MANAGEMENT AND TEMPERATURE CONTROL SYSTEM
23 01 02 EMTCS/DDC SOFTWARE
23 05 00 ACCEPTANCE REQUIREMENTS

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DIVISION 24 – NOT USED

DIVISION 25 – INTEGRATED AUTOMATION - NOT USED

DIVISION 26 – ELECTRICAL

26 05 00	COMMON WORK RESULTS FOR ELECTRICAL
26 05 19	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS
26 05 26	GROUNDING AND BONDING FOR ELECTRICAL
26 05 29	HANGERS AND SUPPORTS FOR ELECTRICAL
26 05 33	RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS
26 09 13	ELECTRICAL POWER MONITORING AND CONTROL
26 24 00	SERVICE AND DISTRIBUTION
26 24 16	PANELBOARDS
26 27 26	WIRING DEVICES
26 28 16	ENCLOSED SWITCHES, CIRCUIT BREAKERS AND FUSES
26 50 00	LIGHTING

DIVISION 27 – COMMUNICATIONS

27 00 00	COMMUNICATIONS GENERAL REQUIREMENTS
27 05 26	GROUNDING AND BONDING OF COMMUNICATIONS SYSTEMS
27 11 00	COMMUNICATIONS EQUIPMENT ROOM FITTINGS
27 15 00	COMMUNICATIONS HORIZONTAL CABLING
27 16 00	COMMUNICATIONS CONNECTING CORDS DEVICES AND ADAPTERS
27 41 16	AUDIO VIDEO SYSTEMS & EQUIPMENT

DIVISION 28 – ELECTRONIC SAFETY AND SECURITY

28 00 00	SECURITY GENERAL REQUIREMENTS
28 05 13	SECURITY SYSTEM CABLING
28 13 00	ACCESS CONTROL SYSTEM
28 16 00	INTRUSION DETECTION SYSTEM
28 23 00	VIDEO SURVEILLANCE SYSTEM
28 31 11	FIRE ALARM

SITE AND INFRASTRUCTURE SUBGROUP:

DIVISION 30 – NOT USED

DIVISION 31 – EARTHWORK

31 00 00	EARTHWORK
31 10 00	SITE CLEARING
31 23 16	TRENCHING AND BACKFILL

DIVISION 32 – EXTERIOR IMPROVEMENTS

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32 12 16 ASPHALT PAVING
32 16 01 CONCRETE IMPROVEMENTS
32 17 23 PAVEMENT MARKINGS
32 31 19 DECORATIVE METAL FENCES AND GATES

DIVISION 33 – UTILITIES

33 10 00 WATER UTILITIES
33 30 00 SANITARY SEWERAGE UTILITIES
33 40 00 STORM DRAINAGE UTILITIES
33 44 02 BIORETENTION AREAS

DIVISIONS 34 – 35 - NOT USED

PROCESS EQUIPMENT SUBGROUP:

DIVISIONS 40 – 48 - NOT USED

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DOCUMENT 00 01 15

LIST OF DRAWINGS

DRAWINGS

Sheet number

File number

Description

END OF DOCUMENT

DOCUMENT 00 01 20

LIST OF SCHEDULES

SCHEDULES

Project Duration: [XXXX] Calendar Days

Milestones: [LIST]

<u>Sheet number</u>	<u>File number</u>	<u>Description</u>
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END OF DOCUMENT

DOCUMENT 00 22 19

ENHANCED CONSTRUCTION OUTREACH PROGRAM (ECOP)

GENERAL

1. PURPOSE

- 1.1 It is the express purpose of the Enhanced Construction Outreach Program (ECOP) to encourage the participation in the County of Alameda, General Services Agency (GSA) capital projects of

- Minority Owned Business Enterprise (MBE),
- Woman Owned Business Enterprise (WBE),
- Local Business Enterprise (LBE) and
- Small Local Business Enterprise (SLBE)

And to ensure that all contracting firms receive an equal opportunity to bid and receive work for this project. The ECOP encourages the inclusion of small businesses in this contract in accordance with Public Contract Code § 2002.

- 1.2 By submitting a **bid**, Bidders acknowledge and agree to all Document 00 22 19 provisions contained herein.
- 1.3 In the event of conflict between the terms of this Section 00 22 19 and the PROJECT STABILIZATION / COMMUNITY BENEFITS AGREEMENT for the COUNTY OF ALAMEDA, the terms of the PROJECT STABILIZATION / COMMUNITY BENEFITS AGREEMENT for the COUNTY OF ALAMEDA shall take priority.

2. APPLICATION

- 2.1 The provisions outlined in this Section 00 22 19 apply to this contract for the construction of the above-referenced project. This project is funded solely with local dollars, and these provisions shall apply to all work performed under any contract awarded as a result of this competitive process.
- 2.2 To be considered for a contract award, any bidder who fails to meet all ECOP goals identified herein shall be required to demonstrate to the satisfaction of the County that all good faith efforts (GFEs) were made in accordance with the criteria listed in Section 7.9, GFE 1-9. Failure of the CMR to demonstrate a good faith effort may result in the bid being deemed non-responsive.

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3. 3 DEFINITIONS

3.1 LOCAL BUSINESS ENTERPRISE (LBE)

3.1.1 For the purposes of this program, a Local Business Enterprise means a business that is a firm or dealer with fixed offices located in, and having a street address within the County and holds a valid business license issued by the County or a city within the County for at least 6 months prior to the date upon which a request for sealed bids or proposals is issued.

3.2 MINORITY OR WOMEN BUSINESS ENTERPRISE (MWBE)

3.2.1 For the purposes of this program, an MWBE is a Small Business Enterprise (SBE), as that term is defined by the State of California, that meets both of the following criteria:

3.2.1.1 At least 51 percent of the business is owned by one or more minority persons or women, or in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more minority persons or women; and

3.2.1.2 Whose management and daily business operations are controlled by one or more minority persons or women.

3.2.2 An MWBE must be certified as such by local agencies identified or recognized by the County as having effective certification programs. When the State of California SBE definition is met, validation of the current certification by one of the following local agencies must be provided with the bid response:

Bay Area Rapid Transit (BART)
Office of Community Investment and Infrastructure¹,
The (CPUC) Supplier Clearinghouse
Western Regional Minority Supplier Development Council (WRMSDC)
Women's Business Enterprise National Council (WBENC)

3.3 MINORITY PERSON

3.3.1 Minority person, for purposes of this section, means Black Americans, Hispanic Americans, Native Americans (including American Indians, Eskimos, Aleuts and Native Hawaiians), Asian-Pacific Americans

¹ Successor Agency to San Francisco Redevelopment Agency

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(including persons whose origins are from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the United States Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia and Taiwan).

3.4 SMALL BUSINESS ENTERPRISE (SBE)

3.4.1 For the purposes of this program, an SBE meets the current State of California definition of a small business, which is one that:

3.4.1.1 Must be independently owned and operated;

3.4.1.2 Cannot be dominant in its field of operation;

3.4.1.3 Must have its principal office located in California;

3.4.1.4 Must have its owners (or officers in the case of a corporation) domiciled in California; and

3.4.1.5 Together with its affiliates, be either:

3.4.1.5.1 A business with 100 or fewer employees, and an average annual gross receipts of \$14 million or less over the previous three tax years, or

3.4.1.5.2 A manufacturer with 100 or fewer employees.

3.4.1.6 An SBE must be certified or recognized as such by organizations whose certification is accepted by the California Department of General Services or by local agencies identified by the County of Alameda to have effective certification programs. Validation of the current certification by one of the following local agencies must be provided with the bid response:

Alameda County Transportation Commission (Alameda CTC)

California Department of General Services (DGS)

Office of Community Investment and Infrastructure,

Port of Oakland

and, when the State SBE definition is met, Alameda County (SLEB certification)

3.5 SMALL LOCAL BUSINESS ENTERPRISE (S/LBE)

3.5.1 For the purposes of this program, a Small Local Business Enterprise is defined by the County of Alameda and means a business that meets the SBE definition above, and is a firm or dealer with fixed offices located in,

and having a street address within the County, and holds a valid business license issued by the County or a city within the County.

4. ENHANCED CONSTRUCTION OUTREACH PROGRAM (ECOP) GOALS

4.1 MBE PARTICIPATION SUBCONTRACTING – 15% GOAL

4.1.1 The MBE element of the ECOP program shall include subcontractors, manufacturers, suppliers and truckers in calculating achievement of the MBE goal. Any CMR who fails to meet the MBE goals described herein must demonstrate to the satisfaction of the County of Alameda that a good faith effort was made to meet these goals in order to be considered for a contract award.

4.1.1.1 The County shall further require that in order to be awarded a contract, a CMR must show that a good faith effort was made to provide at least 15% of the total contract amount to MBE subcontractors, manufacturers, suppliers, and truckers.

4.1.1.2 The MBE goals must be achieved by the use of MBE subcontractors, manufacturers, suppliers, and/or truckers. If the CMR plans to perform all the work with the CMR's own forces, the goal will still apply and must be achieved by the use of suppliers, manufacturers, and/or truckers.

4.1.1.3 A certified MBE CMR **may not** apply the percentage of the CMR's work toward meeting the goals as set forth above. An MBE subcontractor meeting the definition of both an MBE and a WBE **may not** be used to achieve both MBE and WBE required goals. The percentage of MBE firms utilized for the project described herein can only be applied to either MBE or WBE required goals. For purposes of meeting the MBE goals for this project, each participating MBE must be identified as an MBE.

4.1.1.4 CMRs are strongly encouraged to sub-contract with S/LBE certified MBEs to meet the goals.

4.2 WBE PARTICIPATION SUBCONTRACTING – 5% GOAL

4.2.1 The WBE element of the ECOP program shall include subcontractors, manufacturers, suppliers and truckers in calculating achievement of the WBE goal. Any contractor who fails to meet the WBE goals described herein must demonstrate to the satisfaction of the County of Alameda that

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a good faith effort was made to meet these goals in order to be considered for a contract award.

4.2.1.1 The County shall further require that in order to be awarded a contract; a CMR must show that a good faith effort was made to provide at least 5% of the total contract amount to WBE subcontractors, manufacturers, suppliers, and/or truckers.

4.2.1.2 The WBE goals must be achieved by the use of subcontractors, manufacturers, suppliers, and/or truckers. If the CMR plans to perform all the work with the CMR's own forces, the goal will still apply and must be achieved by the use of manufacturers, suppliers, and/or truckers.

4.2.1.3 A certified WBE CMR **may not** apply the percentage of the CMR's work toward meeting the goals as set forth above. A WBE subcontractor meeting the definition of both an MBE and a WBE **may not** be used to achieve both the MBE and WBE required goals. The percentage of WBE firms utilized for the project described herein can only be applied to either MBE or WBE required goals. For purposes of meeting the WBE goals for this project, each participating WBE must be identified as a WBE.

4.2.1.4 CMRs are strongly encouraged to sub-contract with S/LBE certified WBEs to meet the goals.

4.3 **LBE PARTICIPATION GOALS –60% GOAL**

4.3.1 The LBE element of the ECOP program shall include subcontractors, manufacturers, suppliers and/or truckers in calculating achievement of the LBE goal. Any CMR who fails to meet the LBE goals described herein must demonstrate to the satisfaction of the County of Alameda that a good faith effort was made to meet these goals in order to be considered for a contract award.

4.3.1.1 The County shall further require that in order to be awarded a contract, a CMR must show that a good faith effort was made to provide at least 60% of the total contract amount to an LBE.

4.3.1.2 The CMR may count a portion or all of its work towards meeting the goal and/or the LBE goal may be achieved by the use of subcontractors, manufacturers, suppliers, and/or truckers.

4.4 **S/LBE PARTICIPATION - 20% GOAL**

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4.4.1 The S/LBE element of the ECOP program shall include subcontractors, manufacturers, suppliers and/or truckers in calculating achievement of the S/LBE goal. Any CMR who fails to meet the S/LBE goals described herein must demonstrate to the satisfaction of the County of Alameda that a good faith effort was made to meet these goals in order to be considered for a contract award.

4.4.1.1 The County shall further require that in order to be awarded a contract; a CMR must show that a good faith effort was made to provide at least 20% of the total contract amount to an S/LBE.

4.4.1.2 The CMR may count a portion or all of its work towards meeting the goal and/or the S/LBE goal may be achieved by the use of subcontractors, manufacturers, suppliers, and/or truckers. For purposes of meeting this goal, the 20% S/LBE participation may also be counted toward achieving the 60% LBE participation goal and/or a part of the CMR LBE participation.

5. SMALL BUSINESS ENTERPRISE 5% BID PREFERENCE

5.1 CMRs who are certified small local businesses (S/LBE) shall be eligible to receive a 5% bid preference. CMRs that subcontract with certified small local businesses (S/LBE) (in accordance with the Public Contract Code 2002) for a minimum 40% of the contract amount will also be eligible to receive this 5% bid preference. This bid preference shall be applied by multiplying the total Base Bid amount by .95 to determine the bid amount for comparison purposes.

6. HIRING OF LOCAL APPRENTICES, YOUTH, UNEMPLOYED AND UNDEREMPLOYED RESIDENTS (FOR PROJECTS OVER \$125K, BUT UNDER \$1M)

PURPOSE

6.1 The County of Alameda, General Services Agency (GSA), Technical Services Department (TSD) strongly encourages the hiring of local apprentices, youth, unemployed and under-employed County residents to complete the work required for this project. Those firms that can demonstrate the ability and willingness to provide jobs required to complete this project to local apprentices, youth,

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unemployed and underemployed County residents should include such evidence in their bid response.

7. GOOD FAITH EFFORTS, ECOP PACKAGE SUBMITTALS, AND EVALUATION PROCEDURES

- 7.1 It is required that CMRs exercise a good faith effort to secure the participation, as set forth in the specifications, of M/W/S/LBE subcontractors, manufacturers, suppliers and/or truckers on the project. Achievement of the ECOP goals shall constitute prima facie evidence of a Good Faith Effort (GFE). The failure of any CMR to make a good faith effort to achieve the specified participation of M/W/S/LBE subcontractors, manufacturers, suppliers and/or truckers shall be grounds for determining that the bid is non-responsive.
- 7.2 Upon request from GSA, the two responsible CMR with the best value proposals must submit to the Project Manager documentation to support the ECOP goals met, and the GFEs made. The documentation submitted by each CMR shall be referred to as the ECOP Package.
- 7.3 ECOP bid submittal evaluation will initiate following GSA's determination of the two (2) responsible CMRs who submitted the best value proposals and their submission of the ECOP Package, which shall include, but not be limited to, ECOP Form 101A, 101B, 102A, 102B and 102C (provided separately as Excel fillable forms) and supporting documentation verifying ECOP goals met and GFEs made. The ECOP Package is to be submitted by the two (2) responsible CMRs who submitted the best value proposals to GSA no later than 2:00 p.m. on the second business day following notification and request by GSA.
 - 7.3.1 The individual dollar amounts to be subcontracted to the M/W/S/LBE listed in the CMR's proposal will be listed on the S/LBE Participation Information ECOP Forms 101A and 101B and the M/WBE Subcontractor Participation Information ECOP Forms 102A, 102B
 - 7.3.2 ECOP Forms 101A, 101B, 102A 102B, 102C (Excel fillable forms), signature page and supporting documentation shall be delivered to the assigned Project Manager.
- 7.4 After the bids are opened, the M/W/S/LBE subcontractors, manufacturers, suppliers and/or truckers who bid to the two (2) responsible bidders with the apparent best value proposals are required to provide the amounts of their bids to the County for the purposes of verification. This information shall be certified by a principal of the subcontracting firm. To the extent permitted by law, the information provided by the subcontractors, manufacturers, suppliers and/or truckers will be treated as proprietary, and will be solely for the use of County staff or its agents.

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- 7.5 Each ECOP Package will be reviewed and evaluated by GSA or its agents within approximately five (5) business days of receipt unless additional time is needed to verify the submittals. CMRs must meet all the ECOP goals **OR** make all the GFEs (see section 7.9) in order for their bid to be deemed responsive.
- 7.6 The ECOP Package must be complete, submitted on a CD or flash drive, and contain legible supporting documents:
- 7.6.1 ECOP Forms 101A, 101B, 102A, 102B and 102C to be completed electronically and submitted on a CD or flash drive along with the hard copy signature page and supporting documentation.
- 7.6.2 Supporting certification documentation for the CMR and each subcontractor, manufacturer, supplier and/or trucker M/W/S/LBEs submitted in the order they are listed on the ECOP forms **must be submitted as hardcopy**
- 7.6.2.1 To be considered towards meeting the ECOP goals CMRs must submit:
- 7.6.2.1.1 Acceptable certifying documentation for the CMR and its subcontractors, manufacturers, suppliers and/or truckers, as applicable (for example, local business license with proof of issue and expiration date, certification letters with expiration date).
- 7.6.2.1.2 Evidence that manufacturers, suppliers, and/or truckers are providing goods or services to subcontractors (for example, letter of intent, agreement)
- 7.6.3 Documents evidencing those good faith efforts that were made, submitted in the order listed in the table below with the corresponding item number (1-9) noted on each document.
- 7.6.4 Evidence of M/W/S/LBE participation (copies of bids, agreements, etc.) for all listed subcontractors, manufacturers, suppliers, and/or truckers that are *not* directly contracting with them (for example, material suppliers to subcontractors).
- 7.7 GSA reserves the right, as it may deem appropriate and necessary, to contact the two responsible bidders who submitted the apparent two best value proposals during the evaluation process for clarification and/or submission of additional ECOP Goals or GFE documentation.
- 7.8 ECOP GOALS / GOOD FAITH EFFORTS REQUIRED

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Listed in the table (below) are examples of acceptable documentation to support a determination that ECOP goals have been met

	ECOP GOALS	EXAMPLES OF ACCEPTABLE DOCUMENTATION
1	<p>60% Local Business Enterprise (LBE)</p> <p>LBE participation may consist of the CMR and Subcontractors and may count towards the LBE, SBE, MBE and/or WBE ECOP goals.</p>	<ul style="list-style-type: none"> • Business license issued by the County of Alameda or a City within the County of Alameda and proof of date issued (which is at least 6 months prior to the date proposals were solicited). OR • Certification letter from an acceptable certifying agency* showing a local address and issuance/expiration dates.
2	<p>20% Certified Small Business Enterprise (SBE)</p> <p>Certified SBEs must be Local (S/LBE) to be considered. S/LBE participation may consist of the CMR and Subcontractors and may count towards the LBE, SBE, MBE and/or WBE ECOP goals.</p> <p>An SBE meets the LBE definition above and the current State definition of a small business that is <100 employees and <\$14 Million annual gross revenues (over the last three years).</p>	<ul style="list-style-type: none"> • Same as LBE <i>PLUS</i> • Current certification document or letter with SBE designation*
3	<p>15% Minority-Owned Business Enterprise (MBE) <u>Subcontractors</u></p> <p>MBEs are defined per PCC 2000(e)(1), (e)(2) and (f) and are not required to be LBEs. An MWBE may count towards <u>only</u> MBE or WBE participation (not both); however, a local MBE may count towards both LBE and S/LBE ECOP goals.</p>	<ul style="list-style-type: none"> • Current certification document, letter, etc., with MBE designation**

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	An MBE is a minority-owned business certified by one of the agencies listed below. An MBE can also be an SBE or LBE for purposes of meeting the SBE or LBE subcontracting goals, but an MBE cannot also be considered a WBE.**	
4	<p>5% Woman-Owned Business Enterprise (WBE) Subcontractors</p> <p>WBEs are defined per PCC 2000(e)(1), (e)(2) and (f) and are not required to be LBEs. An MWBE may count towards <u>only</u> MBE or WBE participation (not both); however, a local WBE may count both towards the LBE and S/LBE ECOP goals.</p> <p>A WBE is a minority-owned business certified by one of the agencies listed below. A WBE can also be an SBE or LBE for purposes of meeting the SBE or LBE subcontracting goals, but a WBE cannot also be considered an MBE.**</p>	<ul style="list-style-type: none"> Current certification document, letter, etc., with WBE designation**

* SBE certification from the following agencies is accepted: Alameda County Transportation Commission (Alameda CTC), California Department of General Services (DGS), Office of Community Investment and Infrastructure, Port of Oakland, and when the State SBE definition is met, Alameda County (SLEB certification).

** When the State SBE definition is met MWBE certification from the following agencies is accepted:

Bay Area Rapid Transit (BART), Office of Community Investment and Infrastructure, the (CPUC) Supplier Clearinghouse, Western Regional Minority Supplier Development Council (WRMSDC), Women's Business Enterprise National Council (WBENC).

7.9 The examples of GFE Indicators listed in the table below and suggested samples and are not meant to be mandatory or exclusionary. Other documentation may be acceptable as long as it evidences a GFE. For additional information regarding the ECOP Package submittals contact the GSA Contract Compliance Officer listed in Section IV below.

Required Good Faith Effort Indicators	Examples of Acceptable Documentation
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1. The CMR attended mandatory pre-solicitation or pre-proposal meetings that were scheduled by the local agency to inform all CMRs of the ECOP requirements for the project for which the contract will be awarded.	<ul style="list-style-type: none"> Copy of pre-proposal meeting sign-in sheet (which is e-mailed to attendees and available on County Current Contracting Opportunities website listed below). The name of the firm must be listed. http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp
2. The CMR identified and selected specific items of the project for which the contract will be awarded to be performed by M/W/S/LBEs to provide an opportunity for participation by those enterprises.	<ul style="list-style-type: none"> Copy of advertisements, certified letters, successfully completed faxes and/or other notices to M/W/S/LBEs with selected specific items identified.
3. The CMR advertised, not less than ten (10) calendar days before the date the bids are opened, in one or more local daily or weekly newspapers, trade association publications, minority or trade-oriented publications, or trade journals for M/W/S/LBEs that are interested in participating in the project.	<ul style="list-style-type: none"> Copy of advertisements placed showing publication name and date, and dated receipts. Dated receipt with ad copy.
4. The CMR provided written notice of his or her interest in bidding on the contract to the number of M/W/S/LBEs required to be notified by the project specifications not less than ten (10) calendar days prior to the opening of bids. The CMR may utilize the list of certified local business enterprises in the on-line County Small Local Emerging Business (SLEB) Vendor Query System located at http://www.acgov.org/sleb_query_app/gsa/sleb/query/slebmenu.jsp . The minimum number of M/W/S/LBE firms required to be notified is three (3) for each item of the project selected to be performed by a M/W/S/LBE, where an M/W/S/LBE subcontractor has not been secured for that item.	<ul style="list-style-type: none"> Copy of dated notice, complete distribution list(s) and evidence of distribution (proof of faxes, e-mails sent etc.) Undelivered faxes do not count toward the effort to meet the minimum requirement Trades and specialties, in addition to M/W/S/LBE designation, must be clearly identified to meet the minimum requirement by using certification letter or source documentation
5. The CMR followed up initial solicitations of interest by contacting the enterprises to determine with certainty whether the enterprises were interested in performing specific items of the project.	<ul style="list-style-type: none"> Successfully completed telephone log containing specific dates, name of caller, person contacted and comments (i.e., why not bidding, information sent to/date)

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<p>6. The CMR provided interested M/W/S/LBEs with information about the plans, specifications, and requirements for the selected subcontracting or material supply work.</p>	<ul style="list-style-type: none"> • Copy of published advertisements, letters, successfully completed faxes, etc. with M/W/S/LBE name/contact information including the required information or directions on how to obtain it and the date the information was provided • Agenda, meeting notes, etc. including specific topics discussed, M/W/S/LBE firm names and contact persons in attendance that received information, and the location and date information was provided
<p>7. The CMR requested assistance from local and small business and minority and women community organizations; local and small, minority and women contractor groups, local, state, or federal M/W/S/LBE assistance offices, or other organizations that provide assistance in recruitment and placement of M/W/S/LBEs.</p>	<ul style="list-style-type: none"> • Copy of dated written request and response (letter, successfully completed fax, e-mail, etc.) • Or 2nd written request to follow-up, if needed. Phone log is not acceptable.
<p>8. The CMR negotiated in good faith with the M/W/S/LBEs and did not unjustifiably reject as unsatisfactory bids prepared by any M/W/S/LBEs as determined by GSA</p>	<ul style="list-style-type: none"> • Copies or list of all bids and a spreadsheet listing all bids with firm name, contact person, bid items(s), bid price, M/W/S/LBE classification, and comments re-selection or rejection • M/W/S/LBE bids accepted and included in bid response
<p>9. Where applicable, the CMR advised and made efforts to assist interested M/W/S/LBEs in obtaining bonds, lines of credit, or insurance required by either the GSA or the CMR.</p>	<ul style="list-style-type: none"> • Copy of advertisements or other notices with specifics referencing willingness to assist M/W/S/LBEs • Agenda, meeting notes including presenter's name and title, specific topics discussed, handouts etc., name of M/W/S/LBE firms in attendance, contact persons who received advice, location, and

7.10 The performance by a CMR of the GFE Indicators specified in the table above shall create a rebuttable presumption, affecting the burden of producing evidence, that a CMR has made a good faith effort to comply with the goals and requirements relating to participation by M/W/S/LBEs established pursuant to Section 4 herein.

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8. JOINT VENTURES

- 8.1 Whenever a joint venture occurs involving either a prime or non-prime (for example, subcontractors, manufacturers, suppliers, and truckers) M/W/S/LBE firm at any level of contracting, trucking, manufacturing, or supplying, the CMR shall provide the County with a full account of the nature of ownership interests, the basis for creation of the joint venture, and the particular financial participation and administrative responsibilities of the interested parties. In evaluating the CMR's effort, the M/W/S/LBE percentage that is to be attributed to a joint venture shall be determined by multiplying the percentage of the total contract amount that is to be performed by the joint venture times the percentage of actual financial participation in the joint venture represented by the M/W/S/LBE business.

9. NONDISCRIMINATION

9.1 Purpose

- 9.1 The CMR shall comply with the Americans with Disabilities Act and Title VII of the Civil Rights Act of 1964 and shall not, in regard to any position for which an employee or applicant for employment is qualified, discriminate against any employee or applicant for employment because of race, creed, color, disability, sex, sexual orientation, political affiliation, or by any other non-merit factors be otherwise subjected to discrimination. The CMR shall apply the ECOP that ensures applicants are employed, and that employees are treated during employment without regard to their race, age, religion, Vietnam Era Veteran's status, political affiliation, or any other non-merit factors. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other terms of compensation; and selection for training, including apprenticeship. The CMR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 9.2 CMR shall, in all solicitations or advertisements for employees placed on behalf of the County, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, disability, sex, sexual orientation or national origin, age, religion, Vietnam Era Veteran's status, political affiliation, or any other non-merit factors.

SECTION II

CONTRACT COMPLIANCE REQUIREMENTS

1. APPLICATION

ALAMEDA COUNTY GSA-TSD

**SUPPLEMENTARY INSTRUCTIONS TO CMRs
ENHANCED CONSTRUCTION OUTREACH PROGRAM
DOCUMENT 00 22 19**

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- 1.1 The following provisions shall apply to all contracts subject to the provisions of Section I and/or Section IV.

2. ALAMEDA COUNTY CONTRACT COMPLIANCE SYSTEM

- 2.1 Alameda County utilizes the Elation Systems contract compliance application as part of its commitment to assist contractors to comply with certain legal and contractual requirements. The Elation Systems, a secure web-based computer system, was implemented to monitor compliance and to track and report M/W/S/LBE participation in County contracts.
- 2.2 The CMR and all participating local and M/W/S/LBE subcontractors awarded contracts as a result of the bid process for this project are required to use the Elation System to submit ECOP information including, but not limited to, weekly certified payrolls, monthly progress payment reports and other information related to M/W/S/LBE participation. Use of the Elation System, support and training is available at no charge to prime and subcontractors participating in County contracts.
- 2.3 Upon contract award:
- 2.3.1 The County will provide contractors and subcontractors participating in any contract awarded as a result of this bid process, a code that will allow them to register and use the Elation System free of charge.
- 2.3.2 CMRs should schedule a representative from their office/company, along with each of their subcontractors, to attend Elation Systems training.
- 2.3.2.1 Free multi-agency Elation Systems one-hour training sessions require reservations and are held monthly in the Pleasanton, California area.
- 2.4 It is the CMR's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize Elation Systems.
- 2.4.1 For further information, please see the Elation Systems training schedule online at http://www.elationsys.com/elationsys/support_1.htm or call Elation Systems at (925) 924-0340.
- 2.4.2 If you have questions regarding the utilization of the Elation Systems, please contact the Project Manager. For system support visit Elation Systems online at <http://www.elationsys.com/> or at (925) 924-0340.

3. MEETINGS

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- 3.1 After the award of the contract and prior to beginning work, the General Services Agency may hold a pre-construction conference at which a representative of the CMR and of each subcontractor must attend. As it becomes necessary during the course of the contract, the General Services Agency may call meetings of the CMR and pertinent subcontractors.

4. INFORMATION AND RECORDS

- 4.1 For the purposes of determining compliance with this program, the CMR shall provide the County with access to all records and documents that relate to M/W/S/LBE participation, and to all records of employment advertisements, application forms, tests and other selection techniques used to hire, transfer, promote, train or retain personnel, and other pertinent records and data pertaining to the project under consideration. To the extent permitted by applicable law, proprietary information will be safeguarded.
- 4.2 Upon request, the CMR must submit the following information to the General Services Agency on Alameda County approved forms. All subcontractor submittals must be through the CMR.
- 4.2.1 M/WBE Subcontractor Participation Information and S/LBE Participation Information, (ECOP Forms 101A and 101B attached) submitted no later than 2:00 p.m. on the second business day following notification and request by GSA.
- 4.2.2 Subcontractor Information (ECOP Form 102A attached) submitted no later than 2:00 p.m. on the second business day following notification and request by GSA .
- 4.2.3 Checklist for Review of Good Faith Efforts (ECOP Form 102B attached) submitted no later than 2:00 p.m. on the second business day following notification and request by GSA.
- 4.2.4 Certified weekly payroll records (AAP Form 103 and 103A) showing the wages paid to each employee, the employee's job classification, gender and ethnic code. Payrolls will be submitted by the CMR and each subcontractor via the CMR. This provision applies to all classifications, including truckers. A Fringe Benefits Statement (AAP Form 105A) must be submitted by each CMR/subcontractor with the first certified payroll.
- 4.3 Prevailing Wage Information Sheet (AAP Form 104) for prevailing wage rates for both CMR and Subcontractors.
- 4.4 M/W/S/LBE Utilization, when required (AAP Form 106-106A).

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- 4.5 Equal Employment Policy (AAP Form 107) completed by both CMR and Subcontractors.

5. NONDISCRIMINATION POLICY FORM

- 5.1 The CMR must post a Nondiscrimination Policy in a conspicuous place at each construction site.

6. SUBSTITUTION OF M/W/S/LBE FIRMS

- 6.1 Substitution of other **firms** (subcontractors at any level, manufacturers, suppliers and/or truckers) for those listed in the proposal on the sheet entitled M/WBE Subcontractor Participation Information or S/LBE Participation Information shall not be made without prior approval of the County, and shall be in accordance with State or Federal law where applicable.

SECTION III

NON-COMPLIANCE WITH ECOP

1. APPLICATION

- 1.1 The following provisions shall apply to all contracts subject to the provisions of Section I and/or Section IV.

2. DETERMINATION OF NON-COMPLIANCE

- 2.1 During the performance of the contract, if the General Services Agency has reason to believe or finds that the CMR has not met the ECOP requirements in the contract, the Director of the General Services Agency (or the Director's designee) shall hold a meeting with the CMR for the purpose of determining whether the CMR is out of compliance. If after the meeting the CMR is found to be out of compliance, the CMR will be notified of a public hearing. The public hearing will be held before the Board of Supervisors with a minimum five calendar-day notice given to the CMR. If the Board of Supervisors finds that there has been a violation, the County will notify the CMR in writing of the sanctions to be imposed by the Board.
- 2.2 In addition, the County shall deem a finding by the Fair Employment Practice Commission that there was willful violation of the California Fair Employment Act also to be a violation by the CMR of the ECOP requirements of the contract, and such violation shall be subject to the sanctions provided herein.

3. SANCTIONS

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- 3.1 A finding at the public hearing that there has been a violation of the ECOP requirements of the contract shall be cause for the Board of Supervisors to impose any or all of the following sanctions:
 - 3.1.1 Withhold an additional ten percent (10%) of all further contract progress payments until the CMR provides evidence satisfactory to the Board of Supervisors that the condition of noncompliance has been corrected.
 - 3.1.2 Suspend the contract until such time as the CMR provides evidence satisfactory to the Board of Supervisors that the condition of noncompliance has been corrected.
 - 3.1.3 Terminate the contract and collect appropriate damages from the CMR.
 - 3.1.4 Declare that the CMR is not a responsible CMR, and is ineligible to make bids on future County contracts for a stated period of time or until the CMR can demonstrate to the satisfaction of the Board of Supervisors that the violation has been corrected.

SECTION IV

1. OUTREACH

- 1.1 To promote the ECOP goals and assist contractors and subcontractors in their efforts to develop the relationships they may require to meet the ECOP goals for this project, the County will
 - 1.1.1 E-mail the Notice to CMRs to vendors in the County Vendor Database and other sources. Advertise the project once a week for at least 2 consecutive weeks in a newspaper of general circulation in the county where the project is located, trade organizations and chambers of commerce, and plan rooms. Notice of this project will also be posted on the County Current Contracting Opportunities and Calendar of Events websites (see website URL addresses below).
 - 1.1.2 Incorporate a networking and informational component in the mandatory bid walk/site visit.
 - 1.1.3 Provide information about the project, the ECOP, and other current and upcoming projects at the bid conference/networking meeting.
 - 1.1.4 E-mail the list of attendees from the mandatory bid walk to each attendee when issuing the first Addendum for the Project and post the attendance and first Addendum on the Current Contracting Opportunities website.

2. CONTRACTOR RESOURCES

Cherryland Community Center

The following sources may be contacted for assistance in soliciting M/W/S/LBE participation:

Asian American Contractors Association

Juliana Choy Sommer, President

(415) 642-1818

Western Regional Minority Supplier Development Council (WRMSDC) – MBE certifications only

460 Hegenberger Road, Suite 730

Oakland, CA 94621

(510) 686-2555

www.ncmsdc.org

Women’s Business Enterprise National Council (WBENC)

WBE certifications only – www.wbenc.org

Visit the following County of Alameda GSA websites for

CERTIFIED SMALL LOCAL VENDORS	http://www.acgov.org/sleb_query_app/gsa/sleb/query/slebresultlist.jsp?smEmInd=C -
CURRENT CONTRACT OPPORTUNITIES	http://www.acgov.org/gsa/purchasing/bid_content/ContractOpportunities.jsp -
UPCOMING CONTRACT OPPORTUNITIES	http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/futurecontractopportunities.jsp -

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CALENDAR OF EVENTS	http://www.acgov.org/calendar_app/DisplayListServlet?site=Internet&ag=GSA&ty=PUR
COUNTY OF ALAMEDA HOME PAGE	http://www.acgov.org/index.htm

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CMR INFORMATION AND ACCEPTANCE

(Submit hardcopy of this completed page along with all hardcopy ECOP supporting documentation.)

The undersigned has read and agrees to the Supplementary Instructions to CMRs – Enhanced Construction Outreach Program, Document 00 22 19 of the Bid packet and declares that the ECOP Forms 101A, 101B, 102A, 102B and 102C (Excel Fillable Forms provided separately) have been completed accurately by the Prime Firm submitting the bid.

Official Name of CMR: _____

Street Address Line 1: _____

Street Address Line 2: _____

City: _____ State: _____ Zip Code: _____

Webpage: _____

Type of Entity / Organizational Structure (check one):

☐ Corporation

☐ Joint Venture

☐ Limited Liability Partnership

☐ Partnership

☐ Limited Liability Corporation

☐ Non-Profit / Church

☐ Other: _____

Jurisdiction of Organization Structure: _____

Date of Organization Structure: _____

Federal Tax Identification Number: _____

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Primary Contact Information:

Name / Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

SIGNATURE: _____

Name and Title of Signer: _____

Dated this _____ day of _____ 20____

DOCUMENT 00 31 19

EXISTING CONDITIONS INFORMATION

1. Summary

This document describes existing conditions at or near the Project, and use of information available regarding existing conditions. This document is **not** part of the Contract Documents. See General Conditions for definition(s) of terms used herein.

2. Reports and Information on Existing Conditions

- 2.1. Documents providing a general description of the Site and conditions of the Work may have been collected by County its consultants, contractors, and tenants. These documents may include previous contracts, contract specifications, tenant improvement contracts, as-built drawings, utility drawings, and information regarding underground facilities.
- 2.2. Information regarding existing conditions may be inspected at the County offices or the Construction Manager's offices, if any, and copies may be obtained at cost of reproduction and handling upon CMR's agreement to pay for such copies. These reports, documents, and other information are **not** part of the Contract Documents.
- 2.3. Information regarding existing conditions may also be included in the Project Manual, but shall **not** be considered part of the Contract Documents.
- 2.4. The reports and other data or information regarding existing conditions and underground facilities at or contiguous to the Project are the following:
 - 2.4.1. Construction Drawings-75% Progress Set-Revision 3,
by Noll & Tam Architects, dated 05/17/16.
 - 2.4.2. Survey of Project Site (as sheet C0.01 in 75% Drawing Set),
by Lea & Braze Engineers, Revision 2 dated 01-15-14
 - 2.4.3. Survey of Parking Lot Site (as sheet C0.02 in 75% Drawing Set),
by Lea & Braze Engineers, Revision 2 dated 01-20-14
 - 2.4.4. Hazardous Material Reports
- to be submitted in Addendum 1

3. Use of Information

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

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- 3.2. County does not warrant, and makes no representation regarding, the accuracy or thoroughness of any information regarding existing conditions. CMR represents and agrees that in submitting a proposal it is not relying on any information regarding existing conditions supplied by County.
- 3.3. Under no circumstances shall County be deemed to warrant or represent existing above-ground conditions, as-built conditions, or other actual conditions, verifiable by independent investigation. These conditions are verifiable by CMR by the performance of its own independent investigation, which CMR must perform as a condition to proposing, and CMR should not and shall not rely on this information or any other information supplied by County regarding existing conditions.
- 3.4. Any information shown or indicated in the reports and other data supplied herein with respect to existing underground facilities at or contiguous to the Project may be based upon information and data furnished to County by the County's employees and/or consultants or builders of such underground facilities or others. County does not assume responsibility for the completeness of this information, and CMR is solely responsible for any interpretation or conclusion drawn from this information.
- 3.5. County shall be responsible only for the general accuracy of information regarding underground facilities, and only for those underground facilities that are owned by County, and only where CMR has conducted the independent investigation required of it pursuant to the Contract Documents, and discrepancies are not apparent.

4. Investigations/Site Examinations

- 4.1. Before submitting a Proposal, each CMR is responsible for conducting or obtaining any additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the Site or otherwise, that may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by CMR and safety precautions and programs incident thereto or that CMR deems necessary to determine its Proposal for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.
- 4.2. On request, County will provide each CMR access to the Site to conduct such examinations, investigations, explorations, tests, and studies, as each CMR deems necessary for submission of a Proposal. CMRs must fill all holes and clean up and restore the Site to its former condition upon completion of its explorations, investigations, tests, and studies. Such investigations and Site examinations may be performed during any and all Site visits indicated in the Notice to CMRs and only under the provisions of the Contract Documents, including, but not limited to, proof of insurance and obligation to indemnify against claims arising from such work, and County's prior approval.

END OF DOCUMENT

DOCUMENT 00 31 32

GEOTECHNICAL DATA

1. Summary

- 1.1. This document describes geotechnical data at or near the Project that is in the County's possession available for CMR's review, and use of data resulting from various investigations. This document is **not** part of the Contract Documents. **See General Conditions for definition(s) of terms used herein.**

2. Geotechnical Reports

- 2.1. Geotechnical reports may have been prepared for and around the Site by soil investigation engineers hired by County, and its consultants, contractors, and tenants.
- 2.2. Geotechnical reports may be inspected at the County offices or the Construction Manager's offices, if any, and copies may be obtained at cost of reproduction and handling upon CMR's agreement to pay for such copies. These reports are **not** part of the Contract Documents.
- 2.3. The reports and drawings of physical conditions that may relate to the Project are the following:

2.3.1. Geotechnical Investigation by Rockridge Geotechnical
April 4, 2014 Project 13-590

3. Use of Data

- 3.1. Geotechnical data were obtained only for use of County and its consultants, contractors, and tenants for planning and design and are **not** a part of Contract Documents.
- 3.2. Except as expressly set forth below, County does not warrant, and makes no representation regarding, the accuracy or thoroughness of any geotechnical data. CMR represents and agrees that in submitting a Proposal it is not relying on any geotechnical data supplied by County, except as specifically allowed below.
- 3.3. Under no circumstances shall County be deemed to make a warranty or representation of existing above ground conditions, as-built conditions, or other actual conditions verifiable by independent investigation. These conditions are verifiable by CMR by the performance of its own independent investigation that CMR should perform as a condition to proposing and CMR must not and shall not rely on information supplied by County.

4. Limited Reliance Permitted on Certain Information

- 4.1. Reference is made herein for identification of:

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-Reports of explorations and tests of subsurface conditions at or contiguous to the Site that have been utilized by County in preparation of the Contract Documents.

-Drawings of physical conditions in or relating to existing subsurface structures (except underground facilities) that are at or contiguous to the Site and have been utilized by County in preparation of the Contract Documents.

4.2. CMR may rely upon the general accuracy of the "technical data" contained in the reports and drawings identified above, but only insofar as it relates to subsurface conditions, provided CMR has conducted the independent investigation required pursuant to Instructions to CMRs, and discrepancies are not apparent. The term "technical data" in the referenced reports and drawings shall be limited as follows:

4.2.1. The term "technical data" shall include actual reported depths, reported quantities, reported soil types, reported soil conditions, and reported material, equipment or structures that were encountered during subsurface exploration. The term "technical data" does not include, and CMR may not rely upon, any other data, interpretations, opinions or information shown or indicated in such drawings or reports that otherwise relate to subsurface conditions or described structures.

4.2.2. The term "technical data" shall not include the location of underground facilities.

4.2.3. CMR may not rely on the completeness of reports and drawings for the purposes of proposing or construction. CMR may rely upon the general accuracy of the "technical data" contained in such reports or drawings.

4.2.4. CMR is solely responsible for any interpretation or conclusion drawn from any "technical data" or any other data, interpretations, opinions, or information provided in the identified reports and drawings.

5. Investigations/Site Examinations

5.1. Before submitting a Proposal, each CMR is responsible for conducting or obtaining any additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the Site or otherwise, that may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by CMR and safety precautions and programs incident thereto or that CMR deems necessary to determine its Proposal for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of Contract Documents.

5.2. On request, County will provide each CMR access to the Site to conduct such examinations, investigations, explorations, tests, and studies, as each CMR deems necessary for submission of a Proposal. CMRs must fill all holes and clean up and restore the Site to its former condition upon completion of its explorations, investigations, tests, and studies. Such investigations and Site examinations may be performed during any and all Site visits indicated in the Notice to CMRs and only under

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the provisions of the Contract Documents, including, but not limited to, proof of insurance and obligation to indemnify against claims arising from such work.

END OF DOCUMENT

Cherryland Community Center

DOCUMENT 00 43 36

DESIGNATED SUBCONTRACTORS LIST

PROJECT: **CHERRYLAND COMMUNITY CENTER**

1. CMR must list hereinafter the name and location of each subcontractor who will be employed, and the kind of Work that each will perform if the Contract is awarded to the CMR. CMR acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly set forth below the name, location, and California contractor license number of each subcontractor who will perform work or labor or render service to the CMR in or about the construction of the Work in an amount in excess of one-half of one percent (1/2 of 1%) of CMR's total Proposal, and that as to any Work that CMR fails to list, CMR agrees to perform that portion itself or be subjected to penalty under applicable law.
2. In case more than one subcontractor is named for the same kind of Work, state the portion that each will perform. CMR need not list entities that are only vendors or suppliers of materials.
3. If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

Subcontractor Name: _____

Location: _____ Scope of Work: _____

CSLB No. _____ DIR Registration No. _____

Subcontractor Name: _____

Location: _____ Scope of Work: _____

CSLB No. _____ DIR Registration No. _____

Subcontractor Name: _____

Location: _____ Scope of Work: _____

CSLB No. _____ DIR Registration No. _____

Subcontractor Name: _____

Location: _____ Scope of Work: _____

CSLB No. _____ DIR Registration No. _____

Subcontractor Name: _____

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Location: _____ Scope of Work: _____

CSLB No. _____ DIR Registration No. _____

Subcontractor Name: _____

Location: _____ Scope of Work: _____

CSLB No. _____ DIR Registration No. _____

Subcontractor Name: _____

Location: _____ Scope of Work: _____

CSLB No. _____ DIR Registration No. _____

Subcontractor Name: _____

Location: _____ Scope of Work: _____

CSLB No. _____ DIR Registration No. _____

Subcontractor Name: _____

Location: _____ Scope of Work: _____

CSLB No. _____ DIR Registration No. _____

Subcontractor Name: _____

Location: _____ Scope of Work: _____

CSLB No. _____ DIR Registration No. _____

Subcontractor Name: _____

Location: _____ Scope of Work: _____

CSLB No. _____ DIR Registration No. _____

Subcontractor Name: _____

Location: _____ Scope of Work: _____

CSLB No. _____ DIR Registration No. _____

Subcontractor Name: _____

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Location: _____ Scope of Work: _____

CSLB No. _____ DIR Registration No. _____

Subcontractor Name: _____

Location: _____ Scope of Work: _____

CSLB No. _____ DIR Registration No. _____

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

Date: _____

Proper Name of CMR: _____

Signature: _____

Print Name: _____

Title: _____

DOCUMENT 00 45 26

WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: _____ between County of Alameda
(the "County" or the "Owner") and _____ (the
"CMR") (the "Contract" or the "Project").

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am 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 I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____

Proper Name of CMR: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

END OF DOCUMENT

DOCUMENT 00 45 46.01

PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION

PROJECT/CONTRACT NO.: _____ between County of Alameda
(the “County” or the “Owner”) and _____ (the
“CMR”) (the “Contract” or the “Project”).

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours’ notice, payroll records, the registration and qualification requirements pursuant to Section 1725.5, and apprentice and trainee employment requirements, for all Work on the above Project.

I hereby acknowledge that County will use the Alameda County Contract Compliance System, including the Elation Systems, Inc. program, to monitor contract and labor compliance. CMR shall use the Compliance System to meet County’s requirements, and shall participate in training as directed by County in order to become and remain competent in the use of the Compliance System. Costs associated with the Alameda County Contract Compliance System, including the Elation Systems, Inc. program shall be borne by CMR and shall not increase the cost of the Contract.

Date: _____

Proper Name of CMR: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

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DOCUMENT 00 45 46.04

HAZARDOUS MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: _____ between County of Alameda
(the “County” or the “Owner”) and _____ (the
“CMR”) (the “Contract” or the “Project”).

1. CMR hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations (“New Hazardous Material”), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of CMR's work on the Project for County.
2. CMR further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.
3. Asbestos and/or asbestos-containing material shall be defined as all items containing detectable amounts of, but not limited to, chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite.
4. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the County’s determination. The costs of any such tests shall be paid by CMR if the material is found to be New Hazardous Material.
5. All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing “New Hazardous Material” will be immediately rejected and this Work will be removed at CMR's expense at no additional cost to the County.
6. CMR has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: _____

Proper Name of CMR: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

Cherryland Community Center

DOCUMENT 00 45 46.06

IMPORTED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: _____ between County of Alameda
(the “County” or the “Owner”) and _____ (the
“CMR”) (the “Contract” or the “Project”).

This form shall be executed by the CMR **AND** by all entities that, in any way, provide or deliver and/or supply any soils, aggregate, or related materials (“Fill”) to the Project Site. All Fill shall satisfy all requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, and section 21000 et seq. of the Public Resources Code (“CEQA”).

To the furthest extent permitted by California law, CMR shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, consultants, employees, trustees, and volunteers pursuant to the indemnification provisions in the Contract Documents for, without limitation, any claim(s) connected with providing, delivering, and/or supplying Fill.

Certification of: ☐ Delivery Firm/Transporter ☐ Supplier ☐ Manufacturer
 ☐ Wholesaler ☐ Broker ☐ Retailer
 ☐ Distributor ☐ Other _____

Type of Entity ☐ Corporation ☐ General Partnership
 ☐ Limited Partnership ☐ Limited Liability Company
 ☐ Sole Proprietorship ☐ Other _____

Name of firm ("Firm"): _____

Mailing address: _____

Addresses of branch office used for this Project: _____

If subsidiary, name and address of parent company: _____

By my signature below, I hereby certify that I am aware of section 25260 of the Health and Safety Code and the sections referenced therein regarding the definition of hazardous material. I further certify on behalf of the Firm that all soils, aggregates, or related materials provided, delivered, and/or supplied or that will be provided, delivered, and/or supplied by this Firm to the Project Site are free of any and all hazardous material as defined in section

Cherryland Community Center

25260 of the Health and Safety Code. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: _____

Proper Name of Firm: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

Cherryland Community Center

DOCUMENT 00 55 00

NOTICE TO PROCEED

Dated: _____, 20__

TO: _____ (“CMR”)

ADDRESS: _____

PROJECT: Cherryland Community Center

PROJECT/CONTRACT NO.: _____ between County of Alameda
and CMR (“Contract”).

You are notified that the Contract Time under the above Contract will commence to run on _____, 20__. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Contract executed by CMR, the date of completion is _____, 20__. **[ENSURE THIS PARAGRAPH IS CONSISTENT WITH THE DATE/DAYS INDICATED IN THE CONTRACT DOCUMENTS]**

You must submit the following documents by 5:00 p.m. of the **TENTH (10TH)** business day following the date of this Notice to Proceed:

- a. CMR’s preliminary schedule of construction.
- b. CMR’s preliminary schedule of values for all of the Work.
- c. CMR’s preliminary schedule of submittals, including Shop Drawings, Product Data, and Samples submittals
- d. CMR’s Safety Plan specifically adapted for the Project.

ALAMEDA COUNTY GSA-TSD

NOTICE TO PROCEED

Cherryland Community Center

- e. A complete subcontractors list, including the name, address, telephone number, facsimile number, California State Contractors License number, classification, and monetary value of all Subcontracts.

Thank you. We look forward to a very successful Project.

COUNTY OF ALAMEDA

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

DOCUMENT 00 57 00

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION
(Public Contract Code § 22300)

This Escrow Agreement (“Escrow Agreement”) is made and entered into this _____ day of _____, 20____, by and between the County of Alameda (“County”), whose address is _____, California, and

_____ (“Construction Manager at Risk” or “CMR”), whose address is _____, and

_____ (“Escrow Agent”), a state or federally chartered bank in California, whose address is _____.

For the consideration hereinafter set forth, County, CMR, and Escrow Agent agree as follows:

1. Pursuant to section 22300 of Public Contract Code of the State of California, which is hereby incorporated by reference, CMR has the following two (2) options:

- ☐ Deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by County pursuant to the Construction Contract No. _____ entered into between County and CMR for the Cherryland Community Center Project, in the amount of _____ (\$ _____) dated, _____, 20____, (the “Contract”); **or**
- ☐ On written request of CMR, County shall make payments of the retention earnings for the Contract directly to Escrow Agent.

When CMR deposits the securities as a substitute for Contract earnings, Escrow Agent shall notify County within ten (10) calendar days of the deposit. The market value of the securities at all times from substitution until the termination of the Escrow Agreement shall be at least equal to the cash amount then required to be withheld as retention pursuant to the Contract.

Securities shall be held in name of County of Alameda, and shall designate CMR as beneficial owner.

2. County shall make progress payments to CMR for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in the form and amount specified above.
3. When County makes payment of retention earned directly to Escrow Agent, Escrow Agent shall hold them for the benefit of CMR until the time that the escrow created under this Escrow Agreement is terminated. CMR may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the Parties shall be equally applicable and binding when County pays Escrow Agent directly.

Cherryland Community Center

4. CMR shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of County. The County will charge CMR \$_____ for each of County's deposits to the escrow account. These expenses and payment terms shall be determined by County, CMR, and Escrow Agent.
5. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of CMR and shall be subject to withdrawal by CMR at any time and from time to time without notice to County.
6. CMR shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from County to Escrow Agent that County consents to withdrawal of amount sought to be withdrawn by CMR.
7. County shall have the right to draw upon the securities and/or withdraw amounts from the Escrow Account in event of default by CMR. Upon seven (7) days written notice to Escrow Agent from County of the default, if applicable, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by County.
8. Upon receipt of written notification from County certifying that the Contract is final and complete, and that CMR has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to CMR all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.
9. Escrow Agent shall rely on written notifications from County and CMR pursuant to Paragraphs 5 through 8, inclusive, of this Escrow Agreement and County and CMR shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth above.
10. **Notice.** Names of persons who are authorized to give written notice or to receive written notice on behalf of County and on behalf of CMR in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of County:

Title

Name

Signature

Address

On behalf of CMR:

Title

Name

Signature

Address

Cherryland Community Center

On behalf of Escrow Agent:

Title

Name

Signature

Address

At the time the Escrow Account is opened, County and CMR shall deliver to Escrow Agent a fully executed copy of this Escrow Agreement.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement by their proper officers on the date first set forth above.

On behalf of County:

Title

Name

Signature

Address

On behalf of CMR:

Title

Name

Signature

Address

On behalf of Escrow Agent:

Title

Name

Signature

Address

END OF DOCUMENT

Cherryland Community Center

DOCUMENT 00 61 13.13

PERFORMANCE BOND FORM
(100% of GMP)

(Note: CMRs must use this form, NOT a surety company form.)

WHEREAS, the Board of Supervisors of the County of Alameda (“County”) and _____ (“Principal”) have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

_____ Cherryland Community Center _____ (Project Name)
 (“Project” or “Contract”)

which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, the Principal and _____ (“Surety”) are held and firmly bound unto the Board of the County in the penal sum of:

_____ DOLLARS (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project; and
- Pay to the County all damages the County incurs as a result of the Principal’s failure to perform all the Work required to complete the Project.

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The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the County, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Principal shall fail to make full, complete, and satisfactory repair, replace, and totally protect the County from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Principal remains. Nothing herein shall limit the County's rights or the Principal's or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

Any claims under this bond may be addressed to the Surety at the following address. This cannot be the Principal's broker for this bond, but must be an employee of the Surety or the Surety's legal counsel:

Attention: _____

Cherryland Community Center

Telephone No.: (____) ____ - _____

Fax No.: (____) ____ - _____

E-mail Address: _____

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IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

Principal

Surety

(Name of Principal)

(Name of Surety)

(Signature of Person with Authority)

(Signature of Person with Authority)

(Print Name)

(Print Name)

(Affix Corporate Seal)

(Name of California Agent of Surety)

(Address of California Agent of Surety)

(Telephone Number of California Agent of Surety)

Cherryland Community Center

Principal must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

Cherryland Community Center

DOCUMENT 00 61 13.16

PAYMENT BOND FORM
CMR's Labor & Material Payment Bond
(100% of Guaranteed Maximum Price)

(Note: CMRs must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Board of Supervisors of the County of Alameda (“County”) and _____, (“Principal”) have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

_____ Cherryland Community Center _____ (Project Name)
 (“Project” or “Contract”)

which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Guaranteed Maximum Price, to secure the claims to which reference is made in division 4, part 6 of the Civil Code of California, and division 2, part 7, of the Labor Code of California.

NOW, THEREFORE, the Principal and _____, (“Surety”) are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the penal sum of:

_____ DOLLARS

(\$ _____), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under sections 9000 through 9566 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

Principal

Surety

(Name of Principal)

(Name of Surety)

(Signature of Person with Authority)

(Signature of Person with Authority)

(Print Name)

(Print Name)

(Affix Corporate Seal)

(Name of California Agent of Surety)

(Address of California Agent of Surety)

(Telephone Number of California Agent of Surety)

Principal must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

Cherryland Community Center

DOCUMENT 00 65 36

WARRANTY FORM

_____("CMR") hereby agrees that the _____
_____("Work" of CMR) which CMR has installed for County of Alameda
("County") for the following project:

PROJECT: _____ Cherryland Community Center _____ (Project Name)

("Project" or "Contract")

has been performed in accordance with the requirements of the Contract Documents and that the Work as installed will fulfill the requirements of the Contract Documents.

The undersigned agrees to repair or replace any or all of such Work that may prove to be defective in workmanship or material together with any other adjacent Work that may be displaced in connection with such replacement within a period of **TWO (2) year(s)** from the date of completion as defined in Public Contract Code section 7107, subdivision (c), ordinary wear and tear and unusual abuse or neglect excepted. The date of completion is _____, 20____.

In the event of the undersigned's failure to comply with the above-mentioned conditions within a reasonable period of time, as determined by County, but not later than seven (7) days after being notified in writing by County, the undersigned authorizes the County to proceed to have said defects repaired and made good at the expense of the undersigned. The undersigned shall pay the costs and charges therefor upon demand.

Date: _____

Proper Name of CMR: _____

Signature: _____

Print Name: _____

Title: _____

Representatives to be contacted for service subject to terms of Contract:

NAME: _____

ADDRESS: _____

PHONE NO.: _____

END OF DOCUMENT

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SECTION 00 72 13

**GENERAL CONDITIONS
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GENERAL CONDITIONS

1. CONTRACT TERMS AND DEFINITIONS

1.1 Definitions

Wherever used in the Contract Documents, the following terms shall have the meanings indicated, which shall be applicable to both the singular and plural thereof:

- 1.1.1** Adverse Weather: Shall be only weather that satisfies all of the following conditions: (1) unusually severe precipitation, sleet, snow, hail, heat, or cold conditions in excess of the norm for the location and time of year it occurred, (2) unanticipated, and (3) at the Project.
- 1.1.2** Allowance(s): Amount(s) indicated in the Agreement as part of the GMP for specific scopes of work for which the CMR may bill its time, materials, and other items in the identical structure as a Change Order.
- 1.1.3** Approval, Approved, and/or Accepted: Refer to written authorization, unless stated otherwise.
- 1.1.4** Architect: The individual, partnership, corporation, joint venture, or any combination thereof, named as Architect, who will have the rights and authority assigned to the Architect in the Contract Documents. The term Architect means the County's Architect on this Project or the Architect's authorized representative.
- 1.1.5** Architect's Supplemental Instruction: A document prepared by the Architect to provide supplemental instructions or interpretations or to order minor changes in the work not involving adjustment in the Contract Amount or Contract Time.
- 1.1.6** CMR: A contractor who intends to provide a bid to the County to perform the Work of this Contract.
- 1.1.7** Change Order: A written order to the CMR authorizing an addition to, deletion from, or revision in the Work, and/or authorizing an adjustment in the GMP or Contract Time, and does not include Work that could be or should be paid out of Project Contingency. All Change Orders shall identify all of the following:
 - 1.1.7.1** A change in the Work due to:
 - 1.1.7.1.1** Additional scope of Work;
 - 1.1.7.1.2** Changes mandated by agencies having authority over the Project;

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1.1.7.1.3 Unforeseen Site Conditions;

1.1.7.2 A change in the GMP;

1.1.7.3 The extent of the adjustment in the Contract Time; and/or

1.1.7.4 An adjustment to the Contract terms.

1.1.8 CMR's Fee: The CMR's Fee shall be a set amount (lump sum amount) that will include all of CMR's anticipated profit and all of CMR's home, office and other overhead.

1.1.9 CMR's General Conditions: The cost of the CMR's support activities that must be in place to support the construction aspects of the Project, including, without limitation, the categories and items set forth in the CMR's General Conditions Table.

1.1.10 Completion: When the entire Work shall have been completed to the satisfaction of County, including all punch list items.

1.1.11 Construction Change Directive: A written order prepared and issued by the County, the Construction Manager, and/or the Architect and signed by the County and the Architect, directing a change in the Work.

1.1.12 Construction Manager: The individual, partnership, corporation, joint venture, or any combination thereof, or its authorized representative, named as such by the County. If no Construction Manager is used on the Project that is the subject of this Contract, then all references to Construction Manager herein shall be read to refer to County.

1.1.13 Construction Manager (CM) at Risk, "CMR," "Construction Manager at Risk" or "CM-at-Risk" or "Contractor": The individual, partnership, corporation, association, joint venture, or any combination thereof, that has entered into the Agreement with the County to perform the Work, identified as such in the Agreement, and referred to throughout the Contract as if singular in number.

1.1.14 Construction Schedule: The progress schedule of construction of the Project as provided by CMR and approved by County.

1.1.15 Contract or Contract Documents: The Contract consists exclusively of the documents evidencing the agreement of the County and CMR, identified as the Contract Documents in the Contract for Preconstruction and Construction Services (which may also be referred to in the Contract Documents as "Contract" or "Agreement").

1.1.16 Contract Time: The time period stated in the Agreement for the Completion of the Work.

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- 1.1.17** County: County of Alameda, acting through its Board of Supervisors or any of its authorized agents. The County may, at any time:
- 1.1.17.1** Direct the CMR to communicate with or provide notice to the Construction Manager or the Architect on matters for which the Contract Documents indicate the CMR will communicate with or provide notice to the County; and/or
 - 1.1.17.2** Direct the Construction Manager or the Architect to communicate with or direct the CMR on matters for which the Contract Documents indicate the County will communicate with or direct the CMR.
- 1.1.18** County Contingency: The amount set forth in the Agreement, which is not part of the GMP, that the County may use, in its sole discretion, to pay Change Orders, Construction Change Directives, and Force Account Directives as set forth in the Agreement.
- 1.1.19** Daily Job Report(s): Daily Project reports prepared by the CMR's employee(s) who are present on Site, which shall include the information required herein.
- 1.1.20** Day(s): Unless otherwise designated, day(s) means calendar day(s).
- 1.1.21** Direct Cost of the Work: The total cost of the actual construction of the Project. The Direct Cost of the Work is a component of the GMP and includes only the following:
- 1.1.21.1** Sum of all CMR's costs, fees and charges to self-perform Work, excluding CMR's Fee and CMR's General Conditions.
 - 1.1.21.2** Sum of all Subcontractor costs, fees and charges, including Subcontractor insurance and bond costs incurred during the Project, but not any component of Work that is part of the CMR's General Conditions.
- 1.1.22** Drawings (or "Plans"): The graphic and pictorial portions of the Contract Documents showing the design, location, scope and dimensions of the work, generally including plans, elevations, sections, details, schedules, sequence of operation, and diagrams.
- 1.1.23** Force Account Directive: A process that may be used when the County and the CMR cannot agree on a price for a specific portion of work or before the CMR prepares a prices for a specific portion of work and whereby the CMR performs the work as indicated herein on a time and materials basis.

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- 1.1.24** Guaranteed Maximum Price or “GMP”: The amount set forth in the Agreement that is the maximum price that the County will pay CMR as payment for all Work of the Project. The GMP includes only the sum of the following:
- 1.1.24.1** Direct Cost of the Work;
 - 1.1.24.2** CMR’s Fee;
 - 1.1.24.3** CMR’s General Conditions in its performance of the Work (e.g., labor costs, equipment costs, materials costs, insurance costs, bond costs, etc.);
 - 1.1.24.4** Project Contingency; and
 - 1.1.24.5** Allowance(s) (if any).
- 1.1.25** Premises: The real property owned by the County on which the Site is located.
- 1.1.26** Product(s): New material, machinery, components, equipment, fixtures and systems forming the Work, including existing materials or components required and approved by the County for reuse.
- 1.1.27** Product Data: Illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the CMR to illustrate a material, product, or system for some portion of the Work.
- 1.1.28** Project: The planned undertaking as provided for in the Contract Documents.
- 1.1.29** Project Contingency. The amount set forth in the Agreement that may be utilized to pay for changes or extra work due only to conflicts, ambiguities or errors or omissions in the Contract Documents, if they could have been reasonably discovered by the CMR during CMR’s pre-construction phase services or in the subcontractor bid packages, not including Unforeseen Site Conditions. The unused portion of the Project Contingency shall be retained by the County at the end of the Project.
- 1.1.30** Program Manager: The individual, partnership, corporation, joint venture, or any combination thereof, or its authorized representative, named as such by the County. If no Program Manager is designated for Project that is the subject of this Contract, then all references to Project Manager herein shall be read to refer to County.
- 1.1.31** Proposed Change Order or “PCO”: A written request prepared by the CMR requesting that the County and the Architect issue a Change Order

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based upon a proposed change to the Work.

- 1.1.32** Provide: Shall include “provide complete in place,” that is, “furnish and install,” and “provide complete and functioning as intended in place” unless specifically stated otherwise.
- 1.1.33** Request for Information or “RFI”: A written request prepared by the CMR requesting that the Architect provide additional information necessary to clarify or amplify an item in the Contract Documents that the CMR believes is not clearly shown or called for in the Drawings or Specifications or other portions of the Contract Documents, or to address problems that have arisen under field conditions.
- 1.1.34** Request for Substitution: A request by CMR to substitute an equal or superior material, product, thing, or service for a specific material, product, thing, or service that has been designated in the Contract Documents by a specific brand or trade name.
- 1.1.35** Safety Orders: Written and/or verbal orders for construction issued by the California Division of Industrial Safety (“CalOSHA”) or by the United States Occupational Safety and Health Administration (“OSHA”).
- 1.1.36** Safety Plan: CMR’s safety plan specifically adapted for the Project. CMR’s Safety Plan shall comply with all provisions regarding Project safety, including all applicable provisions in these General Conditions.
- 1.1.37** Samples: Physical examples that illustrate materials, products, equipment, finishes, colors, or workmanship and that, when approved in accordance with the Contract Documents, establish standards by which portions of the Work will be judged.
- 1.1.38** Shop Drawings: All drawings, prints, diagrams, illustrations, brochures, schedules, and other data that are prepared by the CMR, a subcontractor, manufacturer, supplier, or distributor, that illustrate how specific portions of the Work shall be fabricated or installed.
- 1.1.39** Site: The Project site as shown on the Drawings.
- 1.1.40** Specifications: That portion of the Contract Documents, Division 01 through Division 49, and all technical sections, and addenda to all of these, if any, consisting of written descriptions and requirements of a technical nature of materials, equipment, construction methods and systems, standards, and workmanship.
- 1.1.41** Subcontractor: A contractor and/or supplier who is under contract with the CMR or with any other subcontractor, regardless of tier, to perform a portion of the Work of the Project.

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1.1.42 Submittal Schedule: The schedule of submittals as provided by CMR and approved by County.

1.1.43 Surety: The person, firm, or corporation that executes as surety the CMR's Performance Bond and Payment Bond, and must be a California admitted surety insurer as defined in the Code of Civil Procedure section 995.120.

1.1.44 SWPPP: The County's Storm Water Pollution Prevention Plan.

1.1.45 Unforeseen Site Conditions: Conditions actually encountered on the Project Site that were reasonably unforeseeable based on all the information available to the CMR prior to finalizing the GMP, that are one or more of the following:

1.1.45.1 Subsurface or latent physical conditions at the Site differing materially from those indicated; or

1.1.45.2 Unknown physical conditions at the Site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in this Contract; or

1.1.45.3 Unknown hazardous materials on the Site.

1.1.46 Work: All labor, materials, equipment, components, appliances, supervision, coordination, and services required by, or reasonably inferred from, the Contract Documents, that are necessary for the construction and Completion of the Project.

1.2 Laws Concerning The Contract

Contract is subject to all provisions of the Constitution and laws of California and the United States, governing, controlling, or affecting County, or the property, funds, operations, or powers of County, and such provisions are by this reference made a part hereof. Any provision required by law to be included in this Contract shall be deemed to be inserted.

1.3 No Oral Agreements

No oral agreement or conversation with any officer, agent, or employee of County, either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract.

1.4 No Assignment

CMR shall not assign this Contract or any part thereof including, without limitation, any services or money to become due hereunder without the prior written consent of

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the County. Assignment without County's prior written consent shall be null and void. Any assignment of money due or to be come due under this Contract shall be subject to a prior lien for services rendered or material supplied for performance of work called for under this Contract in favor of all persons, firms, or corporations rendering services or supplying material to the extent that claims are filed pursuant to the Civil Code, Code of Civil Procedure, Government Code, Labor Code, and/or Public Contract Code, and shall also be subject to deductions for liquidated damages or withholding of payments as determined by County in accordance with this Contract. CMR shall not assign or transfer in any manner to a Subcontractor or supplier the right to prosecute or maintain an action against the County.

1.5 Notice And Service Thereof

1.5.1 Any notice from one party to the other or otherwise under Contract shall be in writing and shall be dated and signed by the party giving notice or by a duly authorized representative of that party. Any notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

1.5.1.1 If notice is given by personal delivery thereof, it shall be considered delivered on the day of delivery.

1.5.1.2 If notice is given by overnight delivery service, it shall be considered delivered on (1) day after date deposited, as indicated by the delivery service.

1.5.1.3 If notice is given by depositing same in United States mail, enclosed in a sealed envelope, it shall be considered delivered three (3) days after date deposited, as indicated by the postmarked date.

1.5.1.4 If notice is given by registered or certified mail with postage prepaid, return receipt requested, it shall be considered delivered on the day the notice is signed for.

1.6 No Waiver

The failure of County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion. No action or failure to act by the County, Architect, or Construction Manager shall constitute a waiver of any right or duty afforded the County under the Contract, nor shall any action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

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1.7 Substitutions For Specified Items

See Special Conditions.

1.8 Materials and Work

- 1.8.1** Except as otherwise specifically stated in this Contract, CMR shall provide and pay for all materials, labor, tools, equipment, transportation, supervision, temporary constructions of every nature, and all other services, management, and facilities of every nature whatsoever necessary to execute and complete this Contract within the Contract Time.
- 1.8.2** Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.
- 1.8.3** Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of Work and shall be stored properly and protected as required.
- 1.8.4** For all materials and equipment specified or indicated in the Drawings, the CMR shall provide all labor, materials, equipment, and services necessary for complete assemblies and complete working systems, functioning as intended. Incidental items not indicated on Drawings, nor mentioned in the Specifications, that can legitimately and reasonably be inferred to belong to the Work described, or be necessary in good practice to provide a complete assembly or system, shall be furnished as though itemized here in every detail. In all instances, material and equipment shall be installed in strict accordance with each manufacturer's most recent published recommendations and specifications.
- 1.8.5** CMR shall, after award of Contract by County and after relevant submittals have been approved, place orders for materials and/or equipment as specified so that delivery of same may be made without delays to the Work. CMR shall, upon demand from County, present documentary evidence showing that orders have been placed.
- 1.8.6** County reserves the right but has no obligation, for any neglect in complying with the above instructions, to place orders for such materials and/or equipment as it may deem advisable in order that the Work may be completed at the date specified in the Agreement, and all expenses incidental to the procuring of said materials and/or equipment shall be paid for by CMR or withheld from payment(s) to CMR.
- 1.8.7** CMR warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon Completion of all Work to deliver the Site to County, together with all improvements and

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appurtenances constructed or placed thereon by it, and free from any claims, liens, or charges. CMR further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any work covered by the Contract shall have any right to lien any portion of the Premises or any improvement or appurtenance thereon, except that CMR may install metering devices or other equipment of utility companies or of political subdivision, title to which is commonly retained by utility company or political subdivision. In the event of installation of any such metering device or equipment, CMR shall advise County as to owner thereof.

- 1.8.8** Nothing contained in this Article, however, shall defeat or impair the rights of persons furnishing materials or labor under any bond given by CMR for their protection or any rights under any law permitting such protection or any rights under any law permitting such persons to look to funds due CMR in hands of County (e.g., Stop Payment Notices), and this provision shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing material for work when no formal contract is entered into for such material.
- 1.8.9** Title to new materials and/or equipment for the Work of this Contract and attendant liability for its protection and safety shall remain with CMR until incorporated in the Work of this Contract and accepted by County. No part of any materials and/or equipment shall be removed from its place of storage except for immediate installation in the Work of this Contract. CMR shall keep an accurate inventory of all materials and/or equipment in a manner satisfactory to County or its authorized representative and shall, at the County's request, forward it to the County.

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2. COUNTY

2.1 Occupancy

County reserves the right to occupy portions of the Project at any time before Completion. Neither the County's Final Acceptance, the making of Final Payment, any provision in Contract Documents, nor the use or occupancy of the Work, in whole or in part, by County shall constitute acceptance of Work not in accordance with the Contract Documents nor relieve the CMR or the CMR's Performance Bond Surety from liability with respect to any warranties or responsibility for faulty or defective Work or materials, equipment and workmanship incorporated therein

2.2 County's Rights if CMR Fails to Perform.

If the CMR is behind schedule, is failing to construct the Project pursuant to the Contract Documents or is otherwise failing to perform any provisions of this Contract, the County, after **FORTY-EIGHT (48)** hours written notice to the CMR, may take any action necessary or beneficial to the County to complete the Project, take over the Work of the Contract, terminate or suspend the Contract as indicated herein, or any combination or portion of those actions. The CMR and the Surety shall be liable to the County for any cost incurred by the County in those actions and the County has the right to deduct the cost thereof from any payment then or thereafter due the CMR.

3. ARCHITECT

3.1 Role and Authority

The Architect shall represent County during the Project and will observe the progress and quality of the Work on behalf of County. Architect shall have the authority to act on behalf of County to the extent expressly provided in the Contract Documents and to the extent determined by County to, among other things, observe the progress and quality of the Work on behalf of the County. Architect shall have authority to reject materials, workmanship, and/or the Work whenever rejection may be necessary, in Architect's reasonable opinion, to insure the proper execution of the Contract.

3.2 Interpretations

Architect shall, with County and on behalf of County, determine the amount, quality, acceptability, and fitness of all parts of the Work, and interpret the Specifications, Drawings, and shall, with County, interpret all other Contract Documents.

3.3 Laws

Architect shall have all authority and responsibility established by law, including Title 24 of the California Code of Regulations.

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3.4 Communications

CMR shall provide County and the Construction Manager with a copy of all written communication between CMR and Architect at the same time as that communication is made to Architect, including, without limitation, all RFIs, correspondence, submittals, claims, and proposed change orders.

4. CONSTRUCTION MANAGER

4.1 Role and Authority

If a Construction Manager is used on this Project, the Construction Manager will provide administration of the Contract on the County's behalf. After execution of the Contract and Notice to Proceed, all correspondence and/or instructions from CMR and/or County shall be forwarded through the Construction Manager. The Construction Manager will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences, or procedures or for safety precautions in connection with the Work, which shall all remain the CMR's responsibility.

4.2 Authority to Reject

The Construction Manager, however, will have authority to reject materials and/or workmanship not conforming to the Contract Documents, as determined by the County and/or the Architect. The Construction Manager shall also have the authority to require special inspection or testing of any portion of the Work, whether it has been fabricated, installed, or fully completed. Any decision made by the Construction Manager, in good faith, shall not give rise to any duty or responsibility of the Construction Manager to the CMR, any Subcontractor, their agents, employees, or other persons performing any of the Work. The Construction Manager shall have free access to any or all parts of Work at any time.

4.3 If No Construction Manager

If the County does not use a Construction Manager on this Project all references to Construction Manager or CM shall be read as County.

5. INSPECTIONS AND TESTS

5.1 Tests and Inspections

5.1.1 The County will select an independent testing laboratory to conduct tests. Selection of the materials required to be tested shall be by the laboratory or the County's representative and not by the CMR. The CMR shall notify the County's representative a sufficient time in advance of its readiness for required observation or inspection.

5.1.2 The CMR shall notify the County's representative a sufficient time in

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advance of the manufacture of material to be supplied under the Contract Documents, that must by terms of the Contract Documents be tested, in order that the County may arrange for the testing of same at the source of supply. This notice shall be, at a minimum, seventy-two (72) hours prior to the manufacture of the material that needs to be tested.

5.1.3 Any material shipped by the CMR from the source of supply prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from said representative that such testing and inspection will not be required, shall not be incorporated into and/or onto the Project.

5.1.4 The County will select and pay testing laboratory costs for all tests and inspections. Costs of tests of any materials found to be not in compliance with the Contract Documents shall be paid for by the County and reimbursed by the CMR or deducted from the GMP.

5.2 Costs for After Hours and/or Off Site Inspections

If the CMR performs Work outside the County's regular working hours or requests the County to perform inspections off Site, costs of any inspections required outside regular working hours or off Site shall be borne by the CMR and may be invoiced to the CMR by the County or the County may deduct those expenses from the next Progress Payment.

6. CMR

CMR shall construct the Work for the GMP including any adjustment(s) to the GMP pursuant to provisions herein regarding changes to the GMP. Except as otherwise noted, CMR shall provide and pay for all labor, materials, equipment, permits, fees, licenses, facilities, transportation, taxes, and services necessary for the proper execution and Completion of the Work, except as indicated herein.

6.1 Status of CMR

6.1.1 CMR is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it and its Subcontractors perform the services required of it by the Contract Documents. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the County, or any of the County's employees or agents, and CMR or any of CMR's Subcontractors, agents or employees. CMR assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. CMR, its agents, its employees and its Subcontractors shall not be entitled to any rights or privileges of County employees. County shall be permitted to monitor the CMR's activities to determine compliance with the terms of this Contract.

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- 6.1.2** As required by law, CMR and all Subcontractors shall be properly licensed and regulated by the Contractor's State License Board, located at 9821 Business Park Drive , Sacramento, California 95827, with a mailing address of Post Office Box 26000, Sacramento, California, and with a website at <http://www.cslb.ca.gov>.

6.2 CMR's Supervision

- 6.2.1** At all times during progress of the Work, CMR shall keep on the Premises, and at all other locations where any Work related to the Contract is being performed, a competent project manager and construction superintendent who are employees of the CMR, to whom the County does not object and at least one of whom shall be fluent in reading, writing and speaking English.
- 6.2.2** The project manager and construction superintendent shall both speak fluently the predominant language of the CMR's employees. All workers shall be sufficiently competent in English to respond to inquiries and instructions and give directions concerning matters of safety and concerning the identification and location of site foremen, the CMR's construction superintendent and the CMR's project manager.
- 6.2.3** Before commencing the Work herein, CMR shall give written notice to County of the name and relevant credentials of its project manager and construction superintendent. Neither the CMR's project manager nor construction superintendent shall be changed except with prior written notice to County and County's approval, unless the CMR's project manager and/or construction superintendent proves to be unsatisfactory to CMR, County, any of the County's employees, agents, the Construction Manager, or the Architect, in which case, CMR shall notify County in writing. The CMR's project manager and construction superintendent shall each represent CMR, and all directions given to CMR's project manager and/or construction superintendent shall be as binding as if given to CMR.
- 6.2.4** CMR shall give efficient supervision to Work, using its best skill and attention. CMR shall carefully study and compare all Contract Documents, Drawings, Specifications, and other instructions and shall at once report to County, Construction Manager, and Architect any error, inconsistency, or omission that CMR or its employees and Subcontractors may discover, in writing. The CMR shall have responsibility for discovery of errors, inconsistencies, or omissions.
- 6.2.5** The CMR's project manager shall devote sufficient time to the Project on the Premises, and in the CMR's home office to pre-plan activities to meet the Project schedule and fulfill all Contract obligations. This includes, but is not limited to, making timely submittals, issuing and disseminating

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necessary RFI's, promptly processing and distributing bulletins, change orders and payments, keeping required logs current. If any of these activities fall behind Contract requirements or dates necessary to Complete the Project pursuant to the Construction Schedule, the CMR must provide a full time project manager on site dedicated solely to the Project, until the deficiencies are corrected.

- 6.2.6** The CMR shall verify all indicated dimensions before ordering materials or equipment, or before performing work. The CMR shall take field measurements, verify field conditions, and shall carefully compare such field measurements and conditions and other information known to the CMR with the Project Documents before commencing Work. Errors, inconsistencies or omissions discovered shall be immediately reported to the County. Upon commencement of any item of Work, the CMR shall be responsible for dimensions related to such item of Work and shall make any corrections necessary to make work properly fit at no additional cost to County. This responsibility for verification of dimensions is a non-delegable duty and may not be delegated to Subcontractors or CMR's agents.
- 6.2.7** Omissions from the plans, drawings or specifications, or the misdescription of details of Work which are manifestly necessary to carry out the intent of the plans, drawings and specifications, or which are customarily performed, shall not relieve the CMR from performing such omitted or misdescribed work, but they shall be performed as if fully and correctly set forth and described in the plans, drawings and specifications.
- 6.2.8** The CMR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The CMR shall be responsible to ensure that the completed Work complies accurately with the Contract Documents.

6.3 Duty to Provide Fit Workers

- 6.3.1** CMR and Subcontractor(s) shall at all times enforce strict discipline and good order among their employees and shall not employ or work any unfit person or anyone not skilled in work assigned to that person. It shall be the responsibility of CMR to ensure compliance with this requirement. County may require CMR to permanently remove unfit persons from Site.
- 6.3.2** Any person in the employ of CMR or Subcontractor(s) whom County may deem incompetent or unfit shall be excluded from working on the Project and shall not again be employed on the Project except with the prior written consent of County.
- 6.3.3** The CMR shall furnish labor that can work in harmony with all other elements of labor employed or to be employed in the Work.

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6.3.4 If CMR intends to make any change in the name or legal nature of the CMR's entity, CMR must first notify the County. The County shall determine if CMR's intended change is permissible while performing this Contract.

6.3.5 Compliance with Immigration Reform and Control Act of 1986. As required by law, CMR and all Subcontractors shall employ individuals for the Work in conformity with the Immigration Reform and Control Act of 1986, 8 USC §§1101 et seq.

6.4 Personnel.

If CMR or any Subcontractor on the Site fails to comply with any of the following provisions, the County may have the offending person(s) immediately removed from the Site, and such person(s) shall be replaced within three (3) days, at no additional expense to the County. CMR, on behalf of it and its subcontractors, hereby waives any claim that the provisions of this paragraph or the enforcement thereof interferes, or has the potential to interfere, with its right to control the means and methods of its performance and duties under this Contract.

6.4.1 All persons working for CMR and Subcontractor(s) shall refrain from using profane or vulgar language, or any other language that is inappropriate on the Site.

6.4.2 CMR shall employ a full-time superintendent and necessary assistants who shall have complete authority to represent and act on behalf of the CMR on all matters pertaining to the Work. The superintendent shall be competent and have a minimum of five (5) years experience in construction supervision on projects of similar scale and complexity. The superintendent shall be satisfactory to the County and, if not satisfactory, shall be replaced by the CMR with one that is acceptable. The superintendent shall not be changed without the written consent of the County unless the superintendent ceases to be employed by the CMR.

6.4.3 CMR shall employ a competent estimator and necessary assistants, or contract for sufficient services of an estimating consultant and to process proposed change orders (PCO). The estimator shall have a minimum of five (5) years experience in estimating. The estimator shall be satisfactory to the County and, if not satisfactory, shall be replaced by the CMR with one that is acceptable. The estimator shall not be changed without the written consent of the County unless the estimator ceases to be employed by the CMR.

6.4.4 CMR shall employ a competent scheduler and necessary assistants, or contract for sufficient services of a scheduling consultant. The scheduler shall have a minimum of five (5) years experience in scheduling. The scheduler shall be satisfactory to the County and, if not satisfactory, shall

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be replaced by the CMR with one that is acceptable. The scheduler shall not be changed without the written consent of the County unless the scheduler ceases to be employed by the CMR.

- 6.4.5** CMR shall at all times enforce strict discipline and good order among CMR's employees, and shall not employ on the Project any unfit person or anyone not skilled in the Work assigned.

6.5 Purchase of Materials and Equipment

The CMR is required to order, obtain, and store materials and equipment sufficiently in advance of its Work at no additional cost or advance payment from County to assure that there are no delays.

6.6 Documents On Project Site

- 6.6.1** CMR shall at all times keep on the Project Site, or such other location as County may authorize in writing one legible copy of all Contract Documents, including Addenda and Change Orders, and titles 19 and 24 of the California Code of Regulations, the specified edition(s) of the Uniform Building Code, all approved Drawings, Plans, Schedules, and Specifications, all codes and documents referred to in the Specifications and made part thereof, and all Alameda County General Ordinance Code provisions related to the Project including Chapter 6.04 ("Fire Code") and Title 15 ("Building and Construction"). These documents shall be kept in good order and available to County, Construction Manager, Architect, Architect's representatives, and all authorities having jurisdiction. CMR shall be familiar with and comply with the provisions of these titles as they relate to this Project. CMR shall also be familiar with and comply with all California Code of Regulations provisions relating to conditions on this Project, particularly titles 8 and 17. CMR shall coordinate with Architect and Construction Manager and shall submit its verified report(s) according to the requirements of title 24.

- 6.6.2** Daily Job Reports. CMR shall maintain, at a minimum, at least one (1) set of Daily Job Reports on the Project. These must be prepared by the CMR's employee(s) who are present on Site, and must include, at a minimum, the following information:

6.6.2.1 A brief description of all Work performed on that day. This shall include a listing of what was done, which contractors were on site that day, and where on the site the work was performed.

6.6.2.2 A summary of all other pertinent events and/or occurrences on that day.

6.6.2.3 The weather conditions on that day.

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6.6.2.4 A list of all Subcontractor(s) working on that day,

6.6.2.5 A list of each CMR employee working on that day and the total hours worked for each employee.

6.6.2.6 A complete list of all equipment on Site that day, whether in use or not.

6.6.2.7 All complete list of all materials, supplies, and equipment delivered on that day.

6.6.2.8 A complete list of all inspections and tests performed on that day.

6.6.2.9 Each day CMR shall provide a copy of the previous day's Daily Job Report to the County or the County's Construction Manager.

6.7 Preservation of Records

The County shall have the right to examine and audit all Daily Job Reports or other Project records of CMR's project manager(s), project superintendent(s), and/or project foreperson(s), all certified payroll records and/or related documents including, without limitation, payroll, payment, timekeeping and tracking documents; all books, estimates, records, contracts, documents, bid documents, bid cost data, subcontract job cost reports, and other data of the CMR, any Subcontractor, and/or supplier, including computations and projections related to bidding, negotiating, pricing, or performing the Work or Contract modification, in order to evaluate the accuracy, completeness, and currency of the cost, manpower, coordination, supervision, or pricing data at no additional cost to the County. These documents may be duplicative and/or be in addition to any Bid Documents held in escrow by the County. The CMR shall make available at its office at all reasonable times the materials described in this paragraph for the examination, audit, or reproduction until three (3) years after final payment under this Contract. Notwithstanding the provisions above, CMR shall provide any records requested by any governmental agency, if available, after the time set forth above.

6.8 Integration of Work

6.8.1 CMR shall do all cutting, fitting, patching, and preparation of Work as required to make its several parts come together properly, to fit it to receive or be received by work of other contractors, and to coordinate tolerances to various pieces of work, showing upon, or reasonably implied by, the Drawings and Specifications for the completed structure, and shall conform them as County and/or Architect may direct.

6.8.2 All cost caused by defective or ill-timed Work shall be the sole responsibility of CMR, inclusive of repair work.

6.8.3 CMR shall not endanger any work performed by it or anyone else by

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cutting, excavating, or otherwise altering work and shall not cut or alter work of any other contractor except with consent of County.

6.9 Obtaining of Permits and Licenses

CMR shall secure and pay for all permits, licenses, and certificates necessary for performance of the Work before the date of the commencement of the Work or before the permits, licenses, and certificates are legally required to continue the Work without interruption. The CMR shall obtain and pay, only when legally required, for all licenses, permits, inspections, and inspection certificates required to be obtained from or issued by any authority having jurisdiction over any part of the Work included in the Contract. All final permits, licenses, and certificates shall be delivered to County before demand is made for final payment.

6.10 Work to Comply With Applicable Laws and Regulations

6.10.1 CMR shall give all notices and comply with the following specific laws, ordinances, rules, and regulations and all other applicable laws, ordinances, rules, and regulations bearing on conduct of Work as indicated and specified, including but not limited to the appropriate statutes and administrative code sections. If CMR observes that Drawings and Specifications are at variance therewith, or should CMR become aware of the development of conditions not covered by Contract Documents that will result in finished Work being at variance therewith, CMR shall promptly notify County in writing, including by e-mail, and any changes deemed necessary by County shall be made as provided in Contract for changes in Work.

- 6.10.1.1** National Electrical Safety Code, U. S. Department of Commerce
- 6.10.1.2** National Board of Fire Underwriters' Regulations
- 6.10.1.3** Uniform Building Code, latest addition, and the California Code of Regulations, title 24, including amendments
- 6.10.1.4** Manual of Accident Prevention in Construction, latest edition, published by A.G.C. of America
- 6.10.1.5** Industrial Accident Commission's Safety Orders, State of California
- 6.10.1.6** Regulations of the State Fire Marshall (title 19, California Code of Regulations) and Pertinent Local Fire Safety Codes
- 6.10.1.7** Americans with Disabilities Act

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- 6.10.1.8** Government Code of the State of California
- 6.10.1.9** Labor Code of the State of California, division 2, part 7, Public Works and Public Agencies
- 6.10.1.10** Public Contract Code of the State of California
- 6.10.1.11** California Art Preservation Act
- 6.10.1.12** U. S. Copyright Act
- 6.10.1.13** U. S. Visual Artists Rights Act

6.10.2 CMR shall comply with all applicable mitigation measures, if any, adopted by any public agency with respect to this Project pursuant to the California Environmental Quality Act (“CEQA”; Public Resources Code section 21000 et. Seq.)

6.10.3 If CMR performs any Work that it knew, or through exercise of reasonable care should have known, to be contrary to any applicable laws, ordinance, rules, or regulations, CMR shall bear all costs arising therefrom.

6.10.4 Where Specifications or Drawings state that materials, processes, or procedures must be approved by the State Fire Marshall, or other body or agency, CMR shall be responsible for satisfying requirements of such bodies or agencies.

6.11 Safety/Protection of Persons and Property

6.11.1 The CMR will be solely and completely responsible for conditions of the Work Site, including safety of all persons and property during performance of the Work. This requirement will apply continuously and not be limited to normal working hours.

6.11.2 The wearing of hard hats will be mandatory at all times for all personnel on Site. CMR shall supply sufficient hard hats to properly equip all employees and visitors.

6.11.3 Any construction review of the CMR’s performance is not intended to include a review of the adequacy of the CMR’s safety measures in, on, or near the Work Site.

6.11.4 Implementation and maintenance of safety programs shall be the sole responsibility of the CMR.

6.11.5 The CMR shall furnish to the County a copy of the CMR's safety plan within the time frame indicated in the Contract Documents and

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specifically adapted for the Project.

- 6.11.6** CMR shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Contract and shall take all necessary measures and be responsible for the proper care and completion and final acceptance by County. All Work shall be solely at CMR's risk with the exception of damage to the Work caused by "acts of God" as defined in Public Contract Code section 7105.
- 6.11.7** CMR shall take, and require Subcontractors to take, all necessary precautions for safety of workers on the Project and shall comply with all applicable federal, state, local, and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where Work is being performed and to provide a safe and healthful place of employment. CMR shall furnish, erect, and properly maintain at all times, all necessary safety devices, safeguards, construction canopies, signs, nets, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction.
- 6.11.8** Hazards Control. CMR shall store volatile wastes in covered metal containers and remove them from the Site daily. CMR shall prevent accumulation of wastes that create hazardous conditions. CMR shall provide adequate ventilation during use of volatile or noxious substances.
- 6.11.9** CMR shall designate a responsible member of its organization on the Project, whose duty shall be to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety, and health of workers. Name and position of person so designated shall be reported to County by CMR.
- 6.11.10** CMR shall correct any violations of safety laws, rules, orders, standards, or regulations. Upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health, CMR shall correct such violation promptly.
- 6.11.11** Storm Water. CMR shall comply with any County storm water requirements that are approved by the County's Storm Water Pollution Prevention Plan (SWPPP) and applicable to, and shall be the County's Qualified SWPPP Practitioner, at no additional cost to the County.
- 6.11.12** In an emergency affecting safety of life or of work or of adjoining property, CMR, without special instruction or authorization, shall act, at

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its discretion, to prevent such threatened loss or injury. Any compensation claimed by CMR on account of emergency work shall be determined by agreement.

6.11.13 All salvage materials will become the property of the CMR and shall be removed from the Site unless otherwise called for in the Contract Documents. However, the County reserves the right to designate certain items of value that shall be turned over to the County.

6.11.14 All connections to public utilities and/or existing on-site services shall be made and maintained in such a manner as to not interfere with the continuing use of same by the County during the entire progress of the Work.

6.11.15 CMR shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions, such as extreme heat, cold, rain, snow, dry winds, flooding, or dampness.

6.11.16 The CMR shall protect and preserve the Work from all damage or accident, providing any temporary roofs, window and door coverings, boxing, or other construction. The CMR shall be responsible for existing structures, walks, roads, trees, landscaping, and/or improvements in working areas; and shall provide adequate protection therefor. If temporary removal is necessary of any of the above items, or damage occurs due to the Work, the CMR shall replace same at his expense with same kind, quality, and size of Work or item damaged. This shall include any adjoining property of the County and others.

6.11.17 CMR shall take adequate precautions to protect existing roads, sidewalks, curbs, pavements, utilities, adjoining property, and structures (including, without limitation, protection from settlement or loss of lateral support), and to avoid damage thereto, and repair any damage thereto caused by construction operations.

6.11.18 CMR shall confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits, or directions of Architect, and shall not interfere with the Work or unreasonably encumber Premises or overload any structure with materials. CMR shall enforce all instructions of County and Architect regarding signs, advertising, fires, and smoking, and require that all workers comply with all regulations while on Project Site.

6.11.19 CMR, CMR's employees, Subcontractors, Subcontractors' employees, or any person associated with the Work shall conduct themselves in a manner appropriate for a public site. No verbal or physical contact with the public, neighbors, or tenants, or profanity, or inappropriate attire or

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behavior will be permitted. County may require CMR to permanently remove non-complying persons from Project Site.

6.11.20 CMR shall take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed, CMR shall have a civil engineer, registered as a professional engineer in California, replace them at no cost to County.

6.11.21 In the event that the CMR enters into any agreement with owners of any adjacent property to enter upon the adjacent property for the purpose of performing the Work, CMR shall fully indemnify, defend, and hold harmless each person, entity, firm, or agency that owns or has any interest in adjacent property. The form and content of the agreement of indemnification shall be approved by the County prior to the commencement of any Work on or about the adjacent property. The CMR shall also indemnify the County as provided in the indemnification provision herein. These provisions shall be in addition to any other requirements of the owners of the adjacent property.

6.12 Working Evenings and Weekends

CMR may be required to work evenings and/or weekends at no additional cost to the County. CMR shall give the County seventy-two (72) hours notice prior to performing any evening and/or weekend work. CMR shall perform all evening and/or weekend work only upon County's approval and in compliance with all applicable rules, regulations, laws, and local ordinances including, without limitation, all noise and light limitations. CMR shall reimburse the County for any expenses necessitated by the CMR's evening and/or weekend work.

6.13 Badge Policy For Contractors

All contractors doing work for Alameda County will provide their workers with identification badges. These badges will be worn by all members of the CMR's staff who are working in a County facility.

6.13.1 Badges must be filled out in full and contain the following information:

6.13.1.1 Name of contractor and contractor's Company logo, if any

6.13.1.2 Name and front facial photograph of Employee

6.13.1.3 Contractor's address and phone number

6.13.1.4 Name and phone number of Project Manager (County)

6.13.2 Badges are to be worn when the contractor or his/her employees are on site and must be visible at all times. Contractors must inform their

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employees that they are required to allow County employees to review the information on the badges upon request

6.13.3 Failure to display identification badges as required by this policy may result in the assessment of fines against the CMR.

6.14 County Drug Policy - Drug Free Work Place

CMR, CMR's employees, and CMR's Subcontractors and their employee's shall comply with the County's policy of maintaining a drug-free workplace. Neither CMR/Subcontractor nor CMR's/Subcontractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code Section 812, including marijuana, heroin, cocaine and amphetamines, at any County facility or work site. If CMR or any employee of a contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the CMR within five (5) calendar days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this contract.

6.15 Cleaning Up

6.15.1 The CMR shall provide all services, labor, materials, and equipment necessary for protecting the Work, all Project occupants, furnishings, equipment, and building structure from damage until its completion and final acceptance by County. Dust barriers shall be provided to isolate dust and dirt from construction operations. At Completion of the Work and portions thereof, CMR shall clean to the original state any areas beyond the Work area that become dust laden as a result of the Work. The CMR must erect the necessary warning signs and barricades to ensure the safety of all Project occupants. The CMR at all times must maintain good housekeeping practices to reduce the risk of fire damage and must make a fire extinguisher, fire blanket, and/or fire watch, as applicable, available at each location where cutting, braising, soldering, and/or welding is being performed and locations where there is an increased risk of fire.

6.15.2 CMR at all times shall keep Premises free from debris such as waste, rubbish, and excess materials and equipment caused by the Work. CMR shall not leave debris under, in, or about the Premises, but shall promptly remove same from the Premises on a daily basis. If CMR fails to clean up, County may do so and the cost thereof shall be charged to CMR. If Contract is for work on an existing facility, CMR shall also perform specific clean-up on or about the Premises upon request by the County as it deems necessary for the continuing use of the facility. CMR shall comply with all related provisions of the Specifications.

6.15.3 If the Construction Manager, Architect, or County observes the

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accumulation of trash and debris, the County will give the CMR a 24-hour written notice to mitigate the condition.

6.15.4 Should the CMR fail to perform the required clean-up, or should the clean-up be deemed unsatisfactory by the County, the County will then perform the clean-up. All cost associated with the clean-up work (including all travel, payroll burden, and costs for supervision) will be deducted from the GMP, or County may withhold those amounts from payment(s) to CMR.

7. SUBCONTRACTORS

7.1 CMR Shall Provide Subcontractor Information

CMR shall provide the County with information for all Subcontracts as indicated in the CMR's Submittals and Schedules Section herein.

7.2 No Contractual Relationship Between County and Subcontractors

No contractual relationship exists between the County and any Subcontractor, supplier, or sub-subcontractor supplier, or sub-subcontractor by reason of this Contract.

7.3 CMR Binds Every Subcontractor by Terms of Contract Documents

CMR agrees to bind every Subcontractor by terms of the Contract Documents as far as those terms are applicable to Subcontractor's work. If CMR shall subcontract any part of the Work, CMR shall be as fully responsible to County for acts and omissions of any Subcontractor and of persons either directly or indirectly employed by any Subcontractor, as it is for acts and omissions of persons directly employed by CMR. The divisions or sections of the Specifications are not intended to control the CMR in dividing the Work among Subcontractors or limit the work performed by any trade.

7.3.1 In a contract between the CMR and any Subcontractor, and in a contract between a Subcontractor and any Subcontractor thereunder, the percentage of the retention proceeds withheld may not exceed the percentage specified in the Contract between the County and the CMR. If CMR provided written notice to any Subcontractor that is not a member of the CMR entity, prior to or at the time the Subcontractor's bid is requested, that a bond may be required and the Subcontractor subsequently is unable or refuses to furnish a bond to the CMR, then the CMR may withhold retention proceeds in excess of the percentage specified in the Contract between the County and the CMR from any payment made by the CMR to the Subcontractor.

7.3.2 Notwithstanding the terms of this Contract, any contract between the

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CMR and a contractor or Subcontractor shall be subject to provisions of Section 2782.05 of the Civil Code.

7.4 No Waiver of Obligations

County's consent to, or approval of, or failure to object to, any Subcontractor under this Contract shall not in any way relieve CMR of any obligations under this Contract and no such consent shall be deemed to waive any provisions of this Contract.

7.5 CMR to Familiarize Itself with Laws

CMR is directed to familiarize itself with sections 4100 through 4114 of the Public Contract Code of the State of California, as regards subletting and subcontracting, and to comply with all applicable requirements therein. In addition, CMR is directed to familiarize itself with sections 1720 through 1861 of the Labor Code of the State of California, as regards the payment of prevailing wages and related issues, and to comply with all applicable requirements therein all including, without limitation, section 1775 and the CMR's and Subcontractors' obligations and liability for violations of prevailing wage law and other applicable laws.

7.6 Subcontractor Substitutions

No CMR whose Bid is accepted shall, without consent of the awarding authority and in full compliance with section 4100, et seq. of the Public Contract Code, including, without limitation, sections 4107, 4107.5, and 4109 of the Public Contract Code, either:

- 7.6.1** Substitute any person as a Subcontractor in place of the Subcontractor designated in the original Bid; or
- 7.6.2** Permit any Subcontract to be assigned or transferred, or allow any portion of the Work to be performed by anyone other than the original Subcontractor listed in the Bid; or
- 7.6.3** Sublet or subcontract any portion of the Work in excess of one-half of one percent (1/2 of 1%) of the CMR's total bid as to which his original bid did not designate a Subcontractor.

7.7 Subcontractor Coordination

The CMR shall be responsible for the coordination of the trades, Subcontractors, sub-subcontractors, and material or equipment suppliers working on the Project.

7.8 Subcontractor Relations

CMR is solely responsible for settling any differences between the CMR and its Subcontractor(s) or between Subcontractors.

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7.9 Assignment or Termination

CMR must include in all of its subcontracts the assignment provisions as indicated in the Termination section of these General Conditions.

8. OTHER CONTRACTS/CONTRACTORS

8.1 County Right to Perform

County reserves the right to let other contracts, and/or to perform work with its own forces, in connection with the Project. CMR shall accommodate other County and other contractors' reasonable opportunity for introduction and storage of their materials and performance of their work and shall properly coordinate and connect CMR's Work with the work of County and other contractors.

8.2 Protection of Work

In addition to CMR's obligation to protect its own Work, CMR shall protect the work of County and any other contractor that CMR encounters while performing Work.

8.3 Coordination with Other Work

If any part of CMR's Work depends on proper execution or relies upon work of the County or any other contractor, the CMR shall inspect and promptly report to the County in writing, including by e-mail, before proceeding with its Work any defects in County's or any other contractor's work that render CMR's Work unsuitable for proper execution. CMR shall be held accountable for damages to County for County's or any other contractor's work that CMR failed to inspect or reasonably should have inspected. CMR's failure to inspect and report shall constitute CMR's acceptance of all County's or other contractor's work as fit and proper for reception of CMR's Work, except as to defects that may develop in County's or other contractor's work after execution of CMR's Work.

8.4 Measurement of Work Performed

To ensure proper performance of the Work, CMR shall measure and inspect work already in place and shall at once report to the County in writing, including by e-mail, any discrepancy between the work already in place and the Contract Documents.

8.5 Knowledge of Other Work

CMR shall ascertain to its own satisfaction the scope of the Project and nature of any County-performed work or other contracts that have been or may be awarded by County in performance of the Project so that CMR can perform the Work considering the other contracts, if any.

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8.6 No Exclusive Occupancy of Site

Nothing herein contained shall be interpreted as granting to CMR exclusive occupancy of the Site, the Premises, or of the Project. CMR shall not cause any unnecessary hindrance or delay to the use and/or operation(s) of the Premises and/or to County or any other contractor working on the Project. If simultaneous performance of any contract or operation is likely to cause interference with performance of CMR's Contract, CMR shall coordinate with those contractor(s), person(s), and/or entity(s) and shall notify the County of the resolution.

9. DRAWINGS AND SPECIFICATIONS

9.1 List of all Drawings

A complete list of all Drawings that form a part of the Contract is to be found as an index on the Drawings themselves, and/or may be provided to the CMR and/or in the Table of Contents.

9.2 Technical and Trade Words

Materials or Work described in words that so applied have a well known technical or trade meaning shall be deemed to refer to recognized standards, unless noted otherwise.

9.3 Trade Name or Trade Term

It is not the intention of this Contract to go into detailed descriptions of any materials and/or methods commonly known to the trade under "trade name" or "trade term." The mere mention or notation of "trade name" or "trade term" shall be considered a sufficient notice to CMR that it will be required to complete the work so named, complete, finished, and operable, with all its appurtenances, according to the best practices of the trade.

9.4 The Naming of Any Material and/or Equipment Shall Mean Furnishing

The naming of any material and/or equipment shall mean furnishing and installing of same, including all incidental and accessory items thereto and/or labor therefore, as per best practices of the trade(s) involved, unless specifically noted otherwise.

9.5 Contract Documents Are Complementary

Contract Documents are complementary, and what is called for by one shall be binding as if called for by all. As such, Drawings and Specifications are intended to be fully cooperative and to agree. However, if CMR observes that Drawings and Specifications are in conflict, CMR shall promptly notify County and Architect in writing, including by e-mail, and any necessary changes shall be made as provided in the Contract Documents.

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9.6 Drawings and Specifications Are Intended to Comply with All Laws

Drawings and Specifications are intended to comply with all laws ordinances, rules, and regulations of constituted authorities having jurisdiction, and where referred to in the Contract Documents, the laws, ordinances, rules, and regulations shall be considered as a part of the Contract within the limits specified. CMR shall bear all expense of correcting work done contrary to the laws, ordinances, rules, and regulations.

9.7 Plans, Drawings, Designs, Specifications are County Property

All copies of Plans, Drawings, Designs, Specifications and copies of other incidental architectural and engineering work, or copies of other Contract Documents furnished by County, are the property of County. They are not to be used by CMR in other work and, with the exception of signed sets of Contract Documents, are to be returned to County on request at Completion of Work, or may be used by County as it may require without any additional costs to County. Neither the CMR nor any Subcontractor, or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications, and other documents prepared by the Architect. County hereby grants the CMR, Subcontractors, sub-subcontractors, and material or equipment suppliers a limited license to use applicable portions of the Drawings prepared for the Project in the execution of their Work under the Contract Documents.

9.8 Order of Precedence

In the case of discrepancy or ambiguity in the Contract Documents the order of precedence in the Contract shall prevail.

9.9 Resolution of Discrepancy or Ambiguity

In the case of discrepancy or ambiguity solely between and among the Drawings and Specifications, the discrepancy or ambiguity shall be resolved in favor of the interpretation that will provide County with the functionally complete and operable Project as described in the Drawings and Specifications.

9.10 County Clarification

In case of ambiguity, conflict, or lack of information, County will furnish clarifications with reasonable promptness. Should any clarification, in the opinion of CMR, cause an increase in the GMP, CMR may request a change in the GMP and/or Contract. Within seven (7) days after receipt of the interpretation or request, CMR to submit to the Construction Manager a detailed description of the Contract requirements that were exceeded and the resulting change in cost.

10. CMR'S SUBMITTALS AND SCHEDULES

Refer to Section 01 33 00 "Submittal Requirements." CMR's submittals shall comply with the
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provisions and requirements of the Specifications.

10.1 Schedule of Work, Schedule of Submittals, and Schedule of Values

Within ten (10) calendar days after the date of the Notice to Proceed (unless otherwise specified in the Specifications), the CMR shall prepare and submit to the County for review, in a form supported by sufficient data to substantiate its accuracy as the County may require.

10.1.1 Preliminary Schedule

CMR shall provide a preliminary schedule of construction indicating the starting and completion dates of the various stages of the Work, including any information and following any form as may be specified in the Specifications. Once approved by County, this shall become the Construction Schedule. The Construction Schedule shall include and identify all tasks that are on the Project's critical path with a specific determination of the start and completion of each critical path task as well as all contract milestones and each milestone's completion date(s) as may be required by the County, and the date of Project Completion.

10.1.1.1 Proposed Advanced Schedule. The County is not required to accept an early completion ("advanced") schedule; i.e., one that shows early completion dates for the Contract Completion or milestones. CMR shall not be entitled to extra compensation if the County allows the CMR to proceed performing the Contract on an earlier ("advanced") schedule and CMR completes the Project, for whatever reason, beyond the date shown in that earlier ("advanced") schedule, but within the Time for Completion indicated in the Contract. A schedule showing the Work completed in less than the time for Completion indicated in the Contract, shall be considered to have Project Float.

10.1.1.2 Float or Slack in the Schedule. Float or slack is the amount of time between the early start date and the late start date, or the early finish date and the late finish date, of any of the activities in the Construction Schedule. Preliminary Float or slack is not for the exclusive use of or benefit of either the County or the CMR, but its use shall be determined solely by the County.

10.1.1.3 Schedule of Submittals. The CMR shall provide a preliminary schedule of submittals, including Shop Drawings, Product Data, and Samples submittals. Once approved by County, this shall become the Submittal Schedule. All submittals shall be forwarded to the County by the date indicated on the approved Submittal Schedule, unless an earlier date is necessary to maintain the Construction Schedule, in which case those submittals shall be

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forwarded to the County so as not to delay the Construction Schedule.

10.1.2 Preliminary Schedule of Values

The CMR shall provide a preliminary schedule of values for all component parts of the Work for which progress payments may be requested. The schedule of values must include quantities and prices of items totaling the GMP and must subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. The preliminary schedule of values shall include, at a minimum, the following information and the following structure:

10.1.2.1 Divided into at least the following categories:

- 10.1.2.1.1 CMR's Fee;
- 10.1.2.1.2 CMR's General conditions;
- 10.1.2.1.3 Layout;
- 10.1.2.1.4 Mobilization;
- 10.1.2.1.5 Submittals;
- 10.1.2.1.6 Bonds and insurance;
- 10.1.2.1.7 Close-out documentation;
- 10.1.2.1.8 Demolition;
- 10.1.2.1.9 Installation;
- 10.1.2.1.10 Rough-in;
- 10.1.2.1.11 Finishes;
- 10.1.2.1.12 Testing;
- 10.1.2.1.13 Punchlist and acceptance.

10.1.2.2 Divided by each of the following areas:

- 10.1.2.2.1 Site work;
- 10.1.2.2.2 By each building;
- 10.1.2.2.3 By each floor.

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10.1.3 The preliminary schedule of values shall not provide for values any greater than the following percentages of the Contract value:

10.1.3.1 Mobilization and layout combined to equal not more than 1%;

10.1.3.2 Submittals, samples and shop drawings combined to equal not more than 3%;

10.1.3.3 Bonds and insurance combined to equal not more than 2%.

10.1.4 Closeout Documentation. Closeout documentation shall have a value in the preliminary schedule of not less than 5%. The value for Closeout Documentation shall be in addition to and shall not be a part of the Contract retention.

10.1.5 Notwithstanding any provision of the Contract Documents to the contrary, payment of the CMR's overhead, supervision, general conditions costs, and profit, as reflected in the Cost Breakdown, shall be paid by the County in equal installments, based on percentage complete, with the disbursement of Progress Payments and the Final Payment.

10.1.6 CMR shall certify that the preliminary schedule of values as submitted to the County is accurate and reflects the costs as developed in preparing CMR's bid. The preliminary schedule of values shall be subject to the County's review and approval of the form and content thereof. In the event that the County objects to any portion of the preliminary schedule of values, the County shall notify the CMR, in writing, including by e-mail, of the County's objection(s) to the preliminary schedule of values. Within five (5) calendar days of the date of the County's written objection(s), CMR shall submit a revised preliminary schedule of values to the County for review and approval. The foregoing procedure for the preparation, review and approval of the preliminary schedule of values shall continue until the County has approved the entirety of the preliminary schedule of values.

10.1.7 Once the preliminary schedule of values is approved by the County, this shall become the Schedule of Values. The Schedule of Values shall not be thereafter modified or amended by the CMR without the prior consent and approval of the County, which may be granted or withheld in the sole discretion of the County.

10.1.8 Safety Plan. The CMR shall provide a preliminary Safety Plan specifically adapted for the Project. CMR's Safety Plan shall comply with the following requirements:

10.1.8.1 All applicable requirements of California Division of

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Industrial Safety (“CalOSHA”) and/or of the United States Occupational Safety and Health Administration (“OSHA”).

10.1.8.2 All provisions regarding Project safety, including all applicable provisions in these General Conditions.

10.1.8.3 CMR’s Safety Plan shall be prepared in both English and in the predominate language(s) of the CMR’s and its Subcontractors’ employees.

10.1.9 Complete Subcontractor List. The CMR shall provide a preliminary Subcontractor List stating the name, address, telephone number, facsimile number, California State Contractors License number, classification, and monetary value of all Subcontracts for parties furnishing labor, material, or equipment for the Project.

10.1.10 General Requirements. CMR must provide all schedules both in hard copy and electronically, in a format (e.g., Microsoft Project or Primavera) approved in advance by the County.

10.1.10.1 The County will review the schedules submitted and the CMR shall make changes and corrections in the schedules as requested by the County and resubmit the schedules until approved by the County.

10.1.10.2 The County shall have the right at any time to revise the Schedule of Values if, in the County's sole opinion, the Schedule of Values does not accurately reflect the value of the Work performed.

10.1.10.3 All submittals and schedules must be approved by the County before CMR can rely on them as a basis for payment.

10.2 Monthly Progress Schedule(s)

10.2.1 Upon request by the County, CMR shall provide Monthly Progress Schedule(s) to the County. A Monthly Progress Schedule shall update the approved Construction Schedule or the last Monthly Progress Schedule, showing all work completed and to be completed. The monthly Progress Schedule shall be sent within the timeframe requested by the County and shall be in a format acceptable to the County and contain a written narrative of the progress of work that month and any changes, delays, or events that may affect the work. The process for County approval of the Monthly Progress Schedule shall be the same as the process for approval of the Construction Schedule.

10.2.2 CMR shall also submit Monthly Progress Schedule(s) with all payment

applications.

10.3 Material Safety Data Sheets (MSDS)

CMR is required to ensure Material Safety Data Sheets are available in a readily accessible place at the Work Site for any material requiring a Material Safety Data Sheet per the Federal “Hazard Communication” standard, or employees right to know law. The CMR is also required to ensure proper labeling on substances brought onto the Project Site and that any person working with the material or within the general area of the material is informed of the hazards of the substance and follows proper handling and protection procedures. Two additional copies of the Material Safety Data Sheets shall also be submitted directly to the County.

10.4 Logistic Plan

CMR shall provide a staging and logistics plan identifying laydown areas, loading and unloading areas, crane locations, fence locations, temporary utility connections, trailer locations, and emergency evacuation meeting area. This Logistics Plan must be approved by the County prior to the CMR mobilizing on the Site.

11. SITE ACCESS, CONDITIONS, AND REQUIREMENTS

11.1 Site Investigation

CMR acknowledges that it made a careful investigation of the Site and thoroughly familiarized itself with the requirements of the Contract. By the act of executing the Contract, CMR shall be deemed to have made a complete study and investigation, and to be familiar with and accepted the existing conditions of the Site.

11.2 Soils Investigation Report

11.2.1 When a soils investigation report obtained from test holes at Site is available, that report shall be available to the CMR but shall not be a part of this Contract. Any information obtained from that report or any information given on Drawings as to subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate only, is not guaranteed, does not form a part of this Contract, and CMR may not rely thereon. By submitting its bid, CMR acknowledges that it has made visual examination of Site and has made whatever tests CMR deems appropriate to determine underground condition of soil.

11.2.2 CMR agrees that no claim against County will be made by CMR for damages and hereby waives any rights to damages if, during progress of Work, CMR encounters subsurface or latent conditions at Site materially differing from those shown on Drawings or indicated in Specifications, or for unknown conditions of an unusual nature that differ materially from

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those ordinarily encountered in the work of the character provided for in Plans and Specifications, except as indicated in the provisions of these General Conditions regarding trenches, trenching, and/or existing utility lines.

11.3 Access to Work

County and its representatives shall at all times have access to Work wherever it is in preparation or progress, including storage and fabrication. CMR shall provide safe and proper facilities for such access so that County's representatives may perform their functions.

11.4 Layout and Field Engineering

11.4.1 All field engineering required for layout of this Work and establishing grades for earthwork operations shall be furnished by CMR at its expense. This Work shall be done by a qualified, California-registered civil engineer approved in writing by County and Architect. Any required Record and/or As-Built Drawings of Site development shall be prepared by the approved civil engineer.

11.4.2 The CMR shall be responsible for having ascertained pertinent local conditions such as location, accessibility, and general character of the Site and for having satisfied itself as to the conditions under which the Work is to be performed. County shall not be liable for any claim for allowances because of CMR's error or negligence in acquainting itself with the conditions at the Site.

11.4.3 CMR shall protect and preserve established benchmarks and monuments and shall make no changes in locations without the prior written approval of County. CMR shall replace any benchmarks or monuments that are lost or destroyed subsequent to proper notification of County and with County's approval.

11.5 Utilities

Utilities shall be provided as indicated in the Specifications.

11.6 Sanitary Facilities

Sanitary facilities shall be provided as indicated in the Specifications.

11.7 Surveys

CMR shall provide surveys done by a California-licensed civil engineer surveyor to determine locations of construction, grading, and site work as required to perform the Work.

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11.8 Regional Notification Center

The CMR, except in an emergency, shall contact the appropriate regional notification center at least two (2) days prior to commencing any excavation if the excavation will be conducted in an area or in a private easement that is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the County, and obtain an inquiry identification number from that notification center. No excavation shall be commenced and/or carried out by the CMR unless an inquiry identification number has been assigned to the CMR or any Subcontractor and the CMR has given the County the identification number. Any damages arising from CMR's failure to make appropriate notification shall be at the sole risk and expense of the CMR. Any delays caused by failure to make appropriate notification shall be at the sole risk of the CMR and shall not be considered for an extension of the Contract time.

11.9 Existing Utility Lines

- 11.9.1** Pursuant to Government Code section 4215, County assumes the responsibility for removal, relocation, and protection of main or trunk utility lines and facilities located on the construction Site at the time of commencement of construction under this Contract with respect to any such utility facilities that are not identified in the Plans and Specifications. CMR shall not be assessed for liquidated damages for delay in completion of the Project caused by failure of County or the owner of a utility to provide for removal or relocation of such utility facilities.
- 11.9.2** Locations of existing utilities provided by County shall not be considered exact, but approximate within reasonable margin and shall not relieve CMR of responsibilities to exercise reasonable care nor costs of repair due to CMR's failure to do so. County shall compensate CMR for the costs of locating, repairing damage not due to the failure of CMR to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Plans and Specifications with reasonable accuracy, and for equipment necessarily idle during such work.
- 11.9.3** No provision herein shall be construed to preclude assessment against CMR for any other delays in completion of the Work. Nothing in this Article shall be deemed to require County to indicate the presence of existing service laterals, appurtenances, or other utility lines, with the exception of main or trunk utility lines. Whenever the presence of these utilities on the Site can be inferred from the presence of other visible facilities, such as buildings, meter junction boxes, on or adjacent to the Site.
- 11.9.4** If CMR, while performing Work, discovers utility facilities not identified by County in Contract Plans and Specifications, CMR shall immediately, but in no case longer than two (2) business days, notify the County and the

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utility in writing. The cost of repair for damage to above-mentioned visible facilities without prior written notification to the County shall be borne by the CMR.

11.10 Notification

CMR understands, acknowledges and agrees that the purpose for prompt notification to the County pursuant to these provisions is to allow the County to investigate the condition(s) so that the County shall have the opportunity to decide how the County desires to proceed as a result of the condition(s). Accordingly, failure of CMR to promptly notify the County in writing, including by e-mail, pursuant to these provisions, shall constitute CMR's waiver of any claim for damages or delay incurred as a result of the condition(s).

11.11 Hazardous Materials

CMR shall comply with all provisions and requirements of the Contract Documents related to hazardous materials including, without limitation, Hazardous Materials Procedures and Requirements.

11.12 No Signs

Neither the CMR nor any other person or entity shall display any signs not required by law or the Contract Documents at the Site, fences trailers, offices, or elsewhere on the Site without specific prior written approval of the County.

11.13 Nature of the Work

CMR represents that it performed a careful examination of Contract Documents and has a complete understanding of the nature, extent, and location of Work to be performed. CMR represents that it has completed the following:

11.13.1CMR visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, 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 that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by CMR and safety precautions and programs incident thereto;

11.13.2CMR conducted or obtained and has understood all examinations, investigations, explorations, tests, reports, and studies that pertain to the subsurface conditions, as-built conditions, underground facilities, and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance, or furnishing of Work, as CMR considers necessary for the performance or furnishing of Work, within the

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Contract Time, at the GMP, and in accordance with the terms and conditions of Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by CMR for such purposes;

11.13.3CMR correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents;

11.13.4CMR gave County written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the actual conditions, and the written resolution thereof by County is acceptable to CMR;

11.13.5CMR made a complete disclosure in writing to County of all facts bearing upon any possible interest, direct or indirect, that CMR believes any representative of County or other officer or employee of County presently has or will have in this Contract or in the performance thereof or in any portion of the profits thereof;

11.13.6CMR is charged with all information and knowledge that a reasonable contractor would ascertain from having performed this required work, investigation, research, and analysis. GMP prices must include entire cost of all work "incidental" to completion of the Work.

11.13.7CMR has notified County in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents.

11.13.8CMR represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. CMR further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.

11.13.9CMR expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.

11.14 Conditions Shown on the Contract Documents

Information as to underground conditions, as-built conditions, or other conditions or obstructions, indicated in the Contract Documents, e.g., on Drawings or in Specifications, has been obtained with reasonable care, and has been recorded in

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good faith. However, County only warrants, and CMR may only rely, on the accuracy of limited types of information.

11.14.1As to above-ground conditions or as-built conditions shown or indicated in the Contract Documents, there is no warranty, express or implied, or any representation express or implied, that such information is correctly shown or indicated. This information is verifiable by independent investigation and CMR made such verification a. CMR did and shall rely on the results of its own independent investigation. CMR did not and shall not rely on County-supplied information regarding above-ground conditions or as-built conditions.

11.14.2As to any subsurface condition shown or indicated in the Contract Documents, CMR 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. County is not responsible for the completeness of such information for pricing or construction; nor is County responsible in any way for any conclusions or opinions of CMR drawn from such information; nor is County responsible for subsurface conditions that are not specifically shown (for example, County is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown).

12. TRENCHES

12.1 Trenches Greater Than Five Feet

Pursuant to Labor Code section 6705, if the GMP exceeds \$25,000 and involves the excavation of any trench or trenches five (5) feet or more in depth, the CMR shall, in advance of excavation, promptly submit to the County and/or a registered civil or structural engineer employed by the County or Architect, a detailed plan showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches.

12.2 Excavation Safety

If such plan varies from the Shoring System Standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer, but in no case shall such plan be less effective than that required by the Construction Safety Orders. No excavation of such trench or trenches shall be commenced until said plan has been accepted by the County or by the person to whom authority to accept has been delegated by the County.

12.3 No Tort Liability of County

Pursuant to Labor Code section 6705, nothing in this Article shall impose tort

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liability upon the County or any of its employees.

12.4 No Excavation Without Permits

The CMR shall not commence any excavation Work until it has secured all necessary permits including the required CalOSHA excavation/shoring permit. Any permits shall be prominently displayed on the Site prior to the commencement of any excavation.

12.5 Discovery of Hazardous Waste and/or Unusual Conditions and/or Unforeseen Conditions

12.5.1 Pursuant to Public Contract Code section 7104, if the Work involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, the CMR shall immediately, but in no case longer than two (2) business days, and before the following conditions are disturbed, notify the County, in writing, including by e-mail, of any:

12.5.1.1 Material that, in CMR's opinion, may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, and requires removal to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

12.5.1.2 Subsurface or latent physical conditions at the Site differing from those indicated.

12.5.1.3 Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in Work .

12.5.2 The County shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CMR's cost of, or the time required for, performance of any part of the Work, shall issue a Change Order under the procedures described herein.

12.5.3 In the event that a dispute arises between County and the CMR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the CMR's cost of, or time required for, performance of any part of the Work, the CMR shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The CMR shall retain any and all rights provided either by Contract or by law that pertain to the resolution of disputes and protests, which include the requirement that CMR complies with the notice and PCO provisions of the Contract Documents. CMR's failure to submit a PCO pursuant to the terms of the Contract Documents shall be deemed a waiver of CMR's right to an

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adjustment of the GMP of Contract Time.

13. INSURANCE AND BONDS

13.1 Insurance

Unless different provisions and/or limits are indicated in the Special Conditions, all insurance required of CMR and/or its Subcontractor(s) shall be in the amounts and include the provisions as set forth herein.

13.1.1 Commercial General Liability and Automobile Liability Insurance

13.1.1.1 CMR shall procure and maintain, during the performance of the Work of this Contract, Commercial General Liability Insurance and Automobile Liability Insurance that shall protect CMR, County, Construction Manager(s), and Architect(s) from all claims for bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from operations under this Contract. This coverage shall be provided in a form at least as broad as the Insurance Services Office (ISO) standard form. CMR shall ensure that Products Liability and Completed Operations coverage and Fire Damage Liability, and any Auto including owned, non-owned, and hired, are included within the above policies and at the required limits, or CMR shall procure and maintain these coverages separately.

13.1.1.2 CMR's deductible or self-insured retention for its Commercial General Liability Insurance policy shall not exceed \$25,000 unless approved in writing by County.

13.1.2 Umbrella Liability Insurance

13.1.2.1 CMR may procure and maintain, during the life of this Contract, an Umbrella Liability Insurance Policy to meet the policy limit requirements of the required policies if CMR's underlying policy limits are less than required.

13.1.2.2 There shall be no gap between the per occurrence amount of any underlying policy and the start of the coverage under the Umbrella Liability Insurance Policy. Any Umbrella Liability Insurance Policy shall protect CMR, County, Construction Manager(s), Project Manager(s), and Architect(s) in amounts and including the provisions as set forth in the Supplementary Conditions (if any) and/or Special Conditions, and that complies with all requirements for Commercial General Liability and Automobile Liability and Employers' Liability Insurance.

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13.1.3 Subcontractor(s): CMR shall require its Subcontractor(s), if any, to procure and maintain Commercial General Liability Insurance, Automobile Liability Insurance, and Umbrella Liability Insurance with minimum limits equal to the amounts required of the CMR.

13.1.4 Workers' Compensation and Employers' Liability Insurance

13.1.4.1 In accordance with provisions of section 3700 of the California Labor Code, the CMR and every Subcontractor shall be required to secure the payment of compensation to its employees.

13.1.4.2 CMR shall procure and maintain, during the life of this Contract, Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees engaged in work under this Contract, on/or at the Site of the Project. This coverage shall cover, at a minimum, medical and surgical treatment, disability benefits, rehabilitation therapy, and survivors' death benefits. CMR shall require its Subcontractor(s), if any, to procure and maintain Workers' Compensation Insurance and Employers' Liability Insurance for all employees of Subcontractor(s). Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by CMR's insurance. If any class of employee or employees engaged in Work under this Contract, on or at the Site of the Project, are not protected under the Workers' Compensation Insurance, CMR shall provide, or shall cause a Subcontractor to provide, adequate insurance coverage for the protection of any employee(s) not otherwise protected before any of those employee(s) commence work.

13.1.5 Builder's Risk Insurance: Builder's Risk "All Risk" Insurance.

CMR DOES NOT NEED TO CARRY BUILDER'S RISK INSURANCE ON THIS PROJECT.

13.1.6 Proof of Carriage of Insurance and Other Requirements: Endorsements and Certificates.

13.1.6.1 CMR shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract, until CMR and its Subcontractor(s) have procured all required insurance and CMR has delivered in duplicate to the County complete endorsements (or entire insurance policies) and certificates indicating the required coverages have been obtained , and the County has approved these documents.

13.1.6.2 Endorsements, certificates and insurance policies shall include the following:

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13.1.6.2.1 A clause stating:

“This policy shall not be amended, canceled or modified and the coverage amounts shall not be reduced until notice has been mailed to County, Architect, and Construction Manager stating date of amendment, modification, cancellation or reduction. Date of amendment, modification, cancellation or reduction may not be less than thirty (30) days after date of mailing notice.”

In lieu of receiving an endorsement with this clause, the County may, at its sole discretion, accept written notification from CMR and its insurer to the County of any amendments, modifications, cancellations or reduction in coverage, not less than thirty (30) days prior to such coverage changes occur.

13.1.6.2.2 Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

13.1.6.3 All endorsements, certificates and insurance policies shall state that County, its Supervisors, employees and agents, Construction Manager(s), Project Manager(s), Architect(s) and the **Hayward Area Recreational Parks District** are named additional insureds under all policies except Workers’ Compensation Insurance and Employers’ Liability Insurance.

13.1.6.4 CMR’s and Subcontractors’ insurance policy(s) shall be primary and non-contribution to any insurance or self-insurance maintained by County, its Supervisors, employees and/or agents, Construction Manager(s), Project Manager(s), and/or Architect(s).

13.1.6.5 All endorsements shall waive any right to subrogation against any of the named additional insureds.

13.1.6.6 All policies shall be written on an occurrence form.

13.1.6.7 Unless otherwise stated in the Special Conditions, all of CMR’s insurance shall be with admitted insurance companies with an A.M. Best rating of no less than **A: VII**.

13.1.6.8 The insurance requirements set forth herein shall in no way limit the CMR’s liability arising out or relating to the performance of the Work or related activities.

13.1.6.9 Failure of CMR and/or its Subcontractor(s) to comply with the insurance requirements herein shall be deemed a material

breach of the Agreement.

13.1.7 Insurance Policy Limits. Unless different limits are indicated in the Special Conditions, the limits of insurance shall not be less than the following amounts:

Commercial General Liability	Combined Single Limit	\$1,000,000 per occurrence; \$2,000,000 aggregate
	Product Liability and Completed Operations	\$1,000,000 per occurrence; \$2,000,000 aggregate
Automobile Liability – Any Auto	Combined Single Limit	\$1,000,000 per occurrence; \$2,000,000 aggregate
Workers Compensation		Statutory limits pursuant to State law
Employers' Liability		\$2,000,000
Builder's Risk (Course of Construction)		CMR DOES NOT NEED TO CARRY

13.2 Contract Security - Bonds

13.2.1 CMR shall furnish two surety bonds issued by a California admitted surety insurer as follows:

13.2.1.1 Performance Bond: A bond in an amount at least equal to one hundred percent (100%) of GMP (less the Project Contingency) as security for faithful performance of this Contract.

13.2.1.2 Payment Bond: A bond in an amount at least equal to one hundred percent (100%) of the GMP (less the Project Contingency) as security for payment of persons performing labor and/or furnishing materials in connection with this Contract.

13.2.2 All bonds related to this Project shall be in the forms set forth in these Contract Documents and shall comply with all requirements of the Contract Documents, including, without limitation, the bond forms.

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13.2.3 The costs for these bonds are included in the CMR's General Conditions in its performance of the Work and shall not be a reimbursable expense. The cost of the bonds can be specified on the first payment request. Prior to obtaining these bonds, CMR shall provide the County with quotes from the proposed sureties for such bonds for approval by the County. Any cost of bonds in excess of the quotes approved by the County shall be at the sole expense of CMR.

13.2.4 If the cost of the performance and payment bonds is requested on the first application for payment, then the CMR shall apportion the remaining amount of CMR's General Conditions fee over its remaining payment requests.

14. WARRANTY/GUARANTEE/INDEMNITY

14.1 Warranty/Guarantee

14.1.1 The CMR shall obtain and preserve for the benefit of the County and, where applicable, the **Hayward Area Recreational Parks District**, manufacturer's warranties on materials, fixtures, and equipment incorporated into the Work.

14.1.2 In addition to guarantees required elsewhere, CMR shall, and hereby does guarantee and warrant all Work against all defects for a period of **TWO (2) years** after the later of the following dates:

14.1.2.1 The date of completion as defined in Public Contract Code section 7107, subdivision (c),

14.1.2.2 The commissioning date for the Project, if any.

14.1.3 At the County's sole option, CMR shall repair or replace any and all of that Work, together with any other Work that may be displaced in so doing, that may prove defective in workmanship and/or materials within a **TWO (2) year period**, or as otherwise specified in Document 00 65 36, Warranty Form, from date of Completion as defined above without expense whatsoever to County. In the event of failure of CMR and/or Surety to commence and pursue with diligence said replacements or repairs within ten (10) days after being notified in writing, including by e-mail, CMR and Surety hereby acknowledge and agree that County is authorized to proceed to have defects repaired and made good at expense of CMR and/or Surety who hereby agree to pay costs and charges therefore immediately on demand. Said notice period shall be forty-eight (48) hours for components essential to operation of the facility, including without limitation fire alarms, water, heat, security systems, and electrical systems.

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14.1.4 If, in the opinion of County, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to County or to prevent interruption of operations of County, County will attempt to give the notice required above. If CMR or Surety cannot be contacted or does not comply with County's request for correction within a reasonable time as determined by County, County may, notwithstanding the above provision, proceed to make any and all corrections and/or provide attentions the County believes are necessary. The costs of correction or attention shall be charged against CMR and Surety of the guarantees provided in this Article or elsewhere in this Contract.

14.1.5 The above provisions do not in any way limit the guarantees on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. CMR shall furnish to County all appropriate guarantee or warranty certificates as indicated in the Specifications or upon request by County.

14.1.6 Nothing herein shall limit any other rights or remedies available to County.

14.2 Indemnity

14.2.1 To the furthest extent permitted by California law, the CMR shall indemnify, defend with legal counsel reasonably acceptable to the County, keep and hold harmless the County and its consultants, the Architect and its consultants, the Construction Manager and its consultants, separate contractors, and their respective board members, officers, representatives, contractors, agents, and employees, and the **Hayward Area Recreational Parks District** in both individual and official capacities ("Indemnitees"), against all suits, claims, liabilities, damages, losses, and expenses, including but not limited to attorney's fees, caused by, arising out of, resulting from, or incidental to, the performance of the Work by CMR, its Subcontractors, vendors, or suppliers, including, without limitation, any such suit, claim, damage, loss, or expense attributable to, without limitation, bodily injury, sickness, disease, death, alleged patent violation or copyright infringement, or to injury to or destruction of tangible property (including damage to the Work itself) including the loss of use resulting therefrom, except to the extent caused by the sole negligence, active negligence or willful misconduct of the Indemnitees, and/or to any extent that would render these provisions void or unenforceable. This agreement and obligation of CMR shall not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity that would otherwise exist as to any party or person described herein. This indemnification, defense, and hold harmless obligation includes any failure or alleged failure by CMR to comply with any provision of law, any failure or alleged failure to timely and properly fulfill all of its obligations under the Contract Documents, in strict accordance with their

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terms, and without limitation, any stop payment notice actions or liens, including by the California Department of Labor Standards Enforcement. This indemnity obligation shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

14.2.2 The CMR shall give prompt notice to the County in the event of any injury (including death), loss, or damage included herein. Without limitation of the provisions herein, if the CMR's agreement to indemnify, defend, and hold harmless the Indemnitees as provided herein against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of any of the Indemnitees shall to any extent be or be determined to be void or unenforceable, it is the intention of the parties that these circumstances shall not otherwise affect the validity or enforceability of the CMR's agreement to indemnify, defend, and hold harmless the rest of the Indemnitees, as provided herein, and in the case of any such suits, claims, damages, losses, or expenses caused in part by the default, negligence, or act or omission of the CMR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, and in part by any of the Indemnitees, the CMR shall be and remain fully liable on its agreements and obligations herein to the full extent permitted by law.

14.2.3 In any and all claims against any of the Indemnitees by any employee of the CMR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the CMR's indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CMR or any Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

14.2.4 The defense and indemnification obligations hereunder shall survive the Completion of Work, including the warranty/guarantee period, and/or the termination of the Agreement.

14.2.5 CMR shall place in its Subcontractor agreements and cause its Subcontractors to agree to indemnities and insurance obligations in favor of County and other Indemnities in the exact form and substance of those contained in these General Conditions (00 72 13). CMR shall require all Subcontractors to comply with all indemnification and insurance requirements of this Contract, and CMR shall verify Subcontractor's compliance therewith.

15. TIME

15.1 Notice to Proceed

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- 15.1.1** County may issue a Notice to Proceed within three (3) months from the date of the Notice of Award. Once CMR has received the Notice to Proceed, CMR shall complete the Work within the period of time indicated in the Contract Documents.
- 15.1.2** In the event that the County desires to postpone issuing the Notice to Proceed beyond this 3-month period, it is expressly understood that with reasonable notice to the CMR, the County may postpone issuing the Notice to Proceed. It is further expressly understood by CMR that CMR shall not be entitled to any claim of additional compensation as a result of the postponement of the issuance of the Notice to Proceed.
- 15.1.3** If the CMR believes that a postponement of issuance of the Notice to Proceed will cause a hardship to CMR, CMR may terminate the Contract. CMR's termination due to a postponement shall be by written notice to County within ten (10) days after receipt by CMR of County's notice of postponement. It is further understood by CMR that in the event that CMR terminates the Contract as a result of postponement by the County, the County shall only be obligated to pay CMR for the Work that CMR had performed at the time of notification of postponement. Should CMR terminate the Contract as a result of a notice of postponement, County shall have the authority to award the Contract to the next lowest responsive best value proposal.

15.2 Hours of Work

- 15.2.1** Sufficient Forces. CMR and Subcontractors shall continuously furnish sufficient forces to ensure the performance of the Work in accordance with the Construction Schedule.
- 15.2.2** Performance During Working Hour. Work shall be performed during regular working hours as permitted by the appropriate governmental agency except that in the event of an emergency, or when required to complete the Work in accordance with job progress, Work may be performed outside of regular working hours with the advance written consent of the County and approval of any required governmental agencies.

15.3 Progress and Completion

- 15.3.1** Time of the Essence. Time limits stated in the Contract Documents are of the essence to the Contract. By executing the Agreement, the CMR confirms that the Contract Time is a reasonable period for performing the Work.
- 15.3.2** No Commencement Without Insurance. The CMR shall not commence operations on the Project or elsewhere prior to the effective date of

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insurance and bonds. The date of commencement of the Work shall not be changed by the effective date of such insurance. If CMR commences Work without insurance and bonds, all Work is performed at CMR's peril and shall not be compensable until and unless CMR secures bonds and insurance pursuant to the terms of the Contract Documents and subject to County claim for damages.

15.4 Schedule

CMR shall provide to County, Construction Manager, and Architect a schedule in conformance with the Contract Documents and as required in the Notice to Proceed and the CMR's Submittals and Schedules section of these General Conditions.

15.5 Expeditious Completion

The CMR shall proceed expeditiously with adequate forces and shall achieve Completion within the Contract Time.

16. EXTENSIONS OF TIME – LIQUIDATED DAMAGES

16.1 CMR's Notice of Delay

16.1.1 In addition to the requirements indicated in this subsection, CMR shall notify the County pursuant to the claims provisions in these General Conditions of any anticipated delay and its cause.

16.1.2 CMR shall, within five (5) calendar days of any delay impacting the critical path in completing the Work, notify County in writing of the causes of the delay including documentation and facts explaining the delay.

16.1.3 Any request by CMR for an adjustment of the GMP or the Contract Time for a delay shall be submitted in accordance with the provisions in the Contract Documents governing changes in Work. When requesting time, requests must be submitted with full justification and documentation. CMR's justification must be based on the official Construction Schedule as updated at the time of occurrence of the delay or execution of Work related to any changes to the Scope of Work.

16.1.4 Any claim for delay must include the following information as support, without limitation:

16.1.4.1 The duration of the activity relating to the changes in the Work and the resources (manpower, equipment, material, etc.) required to perform the activities within the stated duration.

16.1.4.2 Specific logical ties to the Contract Schedule for the proposed changes and/or delay showing the activity/activities in

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the Construction Schedule that are affected by the change and/or delay. (A portion of any delay of seven (7) days or more must be provided.)

16.1.4.3 A recovery schedule must be submitted.

16.1.5 County shall review the facts and extent of any noticed delay and may grant Contract Time extension(s) of time for completing Work when, in the County's judgment, the findings of fact justify an extension.

16.1.6 Extension(s) of time shall apply only to that portion of Work affected by delay, and shall not apply to other portions of Work not so affected.

16.1.7 An extension of time may only be granted if CMR has timely submitted the Construction Schedule as required herein.

16.1.8 Following submission of a notice of delay, the County may determine whether the delay is to be considered:

16.1.8.1 Excusable and Compensable, Excusable, or Unexcused;

16.1.8.2 How long the delay continues; and

16.1.8.3 To what extent the prosecution and Completion of the Work might be delayed thereby.

16.1.9 CMR's failure to request adjustment(s) of the Contract Time in strict conformity with applicable provisions of the Contract Documents shall be deemed CMR's waiver of its right to assert a claim for a delay.

16.2 Excusable and Compensable Delay(s)

16.2.1 CMR is not entitled to additional compensation for any delay, even a delay caused by Adverse Weather or an Excusable Delay, unless all of the following conditions are met:

16.2.1.1 The County is responsible for the delay;

16.2.1.2 The delay is unreasonable under the circumstances involved and impacts the critical path of the Work and extends the most current Contract Completion date;

16.2.1.3 The delay was not within the contemplation of County and CMR;

16.2.1.4 CMR complies with the claims procedure of the Contract Documents;

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16.2.1.5 The delay could not have been avoided or mitigated by the CMR's care, prudence, foresight, and diligence; and

16.2.1.6 The delay extends the most current Contract Completion date, and is not concurrent with a CMR caused delay or other type of Excusable Delay.

16.3 Excusable Delay(s)

16.3.1 An "Excusable Delay" shall mean an interruption of the Work beyond the reasonable control of the CMR and that:

16.3.1.1 Could have not been avoided by the CMR exercising care, prudence, foresight, and diligence, and

16.3.1.2 Actually extended the most current Project Completion date.

16.3.2 The CMR may be entitled to an extension of the Project Completion date if there is an Excusable Delay, but the CMR shall not be entitled to additional compensation for an Excusable Delay.

16.3.3 Excusable Delays are limited to force majeure events and Adverse Weather that satisfies the requirements herein.

16.3.4 CMR is aware that governmental agencies and utilities, including, without limitation, the Department of General Services, gas companies, electrical utility companies, water districts, and other agencies may have to approve CMR-prepared drawings or approve a proposed installation. CMR shall include in its Schedule, time for the review of its drawings and for reasonable delays and damages that may be caused by these agencies and any reasonable delays shall not constitute an Excusable Delay

16.4 Computation of Time / Adverse Weather

16.4.1 The CMR will only be allowed a time extension for Adverse Weather conditions if requested by CMR within five (5) calendar days of the Adverse Weather event, and only if all of the following conditions are met – thereby making the resulting delay an Excusable Delay:

16.4.1.1 The weather conditions constitute Adverse Weather, as defined herein and further specified in the Special Conditions;

16.4.1.2 CMR can verify that the Adverse Weather caused delays in excess of seventy-five percent (75%) for at least five (5) hours, of the normal labor and equipment force required to complete the scheduled tasks of Work on the day affected by the Adverse Weather;

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16.4.1.3 The CMR's crew is dismissed as a result of the Adverse Weather; and

16.4.1.4 The number of days of delay for the month exceeds those indicated in the Special Conditions.

16.4.2 A day-for-day extension will only be allowed for those days in excess of those indicated in the Special Conditions.

16.4.3 The CMR shall work seven (7) days per week, if necessary, irrespective of inclement weather, to maintain access and the Construction Schedule, and to protect the Work under construction from the effects of Adverse Weather, all at no further cost to the County.

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

16.5 Unexcused Delay(s) - Liquidated Damages

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

16.5.2 CMR shall not forfeit liquidated damages for an Excusable Delay or an Excusable and Compensable Delay.

16.6 Acceleration

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

16.6.2 In the event that the CMR believes that some action or inaction on the part of the County constitutes an acceleration directive, the CMR shall immediately notify the County in writing that the CMR considers the actions an acceleration directive. This written notification shall detail the circumstances of the acceleration directive. CMR shall not accelerate

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work efforts until the County responds to the written notification. If acceleration is then directed or required by the County, all cost records referred to above shall be maintained by the CMR and provided to the County on a daily basis.

16.6.3 In order to recover additional costs due to acceleration, the CMR shall document that additional expenses were incurred and paid by the CMR. Labor costs recoverable will be only overtime or shift premium costs or the cost of additional laborers brought to the site to accomplish the accelerated work effort. Equipment costs recoverable will be only the cost of added equipment mobilized to the site to accomplish the accelerated work effort.

16.6.4 All changes to the Scope of the Work, the GMP or the Contract Time caused by any acceleration must be reflected by a written and executed Change Order.

17. USE OF PROJECT CONTINGENCY

17.1 Proposed Use of Project Contingency

17.1.1 In accordance with the Contract Documents, CMR shall provide the County with reasonable prior written notice of its intent to use Project Contingency so that the County may review and approve CMR's cost request.

17.1.2 In the event CMR is unable to provide prior written notice to the County as required above, CMR may utilize the Project Contingency without the County's prior approval, but the use of the Project Contingency shall be subject to County's review and approval. If the County determines that the CMR's use of Project Contingency, in whole or in part, does not comply with the Contract Documents, any disallowed amount already paid to CMR shall be promptly refunded. At its option, the County may offset the amount disallowed from any payment due or that may become due to the CMR under this Agreement.

17.1.3 CMR's application for payment that includes Project Contingency use shall include documentation and information in the level of detail required by the Contract Documents.

18. CHANGES IN THE WORK

18.1 Conflicts, Ambiguities, Errors and Omission in the Contract Documents.

18.1.1 The County shall pay, through a Change Order, the costs for changes or extra work due to:

18.1.1.1 Conflicts, ambiguities or errors or omissions in the Contract Documents that could not have been reasonably

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discovered by the CMR during CMR's pre-construction phase services;

18.1.1.2 Conflicts, ambiguities or errors or omissions in the subcontractor bid packages that could not have been reasonably discovered by the CMR during CMR's pre-construction phase services; or

18.1.1.3 Unforeseen Site Conditions.

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

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

18.1.2.2 Conflicts, ambiguities or errors or omissions in the subcontractor bid packages that could have been reasonably discovered by the CMR during CMR's pre-construction phase services, not including Unforeseen Site Conditions.

Once the Project Contingency has been fully depleted, any costs for items referenced in this subsection (i.e., conflicts, ambiguities or errors or omissions in the Contract Documents and/or subcontractor bid packages that could have been reasonably discovered by the CMR during CMR's pre-construction phase services) shall be at the CMR's expense. In no event shall there be an adjustment to the GMP for any changes or extra work due to conflicts, ambiguities or errors or omissions in the Contract Documents and/or subcontractor bid packages that could have been reasonably discovered by the CMR during CMR's pre-construction phase services, not including Unforeseen Site Conditions.

18.2 No Changes Without Authorization

18.2.1 There shall be no change whatsoever in the Drawings, Specifications, or in the Work without an executed Change Order, a written Construction Change Directive, or a written Force Account Directive authorized by the County as herein provided. County shall not be liable for the cost of any extra work, any changes to the Contract Time, or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the County's governing board has authorized the same and the cost thereof has been approved in writing by an executed Change Order, Construction Change Directive, or a written Force Account Directive.

18.2.2 The Surety, in executing and providing the Performance Bond and the

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Payment Bond, shall be deemed to have expressly agreed to any change to the Contract, any use of contingency(ies) and to any extension of time made by reason thereof.

18.2.3 No extension of time for performance of the Work shall be allowed hereunder unless claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted in writing in the Change Order, Construction Change Directive, or Force Account Directive. The provisions of the Contract Documents shall apply to all such changes, additions, and omissions with the same effect as if originally embodied in the Drawings and Specifications.

18.2.4 CMR shall perform immediately all work that has been authorized by a fully executed Change Order, Construction Change Directive, or Force Account Directive. CMR shall be fully responsible for any and all delays and/or expenses caused by CMR's failure to expeditiously perform this Work.

18.2.5 Should any Change Order result in an increase in the GMP, the cost of that Change Order shall be agreed to, in writing, in advance by CMR and County and be subject to the monetary limitations set forth in Public Contract Code section 20137. In the event that CMR proceeds with any change in Work without a Change Order executed by the County, Construction Change Directive, or Force Account Directive, CMR waives any claim of additional compensation or time for that additional work.

18.2.6 CMR understands, acknowledges, and agrees that the reason for County authorization is so that County may have an opportunity to analyze the Work and decide whether the County shall proceed with the Change Order or alter the Project so that a change in Work becomes unnecessary.

18.2.7 No payments will be made, nor will County accept proposed change orders until the CMR has complied with all the requirements of the Escrow of Bid Documentation document.

18.3 Architect Authority

The Architect will have authority to order minor changes in the Work not involving any adjustment in the GMP, or an extension of the Contract Time, or a change that is inconsistent with the intent of the Contract Documents. These changes shall be effected by written Change Order, Construction Change Directive, or by Architect's response(s) to RFI(s).

18.4 Change Orders

18.4.1 A Change Order is a written instrument prepared and issued by the County and/or the Architect and signed by the County (as authorized by the

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County's Board of Supervisors), the CMR, and the Architect, stating their agreement regarding all of the following:

- 18.4.1.1** A description of a change in the Work;
- 18.4.1.2** The amount of the adjustment in the GMP, if any; and
- 18.4.1.3** The extent of the adjustment in the Contract Time, if any.

18.4.2 If the County approves of a Change, the County or the Architect shall provide a written Change Order to the CMR describing the Change and setting forth the adjustment to the Contract Time and the GMP, if any, on account of that change. All Change Orders shall be full payment and final settlement of all rights for direct, indirect and consequential costs, including without limitation, costs of delays or impacts related to, or arising out of, items covered and affected by the Change Order, as well as any adjustments to the Contract Time. Any demand or request for an adjustment to the Contract Time or the GMP relating to any Change incorporated into a Change Order not presented by the CMR for inclusion in the Change Order shall be deemed waived. The CMR shall execute the Change Order prepared pursuant to the foregoing. After the Change Order has been prepared and forwarded to the CMR for execution, the CMR shall not modify or amend the form or content of such Change Order, or any portion thereof.

18.5 Construction Change Directives / Unilateral Change Orders

18.5.1 A Construction Change Directive (or Unilateral Change Order) is a written order prepared and issued by the County, the Construction Manager, and/or the Architect and signed by the County and the Architect, directing a change in the Work. The County may as provided by law, by Construction Change Directive and without invalidating the Contract, order changes in the Work consisting of additions, deletions, or other revisions. Any dispute as to the sum of the Construction Change Directive or timing of payment shall be resolved pursuant to the Payment and Claims and Disputes provisions herein.

18.5.2 The County may issue a Construction Change Directive in the absence of agreement on the terms of a Change Order.

18.6 Force Account Directives

18.6.1 When work, for which a definite price has not been agreed upon in advance, is to be paid for on a force account basis, all direct costs necessarily incurred and paid by the CMR for labor, material, and equipment used in the performance of that Work, shall be subject to the approval of the County and compensation will be determined as set forth

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herein.

- 18.6.2** The County will issue a Force Account Directive to proceed with the Work on a force account basis, and a not-to-exceed budget will be established by the County.
- 18.6.3** All requirements regarding direct cost for labor, labor burden, material, equipment, and markups on direct costs for overhead and profit described in this section shall apply to Force Account Directives. However, the County will only pay for actual costs verified in the field by the County or its authorized representative(s) on a daily basis.
- 18.6.4** The CMR shall be responsible for all cost related to the administration of Force Account Directive. The markup for overhead and profit for CMR modifications shall be full compensation to the CMR to administer Force Account Directive.
- 18.6.5** The CMR shall notify the County or its authorized representative(s) at least twenty-four (24) hours prior to proceeding with any of the force account work. Furthermore, the CMR shall notify the County when it has consumed eighty percent (80%) of the budget, and shall not exceed the budget unless specifically authorized in writing by the County. The CMR will not be compensated for force account work in the event that the CMR fails to timely notify the County regarding the commencement of force account work, or exceeding the force account budget.
- 18.6.6** The CMR shall diligently proceed with the work, and on a daily basis, submit a daily force account report on a form supplied by the County no later than 5:00 p.m. each day. The report shall contain a detailed itemization of the daily labor, material, and equipment used on the force account work only. The names of the individuals performing the force account work shall be included on the daily force account reports. The type and model of equipment shall be identified and listed. The County will review the information contained in the reports, and sign the reports no later than the next work day, and return a copy of the report to the CMR for their records. The County will not sign, nor will the CMR receive compensation for work the County cannot verify. The CMR will provide a weekly force account summary indicating the status of each Force Account Directive in terms of percent complete of the not-to-exceed budget and the estimated percent complete of the work.
- 18.6.7** In the event the CMR and the County reach a written agreement on a set cost for the work while the work is proceeding based on a Force Account Directive, the CMR's signed daily force account reports shall be discontinued and all previously signed reports shall be invalid.

18.7 Price Request

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18.7.1 Definition of Price Request. A Price Request is a written request prepared by the Architect requesting the CMR to submit to the County and the Architect an estimate of the effect of a proposed change in the Work on the GMP and the Contract Time.

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

18.8 Proposed Change Order

The CMR shall submit PCO's requested by the County within fourteen (14) calendar days.

18.8.1 Changes in GMP. A PCO shall include breakdowns pursuant to the provisions herein to validate any change in GMP.

18.8.2 Changes in Time. A PCO shall include any changes in time required to complete the Project. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Construction Schedule as defined in the Contract Documents. If CMR fails to request a time extension in a PCO, then the CMR is thereafter precluded from requesting time and/or claiming a delay.

18.8.3 Unforeseen Site Conditions. If CMR submits a PCO requesting an increase in GMP and/or Contract Time that is based at least partially on CMR's assertion that CMR has encountered Unforeseen Site Conditions on the Project, then CMR shall base the PCO on provable information that, beyond a reasonable doubt and to the County's satisfaction, demonstrates that the site conditions were actually Unforeseen Site Condition. If not, the County shall deny the PCO and the CMR shall complete the Project without any increase in GMP and/or Contract Time based on that PCO.

18.8.3.1 Time to Submit PCO. CMR shall submit its PCO within five (5) days of the date CMR discovers, or reasonably should discover, the circumstances giving rise to the proposed change order, unless additional time to submit a proposed change order is granted in writing by the County.

18.9 Format for Proposed Change

The following format shall be used as applicable by the County and the CMR (e.g. Change Orders, Requests for Use Project Contingency PCO's) to communicate proposed additions and deductions to the Contract, supported by attached

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documentation. In no case shall the CMR's total mark-up exceed 26.5%.

<u>SUBCONTRACTOR PERFORMED WORK</u>		<u>ADD</u>	<u>DEDUCT</u>
(a)	<u>Material</u> (attach itemized quantity and unit cost plus sales tax)		
(b)	<u>Equipment</u> (attach suppliers' invoice)		
(c)	<u>Subtotal</u>		
(d)	<u>Mark-up</u> on Material and Equipment which shall not exceed a total of four percent (4%) of item (c) .		
(e)	<u>Labor</u> (attach itemized hours and rates that shall be no more than the "Total Hourly Rate(s)" as determined by the Department of Industrial Relations ("DIR") for the applicable prevailing wage, <u>excluding</u> all "labor burden" that is comprised of, without limitation, State and Federal Payroll Taxes (FICA, Medicare, Unemployment, SSI), Liability Insurance, and Workers Compensation Insurance)		
(f)	<u>Mark-up</u> on Labor which shall not exceed a total of eighteen percent (18%) of item (e) for labor performed by the Subcontractor or Subcontractor's Subcontractor(s) (i.e., a "second-tier" Subcontractor). This is a total cumulative mark-up permitted for all Subcontractors.		
(g)	<u>Subtotal</u>		
(h)	<u>CMR's Mark-up</u> not to exceed four percent (4%) of Item (g)		
(i)	<u>TOTAL</u>		
(j)	<u>Time</u>	_____ Days	

<u>CMR PERFORMED WORK</u>		<u>ADD</u>	<u>DEDUCT</u>
(a)	<u>Material</u> (attach itemized quantity and unit cost plus sales tax)		
(b)	<u>Equipment</u> (attach suppliers' invoice)		
(c)	<u>Subtotal</u>		
(d)	<u>Mark-up</u> on Material and Equipment which shall not exceed a total of seven percent (4%) of item (c) .		
(e)	<u>Labor</u> (attach itemized hours and rates that shall be no more than the "Total Hourly Rate(s)" as determined by the DIR for the applicable prevailing wage, <u>excluding</u> all "labor burden" that is comprised of, without limitation, State and Federal Payroll Taxes (FICA, Medicare, Unemployment, SSI), Liability		

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	Insurance, and Workers Compensation Insurance)		
(f)	Mark-up on Labor which shall not exceed a total of twenty percent (20%) of item (e) for labor performed by CMR.		
(g)	TOTAL		
(h)	Time		Days

18.10 Allowable Costs for Change Orders, Construction Change Directives, Force Account Directives, and Project Contingency Use.

Allowable costs for Change Orders, Construction Change Directives, Force Account Directives, and Project Contingency use shall be limited to the following costs, and all proposed cost requests by CMR, including Change Orders and Project Contingency Use, change shall include a complete itemized breakdown with the following detail:

18.10.1 Material. Material quantities, and types of products, and transportation costs, if applicable.

18.10.2 Labor. Labor breakdown by trade classification, wage rates, and estimated hours. Labor costs shall **only include** fringe benefits as determined by the DIR for the applicable prevailing wage. No other costs will be included as labor burden, including, without limitation, State and Federal Payroll Taxes (FICA, Medicare, Unemployment, SSI), Liability Insurance, and Workers Compensation Insurance). Wages shall not exceed current prevailing wages in the locality for performance of the changes. Labor shall include “First Line Supervision,” which means a working foreman or lead craft worker other than the project superintendent.

18.10.3 Equipment. Equipment breakdown by make, type, size, rental rates, equipment hours and transportation costs, if applicable.

18.10.3.1 The equipment costs shall not exceed one hundred percent (100%) of the Association of Equipment Distributors (AED) rental rates or Caltrans rates, whichever is less. Hourly, daily, weekly, or monthly rates shall be used, whichever is lower. Hourly rates including operator shall not be used.

18.10.3.2 The actual time to be paid for equipment shall be the time that the equipment is in productive operation on the Work under Contract Modification. In computing the hourly rental of equipment, any time less than thirty (30) minutes shall be considered one half (1/2) hour. No payment will be made for time while equipment is inoperative due to breakdown, or for non workdays. In addition, the rental time shall not include the time required to move the equipment to and from the project site. No

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mobilization or demobilization will be allowed for equipment already on site. If such equipment is not moved by its own power, then loading and transportation costs will be paid in lieu of rental time thereof. However, neither moving time nor loading and transportation costs will be paid if the equipment is used on the Project Site in any other way than upon the work directly related to the Contract Modification.

18.10.3.3 Individual pieces of equipment having a replacement value of one thousand dollars (\$1,000) or less shall be considered to be small tools or small equipment, and no payment will be made since the costs of these tools and equipment is included as part of the markup for overhead and profit defined herein.

18.10.3.4 Payment to the CMR for the use of equipment as set forth above shall constitute full compensation to the CMR for the cost of fuel, power, oil, lubricants, supplies, small equipment, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, labor (except for equipment operators), and any and all costs to the CMR incidental to the use of the equipment.

18.10.3.5 Should CMR, or any of its owners, officers, directors or agents, hold any ownership interest in any company, organization, association or corporation from whom rental equipment is secured. CMR shall immediately notify County of such and the price set for any such rental shall be agreed upon in advance by the CMR and the County.

18.10.4 Mark-Up for Overhead and Profit. Markup for overhead and profit, which shall be used to compensate CMR for all costs for all administration, general conditions, and supervision, including, without limitation:

18.10.4.1 All field, field office and home office personnel including, but not limited to, principals, project managers, superintendents, supervisory foremen, estimators, project engineers, detailers, draftsmen, schedulers, consultants, watchmen, payroll clerks, administrative assistants, labor compliance costs and secretaries.

18.10.4.2 All field, field office and home office expenses including, but not limited to, field trailers, parking, storage sheds, office equipment and supplies, telephone service and long distance telephone calls, fax machines, temporary utilities, sanitary facilities and services, janitorial services, small tools and equipment with a cost under \$1000 each, portable scaffolding, blocking, shores, appliances, job vehicles, security and fencing, conformance to regulatory requirements including compliance to safety regulations, safety programs and meetings, cartage, warranties, As-

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Built Drawings, as well as any related maintenance costs.

18.10.4.3 Administrative functions such as, but not limited to, reviewing, coordinating, distributing, processing, posting, recording, estimating, negotiating, expediting, engineering, drawing, detailing, revising shop drawings, carting, cleaning, protecting the work, and other incidental Work related to the change.

18.10.4.4 All other costs and taxes required to be paid, but not included under direct costs as defined above including, without limitation, payroll taxes, social security, etc.

18.10.4.5 All costs for CMR's bonds and insurance.

18.10.4.6 Taxes: Federal excise tax shall not be included. County will issue an exemption on request.

18.10.5 Justification for any adjustment in Contract Time including a schedule analysis identifying critical schedule activities delayed by the request.

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

18.10.7 Cost Disallowance. Costs which will not be allowed or paid in Change Orders, Construction Change Directive, Force Account Directive, or for use of the Project Contingency, or Claim settlements under this Contract include, but are not limited to:

18.10.7.1 interest on cost of any type other than those mandated by statute;

18.10.7.2 Dispute or Claim preparation or filing costs;

18.10.7.3 legal expenses;

18.10.7.4 the costs of preparing or reviewing proposed Change Orders or Change Order proposals concerning Change Orders which are not issued by the County;

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- 18.10.7.5 lost revenues;
- 18.10.7.6 lost profits;
- 18.10.7.7 lost income or earnings;
- 18.10.7.8 rescheduling costs;
- 18.10.7.9 costs of idled equipment when such equipment is not yet at the site or has not yet been employed on the Work;
- 18.10.7.10 lost earnings or interest on unpaid retention;
- 18.10.7.11 Dispute or Claim consulting costs;
- 18.10.7.12 the costs of corporate officers or staff visiting the site or participating in meetings with the County;
- 18.10.7.13 any compensation due to the fluctuation of foreign currency conversions or exchange rates; or
- 18.10.7.14 loss of other business.

18.11 Change Order Certification

18.11.1 All Change Orders and PCOs must include the following certification by the CMR. The Parties acknowledged that if a Change Order is approved that does not include this language, that Change Order shall be deemed to include this certification language:

18.11.1.1 *The undersigned CMR approves the foregoing as to the changes, if any, and the GMP specified for each item and as to the extension of time allowed, if any, for completion of the entire Work as stated herein, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which CMR knows are false are at the sole risk of CMR and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq. It is understood that the changes herein to the Contract shall only be effective when approved by the Board of Supervisors.*

18.11.1.2 *It is expressly understood that the value of the extra Work or changes expressly includes any and all of the CMR's costs, expenses, field overhead, home office overhead, and profit, both direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs,*

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expenses, damages, or time extensions not included are deemed waived.

18.12 Determination of Change Order Cost

The amount of the increase or decrease in the GMP from a Change Order, if any, shall be determined in one or more of the following ways as applicable to a specific situation and at the County's discretion:

18.12.1 County acceptance of a PCO;

18.12.2 By unit prices contained in CMR's original bid;

18.12.3 By agreement between County and CMR.

18.13 Acceptance of PCOs, Construction Change Directives, and Force Account Directives.

CMR's written acceptance of a PCO, Construction Change Directive, or Force Account Directive, **shall constitute final and binding agreement to the provisions thereof and a waiver of all Disputes or Claims in connection therewith, whether direct, indirect, or consequential in nature.**

18.13.1 Upon receipt of a PCO, Construction Change Directive, or Force Account Directive, the CMR shall promptly proceed with the change in the Work involved and advise the Construction Manager within seven (7) calendar days of the CMR's agreement or disagreement with the method, if any, provided in the PCO, Construction Change Directive, or Force Account Directive, for determining the proposed adjustment in the GMP or Contract Time.

18.13.2 Failure to respond to and return a PCO, Construction Change Directive, or Force Account Directive, to the County within (7) days indicates the CMR's agreement therewith, including adjustment in the GMP and Contract Time or the method for determining them. CMR's agreement shall be effective immediately and shall be evidenced as a Change Order.

18.13.3 Effect on Sureties. All alterations, extensions of time, extra and additional work, and other changes authorized by the Contract Documents may be made without securing consent of Surety(s) on the Payment Bond and/or the Performance Bond.

18.14 Deductive Change Orders

If CMR offers a proposed amount for a deductive Change Order(s), CMR shall include a calculation / breakdown in the identical format, percentages, and components require for an additive Change Order. Any deviation from this provision shall not be allowed.

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18.15 Discounts, Rebates, and Refunds

For purposes of determining the cost, if any, of any change, addition, or omission to the Work hereunder, all trade discounts, rebates, refunds, and all returns from the sale of surplus materials and equipment shall accrue and be credited to the CMR, and the CMR shall make provisions so that such discounts, rebates, refunds, and returns may be secured, and the amount thereof shall be allowed as a reduction of the CMR's cost in determining the actual cost of construction for purposes of any change, addition, or omission in the Work as provided herein.

18.16 Accounting Records

With respect to portions of the Work performed by Change Orders and Construction Change Directives, the CMR shall keep and maintain cost-accounting records satisfactory to the County, which shall be available to the County on the same terms as any other books and records the CMR is required to maintain pursuant to the Contract Documents.

18.17 Notice Required

If the CMR is seeking an adjustment in the GMP, or any extension in the Contract Time for Completion, it shall notify the County pursuant to the provisions of the Contract Documents. No adjustment in the GMP or Contract Time shall be considered unless made in accordance with the Contract Documents. CMR shall proceed to execute the Work even though the adjustment may not have been agreed upon. Any change in the GMP or extension of the Contract Time resulting from such Contract adjustment shall only be authorized by a Change Order.

18.18 Applicability to Subcontractors

Any requirements under this Article shall be equally applicable to Change Orders or Construction Change Directives issued to Subcontractors by the CMR to the extent as required by the Contract Documents.

18.19 Alteration to Change Order Language

CMR shall not alter Change Orders or reserve time in Change Orders. CMR shall execute finalized Change Orders and proceed under the provisions herein with proper notice.

18.20 Failure of CMR to Execute Change Order

CMR shall be in default of the Contract if CMR fails to execute a Change Order when the CMR agrees with the addition and/or deletion of the Work in that Change Order.

19. REQUEST FOR INFORMATION

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19.1 CMR's Obligations

The CMR shall coordinate the Work so that dimensions are verified and clarifications that may affect the work are identified to allow for resolution without delaying the Work. The CMR is responsible to submit a Request for Information ("RFI") as soon as the issue requiring clarification is identified. The CMR shall be responsible for any delay in the construction progress due to any untimely submission of a Request for Information for A/E's review. Non-receipt of a Request for Information, or proceeding with Work pertaining to the Request for Information shall be construed as relieving the County of any Claim for added cost or extension of time.

19.2 Diligent Review Prior to Submission

Prior to submitting the RFI, CMR shall diligently review the Contract Documents for information responsive to the RFI, including information incorporated by reference. CMR should not issue an RFI regarding information contained in or inferable from the Contract Documents, including information incorporated by reference. An RFI is invalid if the RFI response is contained in or inferable from the Contract Documents.

19.3 Reference Contract Documents

Any RFI shall reference all applicable Contract Document(s), including Specification section(s), detail(s), page number(s), drawing number(s), and sheet number(s), etc. The CMR shall make suggestions and interpretations of the issue raised by each RFI. An RFI cannot modify the GMP, Contract Time, or the Contract Documents.

19.4 RFI Validity

CMR shall be liable to the County for all costs incurred by the County associated with processing, reviewing, evaluating and responding to any RFI, including without limitation, fees of the Architect and any other design consultant to the Architect or the County, that County reasonably determines:

- 19.4.1** Does not reflect adequate or competent supervision or coordination by the CMR or any Subcontractor; or
- 19.4.2** Does not reflect the CMR's adequate or competent knowledge of the requirements of the Work or the Contract; or
- 19.4.3** Requests an interpretation or decision of a matter where the information sought is equally available to the CMR; or
- 19.4.4** Is not justified for any other reason.

19.5 No Delay

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CMR shall be responsible for preparing and submitting each RFI so as to not cause delay to the progress of the Work nor to cause any impact to the CMR's labor productivity. An RFI may be considered untimely if not submitted within forty-eight (48) hours of receipt from a CMR's subcontractor. Untimely submission of any RFI will preclude CMR from asserting any claims for delay or for labor impact against the County.

20. PAYMENTS

20.1 GMP.

The Guaranteed Maximum Price (GMP) is as defined herein and is the maximum price that the County will pay CMR as payment for all Work of the Project and is guaranteed by the CMR to be the maximum it will charge the County to Complete the Project.

20.1.1 The GMP shall only be subject to additions and deductions as indicated in the Contract Documents.

20.1.2 CMR acknowledges that it has reviewed and accepted the Contract Documents as complete and that CMR has no right for Change Orders or extra work due to conflicts, ambiguities or errors or omissions in the Contract Documents, if they could have been reasonably discovered by CMR during CMR's pre-construction phase services, or in the Subcontractor bid packages, or for any Change Orders arising from Subcontractors' performance.

20.1.3 If the cost of the Work, excluding County-requested changes and Unforeseen Site Conditions, exceeds the GMP, adjusted from time to time by Change Order, the CMR shall pay the overrun without reimbursement by the County.

20.1.4 If the actual cost of the Work, excluding County-requested changes, is less than the GMP, adjusted from time to time by Change Order, then the CMR shall credit the cost savings to the County in the final Change Order. CMR agrees to use all reasonable efforts to maximize cost savings for the benefit of the County.

20.2 County Contingency (if applicable).

A contingency identified in the Agreement which is to be used at the County's sole discretion to pay for Change Orders, Construction Change Directives, and Force Account Directives. The County Contingency is not part of the GMP, but may be indicated in the Agreement for the County's use.

20.3 Disallowed Costs.

If the CMR claims or receives payment from the County that is later disallowed by

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the County, the CMR shall promptly refund the disallowed amount to the County upon the County's request. At its option, the County may offset the amount disallowed from any payment due or that may become due to the CMR under this Agreement or any other agreement.

20.4 Costs Not Reimbursed.

The CMR shall not seek reimbursement for the following:

- 20.4.1** Salaries and other compensation of the CMR's personnel stationed at the CMR's principal office or offices other than the Site office, except as specifically provided herein.
- 20.4.2** Payments to CMR's employees over and above their regular pay (bonuses, incentive pay, profit sharing, severance pay, etc.).
- 20.4.3** Expenses of the CMR's principal office and offices other than the Site office.
- 20.4.4** Overhead and general expenses, except as may be expressly included herein.
- 20.4.5** CMR's capital expenses, including interest on the CMR's capital employed for the work.
- 20.4.6** Rental costs of machinery and equipment, except as specifically provided herein.
- 20.4.7** Costs due to the fault or negligence of the CMR, subcontractors, anyone directly or indirectly employed by the CMR or subcontractors, or for whose acts the CMR or subcontractors may be liable, including but not limited to costs for the correction of damaged, defective or nonconforming work, disposal and replacement of materials and equipment incorrectly ordered or supplied, and making good damage to property not forming part of the Work.
- 20.4.8** Deductibles or self-insured retentions associated with the insurance required to be maintained by the CMR and the Subcontractors.
- 20.4.9** Electronic processing and personnel cost incurred by the CMR in preparing the Project schedule and schedule updates, payroll, project cost reports or project status reports and any other reports necessary to the progress of the Work.
- 20.4.10** Any costs based on percentages, rather than actual costs paid by the CMR, unless specific percentages are documented and approved by the County.
- 20.4.11** Any fees paid to design or construction industry organizations (e.g., AGC,

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ABC, AIA, etc.)

20.4.12 Any licenses maintained by the CMR.

20.4.13 Any cost not specifically and expressly described herein.

20.4.14 Costs that would cause the GMP to be exceeded.

20.5 Discounts, Rebates and Refunds.

20.5.1 Cash discounts obtained on payments made by the CMR shall accrue to the County if (1) before making the payment, the CMR included them in a payment request and received payment therefore from the County, or (2) the County has deposited funds with the CMR with which to make payments; otherwise, cash discounts shall accrue to the CMR.

20.5.2 Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the County, and the CMR shall make provisions so that they can be secured. If a trade discount by the actual supplier is available to the CMR, it shall be credited to the County.

20.5.3 Amounts, which accrue to the County in accordance with the provisions of this subsection shall be credited to the County as a deduction from the cost of the Work.

20.6 Applications for Progress Payments

20.6.1 Procedures for Applications for Progress Payments. Not before the fifth (5th) day of each calendar month during the progress of the Work, CMR shall submit to the County and the Architect an itemized Application for Payment for operations completed in accordance with the Schedule of Values. The Application for Payment shall be notarized, if required, and supported by the following or each portion thereof unless waived by the County in writing:

20.6.1.1.1 The amount paid to the date of the Application to the CMR, to all its Subcontractors, and all others furnishing labor, material, or equipment for its Contract;

20.6.1.1.2 The amount being requested under the Application for Payment by the CMR on its own behalf and separately stating the amount requested on behalf of each of the Subcontractors and all others furnishing labor, material, and equipment under the Contract;

20.6.1.1.3 The balance that will be due to each of such entities

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after said payment is made;

- 20.6.1.1.4 A certification that the As-Built Drawings and annotated Specifications are current;
- 20.6.1.1.5 Itemized breakdown of Work performed;
- 20.6.1.1.6 An updated and acceptable construction schedule in conformance with Section 10.1 above;
- 20.6.1.1.7 The additions to and subtractions from the GMP and Contract Time;
- 20.6.1.1.8 A total of the retentions held;
- 20.6.1.1.9 The material invoices, evidence of equipment purchases, rentals, and other support and details of cost as the County may require from time to time;
- 20.6.1.1.10 The percentage of completion of the CMR's Work by line item;
- 20.6.1.1.11 Schedule of Values updated from the preceding Application for Payment;
- 20.6.1.1.12 A duly completed and executed conditional waiver and release upon progress payment compliant with Civil Code section 8132 from each subcontractor of any tier and supplier to be paid from the current progress payment;
- 20.6.1.1.13 A duly completed and executed unconditional waiver and release upon progress payment compliant with Civil Code section 8134 from each subcontractor of any tier and supplier that was paid from the previous progress payment; and
- 20.6.1.1.14 A certification by the CMR of the following:

The CMR warrants title to all Work performed as of the date of this payment application. The CMR further warrants that all Work performed as of the date of this payment application is free and clear of liens, claims, security interests, or encumbrances in favor of the CMR, Subcontractors, material and equipment suppliers, workers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work, except those of which the County has been

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informed.

20.6.2 The CMR shall be subject to the False Claims Act set forth under Government Code section 12650 et seq., for information provided with any Application for Progress Payment.

20.6.3 Prerequisites for Progress Payments. First Payment Request: The following items, if applicable, must be completed before the County will accept and/or process the CMR's first payment request:

- 20.6.3.1.1 Installation of the Project sign;
- 20.6.3.1.2 Installation of field office;
- 20.6.3.1.3 Installation of temporary facilities and fencing;
- 20.6.3.1.4 Schedule of Values;
- 20.6.3.1.5 CMR's Construction Schedule;
- 20.6.3.1.6 Schedule of unit prices, if applicable;
- 20.6.3.1.7 Submittal Schedule;
- 20.6.3.1.8 Receipt by Architect of all submittals due as of the date of the payment application;
- 20.6.3.1.9 Copies of necessary permits;
- 20.6.3.1.10 Copies of authorizations and licenses from governing authorities;
- 20.6.3.1.11 Initial progress report;
- 20.6.3.1.12 Surveyor qualifications;
- 20.6.3.1.13 Written acceptance of County's survey of rough grading, if applicable;
- 20.6.3.1.14 List of all Subcontractors, with names, license numbers, telephone numbers, and Scope of Work;
- 20.6.3.1.15 All bonds and insurance endorsements;
- 20.6.3.1.16 Resumes of CMR's project manager, and if applicable, job site secretary, record documents recorder, and job site superintendent; and
- 20.6.3.1.17 Safety plan.

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20.6.3.2 Second Payment Request. The County will not process the second payment request until and unless all submittals and Shop Drawings have been accepted for review by the Architect.

20.6.3.3 No Waiver of Criteria. Any payments made to CMR where criteria set forth herein have not been met shall not constitute a waiver of said criteria by County. Instead, such payment shall be construed as a good faith effort by County to resolve differences so CMR may pay its Subcontractors and suppliers. CMR agrees that failure to submit such items may constitute a material breach of contract by CMR and may subject CMR to termination.

20.7 Progress Payments

20.7.1 County's Approval of Application for Payment. Upon receipt of a Application for Payment, the County shall act in accordance with both of the following:

20.7.1.1.1 Each Application for Payment shall be reviewed by the County as soon as practicable after receipt for the purpose of determining that the Application for Payment is a proper Application for Payment.

20.7.1.1.2 Any Application for Payment determined not to be a proper Application for Payment suitable for payment shall be returned to the CMR as soon as practicable, but not later than seven (7) calendar days, after receipt. An Application for Payment returned pursuant to this paragraph shall be accompanied by a document setting forth in writing, including by e-mail, the reasons why the Application for Payment is not proper. The number of days available to the County to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which the County exceeds this seven-day return requirement.

20.7.1.1.3 An Application for Payment shall be considered properly executed if funds are available for payment of the Application for Payment, and payment is not delayed due to an audit inquiry by the financial officer of the County.

20.7.1.2 The County's review of the CMR's Application for Payment will be based on the County's and the Architect's observations at the Site and the data comprising the Application for Payment that the Work has progressed to the point indicated and that, to the best of the County's and the Architect's knowledge,

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information, and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to:

20.7.1.2.1 Observation of the Work for general conformance with the Contract Documents,

20.7.1.2.2 Results of subsequent tests and inspections,

20.7.1.2.3 Minor deviations from the Contract Documents correctable prior to Completion, and

20.7.1.2.4 Specific qualifications expressed by the Architect.

20.7.1.3 County's approval of the certified Application for Payment shall be based on CMR complying with all requirements for a fully complete and valid certified Application for Payment.

20.7.2 Payments to CMR. Within thirty (30) days after approval of the Application for Payment, CMR shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and certified by CMR) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The value of the Work completed shall be CMR's best estimate. No inaccuracy or error in said estimate shall operate to release the CMR, or any Surety upon any bond, from damages arising from such Work, or from the County's right to enforce each and every provision of this Contract, and the County shall have the right subsequently to correct any error made in any estimate for payment.

20.7.2.1 County shall withhold five percent (5%) retention from all Progress Payments.

20.7.2.2 The CMR shall not be entitled to have any payment requests processed, or be entitled to have any payment made for Work performed, so long as any lawful or proper direction given by the County concerning the Work, or any portion thereof, remains incomplete.

20.7.2.3 If the County fails to make any progress payment within thirty (30) days after receipt of an undisputed and properly submitted Application for Payment from the CMR, the County shall pay interest to the CMR equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.

20.7.3 No Waiver. No payment by County hereunder shall be interpreted so as to

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imply that County has inspected, approved, or accepted any part of the Work. Notwithstanding any payment, the County may enforce each and every provision of this Contract. The County may correct or require correction of any error subsequent to any payment.

20.7.4 Warranty of Title. If a lien or a claim based on a stop notice or stop payment notice of any nature should at any time be filed against the Work or any County property, by any entity that has supplied material or services at the request of the CMR, CMR and CMR's Surety shall promptly, on demand by County and at CMR's and Surety's own expense, take any and all action necessary to cause any such lien or a claim based on a stop notice or stop payment notice to be released or discharged immediately therefrom.

20.7.4.1 If the CMR fails to furnish to the County within ten (10) calendar days after demand by the County, satisfactory evidence that a lien or a claim based on a stop notice or stop payment notice has been so released, discharged, or secured, the County may discharge such indebtedness and deduct the amount required therefore, together with any and all losses, costs, damages, and attorney's fees and expense incurred or suffered by County from any sum payable to CMR pursuant to the Contract.

20.8 Decisions to Withhold Payment

20.8.1 Reasons to Withhold Payment. The County may withhold payment in whole, or in part, to the extent reasonably necessary to protect the County if, in the County's opinion, the representations to the County required herein cannot be made. The County may withhold payment, in whole, or in part, to such extent as may be necessary to protect the County from loss because of, but not limited to:

20.8.1.1 Defective Work not remedied within Forty-Eight (48) hours of written notice to CMR;

20.8.1.2 Stop notice, stop payment notices or other liens served upon the County as a result of the Contract;

20.8.1.3 Liquidated damages assessed against the CMR;

20.8.1.4 The cost to complete the Work if there exists reasonable doubt that the Work can be completed for the unpaid balance of the GMP or by the Completion Date;

20.8.1.5 Damage to the County or other contractor(s);

20.8.1.6 Unsatisfactory performance of the Work by the CMR;

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- 20.8.1.7** Failure to store and properly secure materials;
- 20.8.1.8** Failure of the CMR to submit, on a timely basis, proper, sufficient, and acceptable documentation required by the Contract Documents, including, without limitation, a Construction Schedule, Schedule of Submittals, Schedule of Values, Monthly Progress Schedules, Shop Drawings, Product Data and samples, Proposed product lists, executed Change Orders, and/or verified reports;
- 20.8.1.9** Failure of the CMR to maintain As-Built Drawings;
- 20.8.1.10** Erroneous estimates by the CMR of the value of the Work performed, or other false statements in an Application for Payment;
- 20.8.1.11** Unauthorized deviations from the Contract Documents;
- 20.8.1.12** Failure of the CMR to perform the Work in a timely manner in compliance with the Construction Schedule, established progress schedules, and/or completion dates;
- 20.8.1.13** Failure to properly pay prevailing wages as defined in Labor Code section 1720 et seq., and/or failure to comply with any other Labor Code requirements;
- 20.8.1.14** Failure to properly maintain or clean up the Site;
- 20.8.1.15** Failure to timely indemnify, defend, or hold harmless the County;
- 20.8.1.16** Any payments due to the County, including but not limited to payments for failed tests, utilities changes, or permits;
- 20.8.1.17** Failure to pay Subcontractor(s) or supplier(s) as required by law and by the Contract Documents;
- 20.8.1.18** Failure to pay any royalty, license or similar fees;
- 20.8.1.19** CMR is otherwise in breach, default, or in substantial violation of any provision of this Contract;
- 20.8.1.20** Failure of the CMR to submit on a timely basis all Closeout Documentation in a manner and form that is proper, sufficient, and reasonably acceptable to the County, and to not cause a delay in the Completion or approval of the Project; or
- 20.8.1.21** Failure to perform any implementation and/or monitoring

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required by any SWPPP for the Project and/or the imposition of any penalties or fines imposed therefore against CMR or County;
or

20.8.1.22 Improper use of the Project Contingency.

20.8.2 Reallocation of Withheld Amounts. County may, in its discretion, apply any withheld amount to pay outstanding claims or obligations as defined herein. In so doing, County shall make such payments on behalf of CMR. If any payment is so made by County, then that amount shall be considered a payment made under Contract by County to CMR and County shall not be liable to CMR for any payment made in good faith. These payments may be made without prior judicial determination of claim or obligation. County will render CMR an accounting of funds disbursed on behalf of CMR.

20.8.2.1 If CMR defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision thereof, County may, after forty-eight (48) hours written notice to the CMR and, without prejudice to any other remedy, make good such deficiencies. The County shall adjust the total GMP by reducing the amount thereof by the cost of making good such deficiencies. If County deems it inexpedient to correct Work that is damaged, defective, or not done in accordance with Contract provisions, an equitable reduction in the GMP (of at least one hundred twenty-five percent (125%) of the estimated reasonable value of the nonconforming Work) shall be made therefor.

20.8.3 Payment After Cure. When CMR removes the grounds for declining approval, payment shall be made for amounts withheld because of them. No interest shall be paid on any retainage or amounts withheld due to the failure of the CMR to perform in accordance with the terms and conditions of the Contract Documents.

20.9 Subcontractor Payments

20.9.1 Payments to Subcontractors. No later than seven (7) days after receipt, or pursuant to Business and Professions Code section 7108.5 and Public Contract Code section 7107, the CMR shall pay to each Subcontractor, out of the amount paid to the CMR on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled. The CMR shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to its Sub-subcontractors in a similar manner.

20.9.2 No Obligation of County for Subcontractor Payment. The County shall have no obligation to pay, or to see to the payment of, money to a

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Subcontractor except as may otherwise be required by law.

20.9.3 Joint Checks. County shall have the right in its sole discretion, if necessary for the protection of the County, to issue joint checks made payable to the CMR and Subcontractors and material or equipment suppliers. The joint check payees shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. In no event shall any joint check payment be construed to create any contract between the County and a Subcontractor of any tier, any obligation from the County to such Subcontractor, or rights in such Subcontractor against the County.

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21. COMPLETION OF THE WORK

21.1 Completion

21.1.1 County will accept Completion of Contract and have the Notice of Completion recorded when the entire Work shall have been completed to the satisfaction of County.

21.1.2 The Work may only be accepted as complete by action of the County Board of Supervisors.

21.1.3 County, at its sole option, may accept Completion of Contract and have the Notice of Completion recorded when the entire Work shall have been completed to the satisfaction of County, except for minor corrective items, as distinguished from incomplete items. If CMR fails to complete all minor corrective items within thirty (30) days after the date of the County's acceptance of Completion, County shall withhold from the final payment one hundred fifty percent (150%) of an estimate of the amount sufficient to complete the corrective items, as determined by County, until the item(s) are completed.

21.1.4 At the end of the thirty (30) day period, if there are any items remaining to be corrected, County may elect to proceed as provided herein related to adjustments to GMP, and/or County's right to perform the Work of the CMR.

21.2 Close-Out Procedures

21.3 Punch List

The CMR shall notify the Architect when CMR considers the Work complete. Upon notification, Architect will prepare a list of minor items to be completed or corrected ("Punch List"). The CMR and/or its Subcontractors shall proceed promptly to complete and correct items on the Punch List. Failure to include an item on Punch List does not alter the responsibility of the CMR to complete all Work in accordance with the Contract Documents.

21.4 Close-Out Requirements

21.4.1 Utility Connections. Buildings shall be connected to water, gas, sewer, and electric services, complete and ready for use. Service connections shall be made and existing services reconnected.

21.4.2 As-Built Drawings

21.4.2.1 In addition to its requirement to provide monthly As-Built Drawings to the County, the CMR shall provide a final set of As-Built Drawings, sometimes referred to as "Record Drawings," showing all of the Work as actually constructed upon Completion

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of the Project as indicated in the Specifications.

21.4.2.2 CMR is liable and responsible for any and all inaccuracies in As-Built Drawings, even if inaccuracies become evident at a future date.

21.4.2.3 Upon Completion of the Work and as a condition precedent to approval of final payment, CMR shall obtain the Architect's approval of the corrected prints and employ a competent draftsman to transfer the "as-built" information to the most current version of Autocad that is, at that time, currently utilized for plan check submission by either the County, the Construction Manager and/or the Architect, and submit electronic files. When completed, CMR shall deliver corrected electronic files acceptable to County with Autocad file to the County.

21.4.2.4 Operations & Maintenance Manuals: CMR shall prepare all operation and maintenance manuals and date as indicated in the Specifications.

21.4.2.5 Closeout Documentation: CMR shall provide all Closeout Documentation, which shall include the following, without limitation:

21.4.2.5.1 A full set of final As-Built Drawings, as further defined herein.

21.4.2.5.2 All Operations & Maintenance Manuals and information, as further defined herein.

21.4.2.5.3 All Warranties, as further defined herein.

21.4.2.5.4 All required report(s) for all scope(s) of work to ensure acceptance, completion, and approval from all governmental agencies with approval authority over the Project.

21.5 Final Inspection

21.5.1 CMR shall comply with Punch List procedures as provided herein, and maintain the presence of a Project Superintendent and Project Manager until the Punch List is complete to ensure proper and timely completion of the Punch List. Under no circumstances shall CMR demobilize its forces prior to completion of the Punch List. Upon receipt of CMR's written notice that all of the Punch List items have been fully completed and the Work is ready for final inspection and acceptance, Architect and Construction Manager will inspect the Work and shall submit to CMR and County a final inspection report noting the Work, if any, required in order to complete in accordance with the Contract Documents. Absent unusual

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circumstances, this report shall consist of the Punch List items not yet satisfactorily completed.

21.5.2 Upon CMR's completion of all items on the Punch List and any other uncompleted portions of the Work, the CMR shall notify the County and Architect, who shall again inspect such Work. If the Architect finds the Work complete and acceptable under the Contract Documents, the Architect will notify CMR, who shall then jointly submit to the Architect and the County its final Application for Payment.

21.6 Final Inspection Requirements

Before calling for final inspection, CMR shall determine that the following have been performed:

21.6.1 The Work has been completed.

21.6.2 All life-safety items are completed and in working order.

21.6.3 Mechanical and electrical Work are complete and tested, fixtures are in place, connected, and ready for tryout.

21.6.4 Electrical circuits scheduled in panels and disconnect switches labeled.

21.6.5 Painting and special finishes complete.

21.6.6 Doors complete with hardware, cleaned of protective film, relieved of sticking or binding, and in working order.

21.6.7 Tops and bottoms of doors sealed.

21.6.8 Floors waxed and polished as specified.

21.6.9 Broken glass replaced and glass cleaned.

21.6.10 Grounds cleared of CMR's equipment, raked clean of debris, and trash removed from Site.

21.6.11 Work cleaned, free of stains, scratches, and other foreign matter, of damaged and broken material replaced.

21.6.12 Finished and decorative work shall have marks, dirt, and superfluous labels removed.

21.6.13 Final cleanup, as provided herein.

21.7 Costs of Multiple Inspections

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More than two (2) requests of the County to make a final inspection shall be considered an additional service of County, Architect, and/or Construction Manager, and all subsequent costs will be invoiced to CMR and if funds are available, withheld from remaining payments.

21.8 Partial Occupancy or Use Prior to Completion

21.8.1 County's Rights to Occupancy. The County may occupy or use any completed or partially completed portion of the Work at any stage. Neither the County's Final Acceptance, the making of Final Payment, any provision in Contract Documents, nor the use or occupancy of the Work, in whole or in part, by County shall constitute acceptance of Work not in accordance with the Contract Documents nor relieve the CMR or the CMR's Performance Bond Surety from liability with respect to any warranties or responsibility for faulty or defective Work or materials, equipment and workmanship incorporated therein. The County and the CMR shall agree in writing to the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents. Any dispute as to responsibilities shall be resolved pursuant to the Claims and Disputes provisions herein, with the added provision that during the dispute process, the County shall have the right to occupy or use any portion of the Work that it needs or desires to use.

21.8.2 Inspection Prior to Occupancy or Use. Immediately prior to partial occupancy or use, the County, the CMR, and the Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

21.8.3 No Waiver. Unless otherwise agreed upon, partial or entire occupancy or use of a portion or portions of the Work shall not constitute beneficial occupancy or acceptance of the Work not complying with the requirements of the Contract Documents.

22. FINAL PAYMENT AND RETENTION

22.1 Final Payment

22.1.1 Upon receipt and approval of a valid and final Application for Payment, the Architect will issue a final Certificate of Payment or similar document indicating Architect's agreement that the Project has reached Completion. The County shall thereupon jointly inspect the Work and either accept the Work as complete or notify the Architect and the CMR in writing of reasons why the Work has not reached Completion to the satisfaction of the County.

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22.1.2 Upon acceptance of the Work of the CMR as having reached Completion to the satisfaction of the County (that, absent unusual circumstances, will occur when the Punch List items have been satisfactorily completed), the County may record a Notice of Completion with the County Recorder, and the CMR shall, upon receipt of final payment from the County, pay all the amount(s) due to its Subcontractors.

22.2 Prerequisites for Final Payment

The following conditions must be fulfilled prior to Final Payment:

22.2.1 A full and final waiver or release of all stop notices and stop payment notices in connection with the Work shall be submitted by CMR, including a release of stop notice or stop payment notice in recordable form, together with (to the extent permitted by law) a copy of the full and final release of all stop notice or stop payment notice rights.

22.2.1.1 A duly completed and executed conditional waiver and release upon final payment compliant with Civil Code section 8136 from the CMR and each subcontractor of any tier and supplier to be paid from the current progress payment;

22.2.1.2 A duly completed and executed unconditional waiver and release upon final payment compliant with Civil Code section 8138 from the CMR and each subcontractor of any tier and supplier that was paid from the previous progress payment; and

22.2.1.3 The CMR shall have made all corrections to the Work that are required to remedy any defects therein, to obtain compliance with the Contract Documents or any requirements of applicable codes and ordinances, or to fulfill any of the orders or directions of County required under the Contract Documents.

22.2.2 Each Subcontractor shall have delivered to the CMR all written guarantees, warranties, applications, and bonds required by the Contract Documents for its portion of the Work.

22.2.3 CMR must have completed all requirements set forth under “Close Out Procedures,” including, without limitation, submission of an approved set of complete “as-built” Record Drawings.

22.2.4 Architect shall have issued its written approval that final payment can be made.

22.2.5 The CMR shall have delivered to the County all manuals and materials required by the Contract Documents.

22.2.6 The CMR shall have completed final clean up as provided herein.

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22.3 Retention

22.3.1 The retention, less any amounts disputed by the County or that the County has the right to withhold pursuant to provisions herein, shall be paid:

22.3.1.1 After approval of the County by the Architect's Certificate of Payment;

22.3.1.2 After the satisfaction of the conditions set forth herein;

22.3.1.3 Within sixty (60) days after Completion; and

22.3.1.4 No earlier than thirty-five (35) days of the recording of the Notice of Completion by County, if Notice of Completion is recorded by the County.

22.3.2 No interest shall be paid on any retention, or on any amounts withheld due to a failure of the CMR to perform, in accordance with the terms and conditions of the Contract Documents, except as provided to the contrary in any Escrow Agreement between the County and the CMR pursuant to Public Contract Code section 22300.

22.4 Substitution of Securities

The County will permit the substitution of securities in accordance with the provisions of Public Contract Code section 22300.

23. UNCOVERING OF WORK

If a portion of the Work is covered without Architect approval or not in compliance with the Contract Documents, it must, if required in writing, including by email, by the County or the Architect, be uncovered for the Architect's observation and be replaced at the CMR's expense without change in the GMP or Contract Time.

If a portion of the Work has been covered, which the Architect has not specifically requested to observe prior to its being covered, the County, or the Architect may request to see that Work, and it shall be uncovered by the CMR. If that Work is in accordance with the Contract Documents, costs of uncover and replacement shall, by appropriate Change Order, be charged to the County. If that Work is not in accordance with Contract Documents, the CMR shall pay these costs unless the condition was caused by the County or a separate contractor, in which event the County shall be responsible for payment of such costs to the CMR.

24. NONCONFORMING WORK, CORRECTION OF WORK AND COUNTY'S RIGHT TO PERFORM WORK

24.1 Nonconforming Work

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24.1.1 CMR shall promptly remove from Premises all Work identified by County as failing to conform to the Contract Documents whether incorporated or not. CMR shall promptly replace and re-execute its own Work to comply with the Contract Documents without additional expense to the County and shall bear the expense of making good all work of other contractors destroyed or damaged by any removal or replacement pursuant hereto and/or any delays to the County or other CMRs caused thereby.

24.1.2 If CMR does not remove Work that County has identified as failing to conform to the Contract Documents within a reasonable time, not to exceed FORTY-EIGHT (48) hours, County may remove it and may store any material at CMR's expense. If CMR does not pay expense(s) of that removal within ten (10) days' time thereafter, County may, upon ten (10) days' written notice, sell any material at auction or at private sale and shall deduct all costs and expenses incurred by the County and/or County may withhold those amounts from payment(s) to CMR.

24.2 Correction of Work

24.2.1 Correction of Rejected Work. Pursuant to the notice provisions herein, the CMR shall promptly correct the Work rejected by the County or the Architect as failing to conform to the requirements of the Contract Documents, whether observed before or after Completion and whether or not fabricated, installed, or completed. The CMR shall bear costs of correcting the rejected Work, including additional testing, inspections, and compensation for the Architect's services and expenses made necessary thereby.

24.2.2 Two (2) Year Warranty Corrections. If, within **two (2) years** after the date of Completion of the Work or a designated portion thereof, or after the date for commencement of warranties established hereunder, or by the terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the CMR shall correct it promptly after receipt of written notice from the County to do so. This period of two (2) years shall be extended with respect to portions of the Work first performed after Completion by the period of time between Completion and the actual performance of the Work. This obligation hereunder shall survive acceptance of the Work under the Contract and termination of the Contract. The County shall give such notice promptly after discovery of the condition.

24.3 County's Right to Perform Work

24.3.1 If the CMR should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the County, after forty-eight (48) hours written notice to the CMR, may, without prejudice to any other

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remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the CMR.

24.3.2 If it is found at any time, before or after Completion of the Work, that CMR has varied from the Drawings and/or Specifications, including, but not limited to, variation in material, quality, form, or finish, or in the amount or value of the materials and labor used, County may require at its option:

24.3.2.1 That all such improper Work be removed, remade or replaced, and all work disturbed by these changes be made good by CMR at no additional cost to the County;

24.3.2.2 That the County deduct from any amount due CMR the sum of money equivalent to the difference in value between the work performed and that called for by the Drawings and Specifications; or

24.3.2.3 That the County exercise any other remedy it may have at law or under the Contract Documents, including but not limited to the County hiring its own forces or another contractor to replace the CMR's nonconforming Work, in which case the County shall either issue a deductive Change Order, a Construction Change Directive, or invoice the CMR for the cost of that work. CMR shall pay any invoices within thirty (30) days of receipt of same or County may withhold those amounts from payment(s) to CMR.

25. TERMINATION AND SUSPENSION

25.1 County's Right to Terminate CMR for Cause

25.1.1 Grounds for Termination. The County, in its sole discretion, may terminate the Contract and/or terminate the CMR's right to perform the work of the Contract based upon the following:

25.1.1.1 CMR refuses or fails to perform the Work or any separable part thereof with sufficient diligence as will ensure its completion within the time specified or any extension thereof, or

25.1.1.2 CMR fails to complete the Work within the time specified or any extension thereof, or

25.1.1.3 CMR persistently fails or refused to perform Work or provide material of sufficient quality as to be in compliance with Contract Documents; or

25.1.1.4 CMR files a petition for relief as a debtor, or a petition is filed against the CMR without its consent, and the petition not

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dismissed within sixty (60) days; or

25.1.1.5 CMR makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency; or

25.1.1.6 CMR persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the Work in the time specified; or

25.1.1.7 CMR fails to make prompt payment to Subcontractors, or for material, or for labor; or

25.1.1.8 CMR persistently disregards laws, or ordinances, or instructions of County; or

25.1.1.9 CMR fails to supply labor, including that of Subcontractors, that can work in harmony with all other elements of labor employed or to be employed on the Work; or

25.1.1.10 CMR or its Subcontractor(s) is/are otherwise in breach, default, or in substantial violation of any provision of this Contract.

25.1.2 Notification of Termination. Upon the occurrence at County's sole determination of any of the above conditions, County may, without prejudice to any other right or remedy, serve written notice upon CMR and its Surety of County's termination of this Contract and/or the CMR's right to perform the work of the Contract. This notice will contain the reasons for termination. Unless, within three (3) days after the service of the notice, any and all condition(s) shall cease, and any and all violation(s) shall cease, or arrangement satisfactory to County for the correction of the condition(s) and/or violation(s) be made, this Contract and/or the CMR's right to perform the Work shall cease and terminate. Upon termination, CMR shall not be entitled to receive any further payment until the entire Work is finished.

25.1.2.1 Upon termination, County may immediately serve written notice of tender upon Surety whereby Surety shall have the right to take over and perform this Contract only if Surety:

25.1.2.1.1 Within three (3) days after service upon it of the notice of tender, gives County written notice of Surety's intention to take over and perform this Contract; and

25.1.2.1.2 Commences performance of this Contract within (three (3) days from date of serving of its notice to County.

25.1.2.2 If Surety fails to notify County or begin performance as

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indicated herein, County may take over the Work and execute the Work to completion by any method it may deem advisable at the expense of CMR and/or its Surety. CMR and/or its Surety shall be liable to County for any excess cost or other damages the County incurs thereby. Time is of the essence in this Contract. If the County takes over the Work as herein provided, County may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plan, and other property belonging to CMR as may be on the Site of the Work, in bonded storage, or previously paid for.

25.1.3 Effect of Termination. CMR shall, only if ordered to do so by the County, immediately remove from the Site all or any materials and personal property belonging to CMR that have not been incorporated in the construction of the Work, or which are not in place in the Work. The County retains the right, but not the obligation, to keep and use any materials and personal property belonging to CMR that have not been incorporated in the construction of the Work, or which are not in place in the Work. The CMR and its Surety shall be liable upon the performance bond for all damages caused the County by reason of the CMR's failure to complete the Contract.

25.1.3.1 In the event that the County shall perform any portion of, or the whole of the Work, pursuant to the provisions of the General Conditions, the County shall not be liable nor account to the CMR in any way for the time within which, or the manner in which, the Work is performed by the County or for any changes the County may make in the Work or for the money expended by the County in satisfying claims and/or suits and/or other obligations in connection with the Work.

25.1.3.2 In the event that the Contract is terminated for any reason, no allowances or compensation will be granted for the loss of any anticipated profit by the CMR or any impact or impairment of CMR's bonding capacity.

25.1.3.3 If the expense to the County to finish the Work exceeds the unpaid GMP, CMR and Surety shall pay difference to County within twenty-one (21) days of County's request.

25.1.3.4 The County shall have the right (but shall have no obligation) to assume and/or assign to a general contractor or construction manager or other third party who is qualified and has sufficient resources to complete the Work, the rights of the CMR under its subcontracts with any or all Subcontractors. In the event of an assumption or assignment by the County, no Subcontractor shall have any claim against the County or third party for Work

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performed by Subcontractor or other matters arising prior to termination of the Contract. The County or any third party, as the case may be, shall be liable only for obligations to the Subcontractor arising after assumption or assignment. Should the County so elect, the CMR shall execute and deliver all documents and take all steps, including the legal assignment of its contractual rights, as the County may require, for the purpose of fully vesting in the County the rights and benefits of it Subcontractor under Subcontracts or other obligations or commitments. All payments due the CMR hereunder shall be subject to a right of offset by the County for expenses and damages suffered by the County as a result of any default, acts, or omissions of the CMR. CMR must include this assignment provision in all of its contracts with its Subcontractors.

25.1.3.5 The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to County.

25.2 Termination of CMR for Convenience

25.2.1 County in its sole discretion may terminate the Contract upon three (3) days written notice to the CMR. Under a termination for convenience, the County retains the right to all the options available to the County if there is a termination for cause. In case of a termination for convenience, the CMR shall have no claims against the County except for:

25.2.1.1 The actual cost for labor, materials, and services performed that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise, and

25.2.1.2 Five percent (5%) of the total cost of work performed as of the date of termination, or five percent (5%) of the value of the Work yet to be performed, whichever is less. This five percent (5%) amount shall be full compensation for all CMR's and its Subcontractor(s)' mobilization and/or demobilization costs and any anticipated loss profits resulting from termination of the CMR for convenience.

25.3 Emergency Termination of Public Contracts Act of 1949

25.3.1 This Contract is subject to termination as provided by sections 4410 and 4411 of the Government Code of the State of California, being a portion of the Emergency Termination of Public Contracts Act of 1949.

25.3.1.1 Section 4410 of the Government Code states:

In the event a national emergency occurs, and public work, being performed by

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contract, is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment or labor, as the result of an order or a proclamation of the President of the United States, or of an order of any federal authority, and the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work, then the public agency and the contractor may, by written agreement, terminate said contract.

25.3.1.2 Section 4411 of the Government Code states:

Such an agreement shall include the terms and conditions of the termination of the contract and provision for the payment of compensation or money, if any, which either party shall pay to the other or any other person, under the facts and circumstances in the case.

25.3.1.3 Compensation to the CMR shall be determined at the sole discretion of County on the basis of the reasonable value of the Work done, including preparatory work. As an exception to the foregoing and at the County's discretion, in the case of any fully completed separate item or portion of the Work for which there is a separate previously submitted unit price or item on the accepted Schedule of Values, that price shall control. The County, at its sole discretion, may adopt the GMP as the reasonable value of the work performed or any portion thereof.

25.4 Suspension of Work.

25.4.1 County may, without cause, order CMR in writing to suspend, delay or interrupt the Project in whole or in part for such period of time as County may determine. When the County resumes the Project, the parties will attempt to negotiate an adjustment in the GMP for increases or decreases in the cost of performance of the Project caused by suspense, delay or interruption. If the parties cannot agree on an adjusted GMP, the County may terminate the Contract as permitted herein. If the County exercises this option, the CMR shall have no claims against the County except for:

25.4.2 The actual cost for any and all Work and materials completed or delivered onto the Site for which value is received, including the value of any and all Work then in progress and orders actually placed which cannot be canceled up to the date of notice of termination, and

25.4.2.1 Five percent (5%) of the total cost of work performed as of the date of the County exercises this option, or five percent (5%) of the value of the Work yet to be performed, whichever is less. This five percent (5%) amount shall be full compensation for all CMR's and its Subcontractor(s)' mobilization and/or demobilization costs and any anticipated loss profits

25.4.3 All work, materials and orders paid for pursuant to this provision shall

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become the property of the County.

25.5 Scope Reduction.

In cases of suspension, partial or complete termination, or at the discretion of the County, the County reserves the right to unilaterally approve a deductive Change Order to reduce scope of work or perform work with other forces or its own forces.

26. CLAIMS AND DISPUTES

26.1 Performance during Dispute and Claim Resolution Process.

The CMR shall diligently proceed with Work on the Project at the same time that Disputes and Claims are addressed under this Article. It is the intent of County to resolve Disputes with the CMR as close to the events giving rise to the Disputes as possible, and to avoid stale or late Claims and the late documenting of Claims. CMR's failure to diligently proceed in accordance with the County's instructions or the Contract terms will be considered a material breach of this Agreement and a waiver of CMR's rights under this Agreement.

26.2 Waiver.

If CMR fails to timely submit any written notices required under the terms of the Contract or in this Disputes and Claims section, CMR waives and releases its rights regarding further review of its Dispute or Claim, unless CMR and County mutually agree in writing to other time limits.

26.3 Intention.

The Dispute and Claims Resolution Process required herein are intended to provide a concise mechanism for resolving Disputes and Claims as they arise during the Project, while requiring accurate documentation related to contested issues as to those Disputes and Claims that are not contemporaneously resolved.

26.4 Exclusive Remedy.

Compliance with the notice provisions of the Contract as well as the claim submission procedures described in this Disputes and Claims section is an express condition precedent to CMR's right to commence litigation, file a claim under the California Government Code, or commence any other legal action. The CMR cannot bring assert or bring any Claim in any Government Code claim or subsequent legal action until that Claim has gone through the Dispute and Claims Resolution Process herein. The County hereby exercises the power conferred upon it by Government Code Sections 930.2 and 930.4 to augment claims presentation procedures and create its own Dispute and Claims Resolution Process as an exclusive remedy as indicated in this Disputes and Claims section.

26.5 Other Provisions.

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If portions of the Contract, other than this Disputes and Claims section establish a specific process regarding a specific subject, then that process shall govern and control the resolutions of any disagreements thereunder. Otherwise, the provisions in this Disputes and Claims section shall control the resolution of all Disputes and Claims.

26.6 Subcontractors.

CMR is responsible for providing this Disputes and Claims section to its Subcontractors and for ensuring that all Subcontractors or others who may assert Claims by and through Subcontractors and/or the CMR are informed of the Dispute and Claims resolution process in this Disputes and Claims section. No Claim submitted by any party that fails to follow the provisions of this Disputes and Claims section will be considered. CMR shall indemnify, keep and hold harmless the County and its consultants, against all suits, claims, damages, losses, and expenses, including but not limited to attorney's fees, caused by, arising out of, resulting from, or incidental to, the failure to provide this Disputes and Claims section to its Subcontractors or others who may assert Claims by and through Subcontractors and/or the CMR.

26.7 Dispute and Claim Resolution Process

26.7.1 Dispute: A Dispute is a written demand by CMR or by Subcontractor(s) or others who make a demand or request by and through CMR during performance of the Work for an adjustment of the Contract Time, GMP, interpretation of the Contract Documents, or other relief with respect to the Contract Documents for which CMR has previously provided written notice to the County pursuant to the terms of the Contract which remain unresolved. A PCO may be a Dispute, but the Parties agree that a PCO shall only be a Dispute if:

26.7.1.1 The County states in writing that it disagrees with the terms of a PCO and directs the CMR to utilize the Dispute Resolution Process, or

26.7.1.2 The County rejects in whole or in part a PCO and the CMR states in writing that it is utilizing the Dispute Resolution Process for the portion of the PCO that the County rejected.

26.7.2 Claim: A Claim is a Dispute that remains unresolved after conclusion of the Dispute Resolution Process identified below. Individual unresolved Disputes may be aggregated into one or more Claim(s).

26.8 Dispute Resolution Process (Not for Claims)

26.8.1 Identifying, Presenting and Documenting a Dispute. Every Dispute shall be stated with specificity in writing and signed by CMR under penalty of

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perjury and presented to the County within ten (10) calendar days from the date CMR discovers or reasonably should discover, that an act, error or omission of County, its agents or employees, or action, condition or other situation has occurred that may entitle CMR to an adjustment of the GMP and/or Contract Time. CMR shall provide this writing even if CMR has not yet been damaged, delayed, or incurred extra cost when CMR discovers, or reasonably should discover, the act, error, omission, action, condition or situation giving rise to the incidents giving rise to the Dispute. The writing shall:

- 26.8.1.1.1 Identify all of the issues, events, conditions, circumstances and/or causes giving rise to the Dispute;
- 26.8.1.1.2 Identify all pertinent dates and/or durations and all actual and/or anticipated effects on the GMP, milestones and/or Contract Time adjustments; and
- 26.8.1.1.3 Identify in detail line-item costs if the Dispute seeks money.
- 26.8.1.1.4 If the Dispute involves extra work, a detailed cost breakdown of the amounts the CMR is seeking, including actual cost records (including without limitation, payroll records, material and rental invoices and the like) demonstrating that those costs have actually been incurred. To the extent costs have not yet been incurred at the time the Dispute is submitted, actual cost records must be submitted on a current basis not less than once a week during any periods costs are incurred. A cost record will be considered current if submitted within seven (7) days of the date the cost reflected in the record is incurred. At the request of County, extra costs may be subject to further verification procedures (such as having an inspector verify the performance of alleged extra work on a daily basis).
- 26.8.1.1.5 If the Dispute involves an error or omission in the Contract Documents:
 - 26.8.1.1.5.1 An affirmative representation under penalty of perjury by CMR and any affected Subcontractors and suppliers that the error or omission was not discovered prior to submitting a proposal for the Work, and
 - 26.8.1.1.5.2 A detailed statement demonstrating that the error or omission reasonably should not have been discovered, by CMR, its Subcontractors and

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suppliers, prior to submitting a proposal for the Work.

26.8.1.1.6 CMR shall not be entitled to compensation for escalation of materials costs unless CMR demonstrates to the satisfaction of the County that such cost escalation is the result of unusual, unforeseeable market conditions, not the fault of the CMR, and were not reasonably foreseeable at the time of the award of the Contract. CMR shall provide evidence to County of the costs included in the Contract for those materials and that those costs were reasonable at the time and that CMR timely ordered the materials at issue.

26.8.1.2 The writing shall be accompanied by all documents substantiating CMR's position regarding the Dispute. A Dispute that asserts an effect on any schedule milestones and/or Contract Time shall include all pertinent scheduling data demonstrating the impact(s) on the critical path(s), milestone(s) and/or Contract Time.

26.8.1.3 CMR acknowledges that its failure, for any reason, to give written notice (with supporting documentation to permit the County's review and evaluation) within the time frame required by the provisions in this Disputes and Claims section, or its actual or constructive knowledge of any instruction, request, Drawings, Specifications, action, condition, omission, default or other situation for which the CMR believes there should an adjustment of the GMP or Contract Time shall be deemed CMR's waiver, release, discharge and relinquishment of any right to assert, request, or demand any entitlement to an adjustment of the Contract Time or the GMP on account of any such instruction, request, Drawings, Specifications, action, condition, omission, default or other situation. CMR further acknowledged that strict compliance with the requirements of the provisions in this Disputes and Claims section is an express condition precedent to CMR's right to arbitrate or litigate a claim. CMR specifically agrees to assert no demands or claims in arbitration or litigation unless there has been strict compliance with the provisions in this Disputes and Claims section.

26.8.1.4 Architect's and/or Construction Manager's ("AE/CM") Initial Decision. The County's AE/CM shall issue a written decision regarding the Dispute to the CMR within ten (10) calendar days of receipt of the written Dispute from the CMR.

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26.9 Meet and Confer

26.9.1 Where There Is No Agreement: If there is no agreement between CMR and the AE/CM on a CMR's Dispute, then within ten (10) calendar days of the date of the County's written decision in response to CMR's Dispute or PCO, CMR shall give written notice of its demand for a meet and confer meeting with County staff. A meet and confer meeting with County staff shall be a condition precedent to CMR seeking any further relief, including a demand for review as indicated below, in connection with the County's rejection .

26.9.2 Where There Is No Agreement: If there is no agreement between CMR and the AE/CM on a CMR's Dispute, then within ten (10) calendar days of the date of the County's written decision in response to CMR's Dispute or PCO, CMR shall give written notice of its demand for a meet and confer meeting with County staff. A meet and confer meeting with County staff shall be a condition precedent to CMR seeking any further relief, including a demand for review as indicated below, in connection with the County's rejection .

26.9.3 Where There Is Partial Agreement: If CMR and the AE/CM partially agree on a CMR's Dispute but do not reach complete agreement, then the AE/CM shall issue a written decision or prepare a Change Order, if applicable, for the issues and/or amounts agreed to. For those issues not agreed to, CMR shall give written notice of its demand for a meet and confer meeting with County staff. A meet and confer meeting with County staff shall be a condition precedent to CMR seeking any further relief, including a demand for review as indicated below, in connection with the County's rejection.

26.9.4 County and CMR shall schedule the meet and confer meeting as soon as reasonably possible after CMR's written notice of its demand for a meet and confer meeting.

26.10 CMR's Demand for Review of Dispute

26.10.1 CMR shall submit a written demand for review to the the County with copy to the AE/CM, within ten (10) calendar days of the meet and confer meeting. The written demand for review shall include copies of all documentation the CMR intends to rely upon in substantiating CMR's position regarding the Dispute, including any supplementary documentation the CMR deems appropriate for the County's consideration.

26.10.1.1 County's Written Decision. The County will review the Dispute and issue a written decision to CMR within thirty (30) calendar days from the date the demand for review and supporting documentation are received by the County. The County has the

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option to meet with CMR, or with CMR and any other party, before issuing a decision.

26.10.1.2 If no decision is issued within thirty (30) days after the demand for review, the County will be deemed to have rejected CMR's Dispute in its entirety, and CMR shall proceed with the Claim Resolution Process below.

26.10.1.3 If the County's decision completely resolves the Dispute, the County will prepare and process a Change Order, if applicable, or proceed accordingly.

26.10.1.4 If the County rejects the CMR's Dispute in whole or in part or does not issue a timely written response, and if CMR ever intends to seek relief regarding the unresolved issues of the Dispute, then CMR shall proceed with the Claim Resolution Process below.

26.10.1.5 CMR's costs incurred in seeking relief for Disputes and Claims are not recoverable from County.

26.10.2Claim Resolution Process. If CMR's Dispute has not been resolved during the Dispute Resolution Process, the CMR shall submit within thirty (30) days of the County's written decision, a Claim with the required documentation set forth below for County's consideration.

26.10.2.1 CMR shall furnish three (3) certified copies of the required Claim documentation. The Claim documentation shall be complete when furnished. The evaluation of CMR's Claim will be based on County records and the Claim document furnished by CMR.

26.10.2.2 CMR's Claim documentation shall conform to generally accepted accounting principles and shall be in the following format:

26.10.2.2.1 General Introduction

26.10.2.2.2 General Background Discussion

26.10.2.2.3 Index of Issues (listed numerically)

26.10.2.2.4 For each issue, provide the following information and begin each issue on a new page:

26.10.2.2.4.1 Background

26.10.2.2.4.2 Chronology

26.10.2.2.4.3 CMR's position including all reason(s) for County's potential liability

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26.10.2.2.4.4 Supporting documentation of merit or entitlement

26.10.2.2.4.5 Supporting documentation of damages

26.10.2.2.5 All critical path method schedules, both as-planned, monthly updates, schedule revisions, and as-build along with the computer disks of all schedules related to the Claim.

26.10.2.2.6 Productivity exhibits (if appropriate)

26.10.2.2.7 Summary of Damages for each issue

26.10.2.3 Supporting documentation of merit or entitlement for each issue shall be cited by reference, photocopies, or explanation. Supporting documentation may include, but shall not be limited to the Contract Documents; correspondence; conference notes; shop drawings and submittals; shop drawing logs; survey books; inspection reports; delivery schedules; test reports; daily reports; subcontracts; fragmentary CPM schedules or time impact analyses; photographs; technical reports; requests for information; field instructions; and all other related records necessary to support the CMR's Claim.

26.10.2.4 Supporting documentation of damages for each issue shall be cited, photocopied, or explained. Supporting documentation may include, but shall not be limited to, any or all documents related to the preparation and submission of the proposal; certified, detailed labor records, including labor distribution reports; material and equipment procurement records; construction equipment ownership costs records or rental records; job cost reports; Subcontractor or vendor files and cost records; service cost records; purchase orders; invoices; Project as-planned and as-built cost records; general ledger records; variance reports; accounting adjustment records; and any other accounting materials necessary to support the CMR's Claim.

26.10.2.5 CMR shall include in its Claim documents all issue items and information that CMR contends are part of its Claim. Issues not included in the Claim documents shall not be considered.

26.10.2.6 Each copy of the Claim documentation shall be certified by a responsible officer of the CMR in accordance with the requirements of the Contract Documents.

26.10.2.7 The County may withhold from a progress payment and/or the final payment an amount not to exceed 150 percent of the

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disputed amount. The County may, but is not obligated to, notify the Surety and request the Surety's assistance in resolving the controversy.

26.10.2.8 County's Written Decision. The County will render a written decision to the CMR relative to the Claim. The County's written decision shall be final and binding on the party(ies) unless CMR requests mediation pursuant to this subsection.

26.10.2.9 Mediation. Within thirty (30) days after the County renders its written decision, the CMR may request that the parties submit the Claim to mediation. Absent a request for mediation, the County's written decision is final and binding on the parties.

26.10.2.10 Litigation. If, after a mediation as indicated above, the parties have not resolved the Claim, the receiving party's decision made pursuant to mediation will be conclusive and binding regarding the Dispute unless the submitting party commences an action in a court of competent jurisdiction to contest such decision within ninety (90) days following the conclusion of such mediation or one (1) year following the accrual of the cause of action, whichever is later.

26.10.3 The County shall be entitled to remedy any false claims, as defined in California Government Code section 12650 et seq., made to the County by the CMR or any Subcontractor under the standards set forth in Government Code section 12650 et seq. Any CMR or Subcontractor who submits a false claim shall be liable to the County for three times the amount of damages that the County sustains because of the false claim. A CMR or Subcontractor who submits a false claim shall also be liable to the County for (a) the costs, including attorney fees, of a civil action brought to recover any of those penalties or damages, and (b) a civil penalty of up to \$11,000 for each false claim.

26.11 Documentation of Resolution.

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

26.12 Dispute and Claim Resolution Process – Non-Applicability.

The procedures and provisions in this Disputes and Claims section shall not apply to:

26.12.1 County's determination of what Work is or will be constructed, or whether the Work complies with the Contract Documents for purposes of accepting

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the Work;

26.12.2 County's rights and obligations as a public entity, such as, but without limitation, the revocation of pre-qualified or qualified status, barring a contractor from County contracts, the imposition of penalties or forfeitures prescribed by statute or regulation; provided, however, that penalties imposed against a public entity by statutes such as Section 7107 of the Public Contract Code, shall be subject to the mandatory dispute resolution provisions of this Disputes and Claims section and the Contract;

26.12.3 Personal injury, wrongful death or property damage claims;

26.12.4 Latent defect or breach of warranty or guarantee to repair;

26.12.5 Stop notices or stop payment notices; or Any other County rights as set forth herein.

27. LABOR, WAGE & HOUR, APPRENTICE, AND RELATED PROVISIONS

27.1 Wage Rates, Travel, and Subsistence

27.1.1 Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, division 2, of the Labor Code of California, the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public work is to be performed for each craft, classification, or type of worker needed to execute this Contract are on file at the County's principal office and copies will be made available to any interested party on request. CMR shall obtain and post a copy of these wage rates at the Project Site.

27.1.2 Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the above specified rate of per diem wages, unless otherwise specified. The holidays upon which those rates shall be paid need not be specified by the County, but shall be all holidays recognized in the applicable collective bargaining agreement. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code.

27.1.3 CMR shall pay and shall cause to be paid each worker engaged in Work on the Project not less than the general prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations ("DIR") ("Director"), regardless of any contractual relationship which may be alleged to exist between CMR or any Subcontractor and such workers.

27.1.4 CMR shall pay and shall cause to be paid to each worker needed to

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execute the Work on the Project travel and subsistence payments, as such travel and subsistence payments are defined in the applicable Collective Bargaining Agreements filed with the Department of Industrial Relations in accordance with Labor Code section 1773 et seq.

27.1.5 If during the period this bid is required to remain open, the Director determines that there has been a change in any prevailing rate of per diem wages in the locality in which the Work under the Contract is to be performed, such change shall not alter the wage rates in the Notice to CMRs or the Contract subsequently awarded.

27.1.6 Pursuant to Labor Code section 1775, CMR shall, as a penalty to County, forfeit the statutory amount, (currently not to exceed two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates, as determined by the County and/or the Director, for the work or craft in which that worker is employed for any public work done under Contract by CMR or by any Subcontractor under it. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by CMR.

27.1.6.1 The amount of the penalty shall not be less than forty dollars (\$40) for each calendar day, or portion thereof, unless the failure of CMR was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of CMR.

27.1.6.2 The amount of the penalty shall not be less than eighty dollars (\$80) for each calendar day or portion thereof, if CMR has been assessed penalties within the previous three (3) years for failing to meet CMR's prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

27.1.6.3 The amount of the penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, if the Labor Commissioner determines the CMR willfully violated Labor Code section 1775.

27.1.7 Any worker employed to perform Work on the Project, which Work is not covered by any classification listed in the general prevailing wage rate of per diem wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to Work to be performed by him, and such minimum wage rate shall be retroactive to time of initial employment of such person in such classification.

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27.1.8 Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay, and apprenticeship or other training programs authorized by section 3093, and similar purposes.

27.1.9 CMR shall post at appropriate conspicuous points on the Site of Project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned. In addition, CMR shall post a sign-in log for all workers and visitors to the Site, a list of all subcontractors of any tier on the Site, and the required Equal Employment Opportunity poster(s).

27.2 Hours of Work

27.2.1 As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code, eight (8) hours of labor shall constitute a legal days work. The time of service of any worker employed at any time by CMR or by any Subcontractor on any subcontract under this Contract upon the Work or upon any part of the Work contemplated by this Contract shall be limited and restricted by CMR to eight (8) hours per day, and forty (40) hours during any one week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, Work performed by employees of CMR in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

27.2.2 CMR shall keep and shall cause each Subcontractor to keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by CMR in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of County and to the Division of Labor Standards Enforcement of the DIR.

27.2.3 Pursuant to Labor Code section 1813, CMR shall as a penalty to the County forfeit the statutory amount for each worker employed in the execution of this Contract by CMR or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code.

27.2.4 Any Work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to the County.

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27.3 Payroll Records

27.3.1 County will use the Alameda County Contract Compliance System, including the Elation Systems, Inc. program, to monitor contract and labor compliance. CMR shall use the Compliance System to meet County's requirements, and shall participate in training as directed by County in order to become and remain competent in the use of the Compliance System.

27.3.2 Pursuant to the provisions of section 1776 of the Labor Code, notice is hereby given that CMR shall prepare and provide to the County and shall cause each Subcontractor performing any portion of the Work under this Contract to prepare and provide to the County an accurate and certified payroll record ("CPR(s)"), 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 the CMR and/or each Subcontractor in connection with the Work.

27.3.3 In addition to any other requirements pursuant to Labor Code sections 1770, et seq., the CPRs enumerated hereunder shall be certified and shall be provided to the County on a weekly basis. The CPRs from the CMR and each Subcontractor for each week shall be provided on or before Wednesday of the week following the week covered by the CPRs. County shall not make any payment to CMR until:

27.3.3.1 CMR and/or its Subcontractor(s) provide CPRs acceptable to the County, and

27.3.3.2 The County is given sufficient time to review and/or audit the CPRs to determine their acceptability. Any delay in CMR and/or its Subcontractor(s) providing CPRs to the County in a timely manner will directly delay the County's review and/or audit of the CPRs and CMR's payment.

27.3.4 All CPRs shall be available for inspection at all reasonable hours at the principal office of CMR on the following basis:

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

27.3.4.2 CPRs shall be made available for inspection or furnished upon request to a representative of County, Division of Labor Standards Enforcement, Division of Apprenticeship Standards, and/or the Department of Industrial Relations.

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27.3.4.3 CPRs shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the County, Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested CPRs have not been provided pursuant to the provisions herein, the requesting party shall, prior to being provided the records reimburse the costs of preparation by CMR, Subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of CMR.

27.3.5 The form of certification for the CPRs shall be as follows:

I, (Name-Print), the undersigned, am the (Position in business) with the authority to act for and on behalf of (Name of business and/or CMR), certify under penalty of perjury that the records or copies thereof submitted and consisting of (Description, number of pages) are the originals or true, full, and correct copies of the originals which depict the payroll record(s) of actual disbursements by way of cash, check, or whatever form to the individual or individual named, and (b) we have complied with the requirements of sections 1771, 1811, and 1815 of the Labor Code for any work performed by our employees on the Project.

Date:

Signature:

(Section 16401 of Title 8 of the California Code of Regulations)

27.3.6 Each CMR shall file a certified copy of the CPRs with the entity that requested the records within ten (10) days after receipt of a written request.

27.3.7 Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by County, Division of Apprenticeship Standards, or Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of CMR awarded Contract or performing Contract shall not be marked or obliterated.

27.3.8 CMR shall inform County of the location of the records enumerated hereunder, including the street address, city, and county, and shall, within five (5) working days, provide a notice of change of location and address.

27.3.9 In the event of noncompliance with the requirements of this section, CMR shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects CMR must comply with this

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section. Should noncompliance still be evident after the ten (10) day period, CMR shall, as a penalty to County, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of Division of Apprenticeship Standards or Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

27.3.10 It shall be the responsibility of CMR to ensure compliance with the provisions of Labor Code section 1776.

27.4 Apprentices

27.4.1 CMR acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code section 1777.5, then this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of CMR to ensure compliance with this Article and with Labor Code section 1777.5 for all apprenticeship occupations.

27.4.2 Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly registered in full compliance with the provisions of the Labor Code.

27.4.3 Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he/she is employed, and shall be employed only at the work of the craft or trade to which she/he is registered.

27.4.4 Only apprentices, as defined in section 3077 of the Labor Code, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing at section 3070), division 3, of the Labor Code, are eligible to be employed. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he/she is training.

27.4.5 Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, CMR and any Subcontractors employing workers in any apprenticeable craft or trade in performing any Work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the CMR or Subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the Work.

27.4.6 Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, CMR and any Subcontractor may be required

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to make contributions to the apprenticeship program.

27.4.7 If CMR or Subcontractor willfully fails to comply with Labor Code section 1777.5, then, upon a determination of noncompliance by the Administrator of Apprenticeship, it shall:

27.4.7.1 Be denied the right to bid on any subsequent project for one (1) year from the date of such determination;

27.4.7.2 Forfeit as a penalty to County the full amount as stated in Labor Code section 1777.7. Interpretation and enforcement of these provisions shall be in accordance with the rules and procedures of the California Apprenticeship Council and under the authority of the Chief of the Division of Apprenticeship Standards.

27.4.8 CMR and all Subcontractors shall comply with Labor Code section 1777.6, which section forbids certain discriminatory practices in the employment of apprentices.

27.4.9 CMR shall become fully acquainted with the law regarding apprentices prior to commencement of the Work. Special attention is directed to sections 1777.5, 1777.6, and 1777.7 of the Labor Code, and title 8, California Code of Regulations, section 200 et seq. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California 94102.

27.4.10 CMR shall ensure compliance with all certification requirements for all employees, agents and Subcontractors on the Project including, without limitation, the requirements for electrician certification in Labor Code sections 108, et seq.

27.5 Non-Discrimination

27.5.1 CMR herein agrees not to discriminate in its recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, national origin, ancestry, sex, age, or physical handicap in the performance of this Contract and to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246, and all administrative rules and regulations found to be applicable to CMR and Subcontractor.

27.5.2 Special requirements for Federally Assisted Construction Contracts: During the performance of this Contract, CMR agrees to incorporate in all subcontracts the provisions set forth in Chapter 60-1.4(b) of Title 41 published in Volume 33 No. 104 of the Federal Register dated May 28,

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1968.

27.6 Labor First Aid

CMR shall maintain emergency first aid treatment for CMR's workers on the Project which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.), the California Occupational Safety and Health Act of 1973, and all related regulations, including without limitation section 330 et seq. of Title 8 of the California Code of Regulations.

28. MISCELLANEOUS

28.1 Assignment of Antitrust Actions

28.1.1 Section 7103.5(b) of the Public Contract Code states:

In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, the CMR or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, made and become effective at the time the awarding body tenders final payment to the CMR, without further acknowledgment by the parties.

28.1.2 Section 4552 of the Government Code states:

In submitting a bid to a public purchasing body, the CMR offers and agrees that if the bid is accepted, it will assign to the purchasing 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. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the CMR for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the CMR.

28.1.3 Section 4553 of the Government Code states:

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred

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in obtaining that portion of the recovery.

28.1.4 Section 4554 of the Government Code states:

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

28.1.5 Under this Article, “public purchasing body” is County and “bidder” is CMR.

28.2 Excise Taxes

If, under Federal Excise Tax Law, any transaction hereunder constitutes a sale on which a Federal Excise Tax is imposed and the sale is exempt from such Federal Excise Tax because it is a sale to a State or Local Government for its exclusive use, County, upon request, will execute documents necessary to show (1) that County is a political subdivision of the State for the purposes of such exemption, and (2) that the sale is for the exclusive use of County. No Federal Excise Tax for such materials shall be included in any GMP.

28.3 Taxes

GMP is to include any and all applicable sales taxes or other taxes that may be due in accordance with section 7051 of the Revenue and Taxation Code; Regulation 1521 of the State Board of Equalization or any other tax code that may be applicable.

28.4 Shipments

All shipments must be F.O.B. destination to Site or sites, as indicated in the Contract Documents. There must be no charge for containers, packing, unpacking, drayage, or insurance. The total GMP shall be all inclusive (including sales tax) and no additional costs of any type will be considered.

28.5 Compliance with Government Reporting Requirements

If this Contract is subject to federal or other governmental reporting requirements because of federal or other governmental financing in whole or in part for the Project which it is part, or for any other reason, CMR shall comply with those reporting requirements at the request of the County at no additional cost.

END OF DOCUMENT

DOCUMENT 00 73 13

SPECIAL CONDITIONS

1. Mitigation Measures

CMR shall comply with all applicable mitigation measures, if any, adopted by any public agency with respect to this Project pursuant to the California Environmental Quality Act. (Public Resources Code section 21000 et. seq.)

2. Substitution for Specified Items

- 2.1. Requests for substitutions after award of the Contract shall be within **THIRTY-FIVE (35)** days of the date of the award of the Contract.
- 2.2. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words “or equal.” CMR may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified.
 - 2.2.1. If the material, process, or article offered by CMR is not, in the opinion of the County, substantially equal or better in every respect to that specified, then CMR shall furnish the material, process, or article specified in the Specifications without any additional compensation or change order.
 - 2.2.2. This provision shall not be applicable with respect to any material, product, thing or service for which County made findings and gave notice in accordance with Public Contract Code section 3400(b); therefore, CMR shall not be entitled to request a substitution with respect to those materials, products or services.
- 2.3. A request for a substitution shall be in writing and shall include:
 - 2.3.1. All variations of the proposed substitute from the material specified including, but not limited to, principles of operation, materials, or construction finish, thickness or gauge of materials, dimensions, weight, and tolerances;
 - 2.3.2. Available maintenance, repair or replacement services;
 - 2.3.3. Increases or decreases in operating, maintenance, repair, replacement, and spare parts costs;
 - 2.3.4. Whether or not acceptance of the substitute will require other changes in the Work (or in work performed by the County or others under Contract with the County); and

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- 2.3.5. The time impact on any part of the Work resulting directly or indirectly from acceptance of the proposed substitute.
- 2.4. No substitutions shall be made until approved, in writing, by the County. The burden of proof as to equality of any material, process, or article shall rest with CMR. The CMR warrants that if substitutes are approved:
- 2.4.1. The proposed substitute is equal or superior in all respects to that specified, and that such proposed substitute is suitable and fit for the intended purpose and will perform adequately the function and achieve the results called for by the general design and the Contract Documents;
- 2.4.2. CMR provides the same warranties and guarantees for the substitute that would be provided for that specified;
- 2.4.3. CMR shall be fully responsible for the installation of the substitute and any changes in the Work required, either directly or indirectly, because of the acceptance of such substitute, with no increase in GMP or Contract Time. Incidental changes or extra component parts required to accommodate the substitute will be made by CMR without a change in the GMP or Contract Time;
- 2.4.4. CMR shall be responsible for any re-design costs occasioned by County's acceptance and/or approval of any substitute; and
- 2.4.5. CMR shall, in the event that a substitute is less costly than that specified, credit the County with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, CMR agrees to execute a deductive Change Order to reflect that credit.
- 2.5. In the event CMR furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by CMR.
- 2.5.1. In no event shall the County be liable for any increase in GMP or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute

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3. Weather Days

- 3.1** Delays due to adverse weather conditions will only be permitted in compliance with the provisions in the General Conditions and only if the number of days of adverse weather exceeds the following parameters and only if CMR can verify that adverse weather caused delays exceeded the following number of days:

January	[15]	July	[0]
February	[12]	August	[0]
March	[10]	September	[1]
April	[6]	October	[4]
May	[3]	November	[7]
June	[1]	December	[15]

- 4. Insurance Policy Limits.** All of CMR's insurance shall be with insurance companies with an A.M. Best rating of no less than A: XI. **[AMOUNTS MUST AGREE WITH MINIMUMS SET BY RISK MANAGEMENT]**

The limits of insurance shall not be less than:

Commercial General Liability	Each Occurrence	[\$2,000,000]
	General Aggregate	[\$2,000,000]
	Product Liability and Completed Operations	[\$1,000,000]
Automobile Liability – Any Auto	Combined Single Limit	[\$2,000,000]
Excess Liability		[\$4,000,000]
Workers Compensation		Statutory limits pursuant to state law
Employers' Liability		[\$1,000,000]
Builder's Risk (Course of Construction)		CMR DOES NOT NEED TO CARRY

5. Permits, Certificates, Licenses, Fees, Approval

- 5.1 Payment for Permits, Certificates, Licenses, and Fees.** As required in the General Conditions, the CMR shall secure and pay for all permits, licenses and

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certificates necessary for the prosecution of the Work with the exception of the following:

2.2.1. Water connection fees

2.2.2. Sewer connection fees

2.2.3. Gas connection fees

2.2.4. Electric connection fees

With respect to the above listed items, CMR shall be responsible for securing such items, however, County will be responsible for payment of these charges or fees. CMR shall notify the County of the amount due with respect to such items and to whom the amount is payable. CMR shall provide the County with an invoice and receipt with respect to such charges or fees.

6. Work Restrictions

Hours of Work

Access to Site

Phasing

END OF DOCUMENT

DOCUMENT 00 73 56

HAZARDOUS MATERIALS
PROCEDURES & REQUIREMENTS

1. Summary

This document includes information applicable to hazardous materials and hazard waste abatement.

2. Notice of Hazardous Waste or Materials Conditions

- 2.1. CMR shall give notice in writing, including by e-mail, to the County, the Construction Manager, and the Architect promptly, before any of the following conditions are disturbed, and in no event later than twenty-four (24) hours after first observance, of any:
 - 2.1.1. Material that CMR believes may be material that is hazardous waste or hazardous material, as defined in section 25117 or 25260 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
 - 2.1.2. Other material that may present a substantial danger to persons or property exposed thereto in connection with Work at the site.
- 2.2. CMR's written notice shall indicate whether the hazardous waste or material was shown or indicated in the Contract Documents to be within the scope of Work, and whether the materials were brought to the site by CMR, its Subcontractors, suppliers, or anyone else for whom CMR is responsible. As used in this section the term "hazardous materials" shall include, without limitation, asbestos, lead, mercury, Polychlorinated biphenyl (PCB), petroleum and related hydrocarbons, and radioactive material.
- 2.3. In response to CMR's written notice, the County shall investigate the identified conditions.
- 2.4. If the County determines that conditions do not involve hazardous materials or that no change in terms of Contract is justified, the County shall so notify CMR in writing, stating reasons. If the County and CMR cannot agree on whether conditions justify an adjustment in Contract Price or Contract Times, or on the extent of any adjustment, CMR shall proceed with the Work as directed by the County.

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- 2.5. If after receipt of notice from the County, CMR does not agree to resume Work based on a reasonable belief it is unsafe, or does not agree to resume Work under special conditions, then County may order such portion of Work that is in connection with such hazardous condition or such affected area to be deleted from the Work, or performed by others, or County may invoke its rights to terminate the Contract in whole or in part. County will determine entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of Work, or performing the Work by others.
- 2.6. If CMR stops Work in connection with any hazardous condition and in any area affected thereby, CMR shall immediately redeploy its workers, equipment, and materials, as necessary, to other portions of the Work to minimize delay and disruption.

3. Additional Warranties and Representations

- 3.1. CMR represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have the required levels of familiarity with the Site and the Work, training, and ability to comply fully with all applicable law and contract requirements for safe and expeditious performance of the Work, including whatever training is or may be required regarding the activities to be performed (including, but not limited to, all training required to address adequately the actual or potential dangers of Contract performance).
- 3.2. CMR represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have and maintain in good standing any and all certifications and licenses required by applicable federal, state, and other governmental and quasi-governmental requirements applicable to the Work.
- 3.3. CMR represents and warrants that it has studied carefully all requirements of the Specifications regarding procedures for demolition, hazardous waste abatement, or safety practices, specified in the Contract, and prior to submitting its proposal, has either (a) verified to its satisfaction that the specified procedures are adequate and sufficient to achieve the results intended by the Contract Documents, or (b) by way of approved "or equal" request or request for clarification and written Addenda, secured changes to the specified procedures sufficient to achieve the results intended by the Contract Documents. CMR accepts the risk that any specified procedure will result in a completed Project in full compliance with the Contract Documents.

4. Monitoring and Testing

- 4.1. County reserves the right, in its sole discretion, to conduct air monitoring, earth monitoring, Work monitoring, and any other tests (in addition to testing required

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under the agreement or applicable law), to monitor Contract requirements of safe and statutorily compliant work methods and (where applicable) safe re-entry level air standards under state and federal law upon completion of the job, and compliance of the work with periodic and final inspection by public and quasi-public entities having jurisdiction.

- 4.2. CMR acknowledges that County has the right to perform, or cause to be performed, various activities and tests including, but not limited to, pre-abatement, during abatement, and post-abatement air monitoring, that County shall have no obligation to perform said activities and tests, and that a portion of said activities and tests may take place prior to the completion of the Work by CMR. In the event County elects to perform these activities and tests, CMR shall afford County ample access to the Site and all areas of the Work as may be necessary for the performance of these activities and tests. CMR will include the potential impact of these activities or tests by County in the Contract Price and the Scheduled Completion Date.
- 4.3. Notwithstanding County's rights granted by this paragraph, CMR may retain its own industrial hygiene consultant at CMR's own expense and may collect samples and may perform tests including, but not limited to, pre-abatement, during abatement, and post-abatement personal air monitoring, and County reserves the right to request documentation of all such activities and tests performed by CMR relating to the Work and CMR shall immediately provide that documentation upon request.

5. Compliance with Laws

- 5.1. CMR shall perform safe, expeditious, and orderly work in accordance with the best practices and the highest standards in the hazardous waste abatement, removal, and disposal industry, the applicable law, and the Contract Documents, including, but not limited to, all responsibilities relating to the preparation and return of waste shipment records, all requirements of the law, delivering of all requisite notices, and obtaining all necessary governmental and quasi-governmental approvals.
- 5.2. CMR represents that it is familiar with and shall comply with all laws applicable to the Work or completed Work including, but not limited to, all federal, state, and local laws, statutes, standards, rules, regulations, and ordinances applicable to the Work relating to:
 - 5.2.1. The protection of the public health, welfare and environment;
 - 5.2.2. Storage, handling, or use of asbestos, PCB, lead, petroleum based products or other hazardous materials;

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5.2.3. The generation, processing, treatment, storage, transport, disposal, destruction, or other management of asbestos, PCB, lead, petroleum, or hazardous waste materials or other waste materials of any kind; and

5.2.4. The protection of environmentally sensitive areas such as wetlands and coastal areas.

6. Disposal

6.1. CMR has the sole responsibility for determining current waste storage, handling, transportation, and disposal regulations for the job Site and for each waste disposal facility. CMR must comply fully at its sole cost and expense with these regulations and any applicable law. County may, but is not obligated to, require submittals with this information for it to review consistent with the Contract Documents.

6.2. CMR shall develop and implement a system acceptable to County to track hazardous waste from the Site to disposal, including appropriate "Hazardous Waste Manifests" on the EPA form, so that County may track the volume of waste it put in each landfill and receive from each landfill a certificate of receipt.

6.3. CMR shall provide County with the name and address of each waste disposal facility prior to any disposal, and County shall have the express right to reject any proposed disposal facility. CMR shall not use any disposal facility to which County has objected. CMR shall document actual disposal or destruction of waste at a designated facility by completing a disposal certificate or certificate of destruction forwarding the original to the County.

7. Permits

7.1. Before performing any of the Work, and at such other times as may be required by applicable law, CMR shall deliver all requisite notices and obtain the approval of all governmental and quasi-governmental authorities having jurisdiction over the Work. CMR shall submit evidence satisfactory to County that it and any disposal facility:

7.1.1. Have obtained all required permits, approvals, and the like in a timely manner both prior to commencement of the Work and thereafter as and when required by applicable law, and

7.1.2. Are in compliance with all such permits, approvals and the regulations.

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For example, before commencing any work in connection with the Work involving asbestos-containing materials, or PCBs, or other hazardous materials subject to regulation, CMR agrees to provide the required notice of intent to renovate or demolish to the appropriate state or federal agency having jurisdiction, by certified mail, return receipt requested, or by some other method of transmittal for which a return receipt is obtained, and to send a copy of that notice to County. CMR shall not conduct any Work involving asbestos-containing materials or PCBs unless CMR has first confirmed that the appropriate agency having jurisdiction is in receipt of the required notification. All permits, licenses, and bonds that are required by governmental or quasi-governmental authorities, and all fees, deposits, tap fees, offsite easements, and asbestos and PCB disposal facilities expenses necessary for the prosecution of the Work, shall be procured and paid for by CMR. CMR shall give all notices and comply with the all applicable laws bearing on the conduct of the Work as drawn and specified. If CMR observes or reasonably should have observed that Plans and Specifications and other Contract Documents are at variance therewith, it shall be responsible for promptly notifying County in writing, including by e-mail, of such fact. If CMR performs any Work contrary to applicable laws, it shall bear all costs arising therefrom.

- 7.2. In the case of any permits or notices held in County's name or of necessity to be made in County's name, County shall cooperate with CMR in securing the permit or giving the notice, but the CMR shall prepare for County review and execution upon approval, all necessary applications, notices, and other materials.

8. Indemnification

- 8.1. To the extent permitted by law, the indemnities and limitations of liability expressed throughout the Contract Documents apply with equal force and effect to any claims or liabilities imposed or existing by virtue of the removal, abatement, and disposal of hazardous waste. This includes, but is not limited to, liabilities connected to the selection and use of a waste disposal facility, personal injury, property damage, loss of use of property, damage to the environment or natural resources, or “disposal” and “release” of materials associated with the Work (as defined in 42 U.S.C. § 9601 et seq.).

9. Termination

- 9.1. County shall have an absolute right to terminate for default immediately without notice and without an opportunity to cure should CMR knowingly or recklessly commit a material breach of the terms of the Contract Documents, or any applicable law, on any matter involving the exposure of persons or property to hazardous waste. However, if the breach of contract exposing persons or property to hazardous waste is due solely to an ordinary, unintentional, and non-reckless

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failure to exercise reasonable care, then the procedures for termination for cause shall apply without modification.

END OF DOCUMENT

DOCUMENT 00 73 49

PROJECT STABILIZATION/COMMUNITY BENEFIT AGREEMENT
of the
COUNTY OF ALAMEDA
and
California Prevailing Wage
Requirements

6. Summary

6.1. to Labor, Wage & Hour, Apprentice, and related provisions described in Document 00 72 13 Paragraph 26; the Work performed pursuant to this Contract is subject to the requirements of the "PROJECT STABILIZATION/COMMUNITY BENEFITS AGREEMENT for the COUNTY OF ALAMEDA" ("PSCBA"). The Contractor agrees to be party to and bound by the "PROJECT STABILIZATION/COMMUNITY BENEFITS AGREEMENT for the COUNTY OF ALAMEDA". Contractor agrees to execute the "PROJECT STABILIZATION/COMMUNITY BENEFITS AGREEMENT for the COUNTY OF ALAMEDA Letter of Assent" and shall require all of its subcontractors, of whatever tier, to become similarly bound for all work within the scope of this Contract by signing an identical Letter of Assent.

7. PROJECT STABILIZATION/COMMUNITY BENEFIT AGREEMENT Of the COUNTY OF ALAMEDA

7.1. The PROJECT STABILIZATION/COMMUNITY BENEFITS AGREEMENT for the COUNTY OF ALAMEDA (PSCBA) is included for reference only in PROJECT STABILIZATION/COMMUNITY BENEFITS AGREEMENT for the COUNTY OF ALAMEDA Document 00 73 49B.

7.1.1.ROLES AND RESPONSIBILITIES SUBCONTRACTS

- 7.1.1.1. Each Contractor, which includes all subcontractors of any tier, including trucking entities performing Covered Work of this Contract, agrees that neither it nor any of its subcontractors will subcontract any Work of this Contract except to a person, firm, or corporation who is or becomes party to the PSCBA by signing the Letter of Assent attached to the PSCBA as Exhibit "A". All Contractors performing Covered Work of this Contract shall, as a condition to performing Work of this Contract, become Signatory to and perform all work under the terms of the PSCBA.
- 7.1.1.2. Each Contractor, which includes all subcontractors of any tier performing Work of this Contract, shall give written notice to the Union(s) of any subcontract involving the performance of work covered by the PSCBA

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within either five (5) business days of executing a contract with such subcontract or before the subcontractor commences work on the Project, whichever occurs first. Such notice shall specify the name and address of the subcontractor, the California State License Board license number of the Contractor and scope of work to be performed. Written notice at a Pre-Job Conference shall be deemed written notice under this provision only for those subcontractors listed at the Pre-Job Conference

- 7.1.1.3. The Contractor shall be responsible for PSCBA compliance by all subcontractor and lower tier subcontractor.

7.1.2.WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

- 7.1.2.1. The assignment of the Work to subcontractors is solely the responsibility of the Contractor.
- 7.1.2.2. Each Contractor shall conduct a Pre-Job Conference with the Building and Construction Trades Council of Alameda County (Council) prior to commencing Work as specified in Paragraph 2.1.3 of this Document 00 73 49. The Contractor will notify the County in advance of all such conferences.
- 7.1.2.3. Any jurisdictional disputes regarding the assignment of the Work of this Contract will be resolved per the requirements of the PSCBA.

7.1.3. PRE-JOB CONFERENCE

- 7.1.3.1. A mandatory Pre-Job Conference and/or Mark-Up Meeting will be held prior to the commencement of work to establish the scope of work in each Contractor and Subcontractor contract. All meeting shall be held at the offices of the Alameda County Building and Construction Trades Council.
- 7.1.3.2. The Contractor performing the work shall have the responsibility for making work assignments in accordance with the PSCBA, and will be required to bring relevant plans, specifications, and blueprints to the meeting, as requested by the Union
- 7.1.3.3. Contractor must submit written workforce projections at the Pre-Job Conference. The workforce projections shall include projected man-hours on a craft-by-craft basis, consistent with the Contractor's bid proposal.
- 7.1.3.4. The County will schedule and attend all Pre-Job and Mark-Up Meetings and participate in discussions as they pertain to the terms and conditions of the PSCBA.

7.1.4.JOINT ADMINISTRATIVE COMMITTEE MEETINGS

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7.1.4.1. The Joint Administrative Committee (JAC) has been established to monitor compliance with the PSCBA. The JAC meets monthly and reviews monthly reporting by the Contractor.

7.1.4.2. The Contractors shall provide progress report as described in Paragraph 2.1.8 of this Document.

7.1.5.COORDINATOR

7.1.5.1. The County will designate a Coordinator, who will be responsible for the administration and application of the PSCBA.

7.1.6.LOCAL HIRING PROGRAM

7.1.6.1. The Contractor agrees to achieve the inclusion of Residents as defined in the PSCBA in the employment and apprenticeship opportunities created by the Work of this Contract, which will be known as the Local Hiring Program (LHP) as described in the PSCBA.

7.1.6.2. The Contractor agrees to a goal that Residents of the County will perform forty percent (40%) of all hours worked on the Work of this Contract, on a craft-by-craft basis, if such workers are available, capable and willing to work on the projects, together with the apprentice goals described in Paragraph 2.1.7 of this Document.

7.1.6.3. The Contractors and subcontractors shall make good faith efforts to reach these goals, as described in the PSCBA including but not limited to the following:

7.1.6.3.1. Within one week of the issuance of the Notice to Proceed, the Contractors shall meet with the County to review and approve its compliance plan for reaching the Local Hiring Goals, using the required compliance plan form provided by the County.

7.1.6.3.2. Submit copies of hiring hall dispatch requests and responses to the County within ten (10) days of County's request at any point during the execution of the Work of this Contract.

7.1.6.3.3. Immediately contact the County if a union hiring hall dispatcher will not or cannot, upon request of the Contractor, dispatch local residents.

7.1.6.3.4. Use the "Name Call," "Rehire" or other available hiring hall procedures to reach goals and shall provide documentation of such requests to the County upon request.

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- 7.1.6.3.5. Use community based organizations as a resource for local labor resources, if a union will not or cannot provide local Residents as requested
- 7.1.6.3.6. Sponsor local Residents for apprenticeship, when possible.
- 7.1.6.3.7. Maintain records for each Resident of Alameda County who was referred but not hired along with an explanation why the worker was not hired.
- 7.1.6.3.8. Document participation in any local employment training programs and submit documentation of such to the County within ten (10) days if requested by County.
- 7.1.6.3.9. To the extent possible, the parties agree to implement the Local Hiring Program while complying with the County's Local Vendor Preference and Enhanced Construction Outreach (ECOP) programs for the work of this Contract. To the extent that the County determines, in its sole discretion, that there is a conflict between the Local Hiring Program established in the PSCBA and the County's SLEB, ECOP, and/or Local Vendor Preference Programs, the conflict shall be resolved in favor of the Local Hiring Program of the PSCBA.
- 7.1.6.3.10. For the purpose of reaching the goal established in Paragraph 2.1.6.2 of this Document, a Contractor may qualify for full credit toward the goal by employing Alameda County Residents for other work the Contractor is performing in any of the nine Bay Area counties of: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara, Marin, Solano, Napa and Sonoma as outlined in the PSCBA.

7.1.7. APPRENTICES

- 7.1.7.1. Although the PSCBA states that the County shall make available to the Unions a database of apprentices qualifying under the local hiring provision of the PSCBA, the County has not developed this database. Contractor is to contact the Unions for available apprentices.
 - 7.1.7.1.1. For each Covered Project, the Contractors will be responsible to ensure that it and/or its subcontractors hire at least one (1) new apprentice for the first \$1 million of construction value and for each succeeding \$5 million of construction contract value, the Contractors and/or their subcontractors will be required to hire at least one (1) additional new apprentice. All such apprentices may be graduates of pre apprenticeship programs with known and successful track record of apprentice placement into jobs. All the pre apprenticeship program graduates must be Residents of Alameda County and members of a Disadvantaged Population, as described in the PSCBA.

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- 7.1.7.2. Contractors shall exercise their best efforts to recruit apprenticeship program applicants from Residents and who are members of a Disadvantaged Population as described in the PSCBA
- 7.1.7.3. The Contractor shall request dispatch of apprentices in writing from the local Unions and/or Joint Apprenticeship Training Committee in which the Contractor participates. Copies of the written requests shall be provided to the County within ten (10) days of request by the Coordinator.
- 7.1.7.4. For the purposes of meeting the goal established in Paragraph 2.1.6.1 of this Document, a Contractor may qualify for full credit toward the goal by employing Alameda County Residents as apprentices for other work the Contractor is performing in any of the nine Bay Area counties of: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara, Marin, Solano, Napa and Sonoma as described in the PSCBA

7.1.8.DATA COLLECTION AND REPORTING

- 7.1.8.1. This Paragraph describes Contractor and data collection, reporting guidelines and responsibilities for the PSCBA.
- 7.1.8.2. On a monthly basis, Contractors must submit reports to the County on the status and progress of local hiring on a craft-by-craft basis, including utilization of apprentices as described in Document 00 73 49A “PSCBA Forms”.

7.1.9.HELMETS TO HARDHATS: VETERAN EMPLOYMENT

- 7.1.9.1. The Contractor agrees to utilize the series of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter “Center”) and Center’s “Helmets to Hardhats” program to serve as a resources for preliminary orientations, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as described in the PSCBA.
- 7.1.9.2. The Contractors may also utilize the services of the “Swords to Ploughshares” program.

- 8. **California Labor Code:** In addition to complying with the PSCBA, Contractor shall also comply with the California Labor Code prevailing wage requirements.

- 8.1. Pursuant to Labor Code Section 1770, *et seq.*, the Contractor shall pay to persons performing labor in and about the Work provided for in the Contract an amount equal to or more 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

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for legal holiday and overtime work in said locality, which per diem wages shall be equal to or more than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract. The Contractor shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each Site.

- 8.2. The Contractor shall forfeit, as a penalty to the County, fifty dollars (\$50.00) for each laborer, workman, or mechanic employed in performing labor in and about the work provided in the Contract Documents for each day, or portion thereof, on which such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under these Contract Documents by him or her or by any Subcontractor or designer under him or her, in violation of Articles 1 and 2 of Chapter 1 of Part 7 of Division II of the Labor Code. The sums and amounts which shall be forfeited pursuant to this paragraph 3.2 and the terms of the Labor Code shall be withheld and retained from payments due or to become due to the Contractor under this Contract and the terms of the Labor Code, but no sum shall be so withheld, retained or forfeited except from the final payment without a full investigation by either the State Department of Industrial Relations or by the County. The final amount of forfeiture shall be determined by the Labor Commissioner pursuant to Labor Code § 1775.
- 8.3. The Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of work or labor on the Work provided for in the Contract Documents, a provision that the 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 as provided in the Labor Code.
- 8.4. The Contractor stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code § 1813.

9. Project Stabilization/Community Benefits Agreement/ Labor Compliance Program Monitoring.

- 9.1. The County has elected to retain the services of a third party to monitor compliance with the PSCBA and California Labor Code Requirement.
- 9.2. The PSCBA/Labor Compliance Program (“PSCBA/LCP”) will enforce PSCBA, prevailing wage, apprentice employment and local hiring requirements consistent with California Labor Code and the PSCBA. PSCBA/LCP services do not limit the scope of Work and do not relieve the Contractor of any responsibility for coordination of the Work with California Labor Code or the PSCBA.
- 9.3. The Contractor shall be responsible for any costs that the County incurs as the result of any actions taken by DIR, or by the County when exercising its enforcement duties, to address Contractor and/or Subcontractor violations related to California Labor Code or the PSCBA. If the Contractor or any of its Subcontractor are notified that they should take certain actions

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to be in compliance with the PSCBA or applicable state law and those actions are not taken or not taken in a timely manner, then the County shall have the right to recover the cost of all work performed by or for the County or its contractors from the date of such notice and the County shall have the right to back charge the Contractor for any and all costs associated with such work. payroll reports for the duration of the Project shall be maintained by the Contractor and submitted electronically, and are subject to all of the following conditions:

- 9.3.1. Certified Payroll Reports (CPR) shall be submitted to the County electronically on the web-based software system, described in Document 00 45 46.01 “Prevailing Wage and Related Labor Requirements Certification”, to be utilized for collection and verification of payroll reports for the Project.
- 9.3.2. CPR must contain all of information required by California Labor Code section 1776 and must be organized in a manner that is similar or identical to the format in which the information is reported on the DIR “Public Works Payroll Reporting Form” (Form A-1-131);
- 9.3.3. Statement of Compliance. CPR shall be accompanied by a signed “Statement of Compliance” certifying that the payroll reports are correct and complete and that each laborer or mechanic has been paid not less than the proper prevailing wage rate for the work performed. The wording of the certification shall comply with California Labor Code section 1776 and 29 C.F.R. § 5.5(a)(3)(ii)(B)-(D).
- 9.3.4. Electronic CPR submitted to the County, the DIR Division of Labor Standards Enforcement (DLSE), or other entity within the DIR, must be in the form of a non-modifiable image or record that bears an electronic signature or includes a copy of any original certification made on paper. Printed reports submitted on paper with an original signature will be accepted as supplemental information to electronic reports, and will not relieve the Contractor or its Subcontractor from their obligation to submit electronic reports.
- 9.3.5. Apprenticeship Program. Reference is made to General Conditions Document 00 72 13, Paragraph 26 and the PSCBA for the Contractor and its Subcontractors obligation to comply, and be responsible for ensuring compliance, with the requirements of the California Labor Code provisions concerning the employment of apprentices, including Labor Code sections 1776, 1777.5, and 1777.6.

END OF DOCUMENT

Alameda County General Services Agency – PROJECT # 13023
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DOCUMENT 00 73 73.01

PUBLIC ART PROGRAM

PART 1 - GENERAL

1.01 SUMMARY

- A. Document Includes:
 - 1. This Document describes requirements for the furnishing and installation of artwork which has been designated for the Project and required by Alameda County's Public Art Program as identified in County Ordinance 94-16.
 - 2. County Project Manager shall represent the County and the Alameda County Arts Commission (ACAC).
- B. Related Sections:
 - 1. Section 01 32 16 – Progress Schedules
 - 2. Section 01 33 00 – Submittal Procedures
 - 3. Section 01 43 39 – Mock-Ups
 - 4. Section 05 12 13 – Architecturally Exposed Structural Steel Framing
 - 5. Section 05 50 00 – Metal Fabrications
 - 6. Section 08 81 00 – Glass Glazing

1.02 DEFINITIONS

- A. General: The artwork has been defined as an item which is Owner-Designed / Contractor-Furnished and Installed (OD/CF/CI).
- B. OD/CF/CI:
 - 1. Extent of actual design will be produced by Owner and delivered to Contractor for fabrication and installation as part of the Work. Requirements for area of work shall be as specified and shown on the Drawings.
 - 2. The Design Team, together with the Contractor and ACAC will work to develop the basic design parameters for the Cut Metal.
 - 3. The Architect, in coordination with the County Project Manager will be responsible for reviewing and approving Contractor shop drawings and prepared samples.
 - 4. Contractor shall be responsible for fabricating samples and the item according to the approved submittals, delivering and installing the item, the coordinated preparation of the site as required for the complete installation of the item as specified.
 - 5. All scheduling issues for ACAC-related components shall be highlighted in the schedule and coordinated with the County Project Manager.
- C. Arts Commission: The Alameda County Arts Commission (ACAC) is a division of the County of Alameda. This division is responsible for the administration of the County's Public Art Program, will oversee a design contract with the artist for this Project, and work directly through the County's Project Manager.

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1.03 ARTWORK ITEMS

- A. Artwork Design
 - 1. Responsibility: County.
 - 2. Description: The design for the artwork will be supplied as a digital file appropriate for use by the fabricator.
 - 3. The design for the artwork will be developed and approved through the County's public art process.
- B. Cut Metal Architectural Canopy
 - 1. Responsibility: Contractor
 - 2. Description: The artwork design will be fabricated as waterjet cut anodized aluminum plates as specified in Section 05 50 00 and in this Document.
 - 3. It will be the responsibility of the Contractor to coordinate the Owner-provided digital files to the appropriate subcontractor, directly through the County Project Manager who will coordinate with ACAC, as specified.
 - 4. The Architectural Canopy is addressed on Sheet A7.41.

1.04 QUALITY ASSURANCE

- A. Contractor shall not perform any work directly related to the Public Art Program prior to meeting with the County's Project Manager.
- B. Qualifications for Cut Metal Architectural Canopy Manufacturer
 - 1. A firm with demonstrable experience (a minimum of 3 projects) producing waterjet cut metal showing a similar level of complexity to this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Qualifications for Cut Metal Architectural Canopy Installer, see Section 05 50 00.

1.05 SUBMITTALS

- A. Refer to Section 01 33 00. County Project Manager will coordinate ACAC review.
- B. Shop drawings :
 - 1. Shop drawings are needed in order for the County to finalize the image design of the Cut Metal Architectural Canopy.
- C. Samples for Cut Metal Architectural Canopy
 - 1. Provided by the Cut Metal Architectural Canopy Manufacturer: 2, 24-inch x 24-inch samples representing 2 distinct areas of the design identified by the ACAC, through the County Project Manager.
- D. Additional Submittals: Submit to the County Project Manager three (3) additional copies of all submittals and communications concerning coordination, fabrication, delivery, installation and protection of the Cut Metal Architectural Canopy and associated assemblies. Submit three (3) additional copies of all shop drawings, product data, and samples which impact Cut Metal Architectural Canopy specified herein.

1.06 PUBLIC ART PROGRAM INDIVIDUALS

- A. ACAC Director and Public Art Manager:
Rachel Osajima, Tel: 510-271-5162, Email: rachel.osajima@acgov.org

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- B. ACAC Public Art Program Coordinator:
Amy Stimmel, Tel: 510-891-5706, Email: amy.stimmel@acgov.org

PART 2 - PRODUCTS

2.01. MATERIALS

- A. Cut Metal Architectural Canopy: Refer to Section 05 50 00. Description: Water-jet cut aluminum
1. Thickness: +/- 1/2-inch plates
 2. Size: As shown on the Drawings
 3. Finish: Anodized finish with wear expectation of 20 years
 4. Color(s): As selected by the Architect in coordination with the County Project Manager
 5. Layout: As indicated on the Drawings and in accordance with Document 00 73 73.01
- B. The Design Team, together with the Contractor and ACAC will work to develop the basic design parameters for the Cut Metal. This effort will confirm all design assumptions that impact the overall final performance of Architectural Canopy. The final design for the artwork will be based on the design parameters that were collectively established.

PART 3 - EXECUTION

3.01 SCHEDULE

- A. Arts Coordination Kick-Off Meeting: The purpose of the meeting is to coordinate the activities and define roles of all the participants, and to develop the basic design parameters for the Cut Metal.
- B. Owner to produce memo documenting the basic design parameters for GC approval.
- C. A Pre-Construction Meeting will be held prior to start of both the Cut Metal Architectural Canopy fabrication and installation which would include the Contractor, the County's Project Manager, a representative from the ACAC, installer, and the relevant subcontractors. The County Project Manager will preside and issue the agenda.
- D. Identify OD/CF/CI items on the progress schedule.
- E. Artwork Design (digital file) will be delivered to Contractor by ACAC, through the County Project Manager.
- F. Contractor to coordinate sampling and review with the County Project Manager. County Project Manager will coordinate ACAC review. The sample approval process shall be extended beyond typical review period to accommodate review by several agencies; no more than one month past typical.
- G. Contractor to coordinate scheduling and delivery of all components to Site.
- H. Contractor to coordinate site visits by the County Project Manager: at the initiation of installation; at 2-4 incremental points during installation to be confirmed with Contractor

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and County Project Manager prior to start; and following installation.

3.02 DELIVERY, STORAGE, HANDLING, AND PROTECTION

A. Refer to Section 05 50 00.

3.03 INSTALLATION BY CONTRACTOR

A. Refer to Section 05 50 00.

B. Do not begin installation of Cut Metal Architectural Canopy until the County's Project Manager has reviewed and approved conditions.

3.04 CLEANING AND PROTECTION

A. Refer to Section 05 50 00.

B. Damage to Cut Metal Architectural Canopy as determined by the County Project Manager will be repaired or replaced by Contractor. The cost of such repair or replacement work shall be the responsibility of the Contractor, at no additional cost to County.

END OF DOCUMENT