

DOCUMENT 00 5501-B

Notice to Proceed FOR CONSTRUCTION (PHASE II)
(CMR)

Dated: _____, 20__

To: _____
(CMR)

Address: _____

CONTRACT FOR: Stephens Wing SPC2 Upgrade and Kitchen Relocation

You are notified that the Contract Time for construction phase services and work under the above Contract will commence to run on _____ [201__]. On that date, you are to start performing your construction obligations under the Contract Documents. In accordance with Article II of Document 00 5201 (Agreement), the dates of Substantial Completion and Final Completion for the entire Work are _____, [201__] and _____, [201__], respectively.

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

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

ALAMEDA HEALTH SYSTEM

By : _____

Its: _____

Date: _____

END OF DOCUMENT 00 5501-B

DOCUMENT 00 6113.12

CONSTRUCTION PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

- 1.01** THAT WHEREAS, ALAMEDA HEALTH SYSTEM (**Owner**), has awarded to **(Name of Contractor)** _____ as Principal Contract Number _____ dated the _____ day of _____, 20____ (the **Contract**) for the Stephens Wing SPC2 Upgrade and Kitchen Relocation is by this reference made a part hereof, for the work of the following Contract:
- Stephens Wing SPC2 Upgrade and Kitchen Relocation
- 1.02** AND WHEREAS, Principal is required to furnish a bond in connection with the Contract, guaranteeing the faithful performance thereof;
- 1.03** NOW, THEREFORE, we, the undersigned Principal and **(Name of Surety)** _____ as Surety are held and firmly bound unto Owner in the sum of [Insert "**Total Proposal Price**" identified in CMR's Proposal; subject to further revision as Trade Subcontracts are bid out, or otherwise procured, and assigned and novated to CMR per Contract Documents (e.g., Documents 00 5201 Agreement and 00 5205 Assignment and Novation Agreement)] to be paid to Owner or its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
- 1.04** THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, shall promptly and faithfully perform the covenants, conditions, and agreements of the Contract during the original term and any extensions thereof as may be granted by Owner, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless Owner as stipulated in the Contract, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.
- 1.05** No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, or work or actions by Owner to mitigate the damages resulting from any breach in performance by Contractor, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.
- 1.06** Whenever Principal shall be and declared by Owner in default under the Contract, Surety shall promptly remedy the default, or shall promptly, and in no event later than thirty (30) days from notice:
- A. Undertake through its agents or independent Contractors (but having qualifications and experience reasonably acceptable to Owner), to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all

obligations with respect to warranties, guarantees, indemnities, and the payment of liquidated damages; or

B. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and, upon determination by Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; but, in any event, Surety's total obligations hereunder shall not exceed the amount set forth in the third paragraph hereof. The term "balance of the Contract Sum," as used in this paragraph, shall mean the total amount payable by Owner to the Principal under the Contract and any amendments thereto, less the amount paid by Owner to Principal.

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

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

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

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

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

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

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ (Corp. Seal)

Company: _____ (Corp. Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Address: _____

Address: _____

END OF DOCUMENT 00 6113.12

DOCUMENT 00 6113.18

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1.01 THAT WHEREAS, ALAMEDA HEALTH SYSTEM (**Owner**), a political subdivision of the State of California, has awarded to **(Name of Contractor)** _____ as Principal Contract Number _____ dated the ____ day of _____, 20____ (the **Contract**) for the Stephens Wing SPC2 Upgrade and Kitchen Relocation is by this reference made a part hereof, for the work of the following Contract:

Stephens Wing SPC2 Upgrade and Kitchen Relocation

- A. AND WHEREAS, Principal is required to furnish a bond in connection with the Contract to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;
- B. NOW, THEREFORE, we, the undersigned Principal and (Name of Surety) _____, as Surety, are held and firmly bound unto Owner in the sum of **[Insert 100% of the "Total Bid Price" identified in CMR's Bid; subject to further revision as Trade Subcontracts are bid out and assigned and novated to CMR per Contract Documents (e.g., Documents 00 5201 Agreement and 00 5205 Assignment and Novation Agreement)]** for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
- C. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its executors, administrators, successors, or assigns approved by Owner, or its subcontractors shall fail to pay any of the persons named in California Civil Code § 9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys' fees, otherwise the above obligation shall become and be null and void.
- D. This bond shall inure to the benefit of any of the persons named in California Civil Code § 9100, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic's Lien Law.
- E. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder.
- F. Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with Contract; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the other.
- G. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

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

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corp. Seal)

Company: (Corp. Seal)

Name

Name

Title

Title

Address: _____

Address: _____

END OF DOCUMENT 00 6113.18

DOCUMENT 00 6301

**GUARANTY
(CMR)**

TO: ALAMEDA HEALTH SYSTEM (**Owner**), for construction of Stephens Wing SPC2 Upgrade and Kitchen Relocation.

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

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

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

If within one year after the date of Final Acceptance of the Work completed, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be Defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, correct such Defective Work. Contractor shall remove any Defective Work rejected by Owner and replace it with Work that is not Defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the Defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, Owner shall have all rights and remedies granted by law.

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

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

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

the Contractor under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor.

Date: _____,
20____

Contractor's name

By: _____
Signature

Print Name

Title

Street Address

City, State, Zip code

END OF DOCUMENT 00 6301

DOCUMENT 00 6530

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS
[Public Contract Code § 7100]
(CMR)

THIS AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS (**Agreement and Release**), made and entered into this [date] day of [Month], [201], by and between Alameda Health System (**Owner**), and [Name of Contractor] (**Contractor**), whose place of business is at [Address of Contractor].

RECITALS

- A. Owner and Contractor entered into a Contract for construction of [Project Name/Description] located at [Project location], Alameda County, California (**Contract**).
- B. The Work under the Contract has been completed.

AGREEMENT

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

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

Original Contract Sum \$ _____

Modified Contract Sum \$ _____

Payment to Date \$ _____

Liquidated Damages \$ _____

Payment Due Contractor \$ _____

- 2. Subject to the provisions of this Agreement and Release, Owner will forthwith pay to Contractor the sum of [_____] Dollars and _____ Cents (\$ _____) under the Contract, less any amounts withheld under the Contract or represented by any Notice to Withhold Funds on file with Owner as of the date of such payment.

- 3. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against Owner arising from the Contract, except for the claims described in paragraph 4 of this Document 00 6530. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against Owner, and all if its agents, employees, consultants, inspectors, representatives, assignees and transferees, except for the Claims set forth in paragraph 4 of this Document 00 6530. Nothing in this Agreement and Release shall limit or modify Contractor's continuing obligations described in Paragraph 6 of this Document 00 6530.

4. The following claims submitted under Document 00 7200 (General Conditions), Article XII, are disputed (hereinafter, the **Claims**) and are specifically excluded from the operation of this Agreement and Release.

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

CLAIM NO.	Date Submitted	Description of Claim	Amount of Claim

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

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.
9. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable, and if any such provision or any part thereof shall be at any

time held invalid in whole or in part under any federal, state, county, municipal or other law, ruling, or regulation, then such provision, or part thereof shall remain in force and effect only to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.

10. Contractor represents and warrants that it is the true and lawful owner of all claims and other matters released pursuant to this Agreement and Release, and that it has full right, title and authority to enter into this instrument. Each party represents and warrants that it has been represented by counsel of its own choosing in connection with this Agreement and Release.

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

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

OWNER

By: _____
Signature

Name: _____
Print

Its: _____
Title

ATTEST:

Secretary

Print

[CONTRACTOR]

By: _____
Signature

Name: _____
Print

Its: _____
Title

[CONTRACTOR]

By: _____
Signature

Name: _____
Print

Its: _____
Title

REVIEWED AS TO FORM:

Dated: _____, [201__]

Counsel for Owner

Name: _____
Print

END OF DOCUMENT 00 6530

DOCUMENT 00 6600
SUBSTITUTION REQUEST FORM
 (CMR)

To: **ALAMEDA HEALTH SYSTEM, Owner**

PROJECT: Stephens Wing SPC2 Upgrade and Kitchen Relocation	Contractor:
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Substitution Request By:	Firm:
---------------------------------	--------------

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

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

Section / Drawing	Article	Specified Item
Proposed Substitution:		

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

Contractor to complete questions that follow and certifies to the accuracy of all answers:

ARTICLE I

A. Does the substitution affect dimensions shown on Drawings? Yes ___ / No ___. If No, please explain proposed mitigation and why substitution is equivalent to originally specified item:
B. Will the undersigned pay for changes to the building design, including engineering and detailing costs caused by the requested substitution? Yes ___ / No ___. If No, please state reasons explain why substitution is equivalent to originally specified item:
C. What effect does the substitution have on other trades? No effect: ___ / Some effect___. If substitution will affect other trades, please explain the effect and why substitution is equivalent to originally specified item:
D. Will substitution cause change to Project Schedule, or to critical delivery dates? Add? Shorten? If the substitution will add to schedule dates or affect critical activities, please explain why substitution is equivalent to originally specified item:
E. Please describe differences between proposed substitution and specified item? Please explain and identify any and all differences, and please explain why substitution is equivalent to originally specified item:

F.	What is the Cost Differential to Contractor in original specified item and proposed substitution including all mark-ups? [If substitution requested during bid period, skip this question.]
G.	Are Manufacturer's guarantees for the proposed item the same as for item specified? Yes ____; No _____. If No, please explain why substitution is equivalent to originally specified item:
H.	Contractor accepts full responsibility for delays caused by redesign of other items of the Work necessitated by substitution? Yes ___ / No ___. If No, please state reasons and explain why substitution is equivalent to originally specified item:
I.	Contractor states that the function, appearance and quality are equivalent or superior to the specified item? Yes ___ / No ___. If No, please explain why substitution is equivalent to originally specified item:

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

SUBMITTED BY: _____ SIGNATURE: _____

FIRM: _____ DATE: _____

ADDRESS: _____ PHONE/ FAX: _____

REMARKS: _____

CONSULTANT	OWNER REPRESENTATIVE
RESPONSE:	RESPONSE:
<input type="radio"/> Accepted	<input type="radio"/> Accepted
<input type="radio"/> Not Accepted	<input type="radio"/> Not Accepted
<input type="radio"/> Accepted As Noted	<input type="radio"/> Accepted As Noted
<input type="radio"/> Received Too Late	<input type="radio"/> Received Too Late

Remarks: _____

Remarks: _____

By: _____

By: _____

END OF DOCUMENT 00 6600

DOCUMENT 00 6801

**ESCROW AGREEMENT FOR SECURITY DEPOSIT IN LIEU OF RETENTION
(CMR)**

California Public Contract Code § 22300

THIS ESCROW AGREEMENT (**Escrow Agreement**) is made and entered into this ____ day of _____, 201__, by and between **ALAMEDA HEALTH SYSTEM**, (**Owner**), whose address is 7677 Oakport Street, 12th Floor, Oakland, California, (**Name of Contractor**) _____ (**Contractor**), whose place of business is located at (**Contractor's Address**) _____, and [] Owner, as escrow agent OR [] (**Name of Bank**) _____, a state or federally chartered bank in the State of California, whose place of business is located at _____ (**Escrow Agent**).

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

1. Pursuant to California Public Contract Code § 22300, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Contract entered into between Owner and Contractor for the Stephens Wing SPC2 Upgrade and Kitchen Relocation, in the amount of \$_____ dated _____, 201__ (the **Contract**). Alternatively, on written request of Contractor, Owner shall make payments of the retention earnings directly to Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, Escrow Agent shall notify Owner within ten Days of the deposit. The market value of the securities at the time of substitution shall be at least equal to the cash amount then required to be withheld as retention under terms of Contract between Owner and Contractor. Securities shall be held in name of _____, and shall designate Contractor as the beneficial owner.
2. Owner shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in form and amount specified in paragraph 1 of this Document 00 6801.
3. When Owner makes payment(s) of retention earned directly to Escrow Agent, Escrow Agent shall hold said payment(s) for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when Owner pays Escrow Agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of Owner. Such expenses and payment terms shall be determined by Owner, Contractor, and Escrow Agent.
5. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to Owner.

6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from Owner to Escrow Agent that Owner consents to withdrawal of amount sought to be withdrawn by Contractor.
7. Owner shall have the right to draw upon the securities in event of default by Contractor. Upon seven Days written notice to Escrow Agent from Owner of the default, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by Owner.
8. Upon receipt of written notification from Owner certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor 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 moneys and securities on deposit and payments of fees and charges.
9. Escrow Agent shall rely on written notifications from Owner and Contractor pursuant to paragraphs 5 through 8, inclusive, of this Document 00 6801 and Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth.
10. Names of persons who are authorized to give written notice or to receive written notice on behalf of Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are stated below. Any party to this Escrow Agreement may change the name of the person who is authorized to give or to receive written notice on its behalf by delivering written notification of such change to all other parties to this Escrow Agreement at the addresses set forth below.

ON BEHALF OF OWNER:

ON BEHALF OF CONTRACTOR:

Title

Name

Signature

Address

City/State/Zip Code

Title

Name

Signature

Address

City/State/Zip Code

ON BEHALF OF ESCROW AGENT:

Title

Name

Signature

Address

City/State/Zip Code

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

OWNER

CONTRACTOR

Title

Title

Name

Name

Signature

Signature

ATTEST

Signature

Print Name

Secretary

ESCROW AGENT

Title

Print Name

Signature

REVIEWED AS TO FORM:

Counsel for Owner

Print Name

Date

At the time the Escrow Account is opened, Owner and Contractor shall deliver to Escrow Agent a fully executed counterpart of this Document 00 6801.

END OF DOCUMENT 00 6801

DOCUMENT 00 7200

**GENERAL CONDITIONS
(CMR)**

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**GENERAL CONDITIONS
(CMR)**

ARTICLE I – INTERPRETATION OF CONTRACT**1.01. Defined Terms**

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

1.02. Contract Documents

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

1.03. Precedence Of Documents

- A. In the case of discrepancy or ambiguity in the Contract Documents, the following order of precedence shall prevail:
1. Modifications in inverse chronological order (i.e., most recent first), and in the same order as specific portions they are modifying;
 2. Agreement, and terms and conditions referenced therein, and such other documents within the Division 00 5000 series (i.e., starting at 00 5200 and continuing to 00 5299) and the Division 00 6000 series (i.e., starting at 00 6000 and continuing to 00 6999);
 3. Supplementary Conditions;
 4. This Document 00 7200 (General Conditions);
 5. Division 1 Specifications;
 6. Drawings and Technical Specifications;
 7. Written numbers over figures, unless obviously incorrect;
 8. Figured dimensions over scaled dimensions;
 9. Large-scale drawings over small-scale drawings.
- B. Any conflict between Drawings and Division 2 through 49 Specifications will be resolved in favor of the document of the latest date (i.e., the most recent document), and if the dates are the same or not determinable, then in favor of Specifications.
- C. Any conflict between a bill or list of materials shown in the Contract Documents and the actual quantities required to complete Work required by Contract Documents, will be resolved in favor of the actual quantities.
- D. In the event the Specifications include divisions above Division 33 (e.g., Division 34 and above), then such divisions shall be included within the Contract Documents unless identified otherwise.

ARTICLE II – REQUIRED INVESTIGATIONS AND SUBCONTRACTORS**2.01. Contractor's Investigations**

- A. Prior to submitting its Proposal and again during its Phase I Services, Contractor must investigate fully the Work of the Contract. Contractor must visit the Site, examine thoroughly and understand fully the nature and extent of the Contract Documents, Work, Site, locality, actual conditions and

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

Proposal period of any questions, suppositions, inferences or deductions Contractor may have, for Owner's review and response by Addenda, and may not assert any such matters later that were not brought forth during the Proposal period.

- G. Prior to submitting its Proposal, during its pre-construction Phase 1 investigation and during performance of the Contract, Contractor will be charged with knowledge of all information that it should have learned in performing its required pre-Proposal and Phase 1 investigations, and shall not be entitled to change orders (time or compensation) due to information or conditions that Contractor should have known as a part of these investigations.

2.02. Supplied Information On Underground Existing Conditions

- A. Regarding Underground Facilities shown in the Contract Documents or supplied through Document 00 3020, Owner has compiled this information in good faith, relying on its records and third party records. Because of the nature and location of Owner and the Project, the existence of Underground Facilities is deemed inherent in the Work of the Contract, as is the fact that Underground Facilities are not always accurately shown or completely shown on as-built records, both as to their depth and location. In Article XIV of this Document 00 7200, this Contract establishes a heightened standard for claims involving Underground Facilities. Contractor shall consider this fact in preparing its proposal and in its planning and execution of the Work involving Underground Facilities.
- B. Regarding subsurface conditions other than Underground Facilities, shown on the Contract Documents or supplied in Document 00 3020 (Geotechnical Data and Existing Conditions), Contractor may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated in the Contract Documents. Owner is not responsible for the completeness of any subsurface condition information for preparing and submitting a proposal or for construction, Contractor's conclusions or opinions drawn from any subsurface condition information, or subsurface conditions that are not specifically shown. (For example, Owner is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown.)

2.03. Supplied Information On Above Ground Existing Conditions

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

2.04. Subcontractors (During Phase II)

- A. Consistent with Public Contract Code sections 4101 et seq., Contractor shall not substitute any other person or firm in place of any Subcontractor listed in the Proposal. Subcontractors shall not

- assign or transfer their subcontracts or permit them to be performed by any other contractor without Owner's written approval. At Owner's request, Contractor shall provide Owner with a complete copy of all executed subcontracts or final commercial agreements with Subcontractors and/or suppliers.
- B. Subcontract agreements shall preserve and protect the rights of Owner under the Contract Documents so that subcontracting will not prejudice such rights. To the extent of the Work to be performed by a Subcontractor, Contractor shall require the Subcontractor's written agreement (1) to be bound to the terms of Contract Documents and (2) to assume vis-à-vis Contractor all the obligations and responsibilities that Contractor assumes toward Owner under the Contract Documents. (These agreements include for example, and not by way of limitation, all warranties, claims procedures and rules governing submittals of all types to which Contractor is subject under the Contract Documents.)
 - C. Contractor shall provide for the assignment to Owner of all rights any Subcontractor may have against any manufacturer, supplier, or distributor for breach of warranties and guaranties relating to the Work performed by the Subcontractor under the Contract Documents.
 - D. Owner shall be deemed to be an intended third-party beneficiary of all Subcontracts (of any tier) for the provision of labor, services, supplies or material to the Project, and each such agreement shall so provide.

ARTICLE III – CONTRACT AWARD AND COMMENCEMENT OF THE WORK

3.01. Time Allowances For Performance Of Contract Documents

- A. When Contractor and Owner have signed the Contract Documents, Owner will serve a Notice to Proceed upon Contractor to that effect, either by depositing notice in a post office or post office box regularly maintained by United States Postal Service in a pre-paid wrapper directed to Contractor at legal address or (at Owner's option) by delivery by other means authorized for notices under the Contract documents at legal address.
- B. The start date for Contract Time shall be on the date indicated in the applicable Notice to Proceed. If no date is indicated, the start date for Contract Time shall be the fifth Day from the date that Contractor receives, by hand or overnight delivery or facsimile transmission, Owner's written Notice to Proceed, unless the Notice to Proceed is served by mail only, in which case the start date for Contract Time shall be the fifth Day following the mailing date.
- C. The total number of Days for completion of the Work under the Contract Documents shall be as provided in the Agreement.

3.02. Commencement Of Work

- A. The Contract Time will commence to run on the 30th Day after the issuance of the Notice of Award or, if a Notice to Proceed is given, on the date indicated in the Notice to Proceed. Owner may give a Notice to Proceed at any time within 30 Days after the Notice of Award. Contractor shall not do any Work at the Site prior to the date on which the Contract Time commences to run.

ARTICLE IV – INSURANCE AND INDEMNIFICATION

4.01. Insurance

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

ARTICLE V – DRAWINGS AND SPECIFICATIONS

5.01. Intent

- A. Drawings and Specifications are intended to describe a functionally complete and operable Project (and all parts thereof) to be constructed in accordance with the requirements of Contract Documents. Contractor shall perform any work, provide services and furnish any materials or equipment that may reasonably be inferred from the requirements of Contract Documents or from prevailing custom or trade usage as being required to produce this intended result. Contractor shall interpret words or phrases used to describe work (including services), materials or equipment, that have well-known technical or construction industry or trade meaning in accordance with that meaning. Drawings' intent specifically includes the intent to depict construction that complies with all applicable laws, codes and standards.
- B. As part of the "Work," Contractor shall provide all labor, materials, equipment, machinery, tools, facilities, services, employee training and testing, hoisting facilities, shop drawings, storage, testing, security, transportation, disposal, the securing of all necessary or required field dimensions, the cutting or patching of existing materials, notices, permits, documents, reports, agreements and any other items required or necessary to timely and fully complete Work described and the results intended by Contract Documents and, in particular, Drawings and Specifications. Divisions and Specification Sections and the identification on any Drawings shall not control Contractor in dividing Work among Subcontractors or suppliers or delineating the Work to be performed by any specific trade.
- C. Contractor shall perform reasonably implied parts of Work as "incidental work" although absent from Drawings and Specifications. Incidental work includes any work not shown on Drawings or described in Specifications that is necessary or normally or customarily required as a part of the Work shown on Drawings or described in Specifications. Incidental work includes any Work necessary or required to make each installation satisfactory, legally operable, functional, and consistent with the intent of Drawings and Specifications or the requirements of Contract Documents including required tasks to be performed under Division 1 of Specifications. Contractor shall perform incidental work without extra cost to Owner. Incidental work shall be treated as if fully described in Specifications and shown on Drawings, and the expense of incidental work shall be included in price in the Proposal and in the Contract Sum.

5.02. Drawing Details

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

5.03. Interpretation Of Drawings And Specifications

- A. Should any discrepancy appear or any misunderstanding arise as to the import of anything contained in Drawings and Specifications, or should Contractor have any questions or requests relating to Drawings or Specifications, Contractor shall refer the matter to Owner, in writing. Owner will issue with reasonable promptness written responses, clarifications or interpretations as Owner may determine necessary, which shall be consistent with the intent of and be reasonably inferable from Contract Documents. Such written clarifications or interpretations shall be binding

upon Contractor. If Contractor believes that a written response, clarification or interpretation justifies an adjustment in the Contract Sum or Contract Time, Contractor shall give Owner prompt written notice as provided in Document 01 2600 (Contract Modification Procedures). If the parties are unable to agree to the amount or extent of the adjustment, if any, then Contractor shall perform the Work in conformance with Owner's response, clarification, or interpretation and may make a written claim for the adjustment as provided in Article XII of this Document 00 7200.

5.04. Checking Of Drawings

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

5.05. Standards To Apply Where Specifications Are Not Furnished

- A. The following general specifications shall apply wherever in the Specifications, or in any directions given by Owner in accordance with or supplementing Specifications, it is provided that Contractor shall furnish materials or manufactured articles or shall do work for which no detailed specifications are shown. Materials or manufactured articles shall be of the best grade, in quality and workmanship, obtainable in the market from firms of established good reputation. If not ordinarily carried in stock, the materials or manufactured articles shall conform to industry standards for first-class materials or articles of the kind required, with due consideration of the use to which they are to be put. Material specified by reference to the number, symbol or title or a specific standard, such as a commercial standard, a Federal specification, a trade association standard, or other similar standard, must comply with the requirements thereof. Work shall conform to the usual standards or codes, such as those cited in Document 01 4100 (Regulatory Requirements), for first-class work of the kind required. Contractor shall specify in writing to Owner the materials to be used or Work to be performed under this paragraph ten Business Days prior to furnishing such materials or performing such Work.

5.06. Deviation From Specifications and Drawings

- A. Contractor shall perform Work in accordance with Drawings and Specifications, and Contractor shall not be relieved of this responsibility by the activities of the Architect/Engineer in the performance of their duties thereunder. Deviations from Drawings and from the dimensions therein given, or from the Specifications, whether or not error is believed to exist, shall be made only when approved in writing by Owner. Contractor may deviate from Drawings or the dimensions given in the Drawings, and may deviate from the Specifications, only upon Owner's advance written approval of the proposed deviation, either by Change Order or by Instruction Bulletin.
- B. Instruction Bulletins changing the approved drawings and technical specifications may also be used to prevent undue delay.
- C. Contractor acknowledges that changes are a normal feature of construction projects. Contractor shall rely on its experience and proactively cooperate, coordinate and schedule RFI's, submittals,

field questions, inspections, and document assembly, to facilitate the prompt and efficient use of the Change Order and Instruction Bulletin procedure as necessary to prevent delay in actual field construction.

- D. Owner may order that locations, lines and grades for Work vary from those shown on Drawings. Changes may be made in locations, lines or grades for Work under any item of Contract Documents. No payment in addition to unit price fixed in the Contract Documents for Work under respective items will be allowed on account of variations from Drawings in unit price items. In lump sum contracts, or where there are no unit price items covering Work affected by variations of locations, lines or grades, all changes in the Contract Documents will be made as set forth in Article XIV of this Document 00 7200.

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

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

ARTICLE VI – CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

6.02. Mutual Responsibility

- A. Contractor shall afford all other contractors, utility owners and Owner (if Owner is performing work with its own forces), proper and safe access to the Site, and reasonable opportunity for the installation and storage of their materials. Contractor shall ensure that the execution of its Work properly connects and coordinates with others’ work, and shall cooperate with them to facilitate the progress of the Work.
- B. Contractor shall coordinate its Work with the work of other separate contractors, Owner, and utility owners. Contractor shall hold coordination meetings with other contractors, Owner and its representatives, and utility owners as required by Document 01 3100 (Project Management and Coordination).
- C. Unless otherwise provided in the Contract Documents, Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of other separate contractors, Owner or utility owners by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of Owner and the others whose work will be affected.
- D. To the extent that any part of Contractor’s Work is to interface with work performed or installed by other contractors or utility owners, Contractor shall inspect and measure the in-place work. Contractor shall promptly report to Owner in writing any defect in in-place work that will impede or

increase the cost of Contractor's interface unless corrected. Owner will require the contractor responsible for the Defective Work to make corrections so as to conform to its contract requirements, or, if the defect is the result of an error or omission in the Contract Documents, issue a Change Order. If Contractor fails to measure, inspect and/or report to Owner in writing defects that are reasonably discoverable, Contractor shall bear all costs of accomplishing the interface acceptable to Owner. This provision shall be included in any and all other contracts or subcontracts for Work to be performed where such a conflict could exist.

6.03. Owner Authority Over Coordination

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

ARTICLE VII – PAYMENT BY OWNER

7.01. Receipt And Processing Of Applications For Payment

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

ARTICLE VIII – CONTROL OF THE WORK

8.01. Subcontractors

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

8.02. Supervision Of Work By Contractor

- A. Contractor shall coordinate the Work and not delegate any responsibility for coordination to any subcontractor. Contractor shall anticipate the inter-relationship of all subcontractors and their relationship with the total Work. Contractor shall coordinate the work of subcontractors and

- material suppliers, so that their work is performed in a manner to minimize interference with and to facilitate the progress of the Work.
- B. Contractor shall supervise, inspect, and direct Work competently and efficiently, devoting the attention and applying such personal skills and expertise as may be required and necessary to perform Work in accordance with Contract Documents. Contractor shall be solely responsible for and have control and charge of construction means, methods, techniques, sequences and procedures, safety precautions and programs in connection with the Work. Contractor shall be responsible to see that the completed Work complies accurately with Contract Documents.
 - C. Contractor shall designate and keep on the Site at all times during Work progress a competent resident Superintendent or Project Manager, who once designated, shall not be replaced without Owner's express written consent. All disclosures and requirements applicable to Contractor's Superintendent or Project Manager set forth in Document 00 4513 (Requirements for Statement of Qualifications) shall apply to any proposed replacement Superintendent or Project Manager. If Contractor proposes to replace any Superintendent or Project Manager, the existing Superintendent or Project Manager shall remain on the Project until a new Superintendent or Project Manager is approved by Owner. The Superintendent or Project Manager shall be Contractor's representative at the Site and shall have complete authority to act on behalf of Contractor. All communications to and from the Superintendent or Project Manager shall be as binding as if given to or by Contractor.

8.03. Observation Of Work By Owner

- A. Owner Representative(s). Owner Representative(s) will have limited authority to act on behalf of Owner as set forth in the Contract Documents. Except as otherwise provided in these Contract Documents or subsequently identified in writing by Owner, Owner will issue all communications to Contractor through Owner Representative, and Contractor shall issue all communications to Owner through Owner Representative in a written document delivered to Owner. Should any direct communications between Contractor and Owner's consultants, architects or Architect/Engineers not identified in Article II of the Agreement occur during field visits or by telephone, Contractor shall immediately confirm them in a written document copied to Owner.
- B. Means And Methods Of Construction. Subject to those rights specifically reserved in the Contract Documents, Owner will not supervise, or direct, or have control over, or be responsible for, Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or Contractor's failure to comply with laws and regulations applicable to the furnishing or performance of Work. Owner will not be responsible for Contractor's failure to perform or furnish the Work in accordance with Contract Documents.
- C. In exercising its responsibilities and authorities under the Contract Documents, Owner does not assume any duties or responsibilities to any Subcontractor or supplier and does not assume any duty of care to Contractor, Contractor's Subcontractors or suppliers. Except as expressly set forth in the Contract Documents, in exercising their respective responsibilities and authorities under the Contract Documents, neither Architect/Engineer nor any Owner Representative assume any duties or responsibilities to any Subcontractor, sub-Subcontractor or supplier nor assume any duty of care to Contractor or any Subcontractor, sub-Subcontractor or suppliers.
- D. Work shall be performed under Owner's general observation and administration. Contractor shall comply with Owner's directions and instructions in accordance with the terms of Contract Documents, but nothing contained in these General Conditions shall be taken to relieve Contractor of any obligations or liabilities under the Contract Documents. Owner's failure to review or, upon

- review, failure to object to any aspect of Work reviewed, shall not be deemed a waiver or approval of any non-conforming aspect of Work.
- E. Owner may engage an independent consultant or Architect/Engineer (collectively for purposes of this paragraph, "**Consultant**") to assist in administering the Work. If so engaged, Consultant will advise and consult with Owner, but will have authority to act on behalf of Owner only to extent provided in the Contract Documents or as set forth in writing by Owner. Consultant will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with Work. Consultant will not be responsible for or have control over the acts or omissions of Contractor, Subcontractors or their agents or employees, or any other persons performing Work.
 - F. Consultant may review Contractor's submittals, such as Shop Drawings, Product Data, and Samples, but only for conformance with design concept of Work and with information given in the Contract Documents.
 - G. Consultant may visit the Site at intervals appropriate to stage of construction to become familiar generally with the progress and quality of Work and to determine in general if Work is proceeding in accordance with Contract Documents. Based on its observations, Consultant may recommend to Owner that it disapprove or reject Work that Consultant believes to be defective or will not produce a complete Project that conforms to Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by Contract Documents. Owner will also have authority to require special inspection or testing of Work, whether or not the Work is fabricated, installed or completed.
 - H. Consultant may conduct inspections to recommend to Owner the dates that Contractor has achieved Substantial Completion and Final Acceptance, and will receive and forward to Owner for review written warranties and related documents required by Contract Documents.

8.04. Access To Work

- A. During performance of Work, Owner and its agents, officers, consultants, and employees may at any time enter upon Work, shops or studios where any part of the Work may be in preparation, or factories where any materials for use in Work are being or are to be manufactured, and Contractor shall provide proper and safe facilities for this purpose, and shall make arrangements with manufacturers to facilitate inspection of their processes and products to such extent as Owner's interests may require. Other contractors performing work for Owner may also enter upon Work for all purposes required by their respective contracts. Subject to the rights reserved in the Contract Documents, Contractor shall have sole care, custody, and control of the Site and its Work areas.
- B. Owner may, at any time, and from time to time, during the performance of the Work, enter the Work Site for the for the purpose of installing any necessary work by Owner labor or other contracts, and for any other purpose in connection with the installation of facilities. In doing so, Owner shall endeavor not to interfere with Contractor and Contractor shall not interfere with other work being done by or on behalf of Owner.
- C. If, prior to completion and final acceptance of all the Work, Owner takes possession of any structure or facility (whether completed or otherwise) comprising a portion of the Work with the intent to retain possession thereof (as distinguished from temporary possession contemplating return to Contractor), then, while Owner is in possession of the same, Contractor shall be relieved of liability for loss or damage to such structure other than that resulting from Contractor's fault or negligence. Such taking of possession by Owner shall not relieve Contractor from any provisions of the Contract respecting such structure, other than to the extent specified in the preceding

sentence, nor constitute a final acceptance of such structure or facility. See also Document 01 1000 (Summary).

- D. If, following installation of any equipment or facilities furnished by Contractor, defects requiring correction by Contractor are found, Owner shall have the right to operate such unsatisfactory equipment or facilities and make reasonable use thereof until the equipment or facilities can be shut down for correction of defects without injury to Owner.

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

9.01. Warranty And Guaranty

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

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

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

9.02. Inspection Of Work

- A. All materials, equipment, and workmanship used in Work shall be subject to inspection and testing at all times during construction and/or manufacture in accordance with the terms of Contract Documents. Work and materials, and manufacture and preparation of materials, from beginning of construction until final completion and acceptance of Work, shall be subject to inspection and rejection by Owner, its agents, representatives or independent contractors retained by Owner to perform inspection services, or governmental agencies with jurisdictional interests. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and program so that they may comply therewith as applicable. Upon request or where specified, Owner shall be afforded access for inspection at the source of supply, manufacture or assembly of any item of material or equipment, with reasonable accommodations supplied for making such inspections.
- B. Contractor shall give Owner and all inspection personnel timely notice of readiness of Work for all required inspections, tests or approvals, shall schedule and coordinate the same, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests. Contractor shall also coordinate, schedule and give adequate notice to the appropriate inspection personnel of any Work that can only be inspected as it is placed or assembled (for example, concrete or masonry work), to enable the constant presence of such inspection personnel during such Work.
- C. In the event that a scheduled inspection is canceled in less than 24 hours' notice by Contractor and Owner incurs costs associated with the cancellation, Contractor will reimburse Owner for the actual costs of the canceled inspections. The amount will be deducted from payment owed Contractor.
- D. If applicable laws or regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, and furnish Owner with the required certificates of inspection, or approval. Owner will pay the cost of initial testing and Contractor shall pay all costs in connection with any follow-up or additional testing. Contractor shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for the acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

- E. If Contractor covers any Work, or the work of others, prior to any required inspection, test or approval without written approval of Owner, Contractor shall uncover the Work at Owner's request. Contractor shall bear the expense of uncovering Work and replacing Work.
- F. In any case where Contractor covers Work contrary to Owner's request, Contractor shall uncover Work for Owner's observation or inspection at Owner's request. Contractor shall bear the cost of uncovering Work.
- G. Whenever required by Owner, Contractor shall furnish tools, labor and materials necessary to make examination of Work that may be completed or in progress, even to extent of uncovering or taking down portions of finished Work. Should Work be found unsatisfactory, cost of making examination and of reconstruction shall be borne by Contractor. If Work is found to be satisfactory, Owner, in manner herein prescribed for paying for alterations, modifications, and extra Work, except as otherwise herein specified, will pay for examination.
- H. Inspection of the Work by or on behalf of Owner, or Owner's failure to do so, shall not under any circumstances be deemed a waiver or approval of any non-conforming aspect of the Work. Rather, in the absence of a written Change Order or Instruction Bulletin signed by Owner, Contractor's duty to perform Work in conformance with the Contract Documents shall be absolute.
- I. Any inspection, evaluation, or test performed by or on behalf of Owner relating to the Work is solely for the benefit of Owner, and shall not be relied upon by Contractor. Contractor shall not be relieved of the obligation to perform Work in accordance with the Contract Documents, nor relieved of any guaranty, warranty, or other obligation, as a result of any inspections, evaluations, or tests performed by Owner, whether or not such inspections, evaluations, or tests are permitted or required under the Contract Documents. Contractor shall be solely responsible for testing and inspecting Work already performed to determine whether such Work is in proper condition to receive later Work.

9.03. Correction Of Defective Work

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

1. With respect to equipment and machinery supplied by Contractor and incorporated into the Work, if within one year after the date of Final Completion of the portion of the Work incorporating the equipment and/or machinery (or, to the extent expressed by Change Order or Certificate of Final Completion, one year after Owner's written acceptance of such equipment), or such longer period as may be prescribed by laws or regulations, or by the terms of the Contract Documents, any equipment or machinery is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, correct such Defective Work
 2. With respect to structures within the scope of Work, if within one year after the date of Final Acceptance, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, correct such Defective Work.
 3. Contractor shall remove any Defective Work rejected by Owner and replace it with Work that is not defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the Defective Work corrected or the rejected Work removed and replaced.
 4. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, Owner shall have all rights and remedies granted by law.
- D. Additionally, in special circumstances where a part of the Work is occupied or a particular item of equipment is placed in continuous service before Final Acceptance of all the Work, the correction period for that part of Work or that item may start to run from an earlier date if so provided by Change Order or Certificate of Substantial Completion.
- E. Where Defective Work or rejected Work (and damage to other Work resulting therefrom) has been removed and replaced under this provision after the commencement of the correction period, the correction period hereunder with respect to such Work shall be extended for an additional period of one year after such removal and replacement has been satisfactorily completed.
- F. If following installation of any equipment, machinery, or facilities furnished by Contractor, defects requiring correction by Contractor are found, Owner shall have the right to operate such defective equipment or facilities and make reasonable use thereof until the equipment, machinery, or facilities can be shut down for correction of defects without causing injury to Owner.

9.04. Acceptance And Correction Of Defective Work By Owner

- A. Owner may accept Defective Work. Contractor shall pay all claims, costs, losses and damages attributable to Owner's evaluation of and determination to accept such Defective Work. If Owner accepts any Defective Work prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, Owner may deduct from moneys due Contractor, all claims, costs, losses, damages, expenses and liabilities attributable to the Defective Work. If Contractor disagrees with Owner's calculations, Contractor may make a claim as provided in Article XII of this Document 00 7200. If Owner accepts any Defective Work after final payment, Contractor shall pay to Owner, an appropriate amount as determined by Owner.

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

9.05. Rights Upon Inspection Or Correction

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

9.06. Samples And Tests Of Materials And Work

- A. Contractor shall furnish, in such quantities and sizes as may be required for proper examination and tests, samples or test specimens of all materials to be used or offered for use in connection with Work. Contractor shall prepare samples or test specimens at its expense and furnish them to Owner. Contractor shall submit all samples in ample time to enable Owner to make any necessary tests, examinations, or analyses before the time it is desired to incorporate the material into the Work. Tests must be by a Laboratory accepted by Owner and paid for by Contractor. Contractor must pay all costs of all tests; if a test fails, Contractor must pay for subsequent tests until passage. The Laboratory must submit certified copies of all test reports directly to Owner and Contractor by 10 a.m. of the second workday after performing each test.
- B. Owner may inspect the production of any material, or the manufacture of any product at the source of supply. Such inspection, however, will not be undertaken until Owner is assured of the cooperation and assistance of both Contractor and producer. Owner or its authorized representatives shall have free entry at all times to the parts of the plant Manufacturing or

- producing such materials. Adequate facilities must be provided free of charge to make the necessary inspections. Owner assumes no obligation to inspect materials at source of supply.
- C. Owner may permit the use of certain materials or assemblies before sampling and testing if accompanied by a Certificate of Compliance stating that the materials comply in all respects with the requirements of the Contract Documents. The Manufacturer of the material or assembly must sign the Certificate of Compliance. A Certificate of Compliance must be submitted with each lot of material delivered to the Project and the lot so certified must be clearly identified in the Certificate of Compliance.
 - D. Owner may sample and test all materials used pursuant to a Certificate of Compliance at any time. The fact that material is used pursuant to a Certificate of Compliance does not relieve Contractor of responsibility for incorporating material in the Work which conforms to the requirements of the Contract Documents; and any such material not conforming to such requirements will be subject to rejection whether in place or not.
 - E. Owner reserves the unrestricted right to refuse to permit the use of material pursuant to a Certificate of Compliance.
 - F. Owner will set the form of the Certificate of Compliance and its disposition.

9.07. Proof Of Compliance Of Contract Provisions

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

9.08. Acceptance

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

ARTICLE X – CONTRACTOR’S ORGANIZATION AND EQUIPMENT

10.01. Contractor’s Legal Address

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

10.02. Contractor's Office At The Work Site

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

10.03. Contractor's Superintendents Or Forepersons

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

10.04. Proficiency In English

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

10.05. Contractor's And Subcontractors' Employees

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

10.06. Contractor To List Trades Working

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

10.07. Contractor's Use Of The Site

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

ARTICLE XI – PROSECUTION AND PROGRESS OF THE WORK**11.01. Contractor To Submit Required Schedules**

- A. Contractor shall submit schedules and reports, Shop Drawings and Submittal Procedures in the appropriate quantity and within the required time, arrange conferences and meetings and proceed

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

11.02. Contractor To Submit Submittals And Shop Drawings

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

11.03. Contractor To Maintain Cost Data

- A. Contractor shall maintain full and correct information as to the number of workers employed in connection with each subdivision of Work, the classification and rate of pay of each worker in form of certified payrolls, the cost to Contractor of each class of materials, tools and appliances used by Contractor in Work, and the amount of each class of materials used in each subdivision of Work. Contractor shall provide Owner with monthly summaries of this information. If Contractor maintains or is capable of generating summaries or reports comparing actual Project costs with Proposal estimates or budgets, Contractor shall provide Owner with a copy of such report upon Owner's request and whenever it is generated.
- B. Contractor shall maintain daily job reports recording all significant activity on the job, including the number of workers on Site, Work activities, problems encountered and delays. Contractor shall provide Owner with copies for each Day Contractor works on the Project, to be delivered to Owner either the same Day or the following morning before starting work at the Site. Contractor shall take

- monthly progress photographs of all areas of the Work. Contractor shall maintain copies of all correspondence with Subcontractors and records of meetings with Subcontractors.
- C. Owner shall have the right to audit and copy Contractor's books and records of any type, nature or description relating to the Project (including but not limited to financial records reflecting in any way costs claimed on the Project), and to inspect the Site, including Contractor's trailer, or other job Site office, and this requirement shall be contained in the subcontracts of Subcontractors working on Site. By way of example, Owner shall have the right to inspect and obtain copies of all Contract Documents, planning and design documents, proposal and negotiation documents, cost records and job cost variance reports, design modification proposals, value engineering or other cost reduction proposals, revisions made to the original design, job progress reports, photographs, and as-built drawings maintained by Contractor. Owner and any other applicable governmental entity shall have the right to inspect all information and documents maintained under this Article XI at any time during the Project and for a period of five years following Final Completion. This right of inspection shall not relieve Contractor of its duties and obligations under the Contract Documents. This right of inspection shall be specifically enforceable in a court of law, either independently or in conjunction with enforcement of any other rights in the Contract Documents.
 - D. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Contract Modifications, Change Orders, Work Directives, Force Account orders, and written interpretations and clarifications in good order and annotated to show all changes made during construction. These Project Record Documents, together with all approved Samples and a counterpart of all approved Shop Drawings, shall be maintained and available to Owner for reference. Upon completion of the Work, Contractor shall deliver to Owner, the Project Record Documents, Samples and Shop Drawings and as-built drawings.

11.04. Contractor To Supply Sufficient Workers And Materials

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

approval of existing Work progress or a waiver or limitation of Owner's right to exercise such rights in other concurrent or future similar circumstances. (The rights conferred upon Owner under this subparagraph are, like all other such rights, cumulative to Owner's other rights under any provision of the Contract Documents.)

11.05. Contractor To Locate Underground Facilities

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

11.06. Contractor's To Protect Underground Facilities

- A. At all times during construction, all operating Underground Facilities shall remain in operation, unless the Contract Documents expressly indicate otherwise. Contractor shall maintain such Underground Facilities in service where appropriate; shall repair any damage to them caused by the Work; and shall incorporate them into the Work, including reasonable adjustments to the design location (including minor relocations) of the existing or new installations. Contractor shall take immediate action to restore any in service installations damaged by Contractor's operations.
- B. Prior to performing Work at the Site, Contractor shall lay out the locations of Underground Facilities that are to remain in service and other significant known underground installations indicated by the Underground Facilities Data. Contractor shall further locate, by carefully excavating with small equipment, potholing and principally by hand, all such utilities or installations that are to remain and that are subject to damage. If additional utilities whose locations are unknown are discovered, Contractor shall immediately report to Owner for disposition of the same. Additional compensation or extension of time on account of utilities not shown or otherwise brought to Contractor's attention, including reasonable action taken to protect or repair damage, shall be determined as provided in this Document 00 7200.

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

11.07. Contractor To Not Disrupt Owner Operation

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

ARTICLE XII – CLAIMS BY CONTRACTOR / NON-JUDICIAL SETTLEMENT PROCEDURE

12.01. Scope

- A. The claim notice and documentation procedure described in this Article XII applies to all claims and disputes arising under the Contract Documents, including without limitation any claim or dispute by any Subcontractor or material supplier, and any claims arising under tort law as well as contract law. All Subcontractor and supplier claims of any type shall be brought only through Contractor as provided in this Article XII. Under no circumstances shall any Subcontractor or supplier make any direct claim against Owner.
- B. "Claim" means a written demand or written assertion by Contractor seeking, as a matter of right, the payment of money, the adjustment or interpretation of Contract Documents terms, or other relief arising under or relating to Contract Documents. In order to qualify as a "claim," the written demand must state that it is a claim submitted under this Article XII. A voucher, invoice, proposed change, Application for Payment, cost proposal, RFI, change order request, or other routine or authorized form of request for payment is not a claim under the Contract Documents. If such request is disputed as to liability or amount, then the disputed portion of the submission may be converted to a claim under the Contract Documents by submitting a separate notice and claim in compliance with claim submission requirements herein.
- C. The provisions of this Article XII constitute a non-judicial claim settlement procedure, and also step one of a two-step claim presentment procedure by agreement under Section 930.2 of the California Government Code. Specifically, step one is compliance with this contract claims procedure and filing/administering timely contract claims in accordance with the Contract Documents. Step two is filing a timely Government Code section 910 claim in accordance with the California Government Code. Any Government Code section 910 claims shall be presented in accordance with the Government Code and shall affirmatively indicate Contractor's prior compliance with the claims procedure herein and previous dispositions under this Article.
- D. The provisions of this Article XII shall survive termination, breach or completion of the Contract Documents. Contractor shall bear all costs incurred in the preparation and submission of a claim.

12.02. Procedure

- A. Disputed Work. Should any clarification, determination, action or inaction by Owner or Architect/Engineer, Work, third party, or any other event whatsoever, in the opinion of Contractor, exceed the requirements of or not comply with Contract Documents in any way, or otherwise result in Contractor seeking additional compensation in time or money or damages for any reason (collectively "Disputed Work"), then Contractor shall so notify Owner. Contractor and Owner shall make good faith attempts to resolve informally any and all such issues, claims and/or disputes.
- B. Duty to Work During Disputes. Notwithstanding any dispute or Disputed Work, Contractor shall continue to prosecute the Work and the Disputed Work in accordance with the determinations of Owner. Contractor's sole remedy for Disputed Work is to pursue the remedies in this Article XII and follow the determinations of Owner.
- C. Timely Notice of Disputed Work Required. Before commencing any Disputed Work, or within ten (10) Days after Contractor's first knowledge of the Disputed Work, whichever is earlier, Contractor shall file a written notice and preliminary cost proposal for the Disputed Work with Owner stating clearly and in detail its objection and reasons for contending the Disputed Work is outside or in breach of the requirements of Contract Documents. The written notice must identify the subcontractors, vendors, suppliers effected, if any, sufficient for Owner to visit the site to inspect the work and/or conduct a telephonic interview of the persons involved, and/or to photograph the work in question; and Contractor is encouraged to supply digital photographs by email if possible. The preliminary cost proposal must provide a good faith preliminary estimate of the labor (workers, crews), equipment and/or materials involved, and a corresponding good faith preliminary estimate of cost. Unless an extension of time is allowed under paragraph 12.06.C. below, if a written notice and preliminary cost proposal for Disputed Work is not issued within this time period, or if Contractor proceeds with the Disputed Work without first having given the notice of the Disputed Work, Contractor shall waive its rights to further claim on the specific issue.
- D. Timely Notice of Potential Claims Required. Owner will review Contractor's timely notice and preliminary cost proposal for Disputed Work and provide a decision. If, after receiving the decision, Contractor disagrees with it or still considers the Work required of it to be outside of the requirements of Contract Documents, then Contractor shall so notify Owner, in writing, within ten (10) Days after receiving the decision, by submitting a notice of potential claim, stating that a formal claim will be issued. (If Owner should fail to provide a decision on a notice and preliminary cost proposal within thirty (30) days, then Contractor shall submit a notice of potential claim within ten days following the thirtieth (30th) day, i.e., or by the 40th day following the notice and preliminary cost proposal.) Contractor shall continue to prosecute the Disputed Work to completion.
- E. Quarterly Claims Required. At the end of each calendar year quarter (March 31, June 30, September 30 and December 31) of each year, for each and every notice of potential claim that Contractor may have submitted in that quarter, Contractor shall submit a formal claim in the form specified herein. Contractor may file a single consolidated claim each quarter, or may file separate claims each quarter, as Contractor sees fit, provided Contractor complies with the requirements below. (Contractor may defer until the next reporting period the filing of a formal claim for any notices of potential claim timely issued within the last 15 days of the prior quarter.) The formal claim(s) shall include all arguments, justification, cost or estimates, schedule analysis, and detailed documentation supporting Contractor's position, for each notice of potential claim that Contractor intends to pursue as a formal claim (further described below).

- F. Claim Updates Required. If Disputed Work persists longer than a single calendar quarter, then Contractor shall, every quarter until the Disputed Work ceases, submit to Owner a document titled "Claim Update" that shall update and quantify all elements of the claim as completely as possible. Contractor's failure to submit a Claim Update or to quantify costs every quarter shall result in waiver of the claim for that period. Claims or Claim Updates stating that damages, total damages (direct and indirect), schedule impact and/or any time extension will be determined at a later date shall not comply with this subparagraph and shall result in Contractor waiving its claim(s). Contractor shall also maintain a continuing "claims log" that shall list all outstanding claims and their value, and provide such log to Owner quarterly.
- G. Claim Negotiations required. Upon receipt of Contractor's formal claim(s) including all arguments, justifications, cost or estimates, schedule analysis, and documentation supporting its position as required herein, Owner or its designee will review and respond to each claim as required by and within the times stated in Public Contract Code section 9204 (AB 626). Contractor and Owner shall comply with Public Contract Code section 9204 with respect to each claim submitted by Contractor.

12.03. Claim Format

- A. Contractor shall submit the formal claim(s) with a cover letter and certification of the accuracy of the formal claim.
- B. The formal claim(s) shall list separately each notice of potential claim that Contractor intends to pursue as a formal claim(s), and for each such item separately, Contractor shall provide the following:
1. Summary of the claim, including underlying facts, entitlement, schedule analysis, quantum calculations, contract provisions supporting relief;
 2. List of documents relating to claim including Specifications, Drawings, clarifications/requests for information, schedules, notices of delay, and any others;
 3. Chronology of events and correspondence;
 4. Analysis of claim merit;
 5. Analysis of claim cost; and
 6. Attach supporting cost and schedule documents as required in this Article and elsewhere in the Contract Documents (e.g., Document 01 2600).
- C. For each notice of potential claim that Contractor intends to pursue as a formal claim, Contractor shall establish in the formal claim a direct causal link between the separate item of cost/time requested, the separate notices of potential claim timely issued, and the specific changed Work asserted. Total cost claims shall not be allowed.
- D. Claims shall be calculated in the same manner as Change Orders per Document 01 2600 (Contract Modification Procedures). EXCEPT WHERE PROVIDED BY LAW, OR ELSEWHERE IN THESE CONTRACT DOCUMENTS (IF APPLICABLE), OWNER SHALL NOT BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES, AND CONTRACTOR SHALL NOT INCLUDE THEM IN ITS CLAIMS. CONTRACTOR SHALL BE LIMITED IN ITS RECOVERY ON CLAIMS TO THE CHANGE ORDER CALCULATIONS SET FORTH IN DOCUMENT 01 2600.

12.04. Mediation

- A. Contractor and Owner shall mediate claims as required under Public Contract Code section 9204.
- B. If Contractor's claims submitted in accordance with this Article XII at Project completion total less than \$375,000, then claims resolution shall first proceed in the manner prescribed by Article 1.5,

Chapter 1, Part 3 of Division 2 of the California Public Contract Code, found in Document 01 4000 (Quality Requirements).

- C. If Contractor's claims submitted in accordance with this Article XII at Project completion exceed \$375,000, then, as a condition precedent to thereon, such claims must first be mediated. Mediation shall be non-binding and utilize the services of a mediator mutually acceptable to the parties and, if the parties cannot agree, a mediator selected by the American Arbitration Association from its panel of approved mediators trained in construction industry mediation, having a minimum of twenty (20) years' experience in the construction industry. All statutes of limitation shall be tolled from the date of the demand for mediation until a date two weeks following the mediation's conclusion. All unresolved Contractor claims shall be submitted to the same mediator. The cost of mediation shall be equally shared.

12.05. Subcontractor Claims

- A. Contractor shall present as its claims all Subcontractor, sub-Subcontractor and supplier claims of any type, and prove them under the terms of the Contract Documents. Owner shall not be directly liable to any Subcontractor, any supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages or extra costs of any type arising out of or resulting from the Project.

12.06. Waiver

- A. If Contractor fails to comply with this Article XII as to any claim, then Contractor shall waive its rights to such claim.
- B. All claim(s), Disputed Work items or issue(s) not raised in a timely notice, timely notice of potential claim and then timely claim submitted under this Article XII, may not be asserted in any subsequent Government Code section 910 claim, litigation or legal action.
- C. Contractor may request an extension of time to comply with the claims procedure herein, but must do so in advance of time periods expiring and Owner must give its approval in writing (which approval may be withheld in Owner discretion.) Further, if Contractor provides its written notice and preliminary cost proposal under paragraph 12.03.B. above within 11 to 25 Days of first knowledge of the Disputed Work (i.e., up to 15 Days late), then Owner will approve the late submission provided Contractor demonstrates a manifest lack of prejudice to Owner. As to any other feature of the claim procedure herein (and its claims waiver feature), it may not be waived or altered absent a written change order signed by both parties and approved as to form by their legal counsel.
- D. Owner shall not be deemed to waive or alter any provision under this Article XII, if at Owner's sole discretion, a claim is administered in a manner not in accord with this Article XII.

ARTICLE XIII – LEGAL AND MISCELLANEOUS

13.01. Laws And Regulations

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

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

13.02. Permits And Taxes

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

13.03. Suspension Of Work

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

13.04. Termination Of Contract For Cause

- A. Owner may declare Contractor in default of Contract Documents and Owner may terminate Contractor's right to proceed under the Contract Documents for cause:

1. Should Contractor make an assignment for the benefit of creditors; admit in writing its inability to pay its debts as they become due; file a voluntary petition in bankruptcy; be adjudged a bankrupt or insolvent; be the subject of an involuntary petition in bankruptcy which is not dismissed within 60 Days; file a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation; file any answer admitting or not contesting the material allegations of a petition filed against Contractor in any such proceeding; or seek, consent to, or acquiesce in, the appointment of any trustee, receiver, custodian or liquidator of Contractor or of all or any substantial part of its properties or if Contractor, its directors or shareholders, take action to dissolve or liquidate Contractor; or
 2. Should Contractor commit a material breach of the Contract Documents. If Owner declares Contractor in default due to material breach, however, Owner must allow Contractor an opportunity to cure such breach within ten Days of the date of notice from Owner to Contractor providing notice of the default; or, if such breach is curable but not curable within such ten-Day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Contractor to avail itself of a time period in excess of ten Days, Contractor must provide Owner within the ten-Day period with a written plan ["cure plan"] acceptable to Owner to cure said breach which includes, for example, evidence of necessary resources, actual Subcontractor commitments, actual labor commitments, schedules and recovery schedules meeting Contract Document requirements and showing a realistic and achievable plan to cure the breach. Contractor must then diligently commence and continue such cure according to the written cure plan); or
 3. Should Contractor violate or allow (by a Subcontractor or other person or entity for which Contractor is responsible) a violation of any valid law, statute, regulation, rule, ordinance, permit, license or order of any governmental agency applicable to the Project or Work and does not cure (or cause to be cured) such violation within ten Days of the date of the notice from Owner to Contractor demanding such cure; or, if such violation is curable but not curable within such ten-Day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Contractor to avail itself of a time period in excess of ten Days, Contractor shall provide Owner within the ten-Day period with a written plan to cure said violation acceptable to Owner, and then diligently commence and continue performance of such cure according to the written plan.)
- B. If Owner at any time reasonably believes that Contractor is or may be in default under the Contract Documents as provided above, then Owner may in its sole discretion notify Contractor of this fact and request written assurances from Contractor of performance of Contract Documents and a written plan from Contractor to remedy any default under the terms of Contract Documents which Owner may advise Contractor of in writing. Contractor shall, within 10 Days of Owner's request, deliver a written cure plan which meets the requirements of the written cure plan deliverable defined above. Failure of Contractor to provide such written assurances of performance and the required written cure plan, within ten Days of request, will constitute a material breach of Contract Documents sufficient to justify termination for cause.
- C. In event of termination for cause, Owner will immediately serve written notice thereof upon Surety and Contractor. Surety shall have the rights and obligations set forth in Document 00 6113.12 (Construction Performance Bond). Subject to the Surety's rights under the Performance Bond (which rights are waived upon a default thereunder), Owner may take over the Work and prosecute it to completion by contract or by any other methods it may deem advisable.
- D. In the event of termination for cause:

1. Owner will compensate Contractor for the value of the Work delivered to Owner upon termination as determined in accordance with the Contract Documents, subject to all rights of offset and back charges, and provided that Contractor provides Owner with updated as-builts and Project Record Documents showing the Work performed up to the date of termination. However, Owner will not compensate Contractor for its costs in terminating the Work or any cancellation charges owed to third parties.
 2. Contractor shall deliver to Owner possession of the Work in its then condition including, but not limited to, all designs, architectural and engineering, Project records, Project Record Documents, cost data of all types, Drawings and Specifications and contracts with vendors and Subcontractors, all other documentation associated with the Project, and all construction supplies and aids dedicated solely to performing the Work which, in the normal course of construction, would be consumed or only have salvage value at the end of the construction period. Contractor shall remain fully liable for the failure of any Work completed and materials and equipment provided through the date of such termination to comply with the provisions of the Contract Documents. The provisions of this subparagraph shall not be interpreted to diminish any right which Owner may have to claim and recover damages for any breach of Contract Documents or otherwise, but rather, Contractor shall compensate Owner for all loss, cost, damage, expense, and/or liability suffered by Owner as a result of such termination and failure to comply with Contract Documents.
 3. Owner's rights under this subparagraph shall be specifically enforceable to the greatest extent permitted by law. Owner shall, to the extent applicable, have all other rights and remedies set forth in any Request for Proposal Document.
- E. Owner may terminate portions or parts of the Work for cause, provided these portions or parts (1) have separate geographic areas from parts or portions of the Work not terminated or (2) are limited to the work of one or more specific trades or Subcontractors. In such case, Contractor shall cooperate with a completing contractor as required under Article VI of this Document 00 7200.
- F. In the event a termination for cause is later determined to have been made wrongfully or without cause, then Contractor shall have no greater rights than if a termination for convenience had been effected (to include, as appropriate, the recovery rights specified therefore.) Any Contractor claim arising out of a termination for cause, however, shall be made in accordance with Article XII of this Document 00 7200. No other loss cost, damage, expense or liability may be claimed, requested or recovered by Contractor.

13.05. Termination Of Contract For Convenience

- A. Owner may terminate for convenience the performance of the Work under the Contract Documents in accordance with this clause in whole, or from time to time in part, whenever Owner shall determine that termination is in Owner's best interest. Termination for convenience may only be effected by Owner delivering to Contractor a written "Notice of Termination for Convenience", specifying the extent to which performance of the Work under the Contract Documents is terminated and the effective date of the termination.
- B. After receiving a notice of termination for convenience under this subparagraph, and except as otherwise directed by Owner, Contractor shall:
1. Stop Work under the Contract Documents on date and to extent specified in notice of termination for convenience;
 2. Place no further orders or subcontracts for materials, services, or facilities except as necessary to complete portion of Work under the Contract Documents which is not terminated;

3. Terminate all orders and subcontracts to extent that they relate to performance of Work terminated by the notice of termination;
 4. Assign to Owner in manner, at times, and to extent directed by Owner, all right, title, and interest of Contractor under orders and subcontracts so terminated. Owner shall have the right, in its sole discretion, to settle or pay any or all claims arising out of termination of orders and subcontracts;
 5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with approval or ratification of Owner to extent Owner may require. Owner's approval or ratification shall be final for purposes of this subparagraph;
 6. Transfer title to Owner, and deliver in the manner, at the times, and to the extent, if any, directed by Owner, all fabricated or unfabricated parts, Work in process, completed Work, supplies, and all other material produced as part of, or acquired in connection with performance of, Work terminated by the notice of termination, and completed or partially completed drawings, drawings, specifications, information, and other property which, if the Project had been completed, would have been required to be furnished to Owner;
 7. Use its best efforts to sell, in manner, at times, to extent, and at price or prices that Owner directs or authorizes, any property of types referred to in this subparagraph, but Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under conditions prescribed and at price or prices approved by Owner. Proceeds of transfer or disposition shall be applied to reduce payments to be made by Owner to Contractor under the Contract Documents or shall otherwise be credited to the price or cost of Work covered by Contract Documents or paid in such other manner as Owner may direct;
 8. Complete performance of the part of the Work which was not terminated by the notice of termination; and
 9. Take such action as may be necessary, or as Owner may direct, to protect and preserve all property related to Contract Documents which is in Contractor's possession and in which Owner has or may acquire interest.
- C. After receipt of a notice of termination for convenience, Contractor shall submit to Owner its termination for convenience claim, in form and with all certifications required by Article XII of this Document 00 7200. Contractor's termination for convenience claim shall be submitted promptly, but in no event later than 6 months from effective date of the termination. Contractor and Owner may agree upon the whole or part of the amount or amounts to be paid to Contractor because of a total or partial termination of Work under this subparagraph. If Contractor and Owner fail to agree on the whole amount to be paid to Contractor because of the termination of the Work under this subparagraph, Owner's total liability to Contractor by reason of the termination shall be the total (without duplication of any items) of:
1. The reasonable cost to Contractor, without profit, for all Work performed prior to the effective date of the termination, including Work done to secure the Project for termination. Reasonable cost may not exceed the applicable percentage completion values derived from the progress schedule and the schedule of values. Deductions shall be made for cost of materials to be retained by Contractor, cost of Work defectively performed, amounts realized by sale of materials, and for other appropriate credits against cost of Work. Reasonable cost will include reasonable allowance for Project overhead and general administrative overhead not to exceed a total of ten percent of direct costs of such Work. When, in Owner's opinion, the cost of any item of Work is excessively high due to costs incurred to remedy or replace defective or rejected Work, reasonable cost to be allowed will be the estimated reasonable

- cost of performing the Work in compliance with requirements of Contract Documents and excessive actual cost shall be disallowed.
2. A reasonable allowance for profit on actual and allowable cost of Work performed as determined in this subparagraph, provided that Contractor establishes to Owner's satisfaction that Contractor would have made a profit had the Project been completed, and provided further that the profit allowed shall not exceed 5 percent of cost.
 3. Reasonable costs to Contractor of handling material returned to vendors, delivered to Owner or otherwise disposed of as directed by Owner.
 4. A reasonable allowance for Contractor's internal administrative costs in preparing termination claim.
 5. Except as provided in this subparagraph, Owner shall not be liable for costs incurred by Contractor or Subcontractors after receipt of a notice of termination. Such non-recoverable costs include, but are not limited to, anticipated profits on Work not performed as of the date of termination, post-termination employee salaries, post-termination general administrative expenses, post-termination overhead or unabsorbed overhead, costs of preparing and submitting Contractor's Proposal, attorney's fees of any type, and all costs relating to prosecution of claim or lawsuit.
 6. Owner shall have no obligation to pay Contractor under this subparagraph unless and until Contractor provides Owner with updated and acceptable as-builts and Project Record Documents for Work completed prior to termination.
- D. In arriving at the amount due Contractor under this clause, there shall be deducted in whole (or in the appropriate part[s] if the termination is partial):
1. All unliquidated advances or other payments on account previously made to Contractor, including without limitation all payments applicable to the terminated portion of Contract Documents;
 2. Any claim which Owner may have against Contractor in connection with Contract Documents; and
 3. The agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by Contractor or sold under provisions of this subparagraph, and not otherwise recovered by or credited to Owner.

13.06. Contingent Assignment Of Subcontracts

- A. Contractor hereby assigns to Owner each Subcontract for a portion of the Work, provided that:
1. The assignment is effective only after Owner's termination of Contractor's right to proceed under the Contract Documents (or portion thereof relating to that Subcontract) pursuant to the termination for cause subparagraphs herein.
 2. The Assignment is effective only for the Subcontracts which Owner expressly accepts by notifying the Subcontractor in writing;
 3. The assignment is subject to the prior rights, if any, of the Surety, obligated by Document 00 6113.12 (Construction Performance Bond) provided under the Contract Documents, where the Surety exercises its rights to complete the Contract;
 4. After the effectiveness of an assignment, Contractor shall, at its sole cost and expense, sign all instruments and take all actions reasonably requested by Owner to evidence and confirm the effectiveness of the assignment in Owner; and
 5. Nothing in this subparagraph shall modify or limit any of Contractor's obligations to Owner arising from acts or omissions occurring before the effectiveness of any Subcontract

assignment, including but not limited to all defense, indemnity and hold-harmless obligations arising from or related to the assigned Subcontract.

13.07. Remedies and Contract Integration

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

13.08. Patents

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

include but are not limited to any and all license fees, whether such fees are agreed by any indemnities or ordered by a court or administrative body of any competent jurisdiction.

13.09. Substitution For Patented And Specified Articles

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

13.10. Interest Of Public Officers

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

13.11. Limit Of Liability

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

13.12. Severability

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

ARTICLE XIV – MODIFICATIONS OF CONTRACT DOCUMENTS

14.01. Alterations, Modifications And Force Account Work

- A. No modification or deviation from the Drawings and Specifications will be permitted except by written addenda, written Change Order or written Supplemental Instruction.
- B. Owner may, without notice to the sureties, make alterations, deviations, additions to, or deletions from Contract Documents; increase or decrease the quantity of any item or portion of the Work; expand, contract or otherwise change the Contract Time; delete any item or portion of the Work; and require extra Work. Contractor shall perform such Work under applicable provisions of the Contract Documents, unless specifically provided otherwise at the time the change is ordered. In

- the case of any ordered extra Work, Owner reserves the right to furnish all or portions of associated labor, material, and equipment, which Contractor shall accept and use without payment for costs, markup, profit, or otherwise for such Owner-furnished labor, materials, and equipment.
- C. Owner may make changes to the Work during the course of construction to bring the Work into compliance with environmental requirements or standards established by state and federal statutes and regulations enacted after the Contract has been awarded. Contractor shall be compensated for changes affecting the Contract Time or Contract Sum of the Work as set forth in this Article XIV and in Document 01 2600 (Contract Modification Procedures).
 - D. Changes affecting the Contract Time or Contract Sum of the Work shall be set forth in a written Change Order that shall specify:
 - 1. The Work performed in connection with the change to be made;
 - 2. The amount of the adjustment of the Contract Sum, if any, and the basis for compensation for the Work ordered; and
 - 3. The extent of the adjustment in the Contract Time, if any.
 - E. A Change Order will become effective when signed by Owner. If Owner exercises its right to decide disputed issues pertaining to changed Work as set forth in Articles XII and XIV of this Document 00 7200, then the resulting Change Order shall be effective when signed by Owner, notwithstanding that Contractor has not signed it.
 - F. Changes not affecting the Contract Time or Contract Sum of the Work, in Owner's discretion, may be set forth in a written RFI-Reply executed by Owner. Execution of such an RFI-Reply constitutes Contractor's agreement to make the specified change without change to the Contract Sum or the Contract Time.
 - G. Changes or deviations from Contract Documents affecting the Contract Time or Contract Sum of the Work shall not be made without the authority of an effective Change Order or Construction Change Directive as provided in Document 01 2600 (Contract Modification Procedures), except in cases of emergency discussed in this Document 00 7200.
 - H. If changes ordered in design, workmanship or materials are of such a nature as to increase or decrease the cost of any part of the Work, the price fixed in the Contract Documents shall be increased or decreased by the amount that Contractor and Owner may agree upon as a reasonable and proper allowance for the cost increase or decrease. If an agreement cannot be reached, then Owner will reach a determination, which shall be final, subject to Contractor's rights under Article XII of this Document 00 7200. In all cases Contractor shall perform the changed Work as directed by Owner subject to Contractor's rights under Article XII of this Document 00 7200.
 - I. Contractor shall, upon Owner's request, permit inspection of the original unaltered Proposal estimate, subcontract agreements, purchase orders relating to the change, and documents substantiating all costs associated with its cost proposal or claims arising from changes in the Work.
 - J. Changes in the Work made pursuant to this Article XIV and extensions of Contract Time necessary by reason thereof shall not in any way release the guaranties and warranties given by Contractor pursuant to provisions of the Contract Documents, nor shall such changes in the Work relieve or release the Sureties of bonds executed pursuant to said provisions. The Sureties, in executing such bonds, shall be deemed to have expressly agreed to any such change in the Work and to any extension of time made by reason thereof.
 - K. Procedures for Modifications of Contract Documents and for calculating the cost of extra Work are given in Document 01 2600 (Contract Modification Procedures). Regarding delay and impact costs of any nature, Contractor may not seek delay compensation for on-Site or off-Site costs

based on formulas, e.g., "Eichlay" or other formula. Rather, Contractor shall prove actual costs resulting from such delays or impacts. If Contractor requests compensation for delay to the construction, then Contractor shall prove and document actual costs plus markup per the cost categories and procedures in Document 01 2600 in order to request, claim or prove compensation for delay.

- L. Change Orders and authorization for extra cost must follow the Contract pursuant to Public Contract Code section 7501(d)(2).

14.02. Time Allowances

- A. The Contract Time may only be changed by Change Order or by Contract Modification, and all time limits stated in the Contract Documents are of the essence of Contract Documents.
- B. The Contract Time will be adjusted in an amount equal to the time lost due to:
 - 1. Changes in the Work ordered by Owner;
 - 2. Acts or neglect by Owner, Architect/Engineer, any Owner representative, utility owners or other contractors performing other work, provided that Contractor has fully and completely performed its responsibilities under the Contract Documents; or
 - 3. Fires, floods, epidemics, abnormal weather conditions beyond the parameters otherwise set forth in this subparagraph, earthquakes, civil or labor disturbances, strikes or acts of God, provided damages resulting therefrom are not the result of Contractor's failure to protect the Work as required by Contract Documents.
- C. The Contract Time shall not be extended for any cause identified immediately above, however, unless:
 - 1. Contractor actually has been prevented from completing any part of the Work within the Contract Time due to delay that is beyond Contractor's control and due to reasons for which Contractor is not responsible (delays attributable to and within the control of a Subcontractor, or its subcontractors, or supplier shall be deemed to be delays within the control of Contractor);
 - 2. A claim for delay is made as provided herein; and
 - 3. Contractor submits a Time Impact Evaluation as required under Document 01 3200 (Construction Progress Documentation) that demonstrates actual delay to critical Work activities that actually delay the progress of the Work in the amount of time requested.

14.03. Notice Of Delay

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

14.04. Non-Compensable Time Extensions; Adverse Weather Parameters

- A. Where Contractor is prevented from completing any part of the Work within the Contract Time due to delay beyond the control of both Owner and Contractor (including, but not limited to, adverse weather conditions exceeding Contract Documents parameters, earthquakes, Acts of God and epidemics, acts of other contractors or utilities), an extension of Contract Time, in an amount equal

- to the time lost due to such delay (without compensation), shall be Contractor's sole and exclusive remedy for such delay.
- B. Delays due to abnormal or adverse weather conditions will not be allowed for weather conditions that fall within the parameters listed or referenced immediately below in this subparagraph. Adverse weather delays may be allowed only if the number of workdays of adverse weather exceeds these parameters and Contractor proves that adverse weather actually caused delays to work that is on the critical path. Contractor shall give written notice of intent to claim an adverse weather day within one Day of the adverse weather day occurring. Rain parameters are as follows, pro-rated in the individual month Contractor starts and finishes Work:
1. January, [6];
 2. February, [6];
 3. March, [6];
 4. April, [3];
 5. May, [1];
 6. June, [0];
 7. July, [0];
 8. August, [0];
 9. September, [0];
 10. October, [2];
 11. November, [4]; and
 12. December, [5].
- In order to qualify as an adverse weather delay with respect to the foregoing parameters, daily rainfall must exceed .1 of an inch or more at the Newark, California station, as measured by the National Oceanic & Atmospheric Administration, and Contractor shall prove that the rain actually caused delay to the Work, following the procedures in this paragraph and the Contract Documents. Notwithstanding the foregoing allowances, Contractor shall at all times employ all available mitigation measures to enable Work to continue. Delays due to abnormal or adverse weather conditions will not be allowed for weather conditions that fall within the parameters listed above.
- C. Contractor shall include the foregoing precipitation parameters as a monthly activity in its progress schedule. As Work on the critical path is affected by precipitation, Contractor shall notify Owner and request that the days be moved to the affected activities. Any adverse weather days remaining shall be considered Project float.
- D. Adverse weather delay for precipitation shall be recognized for the actual period of time Contractor proves it was delayed by precipitation exceeding the specified parameters. For example, and not by way of limitation, if precipitation exceeding the specified parameters does not in fact delay Contractor's progress on the critical path, then no time extension shall be recognized; and conversely, if Contractor proves to Owner's satisfaction that precipitation exceeding the specified parameters causes delay to Contractor for a period longer than the number of precipitation days incurred (e.g., if it rains or snows during grading work), then Contractor shall be entitled to a time extension equal to the actual period of such delay.
- E. Contractor shall take reasonable steps to mitigate potential weather delays, such as dewatering the Site, lime treatment, and covering Work and material that could be affected adversely by weather. Failure to do so shall be cause for Owner to not grant a time extension due to adverse weather, where Contractor could have avoided or mitigated the potential delay by exercising reasonable care.

14.05. Compensable Time Extensions

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

14.06. Liquidated Damages

- A. Time is of the essence. Execution of Contract Documents by Contractor shall constitute acknowledgement by Contractor that Contractor understands, has ascertained and agrees that Owner will actually sustain damages in the amount fixed in the Contract Documents for each and every Day during which completion of Work required is delayed beyond expiration of time fixed for completion or extensions of time allowed pursuant to provisions hereof. Contractor and Owner agree that specified measures of liquidated damages shall be presumed to be the damages actually sustained by Owner as defined below, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.
- B. Liquidated damages shall be considered not as a penalty but as agreed monetary damage sustained by Owner for increased Project administration expenses, including extra inspection, construction management and architectural and engineering expenses related to the Project and Contract Documents because Contractor failed to perform and complete Work within time fixed for completion or extensions of time allowed pursuant to provisions hereof.
- C. Owner may deduct from any money due or to become due to Contractor subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then-accrued liquidated damages. Should Contractor fall behind the approved Progress Schedule, Owner may deduct liquidated damages based on its estimated period of late completion, in compliance with Document 00 5201 (Agreement). Owner need not wait until Final Completion to withhold liquidated damages from Contractor's progress payments. Should money due or to become due to Contractor be insufficient to cover aggregate liquidated damages due, then Contractor forthwith shall pay the remainder of the assessed liquidated damages to Owner.

14.07. Differing Site Conditions

- A. In the event that Contractor encounters underground conditions that exceed the scope of the Work, then Contractor shall promptly give Owner written notice of the condition, and shall give such notice before the conditions are disturbed, to include: (1) material that Contractor believes

- may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law, and is not within the scope of Work ("hazardous waste"); (2) subsurface or latent physical conditions at the site differing from those indicated by information about the site made available for Proposals prior to the deadline for submitting Proposals, that Contractor did not and could not have known about by performing its required pre-Proposal investigations; or (3) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for the contract, that Contractor did not and could not have known about by performing its required pre-Proposal investigations.
1. Owner shall promptly investigate the underground conditions, and if it finds that (i.) the conditions do materially so differ in a manner Contractor did not anticipate and could not have anticipated, or do involve hazardous waste outside the scope of the Work, and (ii.) cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, then (iii.) Owner shall initiate a change order under the procedures described in the contract, including but not limited to, issuing either a Request for Proposal or a Construction Change Directive under the procedures described in the Contract Documents, including without limitation Document 01 2600 (Contract Modification Procedures).
 2. If Owner determines that underground conditions at the Site do not materially so differ in a manner Contractor did not anticipate and could not have anticipated, or do not involve hazardous waste outside the scope of the Work, or do not cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, or for any other reason that no change in terms of the Contract Documents is justified, Owner will so notify Contractor in writing, stating reasons.
 3. In the event that a dispute arises between Owner and Contractor whether the conditions do materially so differ, or involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. The Contractor shall retain any and all rights provided either by the Contract or by law which pertain to the resolution of disputes and protests between contracting parties.
- B. Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed hazardous waste or materials, claimed Latent or materially different Site conditions (whether above or below grade) if:
1. Contractor knew of the existence of such conditions at the time Contractor submitted its Proposal; or
 2. Contractor should have known of the existence of such conditions at the time Contractor submitted its Proposal, or should have learned of such conditions and mitigated their impact, as a result of having complied with the requirements of Contract Documents, including without limitation, the investigation requirements herein at Articles II and X of this Document 00 7200;
 3. The information or conditions claimed by Contractor to be Latent or materially different consist of information, conclusions, opinions or deductions made from underground conditions reports, of the kind that this Document 00 7200 precludes reliance upon; or,
 4. Contractor was required to give written notice and failed to do so within the time required.
- C. If, because of a differing site condition as defined herein, Contractor does not agree to continue with the Work based on a reasonable belief that it is unsafe, or does not agree to resume Work under special conditions, Owner may order the disputed portion of Work deleted from the Work, or

performed by others, or Owner may invoke its right to terminate Contractor's right to proceed under the Contract Documents in whole or in part, for convenience or for cause as the facts may warrant. If Contractor does not agree with Owner's determination of any adjustment in the Contract Sum or Contract Time as a result, Contractor may make a claim as provided in Article XII of this Document 00 7200.

14.08. Change Orders Related to Underground Facilities

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

ARTICLE XV – WORKING CONDITIONS AND PREVAILING WAGES

15.01. Use Of Site/Sanitary Rules

- A. All portions of the Work shall be maintained at all times in neat, clean and sanitary condition. Contractor shall furnish toilets for use of Contractor's and Subcontractors' employees on the Site

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

15.02. Protection Of Work, Persons, Property And Operations

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

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

15.03. Responsibility For Safety And Health

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

15.04. Emergencies

- A. In emergencies affecting the safety or protection of persons or Work or property at the Site or adjacent thereto, Contractor, without special instruction or authorization from Owner, is obligated to act to prevent threat and damage, injury or loss, until directed otherwise by Owner. Contractor shall give Owner prompt written notice if Contractor believes that any significant changes in Work or variations from Contract Documents have been caused thereby. If Owner determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Change Order or Construction Change Directive will be issued to document the consequences of such action.

15.05. Use Of Roadways And Walkways

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

15.06. Nondiscrimination

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

15.07. Prevailing Wages

- A. Contractor shall pay to persons performing labor in and about Work provided for in the Contract Documents an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the Work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and Owner to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Contract. Contractor shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each Site.
- B. Contractor shall forfeit, as a penalty to Owner, up to Two Hundred Dollars (\$200.00) for each laborer, workman, or mechanic employed in performing labor in and about the Work provided for in the Contract Documents for each Day, or portion thereof, that such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under the Contract Documents by him or her or by any Subcontractor under him or her, in violation of Articles I and II of Chapter 1 of Part 7 of Division II of the California Labor Code. The sums and amounts which shall be forfeited pursuant to this subparagraph and the terms of the Labor Code shall be withheld and retained from payments due to Contractor under the Contract Documents, pursuant to this Document 00 7200 and the Labor Code, but no sum shall be so withheld, retained or forfeited except from the final payment without a full investigation by either the State Department of Industrial Relations or

- by Owner. The Labor Commissioner pursuant to Labor Code section 1775 shall determine the final amount of forfeiture.
- C. Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of work or labor on Work provided for in the Contract, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code.
 - D. Contractor stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code sections 1776 and 1810-1815. Failure to so comply shall constitute a default under this Contract.
 - E. Contractor and its Subcontractors shall be responsible for compliance with Labor Code sections 1810-1815.
 - 1. Eight hours of labor performed in execution of the Contract constitutes a legal day's work. The time of service of any workman employed on the Project is limited and restricted to 8 hours during any one calendar day, and 40 hours during any one calendar week.
 - 2. Contractor and its Subcontractors shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with the Project. The record shall be kept open at all reasonable hours to the inspection Owner and to the Division of Labor Standards Enforcement.
 - 3. Contractor or its Subcontractors shall, as a penalty to Owner, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the Contract Documents by the respective Contractor or Subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code §§ 1810-1815.
 - 4. Work performed on the Project by employees of Contractor or its Subcontractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.
 - F. Contractor and its Subcontractors shall be responsible for compliance with Labor Code section 1776.
 - 1. Contractor and Subcontractors must keep accurate payroll records, showing the name, address, social security number, Work classification, straight time and overtime hours worked each Day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the Work of the Contract documents. Each payroll record shall contain or be verified by a written declaration as required by Labor Code section 1776.
 - 2. The payroll records enumerated above must be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor as required by Labor Code section 1776.
 - a. Contractor shall inform Owner of the location of records enumerated above, including the street address, city and county, and shall, within five working Days, provide a notice of a change of location and address.
 - b. Contractor or Subcontractor has 10 Days in which to comply subsequent to receipt of a written notice requesting the records enumerated above. In the event that Contractor or Subcontractor fails to comply with the ten-Day period, he or she shall, as a penalty to

Owner on whose behalf the contract is made or awarded, forfeit \$100.00 for each calendar Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Contractor is not subject to a penalty assessment pursuant to this subparagraph due to the failure of a Subcontractor to comply with this subparagraph.

3. Contractor shall also deliver certified payrolls to Owner with each Application for Payment as described in Section 01 2900 (Payment Procedures).
- G. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a).

15.08. Environmental Controls

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

15.09. Shoring Safety Plan

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

END OF DOCUMENT 00 7200

Document 00 7301

**SUPPLEMENTARY GENERAL CONDITIONS – CMR ITEMS
(CMR)**

SUMMARY

- 1.01. THIS DOCUMENT 00 7301 INCLUDES REQUIREMENTS THAT SUPPLEMENT THE PARAGRAPHS OF DOCUMENT 00 7200 (GENERAL CONDITIONS) AND DIVISION 1 GENERAL REQUIREMENTS.

CROSS-REFERENCES

- 2.01. NOTWITHSTANDING ANY OTHER PROVISION IN THE CONTRACT DOCUMENTS, ANY REFERENCE TO ANY GENERAL REQUIREMENTS SECTION, OR PORTION THEREOF, SHALL MEAN AND REFER TO THE CONTRACT DOCUMENT OR APPLICABLE PORTION THEREOF WHICH ADDRESSES THE TOPIC AT ISSUE.

TIMING OF NOTICE TO PROCEED

- 3.01. DOCUMENT 00 7200 (GENERAL CONDITIONS) PARAGRAPH 3.02.A., IS HEREBY DELETED, AND AMENDED AND RESTATED TO READ IN FULL AS FOLLOWS:

OWNER MAY GIVE A NOTICE TO PROCEED WITH PHASE II CONSTRUCTION AT ANY TIME DURING PHASE I, AND CONTRACT TIME SHALL COMMENCE TO RUN AS PROVIDED IN PARAGRAPH 3.01.B. ABOVE. CONTRACTOR SHALL NOT DO ANY WORK AT THE SITE PRIOR TO THE DATE ON WHICH THE CONTRACT TIME COMMENCES TO RUN.

[OMITTED]

[OMITTED]

[OMITTED]

END OF DOCUMENT 00 7301

DOCUMENT 00 7311

**INSURANCE AND INDEMNIFICATION
(CMR)**

ARTICLE I INSURANCE REQUIREMENTS**1.01 General**

- A. At or before the date specified in Document 00 2001 (Instructions for Proposals), contractor shall furnish to Owner satisfactory proof that contractor has in force continuously for the entire period covered by the Contract, and for such periods as required by this Document 00 7311 and any other provision of Contract Documents, the following classes of insurance in the form and with limits and deductibles specified below:
- B. Commercial general liability and excess liability insurance. Contractor shall maintain commercial general liability (cgl) and, if necessary, commercial excess insurance with a total limit of not less than \$2,000,000 per occurrence. If such cgl insurance contains a general aggregate limit and/or a products and completed operations aggregate limit, each aggregate limit shall apply separately to this contract and project or the general aggregate limit shall be twice the required occurrence limit.
1. CGL insurance shall be written on ISO occurrence form CG 00 01 12 07 (or a substitute form providing equivalent coverage), and excess coverage (if necessary) shall be written on an "occurrence" basis. Both policies shall cover personal injury, bodily injury (including death), advertising injury, and property damage (including loss of use thereof) arising from the premises and operations for Work performed, operations, independent contractors, products-completed operations, broad form property damage coverage and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) which as a minimum will include the Contract and any amendment and supplement thereof.
 2. Owner shall be included as an insured under the CGL and excess policies, using ISO additional insured endorsements CG 20 10 0704 and CG 20 37 0704 or their equivalent, including coverage for Owner with respect to liability arising out of the completed operations of Contractor. Completed operations coverage shall be maintained in effect for the benefit of Owner for a minimum period of 10 years following completion of the Work under Contract. Additional insured coverage as required in this subparagraph 1.01.B.2 shall apply as primary insurance with respect to any other insurance or self-insurance programs.
 3. There shall be no endorsement or modification of the CGL or excess policies limiting the scope of coverage for liability arising from explosion, collapse, underground property damage, or damage to the named insured's work.
- C. Commercial Auto and Excess Liability Insurance. Contractor shall maintain business auto liability and, if necessary, commercial excess liability insurance with a limit of not less than \$2,000,000 per accident for bodily injury and property damage.
1. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).
 2. Commercial auto coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or substitute forms providing equivalent liability coverage and approved by Owner, and excess coverage (if necessary) shall be written on an "occurrence" basis. If necessary, the

policies shall be endorsed to provide contractual liability coverage equivalent to that provided in ISO form CA 00 01.

- D. Workers' Compensation and Employer's Liability Insurance. Contractor shall maintain Workers' Compensation and Employers Liability Insurance For all persons whom the Contractor may employ in carrying out Work contemplated under Contract Documents, in accordance with The Act of Legislature of State of California, known as "Workers' Compensation Insurance and Safety Act," approved May 26, 1913, and all Acts Amendatory or supplemental thereto.
1. Coverage A shall be for the statutory amount and Coverage B for Employers Liability shall be at a minimum limit of \$1,000,000 per accident for bodily injury or disease.
 2. Contractor may self-insure its Workers' Compensation program provided an acceptable California Department of Industrial Relations Certificate of Consent to Self-Insure is provided to and accepted by the Owner and Contractor has met all financial requirements of California regulatory authorities and provides verification documents acceptable to Owner.
- E. Professional's Insurance. Each licensed professional (**Professional**) engaged by contractor to perform portions of the Work shall maintain the following insurance at its sole cost and expense:
1. Professional Liability Insurance, insuring against professional errors and omissions arising from Professional's work on the Project, in an amount not less than \$2,000,000 combined single limit for each claim. Any per claim Deductible or SIR in excess \$100,000 shall be subject to Owner's prior written approval in Owner's sole discretion. Should Professional not provide this insurance on an occurrence policy, Professional shall provide insurance covering claims made as a result of performance of Work on this Project with a retroactive date which precedes the date that Work is first performed, and shall maintain such insurance in effect for not less than three years following Final Completion of the Project.
 - a. If Professional is a design-build Subcontractor (of any tier), or a member of, or an employee, consultant or contractor to, such a design-build Subcontractor, Professional must maintain at least \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate in Professional Liability Insurance, and any Deductible or SIR in excess of \$100,000 shall be subject to Owner's prior written approval in Owner's sole discretion.
 2. All insurance required by paragraphs 1.01.A., 1.01.B. and 1.01.C. above (but not 1.01.F. below). Professional shall satisfy all other provisions of this Document 00 7311 relating to that insurance, including without limitation providing required insurance certificates (containing the required endorsements) and declarations pages before commencing its Work on the Project. (However, Professionals need obtain only \$1,000,000 limits each for Commercial General Liability, Commercial Auto Liability and Employers Liability Coverage B insurance.)

- F. Pollution Liability Insurance. Contractor shall maintain Contractor's Pollution Legal Liability Insurance, Including but not limited to bodily injury and property damage, caused by a sudden, accidental or gradual pollution incident as well as remediation costs stemming from pollution incidents with extension for mold/fungi in an amount not less than \$1,000,000 per claim and \$2,000,000 policy aggregate for the Work or other limit(s) as determined by Owner. The insurance may include a designated limit (not less than \$1,000,000) applying to the Project Site. This insurance may be written on a claims made basis provided that the policy shall have an applicable retroactive date which precedes the date that Work is first performed on the Project and either (i) be renewed annually for a period of not fewer than ten (10) years following completion of the Work or (ii) include an extended reporting period endorsement or clause providing not less than ten (10) years within which a claim may be made under the policy respecting Contractor's performance of the Work. Cost for this ten (10) year period shall be borne exclusively by Contractor.
- G. If the contractor maintains higher limits than the minimums shown above, the Owner requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Owner.

1.02 Deductibles And SIR's

- A. Contractor shall state all Deductibles and Self-Insured Retentions (SIR). Contractor is and will maintain in each insurance policy required in accordance with the Contract and for the Project. Any per occurrence Deductible or SIR in excess of \$250,000 shall be subject to Owner's prior written approval in Owner's sole discretion.

1.03 Additional Insured Matters

- A. Neither Owner, any other additional insured nor any other party to be indemnified by Contractor as required by this Document 00 7311 or elsewhere in the Contract shall be responsible for any insurance deductible, SIR, uninsured retention or uninsured loss of Contractor for which Contractor is responsible under the Contract.
- B. Contractor liability policies may not have any restriction on the payment of any deductible, SIR or any other amount described in paragraph 1.03.A. above. In the event that Contractor is legally or financially unable to make such payment, or for any other reason does not make the payment, Owner may, in its sole discretion and without waiving or excusing Contractor's failure to make any required payment, make any such payment or portion thereof. Owner may deduct and retain such amount from any sums due Contractor under Contract Documents, or collect such amount by any means otherwise permitted by the Contract and applicable law.
- C. Contractor shall be responsible for certain deductibles under Builder's Risk/Property Insurance coverage purchased by the Owner. See paragraph 1.12 below.

1.04 Acceptable Insurers

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

1.05 Required Endorsements, Declarations And Certificates Of Insurance.

- A. All insurance policies required under paragraph 1.01 above shall be endorsed, in a form and manner acceptable to Owner, as follows (except that paragraphs 1.05.A.1 and 1.05.A.5 will not apply to any Workers' Compensation and Employer's Liability Insurance, and only paragraph 1.05.A.3 below will apply to Professional Liability Insurance):
1. The Alameda Health System, including all subsidiary and affiliated entities, and their respective Board of Trustees and their employees, representatives, inspectors (including without limitation Project Inspector), consultants (including without limitation Architect/Engineer and its consultants), and agents, as additional insureds, but only with respect to liability arising out of the activities of the named insured.
 2. Each such policy shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limit of the insurance company's liability required under paragraphs 1.01.B., 1.01.C., 1.01.D. and 1.01.F.
 3. Such insurance shall be primary and no other insurance or self-insured retention carried or held by Owner shall be called upon to contribute to a loss covered by insurance for the named insured.
 4. Such insurance shall contain a provision requiring the insurance companies to waive their rights of subrogation against Owner and all additional insureds, as well as other insurance companies for the Work.
 5. The payment of any deductible or SIR shall not be restricted to payment by the Named Insured or other Insured and any Additional Insured or other third party may make such deductible or SIR payment to comply with any policy deductible or SIR payment requirements.
- B. Contractor or its insurance broker shall submit a copy of the Declarations page for each policy under paragraph 1.01 above. The page shall include the name of the insurance company, the policy number, the types of coverage and limits, the effective dates of the policy, and the broker's name and license number.
- C. Contractor or its insurance broker shall submit a certificate of insurance for each policy under paragraph 1.01 above and all endorsements required therein. Certificates and endorsements shall have clearly typed thereon Owner Contract Number and title of Contract Documents. Written notice of cancellation, non-renewal, or reduction in coverage of any policy shall be mailed to the Alameda Health System (Attention: Shevon Korth) at the address listed in Document 00 5201 (Agreement), 60 Days in advance of the effective date of the cancellation, non-renewal, or reduction in coverage. Contractor shall maintain insurance in full force and effect during entire period of performance of Contract Documents.

1.06 Delivery Of Certified Copies

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

1.07 Further Deliveries

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

1.08 Payment of Premiums

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

1.09 Maintenance Of Policies

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

1.10 Injuries To Employees

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

1.11 Subcontractors' Insurance

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

1.12 Builder's Risk/Owner's Property Insurance

- A. Owner shall procure and maintain in effect at all times during construction a Builders' Risk insurance policy providing coverage for fire, explosion, vandalism, malicious mischief and collapse, to the extent reasonably available at a cost considered reasonable by Owner. Owner assumes the risks which would be insured by such a policy, whether or not the insurance is purchased; provided that Contractor and Subcontractors of all tiers shall remain fully responsible for all risks to the extent caused or exacerbated by any of their acts or omissions which would not be insured by such a policy. Earthquake and flood insurance may be included at the option of Owner, and in any event will be the responsibility of Owner. Such insurance shall be in an amount equal to the replacement cost of the completed Work (without deduction for depreciation) including costs to

- cover professional fees, as insured by the policy. This insurance, which may be subject to deductibles not to exceed \$100,000 per occurrence, shall cover building materials to be incorporated into the Work that are stored onsite, but shall not cover building materials that are off-Site or in transit, and shall not cover loss or damage to the tools, equipment, apparatus, scaffolding, hoists, forms, staging, shoring, any other items commonly referred to as construction equipment, personal property or other items belonging to or rented by Contractor or any Subcontractor which are not to be incorporated into the Work.
- B. Contractor shall be responsible for the first \$50,000 of any loss covered by the Builder's Risk policy related to or arising out of the acts, errors or omissions of Contractor, any Subcontractor, or any other individual or entity for which Contractor is responsible.
 - C. Any Builder's Risk policy shall name Contractor and the Subcontractors of all tiers as insureds, as their interests may appear, or if Owner elects to insure the Work under Owner's property insurance policy (see paragraph 1.12.E. below), then Contractor and the Subcontractors of all tiers shall be named as loss payees, as their interests may appear. All proceeds of any casualty insurance covered by the Builders Risk policy shall be payable to Owner, who shall collect, adjust and distribute such proceeds, compromise any and all claims hereunder and apply the proceeds of such insurance to the repair, reconstruction or replacement of the Project.
 - D. Except for the deductible responsibility referenced in paragraph 1.12.A. above, Owner and Contractor waive all rights against each other and any of their consultants (including without limitation Architect/Engineer and its consultants), separate contractors, if any, Contractors, Subcontractors, agents and employees, each of the other, and any of their contractors, subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by Builder's Risk insurance obtained pursuant to this paragraph 1.12 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner in good faith. This waiver shall not apply to claims arising from acts, circumstances or omissions following Final Completion of the Project. Owner or Contractor, as appropriate, shall require of the separate contractors, if any, and the Contractors, Subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, even though the person or entity did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.
 - E. At Owner's option, in lieu of Builder's Risk insurance, the Work may be insured under the Owner's property insurance policy. All provisions of this paragraph 1.12 will apply to any such property insurance to the same extent as they would apply to Builder's Risk insurance.
 - F. AHS's provision of Builder's risk insurance is an economic convenience to AHS, and does not change or revise the Contractor's responsibility for the Work until AHS' Acceptance, including but not limited to, losses that may exceed the insurance limits. Contractor may secure additional insurance, in Contractor's sole and absolute discretion, and Contractor must include the cost of such insurance in Contractor's bid.

1.13 Loss of Use Insurance

- A. Owner, at its option, may purchase and maintain such insurance as will insure Owner against the loss of use of its property due to fire or other similar hazards, however caused. The existence of such insurance benefiting Owner shall not reduce or limit any obligations of Contractor under the

Contract Documents, including without limitation Contractor's obligation to complete the Work within the Contract Time for the Contract Sum, and such insurance shall not reduce the amount of damages from Contractor or any other amount under Contract Documents to which Owner would otherwise be entitled.

1.14 Project Safety Requirements

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

1.15 Insurance Is Independent

- A. Except as provided in paragraph 1.12 above (if applicable), nothing in this Document 00 7311 shall be construed as limiting in any way the extent to which Contractor or any Subcontractor may be held responsible for payment of damages resulting from their operations. The insurance, including additional insured status, required by this Document 00 7311 is in addition to and separate from any other obligations contained in Contract Documents, including without limitation indemnification obligations.

ARTICLE II – [omitted]

ARTICLE III – Responsibility Of Contractor And Indemnification

3.01 Contractor's Responsibility For The Work

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

3.02 Claims Arising From The Work

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

performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or part by any act or omission of Contractor, Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

- B. Contractor's indemnity obligation shall not apply to any indemnified party to the extent of its sole negligence or willful misconduct; nor shall it apply to Owner or other indemnified party to the extent of its active negligence.

3.03 Scope Of Indemnification Obligation

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

3.04 Scope Of Contract Limitations Of Liability

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

END OF DOCUMENT 00 7311

[OPTIONAL – IF APPLICABLE]

DOCUMENT 00 7315

NATURALLY OCCURRING ASBESTOS

ARTICLE I – SUMMARY

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

ARTICLE II – SUPPLEMENT TO DOCUMENT 00 7200 PARAGRAPH 1.03 “Precedence of Documents”

- 2.01. Add new paragraph at the end of paragraph 1.03 that reads:
- A. Notwithstanding anything to the contrary above, should any provision or requirement of any Contract Document conflict with another provision or requirement in the Contract Documents on subject matters of naturally occurring asbestos, then the most stringent provision or requirement shall control.

ARTICLE III – SUPPLEMENT TO DOCUMENT 00 7200 PARAGRAPH 13.01 “Laws And Regulations”

- 3.01. Add new paragraphs at the end of paragraph 13.01 that read:
- A. Without limiting the foregoing, Contractor shall comply with all applicable requirements of the BAAQMD and any other applicable governmental requirements pertaining to naturally occurring asbestos, including without limitation all obligations to limit dust thereof. These requirements include, but may not be limited to, the following:
1. Title 17 CCR, Section 93105, Asbestos Airborne Toxic Control Measure for Construction, Grading, Quarrying, and Surface Mining Operations
 2. Title 17 CCR, Section 93106, Asbestos Airborne Toxic Control Measure for Surfacing Operations.
 3. Bay Area Air Quality Management District Compliance and Enforcement Division Compliance Advisory dated August 8, 2006, Subject “Asbestos Airborne Toxic Control Measure (ATCM) For Construction And Grading Projects.”
 4. Applicable Alameda County Ordinances.
- B. Contractor has the sole responsibility for determining compliance with all matters related to naturally occurring asbestos. Without limiting the foregoing, Contractor shall develop and

implement dust control measures during construction and mitigation of all disturbed areas completed which are acceptable to Owner.

ARTICLE IV – SUPPLEMENT TO DOCUMENT 00 7200 PARAGRAPH 13.04 “Termination Of Contract For Cause”

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

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

END OF DOCUMENT 00 7315

DOCUMENT 00 7321

REQUIREMENTS FOR OSHPD REVIEWED PROJECTS**ARTICLE I – SUMMARY**

- 1.01. This Document 00 7321 includes additional requirements on account of the Project being subject to review by the Office of Statewide Planning and Development (OSHPD) review.
- 1.02. Unless otherwise expressly indicated, all Section references in this Document 00 7321 shall be to Part I of Title 24, California Code of Regulations (CCR), also known as the “California Administrative Code” (CAC) or the “California Building Standards Administrative Code” (CBSC).

ARTICLE II – ADDITIONAL REQUIREMENTS**2.01. General**

- A. In addition to all other duties specified in Contract Documents, CMR shall comply with all applicable requirements specified in CAC Chapter 7.
- B. Without limiting the generality of the foregoing, CMR acknowledges the authority of OSHPD to order removal of non-conforming construction.

2.02. Inspection of Work by OSHPD

- A. During construction, reconstruction, repair, alteration of or addition to any hospital building, OSHPD, shall make such inspection as in its judgment is necessary or proper for enforcement of all applicable codes and standards, including but not limited to, the CAC. CMR acknowledges OSHPD inspection requirements, frequency, protocols and practices, applicable to this Project, and shall schedule, coordinate, plan and execute the Work consistent with all such practices.
- B. The Project will have a resident Inspector of Record(s) (IOR) who shall, subject to the CAC (in particular Section 7-151), provide continuous inspection of the Work as it proceeds. As required by CAC Section 7-145(a), CMR shall immediately forward to Architect/Engineer, Owner and OSHPD any notice from IOR of any deviation from the approved Drawings and Specifications not in compliance with the CAC, CCR which have not been immediately corrected by CMR. CMR is responsible for correcting any Work to the approval of the IOR.
- C. CMR shall coordinate and schedule Work to accommodate all such inspections, provide safe access to all elements of the Work that require testing and inspection by OSHPD, inspectors, design professions and Owner. CMR is charged with knowledge of the inspections necessary, and their frequency, and shall take all steps to establish, manage, schedule and coordinate the required inspection program. CMR shall also have a superintendent-level representative accompany the IOR and OSHPD staff during their scheduled walk throughs of construction.
- D. CMR shall give Owner and all inspection personnel (OSHPD, IOR, special inspectors or others) timely notice of readiness of Work for all required inspections, tests or approvals, shall schedule and coordinate the same, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests. CMR shall also coordinate, schedule and give adequate notice to the appropriate inspection personnel (IOR or otherwise) of any Work that can only be inspected as it is placed or assembled (for example, concrete or masonry work), to enable the constant presence of such inspection personnel during such Work in accordance with OSHPD requirements.

2.03. Additional Requirements Regarding Modifications to the Work

A. Per CAC Section 7-143, CMR shall perform Work in accordance with Drawings and Specifications, and CMR shall not be relieved of this responsibility by the activities of the Architect/Engineer, IOR or OSHPD, in the performance of their duties thereunder. Except for emergency changes in the Work subject to CAC Section 7-153(a)(4), deviations from Drawings and from the dimensions therein given, or from the Specifications, whether or not error is believed to exist, shall be made only upon Owner's (and OSHPD's if applicable) advance written approval of the proposed deviation, either by Contract Modification or Instruction Bulletin.

B. Contract Modifications changing the approved Drawings and Specifications are subject to approval by OSHPD under the procedures prescribed in CAC Section 7-153. To prevent undue delay in construction as determined by OSHPD, changes in the Work may be commenced following OSHPD's approval of an Instruction Bulletin. Instruction Bulletins must be documented by subsequent change order within 30 calendar days after OSHPD approval. See CAC Section 7-153.

C. If at any time as the Work progresses, prior to the issuance of the final approval it shall be found that modifications or changes are necessary to secure safety, Owner and/or OSHPD may issue orders for such modifications or changes. Refer to CAC Section 7-147.

2.04. Project Testing

A. Project testing shall be in accordance with a testing program established and administered by Architect/Engineer in accordance with CBSC Sections 7-141(e) and (h) and an approved OSHPD Testing Inspection & Observation (TIO) report.

B. Per CAC Section 7-141(f), the inspection program shall also identify all special inspections to be performed on the Project and the individual(s) to perform the inspections. The special inspections shall include, at a minimum, those special inspections required by applicable sections of the CBSC.

2.05. Deferred Submittal Items

A. Deferred submittal items are identified on Drawing Sheet T1.0 and Document 00 7301.

B. No later than 15 calendar days after commencement of construction, CMR shall provide Architect/Engineer with the information required to permit Architect/Engineer to timely provide OSHPD with the schedule indicating when the deferred submittals will be submitted to OSHPD for review as required by CAC Section 7-126(a).3.

C. Without limiting the foregoing, deferred submittal items shall not be fabricated or installed until their design and submittal documents **HAVE BEEN APPROVED BY OSHPD.**

2.06. Miscellaneous

A. CMR shall submit verified compliance reports to OSHPD in accordance with CAC Sections 7-143(b) and 7-151.

B. Owner's decisions to accept or correct Defective Work (as defined in Document 00 7200) are subject to approval of OSHPD, and all other requirements of Title 24, CCR.

C. Except for matters where CAC expressly requires CMR to communicate directly with OSHPD, or where otherwise authorized by Owner or Architect/Engineer, CMR shall communicate with OSHPD exclusively through Owner or Architect/Engineer.

END OF DOCUMENT 00 7321

DOCUMENT 00 9111

ADDENDA
(CMR)

[ADDENDUM NO. _____]

CONTRACT NUMBER [INSERT NUMBER]

ALAMEDA HEALTH SYSTEM (OWNER)

Stephens Wing SPC2 Upgrade and Kitchen Relocation.

[DOCUMENT TO BE COMPLETED AS ADDENDA DURING BID PERIOD]

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

The following Addenda were issued, modifying the Project Manual:

Addendum No. 1, issued on [date]

Addendum No. 2, issued on [date]

[continue as appropriate]

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

END OF DOCUMENT 00 9111