

RUHS-BH COMMUNITY TREATMENT FACILITY

**PROGRESSIVE DESIGN BUILD AGREEMENT (PART II)**

**FOR**

**YOUTH WELLNESS VILLAGE LOCATE AT 14700 MANZANITA ROAD,**

**BEAUMONT, CA 92223**

**BETWEEN**

**COUNTY OF RIVERSIDE THROUGH THE**

**RIVERSIDE UNIVERSITY HEALTH SYSTEM – BEHAVIORAL HEALTH**

**AND**

*[INSERT AWARDED VENDOR]*



**DOCUMENT 01 11 50**

**SUMMARY OF WORK – DESIGN AND PRE-CONSTRUCTION SERVICES**

**I. SUMMARY**

This Document includes summary of work - design services, including General Design Services, Program Verification, Schematic Design Phase, Design Development Phase, Construction Documents Phase, Construction Phase, Operation/Project Close Out, Design/Builder's Responsibility for Finished Construction.

**II. GENERAL DESIGN SERVICES**

A. Summary of Design and Technical Requirements.

1. Document 00 01 16 (Project Criteria) sets forth the Owner's minimum design and construction requirements for Project that Design/Builder shall meet in preparing designs and construction of Project. Design/Builder shall prepare designs to meet these requirements and submit deliverables as described in this Document 01 11 50. The requirements of this Document 01 11 50 supplement, but do not supersede, the requirements of the Project Criteria.
2. Design/Builder shall submit designs and deliverables meeting the requirements herein for the Drawings and Specifications at completion of the following milestones: (i) Program Verification, (ii) Schematic Design, (iii) 100% Design Development, and (iv) 100% Construction Documents, as required in this Document 01 11 50. Design/Builder may elect to create incremental packages of major building components or activities it deems advantageous towards scheduling or permitting efficiencies.
3. In the event of any conflict between the Project Criteria and any other provision of the Contract Documents, the more stringent requirement providing the Owner with the greater scope of work shall control. Unless specifically and expressly limited, Design/Builder's scope of work shall include all architectural, engineering, procurement and construction services necessary to complete the Project.
4. Design/Builder shall perform the Services in this Document 01 11 50 in connection with its work to prepare a Guaranteed Maximum Price as stated in Document 00 60 01 (Guaranteed Maximum Price Development).

B. Summary of Services.

1. Unless specifically excluded in this Contract, Design/Builder shall provide to Owner all professional architectural and engineering services necessary to perform Design/Builder's obligations under the Contract Documents

and to complete the Project (the “Services”). Services will include, but are not limited to, providing all necessary professional architectural and engineering services, including but not limited to, all architectural services and all civil, electrical, fire protection, mechanical, structural engineering, interior design, landscape, and cost estimating services required to complete Project and to perform Design/Builder’s obligations under the Contract Documents.

2. Design/Builder shall perform the Services using the persons and sub-consultants identified in the Staffing Plan provided in accordance with Document 00 54 53 (Design/Builder’s Staffing Plan) and may substitute personnel or sub-consultants only upon Owner’s written consent, which may be withheld or delayed in Owner’s discretion. Design/Builder represents that it and its sub-consultants possess all necessary training, licenses and permits to perform the Services, and that its performance of the Services will conform to the standard of practice of a professional that specializes in performing professional services of like nature and complexity of the Services. Design/Builder’s licensed sub-consultants (architectural and engineering) shall perform their Services in accordance with the standard of care, consistent with the duty owed by the Design/Builder to the Owner.
3. Design/Builder and its sub-consultants may rely on the accuracy of the information provided by Owner concerning existing conditions (including but not limited to existing utilities and structures and tie-ins to existing or contemplated facilities) and the adequacy of available design information/technical reports, except to the extent Design/Builder becomes aware of any material inaccuracies in such information. Design/Builder shall conduct such further investigations as are ordinarily performed by design-build professionals exercising the applicable standard of care and shall advise Owner of any further design or other services necessary to complete Project.
4. Design/Builder and its sub-consultants’ design shall provide that all surfaces, fixtures and equipment are readily accessible for maintenance, repair or replacement by ladders, power lifts, cat walks, and the like without exceeding the design loads of the floors, roofs, ceilings, and that such access is in conformance with Cal OSHA. All drawings, specifications, structural and electrical design calculations, site data, cost estimates and any other deliverable required by California or federal law shall comply, within the standard of care, with applicable California and federal standards. Design/Builder shall comply with any other requirements of public or private authorities with jurisdiction over Project, the drawings and specifications, or tie-ins to Project. Design/Builder shall comply with the applicable standard of care when preparing drawings and specifications to comply with applicable building codes, ordinances, statutes, laws, standards, governmental regulations and private restrictions,

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including necessary tie-ins, applicable to Project and the Services, including, but not limited to, those listed in this Contract, all environmental, energy conservation, energy tie-in, and disabled access requirements, regulations and standards of the Fire Marshal or other AHJs.

5. Design/Builder shall perform all services and activities necessary to comply with all applicable governmental regulations and requirements and to obtain all applicable governmental reviews and approvals for and regarding the Work.
  6. Design/Builder shall submit to the Owner's Building Department, the Fire Marshall, and any other required governmental authority, any and all required submittals, and shall obtain all required approvals, as required by Law and the Contract schedule.
  7. The Owner at all times shall have the right (but not the duty) to review Design/Builder's design work, schedules, deliverables, and other work product, whether performed by Design/Builder or a sub-consultant of any tier, and whether in a final or preliminary form, to determine progress and conformance to the requirements of the Contract Documents. Such review shall be at the sole discretion of Owner, shall not impose on Owner a duty of care or responsibility for Design/Builder's work or services, and the Owner may conduct such reviews in its sole discretion and for its sole convenience, planning or information.
  8. In the event Owner should ever dispute the conformance of any design work (at any stage) with the intent of the Project Criteria, then Owner's determination shall control and Design/Builder and/or its sub-consultants shall perform the disputed design services and/or work to completion in accord with Owner's determination. Design/Builder shall, however, retain its rights under the procedure in Document 00 72 53 (General Conditions - Design Build) Article XII for claims and disputes, and Design/Builder may under that procedure, in its name, advance any claim of any sub-consultant of any tier.
- C. Coordination of Architectural and Engineering Sub-consultants/Other Design/Builders.
1. Design/Builder shall fully coordinate all architectural and engineering disciplines and sub-consultants involved in completing the Work. Design/Builder's sub-consultants shall fully coordinate with Design/Builder and all architectural and engineering disciplines and sub-consultants involved in completing the Work.
    - (a) Design/Builder shall require its sub-consultants to agree in their subcontracts to coordinate with Design/Builder and other sub-consultants.

- (b) Design/Builder shall conduct at least monthly design coordination meetings with all sub-consultants employed by Design/Builder.
  - 2. Similarly, Design/Builder and all of its architectural and engineering disciplines and sub-consultants shall coordinate as required with Design/Builders, designers and other consultants in the other Owner projects identified in Document 01 11 53 (Summary of Work).
- D. Coordination with Master Scheduling.
- 1. Design/Builder shall complete or cause to be completed all services required under this Agreement in accordance with the Contract Time set forth in Document 00 52 53 (Agreement Form – Owner-Design/Builder) or Document 01 11 53 (Summary of Work), as well as all approved Project schedules and updates thereto.
  - 2. As required in Document 01 32 00 (Progress Schedules and Reports), Design/Builder shall provide Owner with a design and construction schedule that outlines dates and time periods for the delivery of Design/Builder’s services and requirements for information from Owner for the performance of its services. This schedule shall be updated monthly, and shall meet the following requirements:
    - (a) The schedule shall fit within and coordinate with the overall Project schedule, including any and all design interfaces referenced in the Project schedule and all updates to the Project schedule.
    - (b) The schedule shall be in a computer software format acceptable to the Owner.
    - (c) The schedule shall fit within the requirements of Owner for partial utilization of construction packages, systems, equipment, and areas, as identified in information provided to Design/Builder.
  - 3. Design/Builder shall adjust and cause its retained sub-consultants, the Construction General Contractor, Construction Subcontractors, and Subcontractors to adjust activities, personnel levels, and the sequence, duration and relationship of services to be performed in a manner that will comply with the approved schedules.
  - 4. Design/Builder shall meet with, make written recommendations to, and coordinate with Owner at least once a month, or more frequently if necessary, regarding ongoing design and construction work, with respect to the following subject matters:
    - (a) Value engineering (including value engineering design, quantity surveys of materials, equipment or labor, or audits or inventories); and,

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- (b) Constructability (including actual and reasonable constructability in light of Owner's objective to secure a completed Project with the lowest reasonable construction costs).
- E. Deliverables Required Under this Document; Generally.
  - 1. All deliverables required under this Document shall be submitted in full compliance with the Contract Documents, shall be submitted in at least triplicate (or such greater number as Owner may reasonably request) and, when contained on electronic media, shall be submitted in printed form as well as on electronic media when requested by Owner.
  - 2. Deficiencies in deliverables and modifications to conform with program requirements and modifications to achieve acceptability of deliverables to Owner, shall be promptly performed, and the cost thereof included in the Contract Price.
- F. Phased Design Review. To the extent that Design/Builder completes its design services in a phased sequence, then it shall comply with the requirements of this Document 01 11 50 for each element of the design it completes for review, permitting and construction.

### III. PROGRAM VERIFICATION PHASE

- A. Period of Service.
  - 1. Upon written authorization from Owner, Design/Builder shall proceed with the performance of Services called for in the Program Verification Phase.
  - 2. Design/Builder shall submit the deliverables required by the Program Verification Phase.
- B. Tasks. During the Program Verification Phase, Design/Builder shall:
  - 1. Undertake necessary research and investigation to understand the Project type, the applicable regulatory requirements, the AHJs over the Project, the type and nature of permits required to complete the Project, the time required to secure any required permits, functions required for the Project type, and evaluation of post-occupancy evaluations from similar Projects. Design/Builder shall not be required to perform this work with respect to any Owner Secured Permits.
  - 2. Identify and establish, with the input of Owner, the major Project goals.
  - 3. Gather and obtain information from Owner on activities, work schedules, number of people on the Site from time-to-time, site characteristics, climate, zoning, space criteria, code information, and user profiles.

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4. Analyze and diagram processes and relationships that the finished Project must accommodate. The diagrams shall be used to conceptualize abstract design solutions that must be shown in a physical solution.
  5. Establish quantitative requirements for the Project, including square footage for Project components, physical footprints for each Project element, and project budget estimates. Work with Owner to evaluate the schedule and program.
  6. Document the program to define the scope of work in qualitative and quantitative respects.
- C. Deliverables. At the end of the Program Verification Phase, Design/Builder shall deliver to Owner a Program Document that shall include an executive summary, discussion of project vision and goals, strategies to complete the Project, applicable code requirements, AHJs, and required permits, facility standards, visual documentation of the program and any applicable processes and relationships, Project schedules, area requirements, and any other information that Design/Builder needs to communicate about the program.

### IV. SCHEMATIC DESIGN PHASE

- A. Period of Service.
1. Upon written authorization from Owner, Design/Builder shall proceed with the performance of Services called for in the Schematic Design Phase.
  2. Design/Builder shall submit the deliverables required by the Schematic Design Phase.
- B. Consultation with Owner.
1. Design/Builder shall consult with Owner to clarify and define the requirements for the work and review available data.
  2. Design/Builder shall review Owner's Program for scope, coordination requirements, criteria, budget and constructability.
  3. Design/Builder shall identify, analyze and conform to the requirements of governmental and private AHJs to approve the design of Project and participate in consultations with such authorities.
  4. At the close of the Schematic Design Phase, Design/Builder shall meet with Owner's user groups to develop, based on information developed in the Schematic design Phase, more specific requirements for Design Development Documents as to locations, placement and layout of spaces, equipment and functions.

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### C. Site Visits and Other Investigations.

1. Design/Builder shall investigate existing conditions through site visits and other inspections, testing, and review of records, to determine the scope of work and effects on design and construction. Design/Builder shall obtain from Owner all available information on hazardous materials and advise Owner immediately of any other hazardous materials Design/Builder has observed.
2. Design/Builder shall advise Owner as to the necessity of obtaining additional information related to the Site necessary for purposes of design. Such advice and statement of necessity shall be in writing and explain fully the considerations involved. Such information might include, by way of example only: description of property boundaries or as built information, rights of way, topographic, hydrographic, and utility surveys, soil mechanics, seismic and subsoil data, chemical, mechanical and other data logs of borings, etc.
3. Design/Builder shall review all available information regarding existing conditions of any nature (whether supplied by Owner, generated under the Contract, or secured from third parties), and advise Owner whether such data is adequate for purposes of design.
4. Design/Builder shall attend meetings with the community, representatives of Owner, interested parties, governmental entities, as necessary, and provide information and diagrams to fully describe the Project.

### D. Schematic Layouts, Sketches, and Conceptual Design Criteria.

1. Design/Builder shall prepare reports containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits.
2. Reports and exhibits shall incorporate the Owner's Program requirements and shall include structural concepts, site utilization plans, floor plans, elevations, sections, study perspectives and other drawings necessary to describe the Project. Schematic reports shall be developed until Owner has approved an acceptable design concept. Design/Builder shall participate in weekly progress meetings with representatives of Owner and shall coordinate with Owner formal design presentations at times indicated on the project schedule.
3. Design/Builder shall prepare and submit to Owner for approval:
  - (a) Outline specifications including architectural, structural, mechanical, electrical, and instrumentation systems and materials proposed;

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- (b) Mounted presentation site plan, floor plans, elevations and rendered perspectives at a scale acceptable to Owner necessary to convey the architectural design including electronic copies of presentation package, and,
    - (c) Tabulation of both gross and assignable floor areas including a comparison to the initial program area requirements.
  - 4. Reports and exhibits shall indicate clearly the considerations involved, including but not limited to applicable requirements of governmental authorities having jurisdiction or private licensing, patent, easements, or other legal restrictions. Reports and exhibits shall indicate any reasonable alternative solutions available to Owner and set forth Design/Builder's findings and recommendations.
  - 5. Design/Builder shall provide a narrative report by each design discipline describing its proposed design philosophy with a description of, and the rationale for, the proposed structural systems, mechanical systems, electrical, geotechnical, electronics and security systems, types of equipment, materials, finishes, site development and landscaping included. The rationale shall include initial costs, lifecycle costs, and life expectancy and maintenance considerations.
- E. Present Schematic Documents to Owner. Design/Builder shall present Schematic Design Phase documents to Owner and secure its approval.

### **V. DESIGN DEVELOPMENT PHASE**

- A. Period of Service.
- 1. After acceptance by Owner of Design/Builder's Schematic Design Phase deliverables, and upon written authorization from Owner, Design/Builder shall proceed with the performance of the services called for in the Design Development Phase. The intent of Design/Builder's Design Development Phase submittal is to obtain Owner approval for design revisions, refinements, and concept elaborations produced by Design/Builder during Design Development prior to Construction Document production.
  - 2. Design/Builder shall submit the deliverables required by the Design Development Phase. Design/Builder shall submit at the 50% Design Development stage and again at the 100% Design Development stage.
  - 3. Design/Builder shall at the outset of this Phase make full written disclosure to Owner and obtain Owner's express written approval of any Design/Builder proposed innovative, unique, proprietary, or sole source design features. Owner retains full discretion to disapprove such features.

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- B. General Scope of Project and Final Design Criteria. After completion of the Schematic Design Phase and consultation with the Owner, Design/Builder shall: determine the scope, extent and character of Project and establish final design criteria; participate in, or initiate periodic reviews or workshops as necessary with the Owner's Project Manager, Owner departmental stakeholders, and their consultants during the Design Development Phase; and at a minimum, participate in biweekly progress meetings with Owner Project Manager and consultants.
- C. Design Development Documents.
1. Design/Builder shall prepare documents consisting of final design criteria, Design Development drawings, and outline specifications (together, "Design Development Documents"). Design Development Documents shall include, but are not limited to:
    - (a) Site plans, architectural, landscape, structural, mechanical and electrical floor plans, elevations, cross sections, room finish schedules, door and window schedules, and other mutually agreed upon Drawings deemed necessary to describe the developed design.
    - (b) Outline specifications describing the size, character and quality of the entire Project in its essentials as to kinds and locations of materials; type of structural, security, mechanical and electrical systems and equipment.
    - (c) Two copies of a color schedule, samples of types and size acceptable to Project Manager of textures and finishes of all materials in the Work at Project. The foregoing shall be provided to Owner's Project Manager for Owner approval.
    - (d) A grading and drainage plan and a site plan from architectural information showing a final development of the site. This Drawing will also include a horizontal and vertical control plan and utility connections to the infrastructure plan. The services described in this subparagraph shall be provided by a professional civil engineer who is to subcontract with Design/Builder.
- D. Additional Data or Services. Design/Builder shall advise Owner in writing if additional data or services of the following types are necessary and obtain such data and services as directed in writing by Owner:
1. Borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;
  2. Appropriate professional interpretations of the foregoing; and,

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3. Other special data or consultations necessary or useful in completion of Project.
- E. Report on Additional Permits or Reports. Design/Builder shall advise Owner in writing if any of the following are required:
1. Governmental permits of any type; and,
  2. Reports of any type to governmental agencies.
- F. Review with Owner. Design/Builder shall prepare, for approval by Owner, written design criteria for mechanical, security, and electrical systems.
- G. Review of the Final Design by Owner. Design/Builder shall submit final design to Owner for its acceptance. Design/Builder shall participate and cooperate fully in a review of the Final Design by Owner and any consultants engaged by it, to the extent necessary to satisfy Owner internal design review processes.

### **VI. CONSTRUCTION DOCUMENTS PHASE**

- A. Period of Service.
1. After acceptance by Owner of the Design Development Documents and any other required deliverables in the Design Development Phase, and upon written authorization from Owner, Design/Builder shall proceed with the performance of the services called for in the Construction Documents Phase.
  2. Design/Builder shall submit the deliverables required by the Construction Documents Phase within the stipulated period required in Project Schedule. Design/Builder shall submit at the 100% Construction Documents stage.
- B. Construction Documents. On the basis of Owner-accepted Design Development Documents, Design/Builder shall prepare final Drawings and Specifications (together, "Construction Documents") to show the work to be furnished and performed by Design/Builder. Construction Documents shall meet the standard of care for detail for construction of all work to be performed by Design/Builder and to obtain all required permits. Construction Documents shall set forth in detail the requirement for construction of all Work to be performed but shall not supersede the Contract Documents where the Contract Documents contain a more stringent requirement.
- C. Drawing and Specification Requirements. Design/Builder shall prepare Construction Documents Drawings in accordance with industry standards. Design/Builder shall prepare Construction Documents Specifications in conformance with the current format of the Construction Specification Institute with additional divisions as approved or requested by Owner. Construction

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Documents shall provide information customarily required in construction documents for projects of similar size, complexity and quality. Construction Documents shall include information required by applicable building trades to complete construction of the Project, excluding only details customarily developed by others during the actual Construction Phase. Design/Builder shall have complete responsibility to secure timely review by all authorities with jurisdiction. Design/Builder shall prepare all Construction Documents in full compliance with the Contract Documents, applicable building codes, ordinances, standards, governmental regulations and private restrictions, applicable to the Work. The same architectural and engineering team (and team personnel) that prepared the Design Development Documents shall complete the Construction Documents.

- D. Special Features. Design/Builder shall make full written disclosure to Owner and obtain Owner's express written approval of any proposed innovative, unique, proprietary, or sole source design features.
- E. Warranty. Design/Builder warrants to Owner that the final design, as expressed in the Construction Documents:
  - 1. Will be constructible, workable, watertight, and within Design/Builder's detailed Project schedule (per Document 01 32 00);
  - 2. Will comply in all respects with the requirements of the Contract Documents (including without limitation the Project Criteria);
  - 3. Will not call for the use of hazardous or banned materials; and
  - 4. Will fully comply with applicable building or local standards or codes, ordinances, standards, governmental regulations, and private restrictions applicable to the Work.
- F. Draft Presentation. Design/Builder shall prepare and submit draft Construction Documents at the 50% level of completion to Owner for review. Owner shall conduct such review as necessary and shall advise Design/Builder of any necessary modifications, amendments and additions as reasonably required by Owner, but such review shall not limit or modify any Design/Builder obligation under the Contract Documents. Following receipt of Owner's comments, Design/Builder shall complete final Construction Documents. Such complete Construction Documents shall be deemed the Construction Documents for Project.
- G. Approvals by Authorities Having Jurisdiction.
  - 1. Design/Builder shall take all steps to secure all required reviews and approvals of the Construction Documents from all AHJs over the Project.

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2. The same design team that worked on preparation of the Drawings shall work on coordination and addressing any review comments from AHJs over the Project.
  3. Upon completion of Construction Documents, Design/Builder shall submit such plans for approval to Owner's representatives (as Owner shall designate) and any other applicable agency and obtain necessary permits for the construction and operation of Project as specified in the Construction Documents. During the same time period, Design/Builder shall submit to Owner three (3) complete sets of Construction Documents for final approval.
- H. Permits. Design/Builder shall assist Owner in securing all necessary permits and approvals, by identifying all necessary permits and approvals, securing necessary forms, and either applying for such permits and approvals in Design/Builder's name or by providing Owner with signature ready completed forms for Owner's review and execution. This duty includes, but is not limited to, providing technical criteria, written descriptions and design data for use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of Project, and engage in consultations with appropriate authorities. Following approval, the Owner will issue required building permits on a 'no cost' basis.

### **VII. CONSTRUCTION PHASE**

- A. Notices to Proceed. Upon Owner's acceptance of Design/Builder's Permitted Construction Documents for all or any portions of the Work as Design/Builder and as otherwise provided in the Contract Documents, Owner will provide written notice authorizing Design/Builder to commence construction, and Design/Builder may commence construction of Project.
- B. General Administration of Construction. Design/Builder's architectural, design, and engineering sub-consultants shall, within the standard of care, make regular visits to the site at intervals appropriate to the various stages of construction as necessary to determine that construction generally conforms to the final design as approved.
- C. Quality Control and Reporting. Design/Builder's architectural, design and engineering sub-consultants shall participate in Design/Builder's required quality control program and within the standard of care shall advise Design/Builder and Owner in writing of any observations of defective work, work not in conformance with Drawings and Specifications, and lack of progress consistent with the schedule of work in areas associated with their services. See Document 01 45 00 (Quality Control).

### **VIII. OPERATION/PROJECT CLOSE-OUT PHASE**

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- A. Operation/Close Out. During the Operation/Project Close-Out Phase, Design/Builder and Design/Builder's architectural design, and engineering sub-consultants shall, when requested by Owner, provide all necessary architectural, design and engineering services, including services of its architectural, design and engineering sub-consultants, for:
1. Start-up, testing and placing in operation all equipment and systems;
  2. Completion of punch list work;
  3. Training Owner's staff to operate and maintain all equipment and systems;
  4. Assist Owner in developing systems and procedures for control of the operation and maintenance of and record keeping for Project;
  5. Prepare electronic record sets and sets of reproducible record prints or Plans showing those changes made during the construction process, based on the marked-up prints, Plans and other data;
  6. Together with Owner, visit Project to observe any apparent defects in the completed construction, correct such deficiencies, and supply information as needed regarding replacement, correction, or diminished value of defective work.

### **IX. DESIGN/BUILDER'S OBLIGATION FOR FINISHED CONSTRUCTION**

- A. Owner's right to review Design/Builder's design and deliverables, including without limitation Design Development Documents, Construction Documents, shop drawings, samples and Submittals, as specified in the Contract Documents, shall not relieve Design/Builder of its responsibility for a complete design and construction complying with the requirements of the Contract Documents; but rather, such review shall be in furtherance of Owner's monitoring and accepting the design as developed and issued by Design/Builder, consistent with these Contract Documents. Design/Builder's responsibility to design and construct Project in conformance with the Contract Documents including, but not limited to, the applicable performance standards and any fully executed Contract Modifications, shall be absolute. Such duty may not be altered or diminished by any action other than a signed Contract Modification.
- B. Auto CAD and Other Electronic Data. Provide Auto CAD files of all Construction Documents including as-bid, as-built, and all record Drawings, in acceptable electronic format and based on/in compliance with Owner's requirements. Design/Builder shall prepare electronic record sets and sets of reproducible record prints or Drawings showing those changes made during the construction process. Electronic data shall conform to Owner requirements for compatibility with Owner equipment and software.

**END OF DOCUMENT**

**DOCUMENT 01 11 53**

**SUMMARY OF WORK**

**I. WORK COVERED BY CONTRACT DOCUMENTS**

- A. Work comprises of the turnkey planning, design, construction, procurement of equipment, start-up, testing and commissioning of the Project shown in the Contract Documents.
- B. The Work of this Contract comprises construction of all the Work indicated, described in the Specifications, or otherwise required by the Contract Documents.
- C. Furnish all design, planning, engineering, labor, materials, equipment, services, permits, temporary controls and construction facilities, and all general conditions, seismic requirements, general requirements and incidentals required to complete the Work in its entirety as described in the Contract Documents.
- D. The Work includes:
  - 1. Fully coordinating all work with ongoing Owner operations, including but not limited to, compliance with existing Owner procedures for shutdown procedures, life safety procedures, wall penetration procedures, utility interference procedures, and work necessary to coordinate the interface of existing and ongoing operations with site logistics, utilities, building to building interface, noise, vibration, and disruptions.
  - 2. Fully coordinate all excavation work, including submittals for advance review and approval of all shoring and underpinning plans, to include coordination with user groups, Owner operational requirements, and necessary assurances that Owner operations will not be subject to interference.
- E. Work includes all necessary research, investigations, further soils reports and consultant investigations, design, construction and/or mitigation measures of any type, for all soils conditions including hazardous materials and unforeseen conditions underground, as necessary to complete the Work including all legal and regulatory requirements, that an experienced design-builder building a similar size and nature facility in the geographic locale of the Project should have reasonably anticipated. Design/Builder acknowledges, however, that it has completed all such work necessary for the design and construction of the building foundations and accepts the risk of unexpected conditions for same.
- F. Following Substantial Completion of the Project, Design/Builder shall maintain available at the applicable Site, as necessary, its project manager, superintendent, and any other reasonably required personnel to assist Owner with necessary work, warranty work, revisions to the Work, and adjustments or additional work efforts

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necessary to achieve final completion and to achieve all permits from all Authorities Having Jurisdiction over the Project.

- G. Unless provided otherwise in the Contract Documents, all risk of loss to Work covered by Contract Documents shall rest with Design/Builder until Final Acceptance of the Work.
- H. Design/Builder's use of the premises for Work and storage is limited to the area indicated in the Document 00 01 16 (Project Criteria), if any is indicated.
- I. Design/Builder shall be solely responsible for all utilities (including without limitation electricity, storm drain, water, natural gas) at the Site and/or required to complete the Work of the Contract Documents.
- J. Remove, cut, alter, replace and repair existing road, utilities, and equipment as necessary to install new Work, consistent with Design/Builder's coordination and planning responsibilities, to not interfere with ongoing Owner operations. Except as otherwise shown or specified, do not cut, alter or remove any structural Work, and do not disturb any ducts, plumbing, steam, gas, or electrical Work without approval of Owner. Existing Work (walls, structures, partitions, floors, mechanical and electrical Work, etc.) disturbed or removed as a result of performing required new Work, shall be restored to the original conditions. Existing Work to be altered or extended and that found to be defective in any way, shall be reported to Owner before commencing Work. Materials and workmanship used in restoring Work shall conform or exceed in type and quality that of original existing construction, except as otherwise shown or specified or required by codes or applicable standards.
- K. As part of the Work, Design/Builder shall review all existing facilities that are related to this Contract and shall be familiar with all utilities requirements and construction.

## **II. WORK ITEMS, ALLOWANCES, AND ALTERNATES**

- A. Any Work Item may be deleted from the Work and Contract Sum, in total or in part, prior to or after award of Contract without compensation in any form or adjustment of other Work Items or prices therefore.
- B. Payment of all items is subject to provisions of Contract Documents, including without limitation Document 01 20 53 (Measurement and Payment - Design Build).
- C. For all Work Items, furnish and install all work indicated and described in Specifications and all other Contract Documents, including connections to existing systems. Work and requirements applicable to each individual Work Item, or unit of Work, shall be deemed incorporated into the description of each Work item.

**III. CONCURRENT AND FUTURE WORK UNDER OTHER CONTRACTS**

- A. The Work of the Project shall also involve Owner and/or vendor supplied equipment and systems that either Owner, Design/Builder or the respective vendor will install, test, and commission.
- B. Design/Builder shall develop the schedule, coordinate, install and/or cooperate, all such work required of the Owner, Design/Builder and respective vendors, as required to complete the Work of the Contract Documents within the Contract Time. Design/Builder shall not be responsible for obtaining licenses issued by DHCS.

**IV. WORK SEQUENCE**

- A. Construct Work in stages and at times to accommodate Owner operation requirements during the construction period; coordinate construction schedule and operations with Owner.
- B. Design/Builder acknowledges that shoring may be required to maintain a safe excavation and protect facilities, including both existing and recently constructed under this Contract. All expenses for shoring of excavations shall be included in the Contract prices.

**V. WORK DAYS AND HOURS**

- A. Work days hours are subject to a site by site review and may vary from site to site. Generally, normal working days and hours generally are Monday-Friday inclusive, 7:00 a.m. to 4:00 p.m. local time, or as approved in writing by Owner representative. Owner observes all legal Holidays and Design/Builder shall not schedule or anticipate Owner personnel to work on legal Holidays.
- B. Work at the Site on evenings, weekends or holidays is not permitted, unless Design/Builder requests otherwise from Owner in writing at least 48 hours in advance and Owner approves in its sole discretion. In the case of Work by Design/Builder other than normal working hours, Design/Builder shall be responsible for any additional inspection costs incurred by Owner. Such costs may be withheld from any succeeding monthly progress payment.
- C. Connections to or Alterations to Existing Facilities. Unless otherwise specified or indicated, Design/Builder shall make all necessary connections or alterations to existing facilities, including structures, drain lines, and utilities such as water, sewer, gas, telephone, and electric. In each case, Design/Builder shall provide advance notice to and receive permission from Owner or the owning utility prior to undertaking any connection or making any alterations.
- D. Design/Builder shall protect facilities against harmful substances and damage.

**VI. COOPERATION OF DESIGN/BUILDER AND COORDINATION WITH OTHER WORK**

- A. Design/Builder shall coordinate with Owner and any Owner forces, or other Design/Builders and forces referenced above in Article III, as required by Document 00 72 53 (General Conditions- Design Build), Article VI.
- B. Design/Builder shall submit all required Coordination Drawings for the work of its subcontractors as soon as practical to ensure efficient installations and to avoid conflicts. The timing of said submittals may vary depending on the timing of shop drawing approvals and equipment and material submittals, but must be in time to allow for proper review and approval before the start of work associated with the coordination drawings.
- C. Design/Builder shall coordinate the construction schedule with the schedule of Owner for normal power service installation.
- D. Noise: Construction activities are to comply with applicable local noise ordinance and applicable Cal-OSHA regulations and all contract standards expressed herein, whichever is most stringent.

**VII. MAINTENANCE, PRODUCT HANDLING, AND PROTECTION**

- A. Design/Builder shall transport, deliver, handle, and store materials and equipment at the Site in such a manner as to prevent the breakage, damage or intrusions of foreign matter or moisture, and otherwise to prevent damage. Design/Builder shall arrange for Owner right of inspection or observation of all materials and equipment in fabrication, assembly or transport, which right Owner may exercise in its sole unfettered discretion.
- B. Hazardous substance compliance: Design/Builder shall provide Owner with copies of the OSHA Material Safety Data Sheets (MSDS) for all products containing a hazardous substance, for example, adhesives, paints, sealants, and the like.
- C. Packaging: Design/Builder shall provide packaged material in manufacturer's original containers with seals unbroken and labels intact until incorporated into the Work.
- D. Design/Builder shall remove all damaged or otherwise unsuitable material and equipment promptly from the Site.
- E. Protection: Design/Builder shall protect all finished surfaces.
- F. Cost of maintenance of systems and equipment prior to either Substantial Completion or Final Completion will be considered as included in Contract prices and no direct or additional payment will be made therefore.

**VIII. PARTIAL OCCUPANCY/UTILIZATION REQUIREMENTS**

- A. Design/Builder shall allow Owner to take possession of and use any completed or partially completed portion of the Work during the progress of the Work as soon as is possible without interference to the Work.
- B. Possession, use of Work, and placement and installation of equipment by Owner shall not in any way evidence the completion of the Work or any part of it.
- C. Design/Builder shall not be held responsible for damage to the occupied part of the Work resulting from Owner occupancy.
- D. Design/Builder shall make available, in areas occupied, on a 24-hour per day and 7-day per week basis if required, any utility services, heating, and cooling in condition to be put in operation at the time of occupancy.
  - 1. Responsibility for operation and maintenance of said equipment shall remain with Design/Builder.
  - 2. Design/Builder shall make, and Owner shall certify, an itemized list of each piece of equipment so operated with the date operation commences.
  - 3. Itemized list noted above shall be basis for commencement of warranty period for equipment.
  - 4. Owner shall pay for utility cost arising out of occupancy by Owner during construction.
- E. Use and occupancy by Owner prior to acceptance of Work does not relieve Design/Builder of its responsibility to maintain insurance and bonds required under the Contract until entire Work is completed and accepted by Owner.
- F. Prior to date of Final Acceptance of the Work by Owner, all necessary repairs or renewals in Work or part thereof so used, not due to ordinary wear and tear, but due to defective materials or workmanship or to operations of Design/Builder, shall be made at expense of Design/Builder, as required in Document 00 72 53 (General Conditions- Design Build).
- G. Use by Owner of Work or part thereof as contemplated by this Document 00 11 53 shall in no case be construed as constituting acceptance of Work or any part thereof. Such use shall neither relieve Design/Builder of any responsibilities under Contract, nor act as waiver by Owner of any of the conditions thereof.
- H. Owner may specify in the Contract Documents that portions of the Work, shall be substantially completed prior to substantial completion of all of the Work or of the applicable Construction Phase. Design/Builder shall notify Owner's Representative in writing when Design/Builder considers any such part of the

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Work substantially complete and request Owner to issue a Certificate of Substantial Completion for that part of the Work.

### **IX. DESIGN/BUILDER USE OF PREMISES AND COORDINATION**

- A. Design/Builder shall confine operations at Site to areas permitted by Contract Documents, permits, ordinances, and laws.
- B. Design/Builder shall not unreasonably encumber Project Site with materials or equipment.
- C. Design/Builder shall assume full responsibility for protection and safekeeping of products stored on premises.
- D. Design/Builder shall move any stored products that interfere with operations of Owner or other Design/Builder.
- E. Parking, storage, staging, and work areas shall be coordinated with Owner, and comply with all other Contract documents requirements.
- F. Design/Builder shall understand and use procedures included or referenced in this manual for construction coordination and shall advise Owner of any objections or asserted inconsistencies therein.
- G. Design/Builder acknowledges that management of surface and groundwater will be required at the Site, particularly during and after rain. Design/Builder shall take all appropriate measures, including, but not limited to, dewatering, pumping, diversion and removal of surface and ground water from the Site and adjacent property.

### **X. LINES AND GRADES**

- A. All Work shall be done to the lines, grades, and elevations indicated on the Drawings.
- B. Owner shall provide basic horizontal and vertical control points to be used as datums for the Work, however, all further survey, layout, and measurement work shall be performed by Design/Builder as a part of the Work.
- C. Design/Builder shall provide at its cost an experienced California licensed civil engineer or land surveyor, and all required instrument persons, competent assistants, and such instruments, tools, stakes and other materials required to complete the survey, layout, and measurement work. In addition, Design/Builder shall furnish at its cost competent persons and such tools, stakes, and other materials as Owner (and/or any Architect) may require in establishing or designating control points, or in checking survey, layout, and measurement work performed by Design/Builder.

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- D. Design/Builder shall locate control points before commencing construction Work on any Site, preserve all reference points throughout construction, and promptly replace all points which become lost or destroyed.
- E. Design/Builder shall keep Owner informed, a reasonable time in advance, of the times and places at which it wishes to do Work, so that any checking deemed necessary by Owner may be done with minimum inconvenience to Owner and minimum delay to Design/Builder.
- F. Design/Builder shall remove and reconstruct Work which is improperly located.

### **XI. PROTECTION OF EXISTING STRUCTURES AND UTILITIES**

- A. Owner will continue operations in, around and adjacent to the Project Site and Design/Builder shall perform all work, scheduling and coordination, and give notices and obtain consents, as necessary to allow Owner to continue in full operation during construction.
- B. The Drawings may indicate many of the existing above- and below-grade structures, drainage lines, storm drains, sewers, water, gas, electrical, hot water, and other similar items and utilities that are known to Owner. Such information has been recorded in good faith and reflects current information located and available to consultants at the time of preparing the drawings.
- C. Owner has made a good-faith effort to locate any other drawings (other than Contract Drawings or materials contained in the Contract Drawings) and materials that may indicate underground (out of sight) utilities. Such drawings (other than Contract Drawings) which may indicate underground (out of sight) utilities have been accumulated and an index of these documents is appended to Document 00 31 19 (Existing Conditions Information). It is the Design/Builder's responsibility to be fully aware of these drawings and the possible underground utilities and/or other installations that may be indicated thereon and Design/Builder shall take necessary measures to protect these utilities or installations throughout the life of the Project. Design/Builder is expected to work with Subcontractors experienced and familiar with these types of facilities and to jointly examine all Drawings and available information to develop the appropriate excavation and underground work strategies for work in this area.
- D. Design/Builder shall locate these known existing installations before proceeding with trenching or other operations which may cause damage, shall maintain them in service where appropriate, and shall repair any damage to them caused by the Work, at no increase in Contract Sum.
- E. Additional utilities whose locations are unknown to Owner are suspected to exist. Design/Builder must be alert to their existence and, before excavation Work begins, shall develop appropriate safety measures to prevent harm to such additional utilities and then employ those safety measures during the Work. Design/Builder also, before excavation Work begins, shall develop a delay

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mitigation strategy to employ if additional utilities are encountered. If additional utilities are encountered, Design/Builder must immediately begin delay mitigation efforts and report to Owner for disposition of the utility and the Work affected by the additional utility discovery.

- F. Additional special underground conditions whose locations are unknown to Owner may exist, including without limitation Native American burial sites. Before excavation Work begins, Design/Builder shall develop, submit for review and employ appropriate safety measures during the Work to prevent harm to such special conditions and develop a delay mitigation strategy to employ if such special conditions are encountered. If such additional special conditions are encountered, Design/Builder must immediately notify Owner, coordinate with Owner as necessary or requested, begin delay mitigation efforts, and report to Owner for disposition of the Work affected by the discovery of the underground condition.
- G. In addition to reporting, if a utility or special underground condition is damaged, Design/Builder must take appropriate action as provided in Document 00 72 53 (General Conditions - Design Build).
- H. Additional compensation or extension of time on account of utilities or other special underground condition not indicated or otherwise brought to Design/Builder's attention including reasonable action taken to protect or repair damage shall be determined as provided in Document 00 72 53 (General Conditions - Design Build) and Government Code section 4215.

## **XII. DAMAGE TO EXISTING PROPERTY**

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

## **XIII. NOISE CONTROL**

- A. Noise shall be kept to a minimum in construction operations.
  - 1. Refer to Contract Specifications for specific noise control requirements.

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2. The Design/Builder shall conduct its Work in conformance with any noise abatement and control requirements of the Owner.
  3. Coredrilling, sawcutting and jackhammering of concrete inside and outside the building, and all construction Work within occupied spaces shall be performed on regular hours, unless otherwise approved .
- B. When required by OSHA Standards, construction workers shall be provided with ear protection to operate equipment. All other OSHA requirements as related to noise shall be adhered to.
- C. Design/Builder shall take reasonable measures to avoid unnecessary noise. Such measures shall be appropriate for the normal ambient sound levels in the area during working hours. All construction machinery and vehicles shall be equipped with practical sound-muffling devices, and operated in a manner to cause the least noise consistent with efficient performance of the Work. During construction activities on or adjacent to occupied buildings, and when appropriate, Design/Builder shall erect screens or barriers effective in reducing noise in the building and shall conduct its operations to avoid unnecessary noise which might interfere with the activities of building occupants.
- D. Design/Builder shall advise Owner of all anticipated noise events that may reasonably interfere with Owner operations in any manner, and coordinate work hours and durations to accommodate Owner operations and construction requirements. If noise is not properly coordinated as to timing and volume, Owner may require additional measures be taken to prevent interference with Owner operations and eliminate unnecessary annoyance. Any additional time or expense caused by noisy operations and remediation of same, are all for the account of the Design/Builder and/or its Subcontractors. No Change Order Request for these issues will be considered by Owner.
- E. Design/Builder shall ensure and provide certification to Owner that all construction equipment and vehicles used for the Work are:
1. Maintained in good mechanical condition
  2. Equipped with properly installed engine mufflers

### **XIV. VIBRATION CONTROL**

- A. Design/Builder shall coordinate with Owner, adjust work hours or means and methods of work, to minimize or control or limit vibration events, to permit construction progress without interference with Owner operations.
- B. Design/Builder shall coordinate its work with Owner so that any operations that may cause vibration (for example, drilling and/or compaction) can be scheduled for specific hours and durations to minimize or eliminate any possible difficulty associated with the effect of vibration.

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- C. Design/Builder shall take reasonable measures to prevent unnecessary vibration in its operations. Any excess vibration, caused by Design/Builder's operations, that disrupts Owner normal operations may cause Owner to issue a stop work notice for such time that it takes for Design/Builder to provide an acceptable alternate means of accomplishing its work that is acceptable to Owner.

### **XV. DUST CONTROL**

- A. Design/Builder shall take reasonable measures to prevent unnecessary dust. The following items shall be specifically implemented to control dust:
  - 1. All construction locations with active excavation shall be watered at least twice daily.
  - 2. Cover all trucks hauling soil, sand, and other loose materials; or require all trucks to maintain at least two feet of freeboard.
  - 3. Pave, apply water daily, or apply non-toxic soil stabilizers on all un-paved access roads, parking areas, and staging areas at construction site.
  - 4. Sweep daily with water sweepers all paved access roads, parking areas, and staging areas at construction sites during earthwork activities.
  - 5. Enclose, cover, water twice daily, or apply non-toxic soil binders to exposed stockpiles (dirt, sand, etc.)
- B. Buildings or operating facilities which may be affected adversely by dust shall be adequately protected from dust. Existing and new machinery, motors, instrument panels, or similar equipment shall be protected by suitable dust screens. Proper ventilation shall be included with dust screens.
- C. Building Interiors: provide dust barriers, walk-off pads, etc. to minimize dust infiltration in buildings. If required, the Design/Builder will clean interior common areas (for example, corridors, lobbies) at the end of each work day.

### **XVI. PARKING**

- A. Vehicle parking directly on Owner property is generally available for Design/Builder's employees, and where necessary, Owner will arrange for parking sites for Design/Builder's employees' parking in the vicinity of the Site. Design/Builder shall verify that planned parking spaces are adequate for the requirements of the Work; and, otherwise, make appropriate provisions in cooperation with the Owner.

### **XVII. LAYDOWN/STAGING AREA**

- A. Design/Builder and Owner shall reach agreement regarding Design/Builder's necessary laydown/staging areas. Design/Builder shall utilize such agreed area for

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storage of all construction materials, and no other area at or adjacent to the site. The area shall be fenced and locked by Design/Builder for security purposes.

### **XVIII. INSPECTION AND TESTING**

- A. Inspection and testing. Design/Builder is responsible for preparing, demonstrating, adjusting and correcting the Work for all inspections and tests, provide necessary labor and schedule and closely coordinate any inspections required by Owner or any Authority Having Jurisdiction over the Project.
- B. Design/Builder shall schedule and coordinate all testing and inspections. Because of Design/Builder's responsibility for the Project design, it is anticipated that Design/Builder will have specific knowledge of work, areas systems, materials or equipment that may present challenges for testing and inspection, and will advise the Owner and the project inspectors sufficiently ahead of time to mitigate or avoid project delays.
- C. All "material testing" and "special inspections" related to the structure and required by law or Codes to be conducted by the Owner or by other governing authorities, shall be conducted by Owner or under Owner's direction. All other such tests and inspections shall be conducted by Design/Builder within its scope of work, as part of its quality assurance responsibilities, with Owner being advised of such inspections and tests for observation and monitoring (and receiving copies of all materials generated in connection therewith) in its discretion.
- D. Design/Builder shall have full responsibility to ascertain all requirements for testing and inspection, show such requirements on the project schedule (including that three-week look ahead schedule reviewed at the weekly project meetings), shall determine and anticipate any inspections or quality requirements that may require special attention or a request for a variance or explanations to avoid the necessity of retesting, and shall closely coordinate with all project inspectors as necessary to maintain schedule and quality requirements.

### **XIX. PUNCH LIST VERIFICATION**

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

### **XX. UNFAVORABLE CONSTRUCTION CONDITIONS**

During unfavorable weather, wet ground, or other unsuitable construction conditions, Design/Builder shall confine its operations to Work which will not be affected adversely by such conditions. No portion of the Work shall be constructed under conditions which would affect adversely the quality or deficiency thereof, unless special means or precautions are taken by Design/Builder to perform the Work in a proper and satisfactory manner. The Design/Builder

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will employ best practices to manage the construction site during inclement weather. Persons performing the Work shall examine surfaces to receive their Work and shall report in writing to Design/Builder, with copy to Owner representative conditions detrimental to the Work. Failure to examine and report discrepancies makes the Design/Builder responsible, at no increase in Contract Sum, for corrections Owner may require. Commencement of Work constitutes acceptance of surface.

### **XXI. CONSTRUCTION SITE ACCESS**

Design/Builder shall at all time limit access to the Site to necessary personnel only. All personnel associated with construction of the Project shall enter the site through Design/Builder's access gate, at the location indicated on the Drawings. Access for construction personnel shall be limited to 7:00 a.m. to 4:00 p.m. local time, or as approved by Owner representative. All mail and deliveries (Federal Express, equipment, etc.) shall be sent to a separate address specifically arranged by Design/Builder for the Project. Design/Builder is responsible for providing adequate signage (subject to Owner approval) to alert delivery persons to the new address. Owner will not receive or forward Design/Builder mail or deliveries.

### **XXII. SITE ADMINISTRATION**

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

### **XXIII. TRAFFIC PLAN**

- A. In addition to the requirements for "Construction Site Access" herein and "Use of Roadways and Walkways" (see Document 00 72 53 General Conditions- Design Build,), the Design/Builder is required to submit a complete project "Traffic Plan" within 30 days of "Notice to Proceed" and/or prior to start of work, for each Construction Phase, whichever occurs first. This Traffic Plan must address access to and from the Site (as described in more detail below) and provide coverage, mitigation and prevention measures for any disruptions to the flow of traffic in and around the construction site throughout the entire project construction timeframe (including means of egress for Design/Builder's deliveries and vehicles)
- B. The Design/Builder's Traffic Plan specifically must include:
  1. A clearly defined means of access into the Design/Builder's work area from public streets.

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2. A clearly defined means to keep required Fire Access lanes fully accessible.
  3. A complete review of pedestrian access to and from the existing facilities and employee parking and proper measures included in the Traffic Plan to avoid any blockage of pedestrian access. (The Design/Builder may propose acceptable, alternate pedestrian access to Owner at which time a revised Plan must be produced.)
- C. Any changes or modifications to the approved Traffic Plan must be submitted to and approved by Owner. The Design/Builder is required to submit a revised updated Traffic Plan every time a change in the existing plan occurs.

### **XXIV. OWNER-FURNISHED PRODUCTS**

- A. Owner's Responsibilities:
1. Arrange for and deliver Owner-reviewed Shop Drawings, Product Data, and Samples, to Design/Builder.
  2. Arrange and pay for delivery to site.
  3. On delivery, inspect products jointly with Design/Builder.
  4. Submit claims for transportation damage and replace damaged, defective, or deficient items.
  5. Arrange for manufacturers' warranties, inspections, and service.
- B. Design/Builder's Responsibilities:
1. Review Owner-reviewed Shop Drawings, Product Data, and Samples.
  2. Receive and unload products at site; inspect for completeness or damage jointly with Owner.
  3. Handle, store onsite, install, and finish products.
  4. Repair or replace items damaged after receipt.
  5. Install into Project per Contract Documents.

**END OF DOCUMENT**

**DOCUMENT 01 20 53**

**MEASUREMENT AND PAYMENT**

**I. SCOPE OF WORK**

- A. Work under the Contract Documents, or under any Work item, allowance, or Alternate, shall include all labor, materials, taxes, transport, handling, storage, supervision, administration, and all other items necessary for the satisfactory completion of Work, whether or not expressly specified or indicated.
- B. Unit Prices shall apply to Work covered by unit prices, regardless of quantity. By executing the Agreement, Design/Builder acknowledges that these unit prices shall remain fixed throughout performance of the Contract, regardless of any incremental cost differentials resulting from variances in any quantity estimates or increased or decreased economies of scale.

**II. DETERMINATION OF QUANTITIES**

- A. Quantity of Work to be paid for under any item for which a unit price is fixed in Contract Documents shall be number, as determined by Owner, of units of Work satisfactorily completed in accordance with Contract Documents or as directed by Owner. Unless otherwise provided, determination of number of units of Work so completed will be based, so far as practicable, on actual measurement or count within prescribed or ordered limits, and no payment will be made for Work done outside of limits.
- B. Measurements and computations will be made by methods set forth in Contract Documents, including without limitation this Document 01 20 53. If methods are not so set forth, measurements shall be made in any manner which Owner considers appropriate for class of Work measured (for example., pre-assigned values, percentage completion, units completed or incremental Milestones). Design/Builder must immediately inform Owner of any disputes regarding quantity measurements and shall immediately supply Owner with any documentation supporting the disputed measurements.

**III. SCOPE OF PAYMENT**

- A. Except as otherwise expressly stated in Document 01 11 50 (Summary of Work-Design Services) and Document 01 11 53 (Summary of Work), payment to Design/Builder at the unit price or other price fixed in Contract Documents for performing Work required under any item, or (if the Contract is on a single lump sum price basis) at the lump sum price fixed in the Contract Documents for performing all Work required under Contract Documents, and as either may be adjusted pursuant to any approved Contract Modification, shall be full compensation for completing, in accordance with Contract Documents, all Work required under the item or under Contract Documents, and for all expense

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incurred by Design/Builder for any purpose in connection with the performance and completion of said Work, including all incidental Work necessary for completion of the Work.

- B. The Contract Sum, whether lump sum, unit price or otherwise, shall be deemed to include all costs necessary to complete required Work, including Design/Builder overhead and profit, all costs (if any) for loss or damage arising from nature of Work or prosecution of the Work, and from action of elements. Unless Contract Documents expressly provide otherwise, the Contract Sum shall be deemed to include:
1. Any and all costs arising from any unforeseen difficulties which may be encountered during, and all risks of any description connected with, prosecution of Work or any Work item (whether lump sum or unit price) until acceptance by Owner;
  2. All expenses incurred due to suspension, or discontinuance of Work or any Work item (whether lump sum or unit price) as provided in Contract Documents;
  3. Escalation to allow for cost increases between time of Contract Award and completion of Work or any Work item (whether lump sum or unit price).
- C. Whenever it is specified herein that Design/Builder is to do Work or furnish materials of any class for which no price is fixed in Contract Documents, it shall be understood that Design/Builder is to do such Work or furnish such materials without extra charge or allowance or direct payment of any sort, and that cost of doing Work or furnishing materials is to be included in Contract price, unless it is expressly specified herein, in particular cases, that Work or material is to be paid for as extra Work.

### IV. BASIS OF PAYMENT

- A. Unit Price Quantities: When estimated quantity for specific portions of Work is listed in Proposal Form, quantity of Work to be paid for shall be actual number of units satisfactorily completed, as determined by Owner and certified by Design/Builder, in accordance with Contract Documents.
- B. Lump Sum: When estimated quantity for specific portion of Work is not indicated and unit is designated as lump sum, payment will be on a lump sum basis for Work satisfactorily completed in accordance with Contract Documents.
- C. Allowances: Allowance items (if any) will be paid for as provided in Document 01 11 53 (Summary of Work). Allowances shall be paid at actual cost, plus or minus 8% for Design/Builder's overhead and profit, measured against the allowance amount in Document 00 52 53. Funds authorized for Allowance Work will not be released for Contract payments unless Owner has authorized Allowance Work in writing.

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

### **V. REQUIRED WORK BREAKDOWN STRUCTURE/SCHEDULE OF VALUES**

- A. In order to establish the baseline for measuring performance to accumulate actual cost data, Design/Builder shall record project costs according to a Project specific Work Breakdown Structure/Schedule of Values (“WBS/SOV” or “WBS”). The WBS/SOV shall be in a form as may be further directed by Owner. Design/Builder shall use the WBS/SOV as the basic format for reporting of Project budgets, costs, performance and progress, and also for requesting payment under the Contract Documents. The Project Schedule will not utilize a WBS/SOV level of detail for project costs, commonly known as a cost-loaded schedule. The WBS/SOV of the Project will utilize AIA G702/G703 format.
- B. Owner will review each WBS/SOV to ensure that the dollar amounts of the WBS/SOV are, in fact, fair market cost allocations for the Work items listed. Upon favorable review by Owner, Owner will accept the WBS/SOV for use. Owner shall be the sole judge of fair market cost allocations.
- C. Owner will reject any attempt to increase the cost of early activities, i.e., “front loading,” resulting in an inaccurate reallocation of moneys until such “front loading” is corrected. Repeated attempts at “front loading” may result in suspension or termination of the Work for default or refusal to process progress payments until such time as the WBS/SOV is acceptable to Owner.

### **VI. PROGRESS PAYMENTS**

- A. Progress payments will be made monthly in accordance with Public Contract Code section 20104.50.
- B. Design/Builder shall establish and maintain records of cost of the Work in accordance with generally accepted accounting practices and the WBS/SOV. Design/Builder applications for payment shall identify, segregate, and separate all costs and payment requests.
- C. Design/Builder applications for payment shall conform to the WBS/SOV and shall request payment of a percentage completion of lump sum items, or other agreed schedule for payment of such lump sum items.

D. Applications for Payment:

1. On or before the 20th day of each month, Design/Builder shall submit to Owner a marked up (pencil) copy of an Application for Payment, meeting all Document 01 20 53 requirements, for the value of the Work put in place during the period of the prior month, on a per-Subproject basis. The Owner will review the supplied documentation and inspect and confirm the noted percentages pursuant to the WBS/SOV prepared in accordance with this Document 01 20 53.
2. Design/Builder and Owner shall meet by the 27th of each month per Document 01 31 19 to review any adjustments necessary to the pencil draft. Design/Builder will submit a final Application for Payment on or before the first day of the following month, according to the amounts agreed in the meeting on the 27th of the month. The Owner may elect to submit any notations, questions, or proposed revisions in writing in lieu of the meeting.
3. If Owner determines that portions of the Application for Payment are not proper or not due under the Contract Documents, then Owner may approve the other portions of the Application for Payment, and in the case of disputed items or defective Work not remedied, may withhold up to 150 percent of the disputed amount from the progress payment.
4. The agreed Application for Payment shall be for the total value of all activities completed or partially completed, including approved activity costs, based upon WBS/SOV values of all labor and materials incorporated in the Work up until midnight of the last Day of the payment application period, less the aggregate of previous payments. Accumulated retainage, and any amounts withheld and not previously paid, shall each be shown as a separate item in payment summary.
5. If Design/Builder is late submitting its Application for Payment, it will result in processing of Design/Builder's Application for Payment being delayed on a Day for Day basis.
6. Applications for Payment may include, but are not necessarily limited to the following:
  - (a) Cost of material, equipment, and labor incorporated into the Work, less any previous payments for the same;
  - (b) For material or equipment not incorporated into the Work:
    - (i) Up to 90 percent of the cost of equipment identified, if purchased and delivered to the Site or stored off Site, as may be approved by Owner; and

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- (ii) Up to 90 percent of the cost of materials identified, specifically fabricated for the Project that are not yet incorporated into the Work, as may be approved by Owner.
  - (iii) Owner's approval shall not be unreasonably withheld. Design/Builder shall show good cause (for example, steel price fluctuations) for advance procurement more than six months in advance of the scheduled use/installation date.
- 7. At the time any Application for Payment is submitted, Design/Builder shall certify in writing the accuracy of the Application and that Design/Builder has fulfilled all scheduling requirements of Document 00 72 53 (General Conditions- Design Build) and Document 01 32 00 (Progress Schedules and Reports), including updates and revisions. Design/Builder's Project Representative shall execute the certification.
- 8. If Design/Builder fails to timely deliver any of the following items, Owner may withhold five percent (5%) of each Application for Payment unless and until received:
  - (a) Complete Monthly Project Reports required by Document 00 52 50.53 (Construction Management Services)
  - (b) All required monthly schedule update information required by Document 01 32 00 (Progress Schedules and Reports) or otherwise.
  - (c) All Project Record Document submittals required by Document 01 78 00 (Project Record Documents) or otherwise.
- 9. Each Application for Payment shall list each Contract Modification and Change Directive ("CD") executed prior to date of submission, including the Contract Modification/CO Number, and a description of the work activities, consistent with the descriptions of original work activities. Submit a monthly Contract Modification/CO status log to Owner.
- 10. If Owner requires substantiating data, submit information requested by Owner, Application for Payment number and date, and detailed list of enclosures. Submit one copy of substantiating data and cover letter for each copy of Application for Payment submitted.
- 11. If Design/Builder fails or refuses to participate in work reconciliations or other construction progress evaluation with Owner, Design/Builder shall not receive current payment until Design/Builder has participated fully in providing construction progress information and schedule update information to Owner.

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12. In connection with any Application for Payment to be paid or reimbursed from BHCIP Funds, Design-Builder to prepare the application for disbursement in accordance with the requirements set forth in the Program Funding Agreement, and Owner shall cooperate with Design-Builder as needed to satisfy all conditions of disbursement within Owner's control. Owner shall promptly submit and diligently process each completed BHCIP application for disbursement in accordance with the Program Funding Agreement.

### E. Progress Payments

1. As soon as practicable after approval of each Application for Payment for progress payments, and no later than thirty (30) days after such approval, Owner will pay to Design/Builder in manner provided by law, an amount equal to 95 percent of the amounts otherwise due (amounting to a 5% retention) as provided in the Contract Documents, or a lesser amount if so provided in Contract Documents, less an additional five percent of the amounts otherwise due (before taking into account the retention).
2. Payments may at any time be withheld if, in judgment of Owner, Work is not proceeding in accordance with Contract, or Design/Builder is not complying with requirements of Contract, or to comply with stop notices.
3. Before any progress payment or final payment is due or made, Design/Builder shall submit satisfactory evidence that Design/Builder is not delinquent in payments to its Construction General Contractor and its employees, Subcontractors, suppliers, or creditors for labor and materials incorporated into Work. This specifically includes, without limitation, statements from each supplier, Construction General Contractor and Construction Subcontractors providing labor, equipment or services for that time period, that they have submitted conditional lien release forms for the current progress payment and unconditional release forms for past progress payments, except for the preceding month's progress payments, to allow adequate time to pay and collect the unconditional release forms. Design/Builder shall receive such lien release forms, shall represent to Owner that such forms are received, and hold them in trust for the Owner. If Design/Builder does not comply with this obligation, and for good cause, Owner also may elect to pay progress payments by joint check to Design/Builder and any Construction General Contractor or Construction Subcontractor having an interest in that progress payment in such amount. By issuing their bonds, Design/Builder's sureties shall consent to this procedure.
4. Owner reserves and shall have the right to withhold payment for any equipment and/or specifically fabricated materials that, in the sole judgment of Owner, are not adequately and properly protected against weather and/or damage prior to or following incorporation into the Work.

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5. Granting of progress payment or payments by Owner, or receipt thereof by Design/Builder, shall not be understood as constituting in any sense acceptance of Work or of any portion thereof, and shall in no way lessen liability of Design/Builder to replace unsatisfactory work or material, though unsatisfactory character of work or material may have been apparent or detected at time payment was made.
  6. When Owner shall charge sum of money against Design/Builder under any provision of Contract Documents, amount of charge shall be deducted and retained by Owner from amount of next succeeding progress payment or from any other moneys due or that may become due Design/Builder under Contract. If, on completion or termination of Contract, such moneys due Design/Builder are found insufficient to cover Owner charges against it, Owner shall have right to recover balance from Design/Builder or Sureties.
- F. Retention. The issuance of a temporary or conditional certificate of occupancy for a designated portion of the Work as to which Owner has taken beneficial occupancy shall not trigger the retention release provisions under applicable state law.

### **VII. PROVISIONS FOR MATERIALS AND EQUIPMENT NOT YET INCORPORATED INTO THE WORK**

- A. Where Design/Builder requests payment on the basis of materials and equipment not incorporated in the Work, Design/Builder must satisfy the following conditions:
1. The materials and/or equipment shall be delivered and suitably stored at the Site or at another local location agreed to in writing, for example, a mutually acceptable bonded and insured warehouse;
  2. Full title to the materials and/or equipment shall vest in Owner at the time of delivery to the Site, warehouse or other storage location;
  3. Obtain a negotiable warehouse receipt, endorsed over to Owner for materials and/or equipment stored in an off-site warehouse. No payment will be made until such endorsed receipts are delivered to Owner;
  4. Stockpiled materials and/or equipment shall be available for Owner inspection, but Owner shall have no obligation to inspect them and its inspection or failure to inspect shall not relieve Design/Builder of any obligations under the Contract Documents. Materials and/or equipment shall be segregated and labeled or tagged to identify these specific Contract Documents;
  5. After delivery of materials and/or equipment, if any inherent or acquired defects are discovered, defective materials and/or equipment shall be

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removed and replaced with suitable materials and/or equipment at Design/Builder's expense;

6. At Design/Builder's expense, insure the materials and/or equipment against theft, fire, flood, vandalism, and malicious mischief, as well as any other coverages required under the Contract Documents;
  7. Design/Builder's Application for Payment shall be accompanied by a bill of sale, invoice or other documentation warranting that Owner has received the materials and equipment free and clear of all liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect Owner interest therein, all of which must be satisfactory to Owner. This documentation shall also include, but not be limited to, suitable evidence that Design/Builder has received and holds in trust for the Owner, conditional releases of mechanics' liens and stop notices from all those providing materials and equipment as to which the Application for Payment relates, as well as unconditional releases of the same from the same as to the previous Application for Payment for which they have not already been provided.
- B. Amounts previously paid for materials and equipment prior to incorporation into the Work shall be deducted from amounts otherwise due Design/Builder as they are incorporated.

### VIII. FINAL PAYMENT

- A. As soon as practicable after all required Work for the Project is completed in accordance with Contract Documents, including commissioning, punch list, testing, record documents and Design/Builder maintenance after Final Acceptance, sufficient to secure a Certificate of Final Completion and following the receipt by the Owner thereof, Owner will pay to Design/Builder, in manner provided by law, unpaid balance of Contract Sum of Work (including without limitation retentions) for the Project, determined in accordance with terms of Contract Documents, less sums determined as follows: 150% of the value of remaining Work, inclusive of remaining punch-list, record document or other items; for stop notices and liens, as may be provided for law full retainage under any provisions of Contract Documents or by law.
- B. Prior Project progress payments shall be subject to correction in the final payment. Owner determination of amount due as final payment shall be final and conclusive evidence of amount of Work performed by Design/Builder under Contract Documents and shall be full measure of compensation to be received by Design/Builder. Design/Builder and each assignee under an assignment in effect at time of final payment shall execute and deliver at time of final payment, and as a condition precedent to Owner obligation to make and final payment, Document 00 65 30 (Agreement and Release of Any and All Claims) discharging Owner, its

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officers, agents, employees, and consultants of and from liabilities, obligations, and claims arising under Contract Documents relating to the Subproject or Project, as applicable.

- C. Final payment shall not be due to Design/Builder until payment is received from the State agency and its agents responsible for processing reimbursements.

### **IX. BASIS AND EFFECT OF PAYMENT**

- A. Payment will be made by Owner, based on Owner review of Design/Builder prepared plans and specifications, observations at the Site and the data comprising the Application for Payment. Payment will not be a representation that Owner has:
1. Made exhaustive or continuous on-Site inspections to check the quality or quantity of Work;
  2. Thoroughly checked Design/Builder prepared Design Development and/or Contract Documents for compliance with Bridging Documents, code and other agency requirements;
  3. Reviewed construction means, methods, techniques, sequences, or procedures;
  4. Reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by Owner to substantiate Design/Builder's right to payment; or
- B. Made examination to ascertain how or for what purpose Design/Builder has used money previously paid on account of the Contract Sum. Owner does not expressly, or by implication, agree, warrant, or represent in any manner, that actual amount of Work will correspond with amount shown or estimated and reserves right to increase or decrease amount of any class or portion of Work, to leave out entire Work Item or Items, or to add work not originally included in Bid or Contract Documents, when in its judgment such change is in best interest of Owner. No change in Work shall be considered a waiver of any other condition of Contract Documents. No claim shall be made for anticipated profit, for loss of profit, for damages, or for extra payment whatever, except as otherwise expressly provided for in Contract Documents, because of any differences between the amount of work actually done and estimated amount as set forth herein, or for elimination of Work Items.

**END OF DOCUMENT**

**DOCUMENT 01 26 00**

**CONTRACT MODIFICATION PROCEDURES**

**I. GENERAL**

- A. Any change in scope of Work or deviation from the Contract Documents including, without limitation, extra work, or alterations or additions to or deductions from the original Work, shall not invalidate the original Contract, and shall be performed under the terms of the Contract Documents.
- B. Only Design/Builder or Owner may initiate changes in scope of Work or a deviation from the Contract Documents.
  - 1. Design/Builder may initiate changes by submitting a Change Proposal Request (CPR), a Notice of Concealed or Unknown Conditions, or a Notice of Hazardous Waste Conditions.
  - 2. Design/Builder shall submit RFIs for clarifications in Owner-prepared Contract Documents in accordance with Document 01 11 50 (Summary of Work - Design Services).
  - 3. Owner may initiate changes in the Work or Contract Time by issuing a Contract Modification (CM) to Design/Builder.
  - 4. Owner may also, by Change Directive (CD), order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with or without adjustment to Contract Sum or Contract Time.

**II. PROCEDURES**

- A. Change Proposal Request (CPR) and Procedures.
  - 1. Whenever Design/Builder elects to or is entitled to submit a CPR, Design/Builder shall prepare and submit to Owner for consideration a CPR using the form attached to this Document 01 26 00.
  - 2. All CPRs must contain a complete breakdown of costs of credits, deducts and extras, itemizing materials, labor, taxes, overhead and profit and any requested changes to Contract Time. All Subcontractor Work shall be so indicated. Individual entries on the CPR form shall include applicable WBS code, with all amounts determined as provided in Sections III and IV of this Document 01 26 00.
  - 3. If Owner accepts a CPR, Owner will prepare a Contract Modification for Owner and Design/Builder signatures.

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4. If a CPR is not acceptable to Owner because it does not agree with Design/Builder's proposed cost and/or time, Owner will provide comments thereto. Design/Builder will then, within seven (7) Days (except as otherwise provided in this Document 01 26 00), submit a revised CPR.
5. When a necessity to proceed with a change does not allow Owner sufficient time to conduct a proper check of a CPR (or revised CPR), Owner may issue a Change Directive (CD) as provided below.

### B. Requests for Information (RFI):

1. Whenever Design/Builder requires information regarding the Project or Owner-prepared Contract Documents or receives a request for such information from a Subcontractor, Design/Builder may prepare and deliver an RFI to Owner. Design/Builder shall not issue an RFI to Owner solely to clarify Design/Builder-prepared Construction Documents. Design/Builder must submit time critical RFIs at least 30 days before scheduled start date of the affected Work activity. Design/Builder shall reference each RFI to an activity of Progress Schedule and shall note time criticality of the RFI, indicating time within which a response is required. Design/Builder's failure to reference RFI to an activity on the Progress Schedule and note time criticality on the RFI shall constitute Design/Builder's waiver of any claim for time delay or interruption to the Work resulting from any delay in responding to the RFI.
2. Design/Builder shall be responsible for its costs to implement and administer RFIs throughout the Contract duration. Regardless of the number of RFIs submitted, Design/Builder shall not be entitled to additional compensation for the effort required to submit the RFIs. Design/Builder shall be responsible for Owner's administrative costs for answering RFIs where the answer could reasonably be found by reviewing the Contract Documents, as determined by Owner and, at Owner discretion, such costs may be deducted from any progress payment or the final payment.
3. Owner will respond within fourteen (14) Days from receipt of an RFI with a written response to Design/Builder. Design/Builder shall distribute response to all appropriate Subcontractors.
4. If Design/Builder is satisfied with the response and does not request change in Contract Sum or Contract Time, then the response shall be executed without a change.
5. If Design/Builder believes the response is incomplete, Design/Builder shall issue another RFI (with the same RFI number with the letter ".1" indicating it is a follow-up RFI) to Owner clarifying original RFI.

Additionally, Owner may return any RFI requesting additional information should the original RFI be inadequate in describing a condition.

6. If Design/Builder believes that the response results in a change in the Contract Sum or the Contract Time, Design/Builder shall notify Owner with the issuance of a Change Proposal Request (CPR) within seven Days after receiving Owner's response. If Design/Builder requires more time to accurately identify the required changes to Contract Sum or Contract Time, Design/Builder shall provide a preliminary CPR within seven (7) Days after receiving Owner's response, and a final CPR within 21 Days after Owner's response. If Owner agrees with Design/Builder, then Owner will prepare Contract Modification for Owner and Design/Builder signatures. If Owner disagrees with Design/Builder, then Design/Builder may give notice of intent to submit a Claim as provided in Article XII of Document 00 72 53 General Conditions- Design Build), and submit its Claim as provided therein.
  7. Design/Builder must submit CPRs or Claims within the time periods required under these Contract Documents. Any failure to do so waives Design/Builder's the right to submit a CPR or file a Claim.
- C. Change Directives (CD): If at any time Owner believes in good faith that a timely Contract Modification will not be agreed upon using the foregoing procedures, or at any other time, Owner may issue a CD with its recommended cost and/or time adjustment (if any). Upon receipt of CD, Design/Builder shall promptly proceed with the change of Work involved and respond to Owner within ten (10) Days.
1. Design/Builder's response must be any one of following:
    - (a) Return CD signed, thereby accepting Owner response, including adjustment to time and cost (if any); or,
    - (b) Submit a (revised if applicable) Change Proposal Request (CPR) with supporting documentation (if applicable, reference original CPR number followed by letter A, B, etc. for each revision), if Owner so requests; or,
    - (c) Give notice of intent to submit a claim as described in Article XII of Document 00 72 53 (General Conditions – Design Build), and submit its Claim as provided therein.
  2. If the CD provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:
    - (a) Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation; or,

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- (b) Cost to be determined in a manner agreed.
  - 3. Change Directive signed by Design/Builder indicates the agreement of Design/Builder therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be finalized as a Contract Modification.
  - 4. If Design/Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by Owner on the basis of reasonable expenditures and savings of those performing the Work attributable to the change including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. If the parties still do not agree on the price for a Change Directive, Design/Builder may file a Claim per Article XII of Document 00 72 53 (General Conditions – Design Build). Design/Builder shall keep and present an itemized accounting in a manner consistent with the WBS, together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this paragraph shall be limited to those provided in Sections III and IV of this Document 01 26 00.
  - 5. Pending final determination of cost to Owner, Design/Builder may include amounts not in dispute in its Applications for Payment. The amount of credit to be allowed by Design/Builder to Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by Owner. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.
- D. Request for Proposal (RFP):
- 1. Owner may issue an RFP to Design/Builder. Any RFP will detail all proposed changes in the Work and request a quotation of changes in Contract Sum and Contract Time from Design/Builder. If an RFP requires Design/Builder to prepare architectural or engineering drawings in order to secure quotations from Subcontractors or suppliers, then preparing such design drawings, shall be compensable extra work regardless of Owner's acceptance of the resulting change modification.
  - 2. In response to an RFP, Design/Builder shall furnish a Change Proposal Request (CPR) within twenty-one (21) Business Days of Owner's RFP. Upon approval of CPR, Owner may issue a Change Directive directing Design/Builder to proceed with extra Work. If the parties agree on price and time for the work, the Owner will issue a Contract Modification. If the parties do not agree on the price or time for a CPR, Owner may either issue a CD or decide the issue per Article XII of Document 00 72 53

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(General Conditions - Design Build). Design/Builder shall perform the changed Work notwithstanding any claims or disagreements of any nature.

- E. Differing Site Conditions and/or Hazardous Waste Conditions. Design/Builder shall submit Notices of Differing Site Conditions and/or Hazardous Waste Conditions to resolve problems regarding differing underground Site conditions encountered in the execution of the Work pursuant to Article XIV of Document 00 72 53 (General Conditions – Design Build). If Owner determines that a change in Contract Sum or Contract Time is justified, Owner will issue RFP or CD.
- F. All Changes:
  - 1. Documentation of Change in Contract Sum and Contract Time:
    - (a) Design/Builder shall document each proposal for a change in cost or time using WBS categories and with sufficient data to allow evaluation of the proposal.
    - (b) Design/Builder shall, on request, provide additional data to support computations for:
      - (i) Quantities of products, materials, labor and equipment.
      - (ii) Taxes, insurance, and bonds.
      - (iii) Overhead and profit.
      - (iv) Justification for any change in Contract Time and new Progress Schedule showing revision due, if any.
      - (v) Credit for deletions from Contract, similarly documented.
    - (c) Design/Builder shall support each claim for additional cost, and for Work performed on a cost-and-percentage basis, with additional information including:
      - (i) Credit for deletions from Contract, similarly documented.
      - (ii) Origin and date of claim.
      - (iii) Dates and times Work was performed and by whom.
      - (iv) Time records and wage rates paid.
      - (v) Invoices and receipts for products, materials, equipment and Subcontracts, similarly documented.
- G. Correlation of Other Items:

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1. Design/Builder shall revise Application for Payment forms to record each authorized Contract Modification or CD as a separate line item and adjust the Contract Sum as shown thereon prior to the next monthly pay period.
  2. Design/Builder shall revise the Progress Schedules prior to the next monthly pay period.
  3. Design/Builder shall enter changes in Project Record Documents prior to the next monthly pay period.
- H. Responses: For all responses for which the Contract Documents, including without limitation this Document 01 26 00, do not provide a specific time period, recipients shall respond within a reasonable time.
- I. Disputes: For all disputes arising from the procedures herein, Design/Builder shall follow Article XII of Document 00 72 53 General Conditions - Design Build.

### III. COST DETERMINATION

- A. Total cost of extra Work or of Work omitted shall be
1. A mutually agreed upon lump sum for a defined scope of work; or
  2. Time and materials, measured as the sum of actually incurred labor costs, material costs and equipment rental costs as defined herein, plus overhead and profit as allowed herein, to include actual additional costs for any additionally required insurance, and bonds, and taxes as defined herein.
  3. This measures above stated apply in all cases of claims for extra Work, whether calculating Change Proposal Requests, Contract Modifications or CDs, or calculating claims of all types, and applies even in the event of fault, negligence, strict liability, or tort claims of all kinds, including strict liability or negligence. Design/Builder may recover no other costs arising out of or corrected with the performance of extra Work, of any nature. No special, incidental or consequential damages may be claimed or recovered against Owner, its representatives or agents, whether arising from breach of contract, negligence or strict liability, unless specifically authorized in the Contract Documents.
- B. Overhead and Profit Markup.
1. Overhead and profit on labor (whether Subcontractor, Construction General Contractor, Construction Subcontractor, supplier, vendor or Design/Builder) for extra Work shall be fifteen (15%) percent.

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2. Overhead and profit on materials (whether Subcontractor, Construction General Contractor, Construction Subcontractor, supplier, vendor or Design/Builder) for extra Work shall be fifteen (15%) percent.
  3. Overhead and profit on equipment rental (whether Subcontractor, Construction General Contractor, Construction Subcontractor, supplier, vendor or Design/Builder) for extra Work shall be fifteen (15%) percent.
  4. When extra Work is performed by a Subcontractor, Construction General Contractor, Construction Subcontractor, Design/Builder shall receive a fifteen (15%) percent markup on Subcontractors' total costs of extra Work.
  5. Under no circumstances shall the total markup on any extra Work exceed twenty (20%) percent of the direct cost, notwithstanding the actual number of contract tiers (Subcontractors, suppliers or vendors).
  6. On proposals covering both increases and decreases in Contract Sum, overhead, profit, and commission shall be allowed on the net increase only as determined in this Article III. When the net difference is a deletion, no percentage for overhead profit and commission shall be allowed, but rather an appropriate percentage deduction shall be issued in the amount of the net difference.
  7. The markup shall be deemed "all in" to include profit, bonds, insurance, taxes, small tools, cleanup, engineering, supervision, warranties, cost of preparing the cost proposal, jobsite overhead, and home office overhead. No additional costs shall be recognized for taxes, insurance, and bonds.
  8. Mark-up shall not include extended superintendent's time, in the event that a change results in compensable time extension under the terms of the Contract Documents.
- C. Taxes. All State sales and use taxes, applicable County and applicable Owner sales taxes, shall be included. Federal and Excise tax shall not be included.
- D. Owner-Operated Equipment: When equipment owned and operated by Design/Builder, Construction General Contractor, Construction Subcontractor, or any Subcontractor is used to perform extra Work, Design/Builder will be paid for operator as follows:
1. Payment for equipment will be made in accordance with Article IV.C of this Document 01 26 00.
  2. Payment for cost of labor will be made at no more than rates of such labor established by collective bargaining agreements for type of worker and location of Work, whether or not owner/operator (i.e., Design/Builder,

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Construction General Contractor, Construction Subcontractor, or Subcontractor) is actually covered by such an agreement.

- E. Accord and Satisfaction: Every Contract Modification and accepted CD shall constitute a full accord and satisfaction, and release, of all Design/Builder (and if applicable, Construction General Contractor, Construction Subcontractor, Subcontractor) claims for additional time, money or other relief arising from or relating to the subject matter of the change including, without limitation impacts of all types, cumulative impacts, inefficiency, overtime, delay and any other type of claim. Design/Builder may elect to reserve its rights to disputed claims arising from or relating to the changed Work at the time it signs a Contract Modification or approves a CD, but must do so expressly in a writing delivered concurrently with the executed Contract Modification or approved CD, and must also submit a Claim for the reserved disputed items pursuant to Article XII of Document 00 72 53 (General Conditions - Design Build) no later than thirty (30) days of Design/Builder's first written notice of its intent to reserve rights.

### IV. COST BREAKDOWN

- A. Labor: Design/Builder will be paid cost of labor for workers (including forepersons when authorized by Owner) used in actual and direct performance of extra Work. Labor rates for Construction General Contractor shall be at the fixed rates agreed upon in connection with the Phase Two Guaranteed Maximum Price. Labor rates for all others, whether employer is Design/Builder, Construction Subcontractor, Subcontractor or other forces, will be sum of the following:
1. Actual Wages: Actual wages paid shall include any employer payments to or on behalf of workers for health and welfare, pension, vacation, and similar purposes.
  2. Labor surcharge: Payments imposed by local, county, state, and federal laws and ordinances, and other payments made to, or on behalf of, workers, other than actual wages as defined in paragraph IV.A. 1 of this Document 01 26 00, such as taxes and worker's compensation insurance. Such labor surcharge shall not exceed that set forth in California Department of Transportation official labor surcharges schedule which is in effect on date upon which extra Work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein.
- B. Material: Only materials furnished by Design/Builder and necessarily used in performance of extra Work will be paid for. Cost of such materials will be cost, including sales tax, to purchaser (Design/Builder, Construction General Contractor, Construction Subcontractor, Subcontractor- or other forces) from supplier thereof, except as the following are applicable:

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1. If cash or trade discount by actual supplier is offered or available to purchaser, it shall be credited to Owner notwithstanding fact that such discount may not have been taken.
  2. For materials salvaged upon completion of extra Work, salvage value of materials shall be deducted from cost, less discounts, of materials.
  3. If cost of a material is, in opinion of Owner, excessive, then cost of material shall be deemed to be lowest current wholesale price at which material is available in quantities concerned delivered to Site, less any discounts as provided in this Document 01 26 00.
- C. Equipment Rental: For Design/Builder-, or Construction General Contractor-, or Construction Subcontractor-, - or Subcontractor-owned equipment, payment will be made at rental rates listed for equipment in California Department of Transportation official equipment rental rate schedule which is in effect on date upon which extra Work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein. If there is no applicable rate for an item of equipment, then payment shall be made for the equipment at rental rate listed in the most recent edition of the Association of Equipment Distributors (AED) book. For rented equipment, payment will be made based on actual rental invoices. Equipment used on extra Work shall be of proper size and type. If, however, equipment of unwarranted size or type and cost is used, cost of use of equipment shall be calculated at rental rate for equipment of proper size and type, as determined by Owner. Rental rates paid shall be deemed to cover cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Unless otherwise specified, manufacturer's ratings, and manufacturer-approved modifications, shall be used to classify equipment for determination of applicable rental rates. Individual pieces of equipment or tools not listed in said publication and having a replacement value of \$100 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefor as payment is included in payment for labor. Rental time will not be allowed while equipment is inoperative due to breakdowns.
1. For equipment on Site, rental time to be paid for equipment shall be time equipment is in operation on extra Work being performed or on standby as approved by Owner. The following shall be used in computing rental time of equipment:
    - (a) When hourly rates are listed, less than 30 minutes of operation shall be considered to be 1/2 hour of operation.
    - (b) When daily rates are listed, less than four hours of operation shall be considered to be a Day of operation.

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2. For equipment that must be brought to Site to be used exclusively on extra Work, cost of transporting equipment to Site and its return to its original location shall be determined as follows:
  - (a) Owner will pay for costs of loading and unloading equipment.
  - (b) Cost of transporting equipment in low bed trailers shall not exceed hourly rates charged by established haulers.
  - (c) Cost of transporting equipment shall not exceed applicable minimum established rates of California Public Utilities Commission.
  - (d) Owner will not make any payment for transporting and loading and unloading equipment if equipment is used on Work in any other way than upon extra Work.
3. Rental period may begin at time equipment is unloaded at Site of extra Work and terminate at end of the performance of the extra Work or Day on which Owner directs Design/Builder to discontinue use of equipment, whichever first occurs. Excluding Saturdays, Sundays, and legal holidays, unless equipment is used to perform extra Work on such Days, rental time to be paid per Day shall be four hours for zero hours of operation, six hours for four hours of operation and eight hours for eight hours of operation, time being prorated between these parameters. Hours to be paid for equipment that is operated less than eight hours due to breakdowns, shall not exceed eight less number of hours equipment is inoperative due to breakdowns.

### **V. OWNER-FURNISHED MATERIALS**

Owner reserves right to furnish materials as it deems advisable, and Design/Builder shall have no claims for costs and overhead and profit on such materials.

### **VI. OVERHEAD DEFINED**

- A. The following constitutes charges that are deemed included in overhead for all Contract Modifications, whether incurred by Design/Builder, Construction General Contractor, Construction Subcontractor, Subcontractors, or suppliers, and Design/Builder shall not invoice or receive payment for these costs separately:
  1. Drawings: field drawings, Shop Drawings, etc., including submissions of drawings (excluding costs compensable per Article II.D above);
  2. Routine field inspection of Work proposed;
  3. General Superintendence;

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4. General administration and preparation of cost proposals, schedule analysis, change orders and other supporting documentation as necessary;
5. Computer services;
6. Reproduction services;
7. Salaries of project superintendent, timekeeper, storekeeper and secretaries;
8. Janitorial services;
9. Temporary on-Site facilities:
  - (a) Offices;
  - (b) Telephones;
  - (c) Plumbing;
  - (d) Electrical: Power, lighting;
  - (e) Platforms;
  - (f) Fencing, etc.;
  - (g) Water;
10. Home office expenses;
11. Procurement and use of vehicles and fuel used coincidentally in Work otherwise included in the Contract Documents;
12. Surveying;
13. Estimating;
14. Protection of Work;
15. Handling and disposal fees;
16. Final cleanup;
17. Other incidental Work.

### **VII. RECORDS AND CERTIFICATION**

- A. All charges shall be recorded daily and summarized in Change Proposal Request form attached hereto. Design/Builder or authorized representative shall complete and sign form each day. Design/Builder shall also provide with the form: the

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names and classifications of workers and hours worked by each; an itemization of all materials used; and a list by size type and identification number of equipment and hours operated.

- B. Owner shall have the right to audit all records in possession of Design/Builder relating to activities covered by Design/Builder's claims for modification of Contract, including CD Work. This right shall be specifically enforceable, and any failure of Design/Builder to voluntarily comply shall be deemed an irrevocable waiver and release of all claims then pending that were or could have been subject to Article XII of Document 00 72 53 (General Conditions- Design Build).

**END OF DOCUMENT**

**DOCUMENT 01 31 19**

**PROJECT MEETINGS**

**I. SUMMARY**

- A. Section includes description of the required Project meetings for Construction phases of the Work. These meetings include
  - 1. Preconstruction Conference.
  - 2. Schedule Review Meetings
  - 3. Weekly Progress Meetings
  - 4. Progress Schedule and Billing Meetings

**II. PRECONSTRUCTION CONFERENCE**

- A. Owner, its representative, or Design/Builder will call for and administer Preconstruction Conference at time and place to be announced (usually the week prior to start of Work at the Site).
- B. Design/Builder, Construction General Contractor, Construction Subcontractors, all major Subcontractors, and major suppliers shall attend Preconstruction Conference.
- C. Agenda will include, but not be limited to, the following items.
  - 1. Schedules
  - 2. Personnel and vehicle permit procedures
  - 3. Use of premises
  - 4. Location of the Design/Builder's on-Site facilities
  - 5. Security
  - 6. Housekeeping
  - 7. Submittal and RFI procedures
  - 8. Inspection and testing procedures, on-Site and off-Site
  - 9. Utility shutdown procedures
  - 10. Control and reference point survey procedures

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11. Injury and Illness Prevention Program
  12. Design/Builder's Initial Schedule
  13. Design/Builder's Schedule of Values
  14. Design/Builder's Schedule of Submittals
  15. Project Directory
  16. Design/Builder's Emergency Contact List
  17. Environmental, Safety and Health procedures
- D. Owner or its representative will distribute copies of minutes to attendees. Attendees shall have seven (7) Days to submit comments or additions to minutes. Minutes will constitute final memorialization of results of Preconstruction Conference.

### III. INITIAL SCHEDULE REVIEW MEETINGS

- A. Pre-Construction Review of Initial Draft Schedules. Design/Builder shall meet with Owner prior to Start Date of the Work under Contract Documents and conduct initial review of Design/Builder's draft Shop Drawing and Sample Submittal Schedule, draft Schedule of Values, and Initial Schedule. Authorized representative in Design/Builder's organization, designated in writing, who will be responsible for working and coordinating with Owner relative to preparation and maintenance of Progress Schedule shall attend the initial schedule review meeting.
- B. Pre-Payment Review of Second Draft Schedules.
1. Unless otherwise provided in the Contract Documents, at least fifteen (15) Days before submission of the first application for payment, a conference attended by Design/Builder, Owner, and others as appropriate, will be held to review acceptability of the schedules submitted in accordance with this Paragraph, first reviewed at the Preconstruction Conference. Design/Builder shall have an additional seven (7) Days to make corrections and adjustments and to complete and resubmit the schedules. Schedules shall be updated and completed as required by Documents 01 20 53 (Measurement and Payment), 01 32 00 (Progress Schedules and Reports) and 01 33 00 (Submittal Procedures).
  2. Design/Builder shall have its manager, superintendent, scheduler, Construction General Contractor, Construction Subcontractors, and key Subcontractor representatives, as required by Owner, in attendance. The meeting will take place over a continuous one (1) Day period. Owner review will be limited to submittal conformance to Contract Documents'

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requirements including, but not limited to, coordination requirements. Owner review may also include:

- (a) Clarifications of Contract Requirements.
  - (b) Directions to include activities and information missing from submittal.
  - (c) Requests of Design/Builder to clarify its schedule.
3. Within five (5) Days of the Schedule Review Meeting, Design/Builder shall respond in writing to all questions and comments expressed by Owner at the meeting.
- C. Owner or its representative will administer Schedule Review Meetings and shall distribute minutes of Schedule Review Meetings to attendees. Attendees shall have five (5) Days to submit comments or additions to minutes. Minutes will constitute final memorialization of results of Schedule Review Meetings.

### **IV. WEEKLY PROGRESS MEETINGS**

- A. Design/Builder will schedule and administer weekly progress meetings with Construction General Contractor, Construction Subcontractors, Subcontractors and other project participants, as necessary, throughout duration of Work. Progress meetings will be held weekly unless otherwise directed.
1. Meetings shall be held at Design/Builder's on-Site office.
  2. A Design/Builder's representative will prepare agenda and distribute it One (1) Day in advance of the meeting.
  3. Owner shall not attend weekly progress meetings unless mutually agreed by Owner and Design/Builder.
- B. Progress meetings shall be attended by Design/Builder's Project Representative, job superintendent, Construction General Contractor, Construction Subcontractors, major Subcontractors and suppliers, and others as appropriate to agenda topics for each meeting, as determined by Design/Builder.
- C. Agenda will contain the following items, as appropriate:
1. Review, revise as necessary, and approve previous meeting minutes
  2. Review of Work progress since last meeting
  3. Status of Construction Work Schedule, delivery schedules, adjustments
  4. Submittal, RFI, and Contract Modification status

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5. Review of the Design/Builder's safety program activities and results, including report on all serious injury and/or damage accidents
6. Other items affecting progress of Work

### **V. PROGRESS SCHEDULE AND BILLING MEETINGS**

- A. A meeting will be held on approximately the 27th of each month or as otherwise agreed to with Owner (but no more than once every thirty (30) days) to review the schedule update submittal and progress payment application.
  1. At this meeting, at a minimum, the following items will be reviewed on Design/Builder's pencil copy payment application and progress schedule update submittal:
    - (a) Percent complete of each activity on the progress schedule;
    - (b) Time impact evaluations for Contract Modifications and Time Extension Requests;
    - (c) Actual and anticipated activity sequence changes;
    - (d) Actual and anticipated duration changes; and
    - (e) Actual and anticipated Design/Builder delays.
  2. These meetings are considered a critical component of overall monthly schedule update submittal and Design/Builder shall have appropriate personnel attend. At a minimum, Design/Builder's General Superintendent shall attend these meetings. Design/Builder shall set aside sufficient time to review the progress schedule and the monthly pay application, and plan on the meeting taking no less than two hours.

### **VI. SPECIAL MEETINGS**

- A. Any party may call special meetings by notifying all desired participants and Owner five (5) Days in advance, giving reason for meeting. Special meetings may be held without advance notice in emergency situations.
- B. At any time during the progress of Work, Owner shall have authority to require Design/Builder to schedule a meeting with Owner, Construction General Contractor, Construction Subcontractors, and of any or all of the Subcontractors engaged in Work or in other work, to address matters of concern to the Owner.
- C. Design/Builder shall schedule and conduct coordination meetings as necessary to discharge coordination responsibilities in Document 00 72 53 (General Conditions - Design Build). Design/Builder shall give Owner five (5) Days written notice of coordination meetings. Design/Builder shall maintain minutes of

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coordination meetings. Attendees shall have seven (7) Days to submit comments or additions to minutes. Minutes will constitute final memorialization of results of coordination meetings.

- D. Design/Builder to submit minutes of meetings to all attendees within three (3) days of the meeting.

### **VII. SAFETY MEETINGS**

- A. Conduct monthly Design/Builder Safety Committee meetings.
- B. Conduct weekly toolbox safety talks.

**END OF DOCUMENT**

**DOCUMENT 01 32 00**

**PROGRESS SCHEDULES AND REPORTS**

**I. SUMMARY**

- A. Perform scheduling of Work under this Contract in accordance with requirements of this Document 01 32 00.
  - 1. Development of the Progress Schedule, monthly payment requests, and project status reporting requirements of the Contract Documents shall employ scheduling as required in this Document 01 32 00.
  - 2. Preparation of three week “look ahead” schedules. The three-week look-ahead schedule shall list the trades scheduled for the following three weeks, the approximate resource assignment, and the progress in the past week on trades and work activities for the prior week’s three-week lookahead schedule for the prior week. The three-week look-ahead schedule shall be produced and presented at each weekly progress meeting and shall be coordinated with the schedule required under this Document 01 32 00.
  - 3. Submit schedules and reports as specified in Document 00 72 53 (General Conditions – Design/Build).
- B. Upon Award of Contract, immediately commence development of Initial Schedule to ensure compliance with schedule submittal requirements.
- C. Employ competent scheduling personnel or a schedule consultant with experience performing scheduling required herein on a minimum of two prior, similar projects, and with first-hand knowledge of this Project.

**II. GENERAL**

- A. Progress Schedule shall be based on and shall incorporate milestone and completion dates specified in the Contract Documents.
- B. Overall time of completion and time of completion for each milestone shown on Progress Schedule shall adhere to times in Document 00 52 53 (Agreement Form – Owner-Design/Builder), unless an earlier (advanced) time of completion is requested by Design/Builder and agreed to by Owner. A Contract Modification shall formalize any such agreement.
- C. The Progress Schedule shall be the basis for evaluating job progress, payment requests, and time extension requests. Responsibility for developing Contract schedule and monitoring actual progress as compared to Progress Schedule rests with Design/Builder.

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- D. Failure of Progress Schedule to include any element of the Work or any inaccuracy in Progress Schedule will not relieve Design/Builder from responsibility for accomplishing the Work in accordance with the Contract. Owner acceptance of Schedule shall be for its use in monitoring and evaluating job progress, payment requests, and time extension requests, and shall not, in any manner, impose a duty of care upon Owner, or act to relieve Design/Builder of its responsibility for means and methods of construction.
- E. Transmit to Owner, no less than monthly, current progress schedule in electronic form, to include the entire electronic file without abridgment, inclusive of all updates.

### III. INITIAL AND ORIGINAL PROGRESS SCHEDULE

- A. Initial Schedule submitted for review at the Preconstruction Conference shall serve as Design/Builder's schedule for up to thirty (30) Days after the Notice to Proceed.
- B. Initial Schedule must indicate detailed plan for the Work to be completed in first thirty (30) Days of the Contract; details of planned mobilization of plant and equipment; sequence of early operations; and procurement of materials and equipment. Show Work beyond thirty (30) Days in summary form.
- C. Design/Builder shall submit its final Schedule for review no later than first progress payment. Original Schedule and all updates shall comply with standards herein.
- D. All Schedules shall be time-scaled.
- E. Except as otherwise expressly provided in this Document 01 32 00, meet with Owner to review and discuss each Schedule (i.e., Initial, Original and monthly updates) within seven (7) Days after each Schedule has been submitted to Owner.
  - 1. Owner review and comment on any Schedule shall be limited to Contract conformance (with sequencing, coordination, and milestone requirements).
  - 2. Design/Builder shall make corrections to Schedule necessary to comply with Contract requirements and shall adjust Schedule to incorporate any missing information requested by Owner. Resubmit Initial Schedule if requested by Owner.
- F. Initial Schedule shall all identify the following milestone events:
  - 1. Notice to Proceed date(s)
  - 2. Substantial completion and project completion at each construction phase

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3. Start and completion dates for Work in each occupied space
  4. Utility connections
  5. Inspections
- G. Original Schedule and all updates shall identify all Work activities in proper sequence for the completion of the Work. Work activities shall include the following:
1. Major Design/Builder-furnished equipment, materials, and building elements, and scheduled activities requiring submittals or Owner prior approval.
    - (a) Show dates for the submission, review, and approval of each submittal. Dates shall be shown for the procurement, fabrications, delivery, and installation of major equipment, materials, and building elements, and for scheduled activities designated by Owner.
    - (b) A minimum of fifteen (15) working days shall be allotted for Owner review for each submittal.
  2. System test dates;
  3. Dates Design/Builder request designated working spaces, storage areas, access, and other facilities to be provided by Owner;
  4. Dates Design/Builder requests orders and decisions from Owner;
  5. Dates Design/Builder requests Owner-furnished equipment;
  6. Dates Design/Builder requests Owner-furnished utilities;
  7. Connection and relocation of existing utilities;
  8. Connecting to or penetrating existing structures;
- H. If Design/Builder is of the opinion that any of the Work included on its Schedule has been impacted, submit to Owner a written Time Impact Evaluation (TIE) in accordance with Article VIII of this Document 01 32 00. The TIE shall be based on the most current update of the Initial Schedule.

### **IV. SCHEDULE FORMAT AND LEVEL OF DETAIL**

- A. Utilize Primavera computer-scheduling software, for all scheduling including schedule updates, and employ scheduling personnel experienced and competent in it. For all activities or impacts shown in schedule, Design/Builder shall complete

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all data points in the software to specifically include the activities, their durations, their logic ties and their resources.

- B. Each Schedule (Initial, Original and updates) shall indicate all separate fabrication, procurement and field construction activities required for completion of the Work, including but not limited to the following:
1. All Design/Builder, Construction General Contractor, Construction Subcontractor, Subcontractor, and assigned Design/Builder work shall be shown in a logical work sequence that demonstrates a coordinated plan of work for all parties involved in the Work. The intent is to provide a common basis of acceptance, understanding, and communication.
  2. Activities related to the delivery of Design/Builder and Owner-furnished equipment to be Design/Builder installed per Contract shall be shown.
  3. All activities shall be identified through codes or other identification to indicate the building (i.e. buildings, Site work) and the Design/Builder, Construction General Contractor, Construction Subcontractor, or Subcontractor responsibility to which they pertain.
  4. Break up the Work schedule into activities of durations of approximately twenty-one (21) Work Days or less each, except for non-field construction activities or as otherwise deemed acceptable by Owner.
  5. Show the critical path in red. For each activity, show early start, late start, early finish, late finish, durations measured in Days, float, predecessor and successor activities, planned workday/week for the activity, and scheduled/actual progress payments.
- C. Seasonal weather conditions (which do not constitute a delay as defined herein) shall be considered in the planning and scheduling of all work influenced by high or low ambient temperatures or presence of high moisture for the completion of the Work within the allotted Contract Time.
- D. Failure by Design/Builder to include any element of Work required for performance of the Work on the detailed construction schedule shall not excuse Design/Builder from completing all Work required within the Contract Time.
- E. A three-week “look ahead,” detailed daily bar chart schedule shall be updated and issued weekly in hard copy and electronically.

### V. MONTHLY SCHEDULE UPDATE SUBMITTALS

- A. Following acceptance of Design/Builder’s Initial Schedule, Design/Builder shall monitor progress of Work and adjust Schedule each month to reflect actual progress and any anticipated changes to planned activities.

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1. Each Schedule update submitted shall be complete, including all information requested for the Initial Schedule and Original Schedule submittal.
  2. Each update shall continue to show all Work activities including those already completed. These completed activities shall accurately reflect “as built” information by indicating when activities were actually started and completed, and Design/Builder warrants the accuracy of as-built information as shown.
- B. A meeting will be held on approximately the 25th of each month to review the Schedule update submittal and progress payment application.
1. At this meeting, at a minimum, the following items will be reviewed: Percent complete of each activity; Time Impact Evaluation’s (TIE)s for Contract Modifications and Time Extension Request; actual and anticipated activity sequence changes; actual and anticipated duration changes; and actual and anticipated Design/Builder delays and critical issues.
  2. These meetings are considered a critical component of overall monthly schedule update submittal; have appropriate personnel attend. At a minimum, Design/Builder and the Construction General Contractor’s General Superintendent shall attend these meetings.
- C. Within five Days after monthly Schedule update meeting, Design/Builder shall submit the updated Schedule, and reports and charts.
- D. Within five (5) Days of receipt of above-noted revised submittals, Owner will either accept or reject monthly schedule update submittal.
1. If accepted, percent complete shown in monthly update will be basis for Application for Payment by Design/Builder. The schedule update shall be submitted as part of Design/Builder’s Application for Payment and a basis of such payment.
  2. If rejected, update shall be corrected and resubmitted by Design/Builder before the Application for Payment is submitted. Owner may withhold five percent of monthly progress payment amount until acceptable schedule update is received.
- E. Neither updating, changing or revising of any report, curve, schedule or narrative submitted to Owner by Design/Builder under this Contract, Owner review or acceptance of any such report, curve, schedule or narrative, nor Owner failure to review same, shall have the effect of amending or modifying, in any way, the Contract Substantial Completion date or milestone dates or of modifying or limiting, in any way, Design/Builder’s obligations under this Contract. Any Owner review is solely for Owner’s internal consideration to reasonably ascertain

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likelihood of Design/Builder's achieving applicable Contract milestones, and Design/Builder may not rely thereon.

### **VI. SCHEDULE REVISIONS**

- A. Updating the Schedule (Initial and Original) to reflect actual progress shall not be considered revisions to the Schedule. Since scheduling is a dynamic process, however, revisions to activity durations and sequences are expected on a monthly basis.
- B. To reflect revisions to the Schedule, provide Owner with a written narrative with a full description and reasons for each Work activity that is revised. For revisions affecting the sequence of Work, provide a schedule diagram that compares the original sequence to the revised sequence of Work. Design/Builder shall clearly show and discuss any changes in the critical path, and provide the written narrative and schedule diagram for revisions three (3) Days in advance of the monthly schedule update meeting.
- C. Schedule revisions shall not be incorporated into any schedule update until Owner has reviewed the revisions. Owner may request further information and justification for schedule revisions and, within three (3) Days, provide Owner with a complete written narrative response to Owner request.
- D. If Owner does not accept Design/Builder's revision, and Design/Builder disagrees with Owner position, Design/Builder has seven (7) Days from receipt of Owner letter rejecting the revision, to provide a written narrative providing full justification and explanation for the revision. Design/Builder's failure to respond in writing within seven (7) Days of Owner written rejection of a schedule revision shall be contractually interpreted as acceptance of Owner position, and Design/Builder waives its rights to subsequently dispute or file a claim regarding Owner position. If Design/Builder files a timely response as provided in this paragraph, and the parties are still unable to agree, then Owner and Design/Builder's rights shall be as provided in Document 00 72 53 (General Conditions- Design Build), Article XII.
- E. At Owner discretion, Design/Builder can be required to provide Subcontractor certifications of performance regarding proposed schedule revisions affecting said Subcontractors.

### **VII. RECOVERY SCHEDULE**

- A. If a Schedule update shows a substantial completion date twenty-one (21) Days beyond any Contract Substantial Completion date, Design/Builder shall submit to Owner within seven (7) Days the proposed revisions to recover the lost time. As part of this submittal, Design/Builder shall provide a written narrative for each revision made to recapture the lost time. If the revisions include sequence changes, Design/Builder shall provide a schedule diagram comparing the original sequence to the revised sequence of Work. If Owner requests, Design/Builder

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shall show the intended critical path; secure appropriate Construction General Contractor, Construction Subcontractor, and Subcontractor and supplier consent to the recovery Schedule; submit a narrative explaining trade flow and construction flow changes, duration changes, added/deleted activities, critical path changes and identify all near critical paths and man hour loading assumptions for major Subcontractors.

- B. The revisions shall not be incorporated into any Schedule update until Owner has reviewed the revisions.
- C. If Owner does not accept Design/Builder's revisions, Owner and Design/Builder shall follow the procedures in paragraphs VI.C through VI.E of this Document 01 32 00.
- D. At Owner discretion, Design/Builder can be required to provide Subcontractor certifications for revisions affecting said Subcontractors.

### **VIII. TIME IMPACT EVALUATION FOR CONTRACT MODIFICATIONS AND OTHER DELAYS**

- A. When Design/Builder is directed to proceed with changed work or otherwise requests a time extension, Design/Builder shall prepare and submit, within fourteen (14) Days from the direction to proceed, a Time Impact Evaluation (TIE) that includes both a written narrative and a schedule diagram depicting how the changed work affects other schedule activities. The schedule diagram shall show how Design/Builder proposes to incorporate the changed work in the schedule, and how it impacts the current Schedule update critical path or otherwise. Design/Builder is also responsible for requesting time extensions based on the TIE's impact on the critical path. The diagram shall be tied to the main sequence of scheduled activities to enable Owner to evaluate the impact of changed work to the scheduled critical path.
- B. Comply with the requirements of paragraph VIII.A of this Document 01 32 00 for all types of delays such as, but not limited to, Design/Builder/Subcontractor delays, adverse weather delays, strikes, procurement delays, fabrication delays, etc.
- C. Design/Builder is responsible for all costs associated with the preparation of TIEs, and the process of incorporating TIEs into the current schedule update.
- D. Once agreement has been reached on a TIE, the Contract Time will be adjusted accordingly. If agreement is not reached on a TIE, the Contract Time may be extended in an amount Owner allows, and Design/Builder may submit a claim for additional time claimed by Design/Builder as provided in Document 00 72 53 (General Conditions - Design Build).

### **IX. TIME EXTENSIONS**

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- A. Design/Builder is responsible for requesting time extensions for time impacts that, in the opinion of Design/Builder, impact the critical path of the current schedule update. Notice of time impacts shall be given in accordance with Document 00 72 53 (General Conditions - Design Build).
- B. Where an event for which Owner is responsible impacts the projected Substantial Completion date, Design/Builder shall provide a written mitigation plan, including a schedule diagram, which explains how (e.g., increase crew size, overtime, etc.) the impact can be mitigated. Design/Builder shall also include a detailed cost breakdown of the labor, equipment, and material Design/Builder would expend to mitigate Owner-caused time impact. Design/Builder shall submit mitigation plan to Owner within fourteen (14) Days from the date of discovery of said impact. Design/Builder is responsible for the cost to prepare the mitigation plan.
- C. Failure to request time, provide TIE, or provide the required mitigation plan will result in Design/Builder waiving its right to a time extension and cost to mitigate the delay.
- D. No time will be granted under the Contract Documents for cumulative effect of changes.
- E. Owner will not be obligated to consider any time extension request unless requirements of Contract Documents are complied with.
- F. Failure of Design/Builder to perform in accordance with the current schedule update shall not be excused by submittal of time extension requests.
- G. Notwithstanding any other provision of this Document 01 32 00, if Design/Builder does not submit a TIE within the required fourteen (14) Days for any issue, Design/Builder hereby agree that Design/Builder does not require a time extension for that issue.

### **X. PROJECT STATUS REPORTING**

- A. In addition to submittal requirements for scheduling identified in this Document 01 32 00, Design/Builder shall provide a monthly project status report (i.e., written narrative report) to be submitted in conjunction with each Schedule as specified herein. Status reporting shall be in form specified in this Article.
- B. Design/Builder shall prepare monthly written narrative reports of status of Project for submission to Owner. Written status reports shall include:
  - 1. Status of major Project components (percent complete, amount of time ahead or behind schedule) and an explanation of how Project will be brought back on schedule if delays have occurred.

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2. Progress made on critical activities indicated on each Schedule, including inspections.
  3. Explanations for any lack of work on critical path activities planned to be performed during last month.
  4. Explanations for any schedule changes, including changes to logic or to activity durations.
  5. List of critical activities scheduled to be performed during the next month.
  6. Status of major material and equipment procurement.
  7. Any delays or other problems encountered during reporting period and recommendations for action to prevent such delays or problems from re-occurring.
  8. Intentionally omitted.
  9. Design/Builder may include any other information pertinent to status of Project. Include additional status information requested by Owner at no additional cost.
  10. Status reports, and the information contained therein, shall not be construed as claims, notice of claims, notice of delay, or requests for changes or compensation.
- C. At the close of each workday provide Owner with report of Design/Builder and its Subcontractors' work activities for that day, including trades, equipment, work activities worked on, staff levels, and equipment deliveries. Use form acceptable to Owner.

**END OF DOCUMENT**

**DOCUMENT 01 33 00**

**SUBMITTAL PROCEDURES**

**I. SUMMARY**

Design/Builder shall present, track, and file submit submittals on the Project to ensure that suitable products and materials are timely identified and ordered for the Work, and that the products and materials incorporated into the Project have been approved by the Owner and the Authorities Having Jurisdiction over the Project.

**II. PROCEDURES**

A. Submit at Design/Builder's expense the following items ("Submittals") required by the Contract Documents:

1. Schedule of Shop Drawing and Sample Submittals;
2. Safety Plans;
3. Progress Schedule;
4. Product Data;
5. Shop Drawings;
6. Samples;
7. Coordination Drawings;
8. Quality Assurance Control Data;
9. Machine Inventory Sheets;
10. Installation, Operation, and Maintenance Manuals;
11. Computer Programs;
12. Project Record Documents.

B. Design/Builder shall cause all Subcontractors (including Design/Builder for self-performed Work, vendors and suppliers) to forward copies of all Submittals to Owner concurrently with their delivery to Design/Builder (and/or Design/Builder's Architect of Record) in accordance with accepted Submittals schedule. If Owner, in its sole discretion, elects to provide comments on any such Submittal before scheduled time for final approval, Design/Builder shall review, consider and respond to Owner's comments. Any failure to respond to such

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Owner comments shall conclusively mean that Owner's comments are accepted and become part of Contract Documents.

- C. Design/Builder shall forward copies of all disposition Submittals (i.e., including without limitation Submittals which are approved, rejected, or marked no exceptions taken, make corrections, revise and resubmit, etc.) to Owner concurrently with Design/Builder's return to the submitting party.
- D. Each Submittal delivered to Owner shall be accompanied by the appropriate Submittal transmittal form (which form is subject to Owner's reasonable approval). Submittals shall include identify Project, Subproject, Design/Builder, Construction General Contractor, Construction Subcontractor, Subcontractor, major supplier, pertinent Drawing sheet and detail number, and Specification Section number as appropriate. Where manufacturer's standard drawings or data sheets are used, they shall be marked clearly to show those portions of the data that are applicable to this Project. Inapplicable portions shall be marked out. Submittals shall be submitted based on each Specification Section.
- E. The data shown on the Submittals shall be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to show Owner the materials and equipment Design/Builder proposes to provide and to enable Owner to review the information for the limited purposes specified in this Document 01 33 00. Submittals shall be identified clearly as to material, supplier, pertinent data such as catalog numbers and the use for which it is intended and otherwise as Owner may require to enable Owner to review the Submittal. The quantity of each Submittal to be delivered will be as required by individual Specification Sections or this Document 01 33 00.
- F. Design/Builder shall not approve any Submittal which permits variations from the requirements of the Contract Documents, without Owner's express written approval. Design/Builder is solely responsible for providing Owner with sufficient time to consider any such variance
- G. Submittal coordination and verification is Design/Builder's responsibility; this responsibility shall not be delegated in whole or in part to Subcontractors or suppliers. Before approving each Submittal, Design/Builder shall review and coordinate each Submittal with other Submittals and with the requirements of the Work and the Contract Documents, and determine and verify:
  - 1. All field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar information with respect thereto;
  - 2. All materials with respect to intended use, fabrication, shipping, handling, storage, assembly and installation pertaining to the performance of the Work; and

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3. All information relative to Design/Builder's sole responsibilities and of means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.
- H. Design/Builder's delivery to Owner of a disposed Submittal shall constitute Design/Builder's representation that it has satisfied its obligations under the Contract Documents, and as set forth immediately above in this Article II of Document 01 33 00, with respect to Design/Builder's review and approval of that Submittal.
- I. Designation of work "by others," if shown in Submittals, shall mean that work will be responsibility of Design/Builder rather than Subcontractor or supplier who has prepared Submittals.
- J. Notwithstanding any other provision of this Document 01 33 00, Owner's receipt of Submittals is solely for Owner's information. Owner shall be under no obligation to review any Submittal, or to do so within any particular time frame. Neither favorable review nor lack of timely review will constitute acceptance by Owner of any responsibility for the accuracy, coordination and completeness of the Submittals. Accuracy, coordination, and completeness of Submittals shall be sole responsibility of Design/Builder, including responsibility to back-check comments, corrections, and modifications before fabrication. Design/Builder, Construction General Contractor, Construction Subcontractor, Subcontractors, or suppliers may prepare Submittals, but Design/Builder shall ascertain that Submittals meet requirements of Contract Documents, while conforming to structural space and access conditions at point of installation. Owner review, if any will be only to assess if the items covered by the Submittals will, after installation or incorporation in the Work, conform to the requirements of the Contract Documents. No Owner review of Submittal, method of work, or information regarding materials and equipment Design/Builder proposes to furnish shall relieve Design/Builder of responsibility for errors therein, nor shall it be regarded as assumption of risks or liability by Owner, or any officer or employee thereof, and Design/Builder shall have no claim under Contract Documents on account of failure or partial failure or inefficiency or insufficiency of any plan or method of work or material and equipment so reviewed.
- K. Owner review will not extend to the means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
- L. Design/Builder shall reproduce and distribute copies of shop drawings and copies of product data (either hard copy or electronically) which carry the Architect's review stamp to:
  1. Jobsite file;

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2. Record Documents file;
  3. Other affected Design/Builders, if any;
  4. Construction General Contractor, Construction Subcontractor, and Subcontractors;
  5. Supplier or fabricator. Distribute samples which carry Architect's stamp as directed.
- M. Design/Builder shall distribute copies of reviewed Submittals to concerned persons, and instruct recipients to promptly report any inability to comply with provisions.
- N. All Submittals shall be number-identified by Design/Builder (or submitting Subcontractor/vendor/supplier) in accordance with the following:
1. Sequentially number each Submittal (i.e., "1", "2", "3", etc.) as the basis for number identification of Submittals.
  2. Affix the Submittal number under which each Submittal is made on every copy of each Shop Drawing, product data, sample, certification, etc.
  3. Number Installation, Operation, and Maintenance Manuals with original root number of the approved Submittal for the item.
  4. If the Submittal is a re-submittal (including without limitation after an initial Submittal is rejected, returned without review or marked 'Revise as Noted and Resubmit'), add the suffix designation "A" (i.e., re-submittal of Submittal 1 would be numbered 1A). Subsequent re-submittals would be identified by the Submittal number and sequential letters (i.e., "B", "C", "D", etc.).
  5. All Submittals shall include all information requested by each Specification Section. Design/Builder shall not allow partial Submittals unless previously authorized by Owner. In the event a partial Submittal is authorized, each subsequent different Submittal (as opposed to re-submittal) is given a new number.
  6. Submittals shall contain:
    - (a) The submittal number.
    - (b) The date of submission and the dates of any previous submissions.
    - (c) The Project and Subproject titles and numbers.
    - (d) Contract identification.

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- (e) The names of:
    - (i) Design/Builder.
    - (ii) Supplier.
    - (iii) Manufacturer.
  - (f) Identification of product, with the Specification Section number.
  - (g) Field dimensions, clearly identified as such.
  - (h) Relation to adjacent or critical features of the Work or materials.
  - (i) Applicable standards, such as ASTM or Federal Specification numbers.
  - (j) Identification of deviations from Drawings and Specifications.
  - (k) Identification of revision on re-submittals.
  - (l) An 8-inch x 3-inch blank space for Architect's and/or consultants' stamps.
  - (m) Design/Builder's stamp, initialed or signed, to clarify review of submittal, verification of products, field dimensions and field construction criteria, and coordination of the information within the submittal with requirements of the work and of the Drawings and Specifications.
- O. Submission Requirements:
1. Require Submittals to be delivered no later than required by the Schedule of Submittals.
  2. Initial Submittal of installation, Operation, and Maintenance Manuals shall be forty-five (45) Days after the date Submittals that pertain to the applicable portion of the Installation, Operation, and Maintenance Manual is satisfactorily reviewed.
  3. The following table lists the number of initial Submittals required from Design/Builder for each type of submission, to whom Design/Builder shall distribute the information, and Owner distribution of reviewed submissions. If Design/Builder needs more copies of reviewed Submittals returned to it, then either submit additional copies or make copies from the returned transparency Submittal. Submittals requiring resubmission will require the same quantity and distribution as an initial Submittal.
  4. Accompany Submittals with Submittal transmittal form containing:

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- (a) Date, revision date, and Submittal log number.
  - (b) Project and Subproject names and Owner Contract numbers.
  - (c) Design/Builder's name, address, and job number.
  - (d) Specification Section number clearly identified.
  - (e) The quantity of Shop Drawings, Product Data, or Samples submitted.
  - (f) Notification of approved deviations from Contract Documents.
  - (g) Materials Safety Data Sheet (MSDS) for each item complying with OSHA Hazard.
  - (h) Other pertinent data.
- P. Design/Builder shall require Submittal issuers to comply with the following resubmission requirements:
- 1. Shop Drawings:
    - (a) Revise initial Shop Drawings as required and resubmit as specified for initial Submittals.
    - (b) Indicate on Shop Drawings any changes that have been made.
  - 2. Product Data and Samples: Submit new Product Data and Samples as required for initial Submittals.
  - 3. Installation, Operation, and Maintenance Manuals: Revise initial Installation, Operation, and Maintenance Manual(s) as required and resubmit as specified for initial Submittals.

### **III. SCHEDULE OF SHOP DRAWING AND SAMPLE SUBMITTALS**

- A. Design/Builder shall prepare Schedule of Shop Drawing and Sample Submittals as required by Document 00 72 53 (General Conditions - Design Build). Design/Builder shall submit two copies of final and accepted Schedule of Shop Drawings and Sample Submittals as required by paragraph II.A.1 of this Document 01 33 00.
- B. Schedule of Shop Drawing and Sample Submittals may be used by Owner to schedule its activities relating to Submittals. Schedule of Submittals shall indicate a spreading out of Submittals and early Submittals of long-lead-time items and of items that require extensive review.

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- C. Schedule of Shop Drawing and Sample Submittals will be reviewed by Owner and shall be revised and resubmitted until accepted by Owner.
- D. Unless otherwise specified, Design/Builder shall require Subcontractors (including without limitation Design/Builder for self-performed Work) vendors and suppliers to make Submittals in groups containing all associated items to assure that information is available for checking each item when it is received. Design/Builder shall require submitting party to identify on the Submittal which Submittals should be reviewed together.
- E. Design/Builder shall prepare the Submittal Schedule and coordinate it with the Contract Schedule. Design/Builder shall not process submittals before the Submittal Schedule has been submitted to and accepted by the Owner, except in such cases where the processing of submittals is required before the acceptance of the Submittal Schedule.
- F. In preparing the Submittal Schedule, Design/Builder must first determine from the Contract Schedule the date the particular item is needed for the Work. Working backwards, Design/Builder will add the required number of days for shipment, time for fabrication, and similar items to determine the date of the first submittal.
- G. The Submittal Schedule shall be adjusted to meet the needs of the construction process and Contract Schedule. Design/Builder shall submit to Owner the Submittal Schedule after it is completed and each time it is updated by Design/Builder.

### **IV. SAFETY PROGRAM**

Submit the Safety Program specific to these Contract Documents to the Owner. Owner shall review Safety Program and return with any comments. Design/Builder shall continue revising Safety program as necessary until satisfactory to Owner.

### **V. PROGRESS SCHEDULE**

- A. See Document 01 32 00 (Progress Schedules and Reports) for schedule and report requirements. Document 01 32 00 shall control in any conflict with Document 01 33 00.
- B. Design/Builder shall submit to Owner three (3) print copies of schedule at each of the following times:
  - 1. Initial Progress Schedule at the Preconstruction Conference;
  - 2. Original Schedule within twenty (20) Days of the Notice to Proceed date;
  - 3. Adjustments to the Schedule as required;

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4. Schedule updates monthly, seven (7) Days prior to monthly progress meeting.
- C. Submit the reports listed in Document 01 32 00 (Progress Schedules and Reports) with:
1. Initial Schedule;
  2. Original Schedule;
  3. Each monthly Schedule update.
- D. Progress Schedules and Reports shall be submitted via email using software described in paragraph IV.A of Document 01 32 00, in addition to hard copies specified in this paragraph V. Electronic files shall be complete copies, including all programs and electronic coding.

### **VI. PRODUCT DATA**

- A. Within time provided in Submittals Schedule, Design/Builder shall submit to Owner the complete list of major products proposed for use, with name of manufacturer, telephone number, trade name, and model number of each product. Tabulate product data by Specification Section.
- B. For products specified only by reference standards, Product Data Submittals shall give manufacturer, trade name, model or catalog designation, and reference standards.
- C. Product or Catalog Data:
1. Manufacturer's standard drawings shall be modified to delete non-applicable data or include applicable data.
  2. For manufacturer's catalog sheets, brochures, diagrams, schedules, charts, illustrations and other standard descriptive data, Design/Builder shall:
    - (a) Mark each copy to identify pertinent materials, products, or models.
    - (b) Show dimensions and clearances required, performance characteristics and capacities, wiring diagrams and controls.
    - (c) Include applicable MSDS.
- D. Supplemental Data. Design/Builder shall mark each copy to identify applicable products, models, options, and other data, and supplement manufacturer's standard data to provide information unique to Project.

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- E. Design/Builder shall provide copies for Project Record Documents described in Document 01 77 00 (Contract Closeout).

### VII. SHOP DRAWINGS

- A. A. Minimum Sheet Size: 8-1/2 inches by 11 inches. All others: Multiples of 8-1/2 inches by 11 inches, 34 inches by 44 inches maximum.
- B. Original sheet will be marked with AOR review comments and returned to submitting party, with copy to Owner, etc. as provided in paragraph II above.
- C. The submittal shall identify applicable products, models, options, and other data; supplement manufacturers' standard data to provide information unique to Work.  
  
The submittal shall include manufacturers' installation instructions when required by Specification Section.
- D. Shop Drawings shall be drawn to scale and completely dimensioned, giving plan view together with such sectional views as are necessary to clearly show construction detail and methods.

### VIII. SAMPLES

- A. Design/Builder shall provide full range of manufacturers' standard colors, textures, and patterns for Owner selection.
- B. Design/Builder shall deliver samples to illustrate functional and aesthetic characteristics of product, with integral parts and attachment devices. Design/Builder shall coordinate Submittal of different categories for interfacing work.
- C. Design/Builder shall include identification on each sample, giving full information.
- D. Sizes: Unless otherwise specified, Design/Builder shall provide the following:
  - 1. Paint Chips: Manufacturers' standard.
  - 2. Flat or Sheet Products: Minimum 6 inches square, maximum 12 inches square.
  - 3. Linear Products: Minimum 6 inches, maximum 12 inches long.
  - 4. Bulk Products: Minimum one pint, maximum one gallon.
- E. Full size samples may be used in Work upon approval by Owner.
- F. Field Samples and Mock-ups (if applicable):

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1. Design/Builder shall erect field samples and mock-ups at Site in accordance with requirements of Specification Sections. If testing is conducted, record and certify results and full Contract compliance.
  2. Design/Builder shall modify or make additional field samples and mock-ups as required to provide appearance and finishes approved by Owner.
  3. Approved field samples and mock-ups may be used in Work upon approval by Owner.
  4. Design/Builder shall construct or prepare as many additional Samples as may be required, as directed by Owner, until desired textures, finishes, and/or colors are obtained.
  5. Accepted Samples and mock-up shall serve as the standard of quality for the various units of work.
- G. No review of a Sample shall be taken in itself to change or modify the requirements in the Contract Documents.
- H. Finishes, materials, and workmanship in the completed Work shall match accepted Samples.
- I. Remove mock-ups at conclusion of Work.

### **IX. QUALITY ASSURANCE CONTROL SUBMITTALS**

- A. Test Reports:
1. Design/Builder shall submit an electronic copy that shall be marked with Owner review comments and returned to Design/Builder.
  2. Design/Builder shall indicate that material or product conforms to or exceeds specified requirements.
  3. Reports may be from recent or previous tests on material or product, but shall be acceptable to Owner. Comply with requirements of each individual Specification Section.
- B. Certificates:
1. Design/Builder shall submit five (5) copies; one (1) copy will be marked with Owner review comments and returned to Design/Builder.
  2. Design/Builder shall indicate that material or product conforms to or exceeds specified requirements.
  3. Design/Builder shall submit supporting reference data, affidavits, and certifications as appropriate.

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4. Certificates may be recent or from previous test results on material or product, but shall be acceptable to Owner.
- C. Manufacturers' Instructions. Design/Builder shall:
1. Submit an electronic copy that will be marked with Owner review comments and returned to Design/Builder.
  2. Include manufacturers' printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing.
  3. Identify conflicts between manufacturers' instructions and Contract Documents.
- D. Material Safety Data Sheets:
1. In addition to Material Safety Data Sheets (MSDS) otherwise required by the Contract Documents, Design/Builder shall submit MSDS for any paints, solvents, thinners, varnish, lacquer, glues and adhesives, mastics, or other materials needed for the Project as required by the individual Specification Sections or as otherwise specified in the Contract Documents.
  2. MSDS required for a Submittal shall be submitted with product data in order for the Submittal to be reviewed.

## **X. INSTALLATION, OPERATIONS, AND MAINTENANCE MANUALS**

- A. A. Sheet Size: 8-1/2 x 11 inch
- B. Drawing Size: Design/Builder shall reduce drawings or diagrams to an 8-1/2 x 11 inch or 11 x 17 inch size. However, where reduction is not practical to ensure readability, fold larger drawings separately and place in vinyl envelopes bound into the binder. Identify vinyl envelopes with drawing numbers.
- C. Binding: Design/Builder shall bind in stiff, metal-hinged, three-ring binder(s) with standard three-hole punching.
- D. Multiple Items: Multiple items may be combined into one binder; tab each section with plastic-coated dividers.
- E. Page Protectors: Design/Builder shall provide plastic sheet lifters prior to first page and following last page.
- F. Binder title: Design/Builder shall include the following title on front and spine of binder: "COUNTY OF RIVERSIDE, RUHS-BH COMMUNITY TREATMENT FACILITY, INSTALLATION, OPERATION, AND MAINTENANCE MANUAL, 20\_\_."

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### G. Contents:

1. Introductory information shall include:
  - (a) Title page providing the same information as paragraph F above;
  - (b) Design/Builder's name, address, and telephone number;
  - (c) Table of Contents.
2. Include, at a minimum, the following detailed information for each item as applicable and as required by individual Specification Sections:
  - (a) Equipment function, normal operating characteristics, limiting operations.
  - (b) Assembly, disassembly, installation, alignment, adjustment, and checking instructions.
  - (c) Operating instructions for startup, routine and normal operation, regulation and control, shutdown, and emergency conditions.
  - (d) Lubrication and maintenance instructions including specific type and amount of lubricant and recommended lubrication interval.
  - (e) Guide to "troubleshooting."
  - (f) Parts list and predicted life of parts subject to wear.
  - (g) Outline, cross-section, and assembly drawings; engineering data; and electrical diagrams, including elementary diagrams, labeled wiring diagrams, connection diagrams, word description of wiring diagrams and interconnection diagrams.
  - (h) Test data and performance curves.
  - (i) A list of recommended spare parts with a price list and a list of spare parts provided under this Contract.
  - (j) Copies of parts lists or other documents packed with equipment when delivered.
  - (k) Instrumentation or tag numbers relating the equipment back to the Contract Documents.
3. Index

- H. Final Submittal: Upon favorable review of Installation, Operation, and Maintenance Manual(s) by Owner, Design/Builder shall deliver three (3) hard

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copies and one (1) electronic media format copy of the final approved Installation, Operation, and Maintenance Manual(s). Electronic media format copy shall include all tables, charts, drawings, codes and all other matters reflected in hard copies. Design/Builder shall complete the Equipment and Tasks lists in digital format for each piece of equipment supplied.

- I. Electronic Media Format: Compatible with Microsoft® Word, AutoCAD in drawing format (.DWG), or Adobe (.PDF) unless directed otherwise by Owner. All files shall be delivered in a usable electronic format.
- J. Draft Submittal: The Draft Submittal of Installation, Operation, and Maintenance Manuals shall be submitted to Owner prior to equipment startup.

### **XI. COMPUTER PROGRAMS**

When any equipment requires operation by computer programs, Design/Builder shall submit copy of program on appropriate diskette, plus a hard-copy and an electronic copy (Adobe .PDF format) of all user manuals and guides for operating the programs and making changes in the programs for upgrading and expanding the databases. All programs shall be Windows compatible. Design/Builder shall provide required licenses to Owner at no additional cost.

### **XII. PROJECT RECORD DOCUMENTS**

Design/Builder shall submit one (1) copy of each of the Project Record Documents listed in Document 01 77 00 (Contract Closeout).

### **XIII. DELAY OF SUBMITTALS**

Delay of Submittals by Design/Builder is considered avoidable delay.

### **XIV. OPTIONAL REVIEW MEETING**

At the Design/Builder's request, in order to facilitate the timeliness of the review process, Owner may schedule a meeting to review the materials submitted. If this option is exercised, the following requirements apply:

- A. Design/Builder shall request a meeting date with Owner at least ten (10) Business Days in advance.
- B. Design/Builder shall provide the complete package of Submittal information at least five (5) Business Days in advance of the meeting.
- C. The meeting shall take place at Owner office. Owner will provide the authorized staff to review and respond on the Submittal information during the meeting.
- D. Design/Builder shall make available for this meeting the job superintendent and/or foreman, Design/Builder's safety officer, and someone knowledgeable of all the items submitted and authorized to make substitutions or changes.

**END OF DOCUMENT**

**DOCUMENT 01 42 53**

**REFERENCES AND DEFINITIONS**

**I. DEFINITIONS**

- A. Wherever any of the words or phrases defined below, or a pronoun used in place thereof, is used in any part of the Contract Documents, it shall have the meaning here set forth. This list is not intended to be comprehensive and definitions of terms may occur within other parts of the Contract Documents. In the Contract Documents, the neuter gender includes the feminine and masculine, and the singular number includes the plural. While Owner has made an effort to identify all defined terms with initial caps, the following definitions shall apply regardless of case unless the context otherwise requires:
1. Agreement (Document 00 52 53): Agreement is the basic contract document that binds the parties to construction Work. Agreement defines relationships and obligations between Owner and Design/Builder and by reference incorporates Conditions of Contract, Drawings, and Specifications and contains Addenda and all Modifications subsequent to execution of Contract Documents.
  2. Alternate: Work added to or deducted from the base Contract Sum, if accepted by Owner. (if used)
  3. Application for Payment: Written application for monthly or periodic progress or final payment made by Design/Builder complying with the Contract Documents.
  4. Approved Equal: Approved in writing by Owner ac; being. of equivalent quality, utility and appearance.
  5. Architect or Engineer: If used elsewhere in the Contract Documents, “Architect” or “Engineer” shall mean a person holding a valid California State Engineer’s or Architect’s license representing the Owner in the administration of the Contract Documents. Architect may be an employee of or an independent consultant to Owner. When Architect is referred to within the Contract Documents and no Architect has in fact been designated, then the matter shall be referred to Owner. The term Architect shall be construed to include employees of Architect and/or employees that Architect supervises. When the designated Architect is an employee of Owner, his or her authorized representatives on the Project will be included under the term Architect. If Architect is an employee of Owner, Architect is the beneficiary of all Design/Builder obligations to Owner, including without limitation, all releases and indemnities. Unless obviously intended, the term “Architect” shall not include any architect or engineer of Design/Builder.

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6. Asbestos: Any material that contains more than one percent asbestosis and is friable or is releasing asbestos fibers into the air above current action levels established by OSHA or Cal/ OSHA.
7. AHJ or Authority Having Jurisdiction: Any federal, state, local, or other governmental entity with statutory or regulatory authority over the Project.
8. Business Day: Any Day other than Saturday, Sunday, and days which are designated as holidays by Owner. If a holiday falls on a Saturday, the preceding Friday will be the holiday. If a holiday falls on a Sunday, the following Monday will be the holiday. Refer to the Owner web site for a list of Owner observed holidays.
9. By Others: Work that is outside scope of Work to be performed by Design/Builder under this Contract, which will be performed by Owner, other Design/Builders, or other means.
10. By Owner: Work that will be performed by Owner or its agents at Owner expense.
11. California Building Standards Code: California Code of Regulations Title 24, including without limitation Part 1 (California Building Standards Administrative Code), Part 2 (California Building Code), etc.
12. Change Directive: A written directive from Owner to Design/Builder ordering alterations or modifications that do not result in change in Contract Sum or Contract Time, and do not substantially change Drawings or Specifications. See Document 01 26 00 (Modification Procedures).
13. Change Order: A written order prepared and signed by the Owner directing a change in the Work.
14. Change Directive (“CD”): Is defined in Document 01 26 00 (Modification Procedures).
15. Change Proposal Request (“CPR”): Is defined in Document 01 26 00 (Modification Procedures).
16. Code Inspector: A local or state agency responsible for the enforcement of applicable codes and regulations.
17. Commissioning Agent: See Document 01 91 00 (Commissioning).
18. Concealed: Work not exposed to view in the finished Work, including within or behind various construction elements.

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19. Construction Documents: defined in Document 01 11 53 (Summary of Work- Design Build) and Document 01 11 50 (Summary of Work- Design Services).
20. Construction General Contractor: A person or legal entity that has a direct contractual relationship with the Design/Builder to perform, among other things, construction of the Work. The Construction General Contractor shall be [insert vendor name].
21. Construction Manager: A third-party consultant retained by the Owner to assist in the Owner's administration of the Contract. The Construction Manager does not have legal authority to bind the Owner and does not act as an agent for the Owner in any legal capacity.
22. Construction Subcontract: A written agreement between the Design/Builder and/or the Construction General Contractor and a trade subcontractor licensed by the State of California's Contractors State License Board to perform work, provide labor, materials, fabrication, equipment, or installation of a portion of the Work within a particular specialty trade.
23. Construction Subcontractor: A trade subcontractor licensed by the State of California's Contractors State License Board to perform work, provide labor, fabrication, equipment, or installation of a portion of the Work within a particular specialty trade that enters into a Construction Subcontract.
24. Contract Conditions: Consists of two parts: General Conditions and Supplemental Conditions. General Conditions are general clauses that are common to the Owner Contracts, including Document 00 72 53. Supplemental conditions modify or supplement General Conditions to meet specific requirements for this Contract, Document series 00 73 00.
25. Contract Date: See Document 00 52 53 (Agreement).
26. Contract Documents and Contract: Contract Documents and Contract shall consist of the documents identified as the Contract Documents in Document 00 52 53 (Agreement), plus all changes, addenda, and modifications thereto.
27. Contract Modification ("CM"): a written amendment to Contract signed by Design/Builder and Owner. See Document 01 26 00 (Modification Procedures).
28. Contract Sum: The sum stated in the Agreement and, including authorized adjustments, the total amount payable by Owner to Design/Builder for performance of the Work and the Contract Documents. The Contract Sum

is also sometimes referred to as the Contract Price or the Contract Amount.

29. Contract Time: The number or numbers of Days or the dates stated in the Agreement to achieve Substantial Completion of the Work or designated milestones, or, to complete the Work so that it is ready for final payment and is accepted.
30. Design/Builder: The person or entity identified as such in the Agreement and referred to throughout the Contract Documents as if singular in number and neutral in gender. The term “Design/Builder” means the Design/Builder or its authorized representative. The Design/Builder entity shall be [insert vendor name].
31. Design/Builder’s Employees: Persons engaged in execution of Work under Contract as direct employees of Design/Builder, of Construction General Contractor, of Construction Subcontractors, or of Subcontractors.
32. Design/Builder’s Representative (or Design/Builder’s Project Representative)(s): See Document 00 52 53 (Agreement).
33. County: The County of Riverside, California.
34. Day: One calendar day of 24 hours measured from midnight to the next midnight, unless the word “day” is specifically modified to the contrary.
35. Design Development Documents: defined in Document 01 11 50 (Summary of Work – Design Services).
36. Defective: An adjective which, when modifying the word “Work,” refers to Work that is unsatisfactory or unsuited for the use intended, faulty, or deficient, that does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents (including but not limited to approval of samples and “or equal” items), or has been damaged prior to final payment (unless responsibility for the protection thereof has been assumed by Owner). Owner is the judge of whether Work is defective.
37. Drawings: The graphic and pictorial portions of Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.
38. Equal: Equal in opinion of Owner. Burden of proof of equality is responsibility of Design/Builder.
39. Exposed: Work exposed to view in the finished Work, including behind louvers, grilles, registers and various other construction elements.

40. Final Acceptance or Final Completion: Owner acceptance of the Work of the Project as satisfactorily completed in accordance with Contract Documents. Requirements for Final Acceptance/Final Completion include, but are not limited to: All systems having been tested and accepted as having met requirements of Contract Documents; All required instructions and training sessions having been given by Design/Builder; All Project Record Documents having been submitted by Design/Builder, reviewed by Owner and accepted by Owner; All punch list work, as directed by Owner, having been completed by Design/Builder; Generally all Work, except Design/Builder maintenance after Final Acceptance, having been completed to satisfaction of Owner.
41. Force Account: Work directed to be performed without prior agreement as to lump sum or unit price cost thereof, and which is to be billed at cost for labor, materials, equipment, taxes, and other costs, plus a specified percentage for overhead and profit.
42. Furnish: Supply only, do not install.
43. Hazardous Materials Laws: See Document 00 73 05 (Supplemental General Conditions - Hazardous Materials) (if used).
44. Governing Body: The Project Owner's elected or appointed board, council, or supervisors.
45. Indicated: Shown or noted on the Drawings.
46. Install: Install or apply only, do not furnish.
47. Latent: Not apparent by reasonable inspection, including but not limited to, the inspections and research required as a condition to executing the Agreement.
48. Law: Unless otherwise limited, all applicable laws including without limitation all federal, state, and local laws, statutes, standards, rules, regulations, ordinances, and judicial and administrative decisions.
49. Material: This word shall be construed to embrace machinery, manufactured articles, materials of construction (fabricated or otherwise), and any other classes of material to be furnished in connection with Contract, except where a more limited meaning is indicated by context.
50. Milestone: A principal event specified in Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all Work.
51. Modification: Same as Contract Modification.

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52. Naturally Occurring Asbestos (NOA): Asbestos naturally contained in serpentine or other rock, which may be released from the rock and become airborne when the rock is disturbed. See Document series 00 73 01 (Supplemental General Conditions- Naturally Occurring Asbestos) (if used).
53. Not in Contract: Work that is outside the scope of Work to be performed by Design/Builder under Contract Documents.
54. Notice of Completion: Shall have the meaning provided in California Civil Code Section 3093, and any successor statute.
55. Off Site: Outside geographical location of the Project.
56. Owner: The County of Riverside.
57. Owner Secured Permits: Licenses and permits from State regulatory agencies that are required to operate the facility and that will be procured by Owner. Does not include licenses and permits required for Design/Builder's performance of the Work.
58. Owner-Furnished, Design/Builder-Installed: Items furnished by Owner at its cost for installation by Design/Builder at its cost under Contract Documents.
59. Owner Representative(s): See Document 00 52 53 (Agreement).
60. Partial Utilization: Use by Owner of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all of the Work.
61. Phase: A specified portion of the Work (if any) specifically identified as a Phase in Document 00 52 53 (Agreement) or Document 0 11153 (Summary of Work - Design Build) or Document 011 150 (Summary of Work- Design Services) .
62. Product Data: That information (including brochures, catalogue cuts, MSDS, etc.) supplied by the vendor describing the technical and commercial characteristics of the supplier equipment or materials, and accompanying commercial terms such as warranties, instructions and manuals.
63. Progress Report: A periodic report submitted by Design/Builder to Owner with progress payment invoices accompanying actual work accomplished to the Progress Schedule. See Document 01 32 00 (Progress Schedules and Reports) and Document 00 72 53 (General Conditions - Design Build).

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64. Project: Total construction of which Work performed under Contract Documents may be whole or part.
65. Project Criteria (Document 00 01 16): See Document 00 01 16.
66. Project Manager: See Document 00 52 53 (Agreement) (if this term is used).
67. Project Manual: Project Manual consists of Agreement, Bonds, Certificates, Contract Conditions, and Specifications.
68. Project Record Documents: All Project deliverables required under Documents 01 77 00 and 01 78 00, including without limitation, as-built drawings, operations and maintenance manuals, Installation, Operation, and Maintenance Manuals, and Machine Inventory Sheets.
69. Provide: Furnish and install.
70. Request for Information (“RFI”): A document prepared by Design/Builder requesting information regarding the Project or Contract Documents as provided in Document 01 26 00 (Modification Procedures). The RFI system is also a means for Owner to submit Contract Document clarifications or supplements to Design/Builder.
71. Request for Proposals (“RFP”): A document issued by Owner to Design/Builder whereby Owner may initiate changes in the Work or Contract Time as provided in Contract Documents. See Document 01 26 00 (Modification Procedures).
72. Request for Qualifications (“RFQ”): The documents issued by the Owner to request qualifications from design-build entities to solicit progressive design-build services for the Project.
73. Request for Substitution (“RFS”): A document prepared by Design/Builder requesting substitution of materials as permitted and to the extent permitted in Contract Documents. See Document 01 60 00 (Product Requirements).
74. RFI-Reply: A document consisting of supplementary details, instructions, or information issued by Owner that clarifies or supplements Contract Documents, and with which Design/Builder shall comply. RFI-Replies do not constitute changes in Contract Sum or Contract Time except as otherwise agreed in writing by Owner. RFI-Replies will be issued through the RFI administrative system.
75. Samples: Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

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76. Services: See Document 00 52 50.53 (Construction Management Services) (if this term is used).
77. Shop Drawings: All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for Design/Builder and submitted by Design/Builder to illustrate some portion of the Work or as otherwise required by Code.
78. Shown: As indicated on Drawings.
79. Site: The particular geographical location of Work performed pursuant to Contract Documents.
80. Specifications: The written portion of the Contract Documents consisting of requirements for materials, equipment, construction systems, standards, and workmanship for the Work; performance of related services; and are contained in Divisions I through 16 (or higher, if used.)
81. Specified: As written in Specifications.
82. Subcontractor: A person or entity that has a direct contract with Design/Builder to perform a portion of the Work, except that “Subcontractor” shall not include the “Construction General Contractor”, or the “Construction Subcontractors”.
83. Substantial Completion: The Work (or a specified part thereof) has progressed to the point where, in the opinion of Owner as evidenced by a Certificate of Substantial Completion, the Work is sufficiently complete, in accordance with Contract Documents and in compliance with applicable Codes. The terms “Substantially Complete” and “Substantially Completed” as applied to all or part of the Work refer to Substantial Completion thereof.
84. Technical Specifications: Specification Divisions 2 through 16 (or higher if used), of the Contract Documents.
85. Testing and Special Inspection Agency: An independent entity engaged by Owner to inspect and/or test the workmanship, materials, or manner of construction of buildings or portions of buildings, to determine if such construction complies with the Contract Documents and applicable codes.
86. Title 24: Except where obviously referring to other portions thereof, the California Building Standards Administrative. Code, being Part I of California Code of Regulations Title 24, California Building Standards Code.
87. Underground Facilities: All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and

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any encasements containing such facilities that have been installed underground to furnish any of the following services or materials: Electricity, gases, chemicals, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

88. Unit Price Work: Shall be the portions of the Work for which a unit price is provided in Document 00 52 53 (Agreement) or Document 011 153 (Summary of Work - Design Build) or Document 01 11 50 (Summary of Work - Design Services).
  89. WBS or WBS/SOV: Work Breakdown Structure/Schedule of Values-see Document 012053 (Measurement and Payment- Design Build).
  90. Work: The entire completed construction, or the various separately identifiable parts thereof, required to be furnished under the Contract Documents within the Contract Time. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents including everything shown in the Drawings and set forth in the Specifications. Wherever the word “work” is used, rather than the word “Work,” it shall be understood to have its ordinary and customary meaning.
- B. Wherever words “as directed,” “as required,” “as permitted,” or words of like effect are used, it shall be understood that direction, requirements, or permission of Owner is intended. Words “sufficient,” “necessary,” “proper,” and the like shall mean sufficient, necessary, or proper in judgment of Owner. Words “approved,” “acceptable,” “satisfactory,” “favorably reviewed,” or words of like import, shall mean approved by, or acceptable to, or satisfactory to, or favorably reviewed by Owner.
- C. Wherever the word “may” or “ought” is used, the action to which it refers is discretionary. Wherever the word “shall” or “will” is used, the action to which it refers is mandatory.

**END OF DOCUMENT**

**DOCUMENT 01 45 00**

**QUALITY CONTROL**

**I. SCOPE**

- A. Design/Builder shall develop a Quality Control (“QC”) program to qualify all Work through personal review of the Work, assuring complete and accurate installation of all materials, products and equipment in accordance with the approved Contract Documents. Such reviews shall be the precursor to all inspections performed by the Owner or any Authorities Having Jurisdiction over the Project.
- B. Design/Builder’s QC program shall be staffed with individuals sufficiently learned in specific trade specialties as to recognize any and all deficiencies in the Work. The QC staff shall assure all Work is in accordance with the approved Contract Documents prior to submitting an Inspection Request to any Authority Having Jurisdiction over the Project. All aspects of the Work, including product verification, appropriate product installation and application, shall be qualified as meeting the requirements of applicable codes and the approved Contract Documents.
- C. The QC program objective is to confirm quality work, log any and all deficiencies in Work, coordinate all corrective work, and arrange for all inspections, including but not limited to the AHJ over the Project.
- D. As used in this Document 01 45 00, the term “Inspector” shall mean either the Owner’s Building Official (or their designee) or an AHJ over the Project, as the case may be.
- E. Owner and Design/Builder agree that inspection of the Work is required by, among other laws, Title 24 of the California Code of Regulations and is necessary for the preservation of life and safety and compliance with local, state, and federal laws.
- F. Design/Builder acknowledges and agrees that inspection of the Work by Owner Building Officials and other Authorities Having Jurisdiction over the Project is a necessary requirement of any construction project, and that understanding the scope and timing of required inspections is the responsibility of the Design/Builder, and that Design/Builder is solely responsible for ensuring that all of the Work is installed in accordance with the plans and specifications and applicable laws.

**II. IMPLEMENTATION**

- A. Subcontractors and/or vendors complete the Work, or portions of the Work, in accordance with the approved Contract Documents. Design/Builder’s QC

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representative shall review and qualify the Work as meeting all Contract Documents requirements.

- B. Should the QC representative determine that the Subcontractor or vendor's materials and/or installation is deficient, Design/Builder shall issue a written notice advising the offender of the infraction, accompanied with detailed instructions for appropriate correction.
- C. The Subcontractor and/or vendor shall take appropriate action as per the QC representative's directive, so as to bring the Work deemed deficient to a measure acceptable to the QC representative and as so specified in the approved Contract Documents.
- D. Upon the QC representative's determination that the Work, or portions of the Work, is correct and in accordance with the approved Contract Documents, the representative shall issue a request for inspection, as required, by the Owner or by the Authorities Having Jurisdiction over the Project. Inspections performed by Owner Building Officials shall be requested as so specified by the Building Officials.
- E. Inspection Requests (IRs) shall be made in a specific format to be discussed prior to commencement of construction. Each request shall specify the date, time, location of the item, test or area to be inspected, Subcontractor or trade, and description of the relative work. All IRs will be identified with a distinct number and shall run chronologically. Said numbers shall identify specific systems or trades and will have the capacity of displaying a sub alphanumeric indicator representing re-inspections or repeat inspections.
- F. A minimum of 48 hours' notice is required, after the issuance of an IR for the performance of an inspection by the Owner's Building Officials. Other Authorities Having Jurisdiction over the Project may require longer periods of notice and Design/Builder is responsible for determining such lead times prior to commencing construction.
- G. The Inspector will review the Work specified in the IR and accept or reject the Work as being in or not in conformance with the approved Contract Documents.
  - 1. When the Inspector determines that the Work is in conformance with the approved Contract Documents the Inspector will so note that decision in writing.
  - 2. When the Inspector determines that the Work is not in conformance with the approved Contract Documents a specific notation shall be so indicated on the IR. The IR will be returned to the QC representative who in turn will repeat the process as so indicated in this Article II.
  - 3. Repeat inspections or re-inspections shall be indicated on the IR via a sub alphanumeric indicator accompanying the original distinct number.

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Subsequent repeat inspections or re-inspections relative to the original IR and its original number shall run chronologically.

4. IRs reporting deficiencies and which are not resolved within a timely manner, shall be detailed on an Outstanding Issues Log (OIL) and distributed by Design/Builder to the Owner and the project team. The OIL shall be reviewed and discussed at each Owner required regular project meeting.
5. Special Inspections and Deputy Inspections, as performed by personnel from the Owner's Materials Testing Laboratory and Geotechnical Engineer/Laboratory, shall be scheduled and coordinated following the same procedures as outlined herein for all other inspections. The QC representative shall provide suitable storage facilities for laboratory test specimens (i.e., concrete test cylinders, borings, masonry prisms, fireproofing samples, etc.), as required to assure their integrity.

**END OF DOCUMENT**

**DOCUMENT 01 60 00**

**PRODUCT REQUIREMENTS**

**I. PRODUCTS AND PRODUCT LIST**

- A. Products: Term includes new material, machinery, components, equipment, fixtures, and systems forming the Work. Term does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.
- B. Design/Builder shall not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents. For similar components, Design/Builder shall provide interchangeable components of the same manufacturer.
- C. Tabulate products by Specification Section number and title.
- D. For products specified only by reference standards, list each such product:
  - 1. Name and address of manufacturer;
  - 2. Trade name;
  - 3. Model or catalog designation;
  - 4. Manufacturer's data, including reference standards and performance test data.

**II. PRODUCT OPTIONS AND SUBSTITUTIONS**

- A. Summary: This Article II describes procedures for selecting products and requesting substitutions of unlisted materials in lieu of materials named in the Specifications. All substitution requests must be made in writing regardless of when requested.
- B. Design/Builder's Options:
  - 1. For products specified only by reference standard: Select any product meeting that standard.
  - 2. For products specified by naming one or more products or manufacturers: either select products of any named manufacturer meeting specifications, or, if product becomes unavailable due to no fault of Design/Builder, submit Request for Substitution (RFS), including all information contained in this Document 01 60 00.
- C. Substitutions:

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1. With respect to “or equal” items Owner will consider Design/Builder’s substitution requests only when product becomes unavailable due to no fault of Design/Builder, or if the product specified no longer complies with local regulations or laws.
2. Catalog numbers and specific brands or trade names followed by the designation “or approved equal” are used in conjunction with material and equipment required by the Specifications to establish the standard of quality, utility, and appearance required. Substitutions which are equal in quality, utility, and appearance to those specified may be accepted subject to the following provisions.
  - (a) Failure of Design/Builder to submit proposed substitutions for approval in the manner described above and within the time prescribed shall be sufficient cause for disapproval by Owner of any substitutions otherwise proposed
  - (b) Such acceptance shall not relieve Design/Builder from complying with the requirements of the Drawings and Specifications.
  - (c) Wherever more than one (1) manufacturer’s product is specified, the first-named product is the basis for the project design and the use of alternative named manufacturer’s products or substitutes may require modifications in the project design and construction. If such alternatives are proposed by Design/Builder and are favorably reviewed by Owner, Design/Builder shall be responsible for all costs of any changes resulting from Design/Builder’s proposed substitutions which affect other parts of the Work or the work of separate Design/Builders, including the cost of testing, permits, etc. thereby made necessary
  - (d) Requests for review of proposed substitute items will not be accepted from anyone other than Design/Builder. The RFS shall state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice Design/Builder’s achievement of Substantial Completion on time, and whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for work on the Project).
3. Design/Builder shall submit a separate RFS for each product and support each request with: product identification; manufacturer’s literature; samples, as applicable; name and address of similar projects on which product has been used, and dates of installation; name, address, and telephone number of manufacturer’s representative or sales engineer; for construction methods: Detailed description of proposed method; drawings illustrating methods.

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4. Where required, Design/Builder shall itemize a comparison of the proposed substitution with product specified and list significant variations including, but not limited to dimensions, weights, service requirements, and functional differences. If variation from product specified is not pointed out in submittal, variation will be rejected even though submittal was favorably reviewed. Identify all variations of the proposed substitute from that specified in the RFS and indicate available maintenance, repair, and replacement service.
5. Design/Builder shall state whether the substitute will require a change in any of the Contract Documents (or provisions of any other direct contract with Owner for work on the Project) to adapt the design of the proposed substitute, and whether or not incorporation or use of the substitute in connection with Work is subject to payment of any license fee or royalty. Submit data relating to changes in construction schedule.
6. Design/Builder shall include accurate cost data comparing proposed substitution with product and amount of net change in Contract Sum including, but not limited to, an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other Design/Builders affected by the resulting change, all of which will be considered by Owner in evaluating the proposed substitute. Owner may require Design/Builder to furnish additional data about the proposed substitute.
7. Owner will not consider substitutions for acceptance (or, in Owner's sole discretion, Owner may make Design/Builder solely responsible for all resulting costs, expenses and other consequences) when a substitution:
  - (a) Results in delay meeting construction Milestones or completion dates.
  - (b) Is indicated or implied on submittals without formal request from Design/Builder.
  - (c) Is requested directly by Subcontractor or supplier.
  - (d) Acceptance will require substantial revision of Contract Documents.
  - (e) Disrupts Design/Builder's job rhythm or ability to perform efficiently.
8. Substitute products shall not be ordered without written acceptance of Owner. Owner will determine acceptability of proposed substitutions and reserve right to reject proposals due to insufficient information.

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9. Accepted substitutions will be evidenced by a Contract Modification. All Contract Documents requirements apply to Work involving substitutions.
- D. Design/Builder's Representation and Warranty: Design/Builder's RFS constitute a representation and warranty that Design/Builder:
1. Has investigated proposed product and determined that it meets or exceeds, in all respects, specified product.
  2. Will provide the same warranty for substitution as for specified product.
  3. Will coordinate installation and make other changes that may be required for Work to be complete in all respects.
  4. Waives claims for additional costs which may subsequently become apparent
  5. Will compensate Owner for additional redesign costs associated with substitution.
  6. Will be responsible for Construction Schedule slippage due to substitution.
  7. Will be responsible for Construction Schedule delay due to late ordering of available specified products caused by requests for substitution that are subsequently rejected by Owner.
  8. Will compensate Owner for all costs, including extra costs of performing Work under Contract Documents, extra cost to other Design/Builders, and any claims brought against Owner, caused by late requests for substitutions or late ordering of products.
- E. Administrative Requirements: Specified products, materials, or systems for Project may include Architectural or Engineering or on-file standards required by the regulatory agency. Design/Builder's substitution of products, materials or systems may require additional Architectural or Engineering, testing, reviews, approvals, assurances, or other information for compliance with regulatory agency requirements or both. Design/Builder shall provide all agency approvals or other additional information required and pay additional costs for required Owner services made necessary by the substitution at no increase in Contract Sum or Contract Time, and as a part of substitution proposal.

### **III. PRODUCT DELIVERY REQUIREMENTS**

Design/Builder shall deliver products in accordance with manufacturer's instructions and promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.

### **IV. SHIPPING REQUIREMENTS**

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- A. Preparation for Shipment. All equipment shall be suitably packaged to facilitate handling and to protect against damage during transit and storage. All equipment shall be boxed, crated, or otherwise completely enclosed and protected during shipment, handling, and storage. All equipment shall be protected from exposure to the elements and shall be kept dry at all times. Painted and coated surfaces shall be protected against impact, abrasion, discoloration, and other damage. Painted and coated surfaces which are damaged prior to acceptance of equipment shall be repainted to the satisfaction of Owner. Grease and lubricating oil shall be applied to all bearings and similar items.
- B. Shipping. Before shipping each item of equipment shall be tagged or marked as identified in the delivery schedule or on the Shop Drawings. Complete packing lists and bills of material shall be included with each shipment.
- C. Design/Builder shall store products only in staging area per provisions of Document 01 11 00 (Summary of Work).
- D. Handle, store, and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate-controlled enclosures.
- E. For exterior storage of fabricated products, place on appropriate supports, above ground.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
- G. Store loose granular materials on solid flat surfaces in a well-drained area.
- H. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- I. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.
- J. Without limiting the foregoing:
  - 1. Design/Builder shall bear the responsibility for delivery of equipment, spare parts, special tools, and materials to the Site and shall comply with the requirements specified herein and provide required information concerning the shipment and delivery of the materials specified in Contract Documents. These requirements also apply to any sub-suppliers making direct shipments to the Site. Acceptance of the equipment shall be made only after it is installed, tested, placed in operation and found to comply with all the specified requirements.

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2. All items shall be checked against packing lists immediately on delivery to the Site for damage and for shortages. Damage and shortages shall be remedied with the minimum of delay.
3. No metalwork (miscellaneous steel shapes and reinforcing steel) shall be stored directly on the ground. Masonry products shall be handled and stored in a manner to hold breakage, chipping, cracking, and spalling to a minimum. Cement, lime, and similar products shall be stored off the ground on pallets and shall be covered and kept completely dry at all times. Pipe fittings and valves may be stored out of doors but must be placed on wooden blocking. PVC pipe, geomembranes, plastic liner, and other plastic materials shall be stored on the ground on pallets and protected from direct sunlight.
4. Electrical equipment, and all equipment with antifriction or sleeve bearings shall be stored in weathertight structures maintained at a temperature above 60° F. Electrical equipment, controls, and insulation shall be protected against moisture and water damage. All space heaters furnished in equipment shall be connected and operated continuously.
5. Equipment having moving parts such as gears, bearings, and seals, shall be stored fully lubricated with oil, grease, etc., unless otherwise instructed by the manufacturer. Manufacturer's storage instructions shall be carefully followed by Design/Builder.
6. When required by the equipment manufacturer, moving parts shall be rotated a minimum of twice a month to ensure proper lubrication and to avoid metal to metal "welding". Upon installation of the equipment, Design/Builder shall, at the discretion of Owner, start the equipment at one-half load for an adequate period of time to ensure that the equipment does not deteriorate from lack of use.
7. When required by the equipment manufacturer, lubricant shall be changed upon completion of installation and as frequently as required thereafter during the period between installation and acceptance. New lubricants shall be put into the equipment by Design/Builder at the time of acceptance.
8. Equipment and materials shall not show any pitting, rust, decay, or other deleterious effects of storage when installed in the Work.
9. In addition to the protection specified for prolonged storage, the packaging of spare units and spare parts shall be for export packing and shall be suitable for long-term storage in a damp location. Each spare item shall be packed separately and shall be completely identified on the outside of the container.

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10. Handling. Stored items shall be laid out to facilitate their retrieval for use in the Work. Care shall be taken when removing the equipment for use to ensure the precise piece of equipment is removed and that it is handled in a manner that does not damage the equipment.

**END OF DOCUMENT**

**DOCUMENT 01 73 29**

**CUTTING AND PATCHING**

**I. DESCRIPTION**

- A. Execute Cutting and Patching as required in Document 00 72 53 (General Conditions- Design Build) and as specified hereinafter.
- B. Do all cutting, coring, fitting, and patching as required to complete the work and/or to:
  - 1. Make its several parts fit together properly.
  - 2. Uncover work to provide for installation of ill-timed work.
  - 3. Remove and replace defective Work.
  - 4. Remove and replace work not conforming to requirements of Contract Documents.
  - 5. Remove samples of installed Work as specified for testing.
  - 6. Provide routine penetrations of non-structural surfaces for installation of piping and electrical
  - 7. conduit.
  - 8. Patch and repair fireproofing damaged after installation of other Work.
  - 9. Remove and finish construction at connections to other structures.
  - 10. Remove existing roofing where required by new Work, and patching work shall be identical with
  - 11. the existing roofing system in materials, system and construction.

**II. RELATED REQUIREMENTS**

Include all requirements as specified in other Specifications Sections of this Project.

**III. SUBMITTALS**

- A. Submit a written request to Owner and copy to Architect ten (10) working days in advance prior to executing any cutting or alteration which affects:
  - 1. Work of the Owner and/or any separate Design/Builder.
  - 2. Structural value or integrity of any element of the Project.

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3. Integrity or effectiveness of weather-exposed or moisture-resistant elements or systems.
  4. Efficiency, operational life, maintenance, or safety of operational elements.
  5. Visual qualities of sight-exposed elements.
- B. Request shall include:
1. Identification of the Project.
  2. Description of affected work.
  3. The necessity for cutting and alteration.
  4. Effect on work of Owner or any separate Design/Builder or on structural integrity of Project.
  5. Description of Proposed Work:
    - (a) Scope of cutting, patching, or alteration.
    - (b) Trades who will execute the work.
    - (c) Products proposed to be used.
    - (d) Extent of refinishing to be done.
  6. Alternatives to cutting and patching.
  7. Cost proposal when available.
  8. Written permission of any separate Design/Builder whose work will be affected.
- C. Submit written notice to Owner and copy to the Architect designating the date and the time the work will be uncovered.

### **IV. MATERIALS**

Comply with Specifications and standards for each specified product involved. Where Specifications are not included for items requiring patching, provide materials of equal or better quality than existing materials.

### **V. EXECUTION**

- A. Inspection

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1. Inspect existing conditions of Project, including elements subject to damage or to be removed during cutting and patching.
  2. After uncovering work, inspect conditions affecting installation of products or performance of work.
  3. Report unsatisfactory or questionable conditions to Owner in writing; do not proceed with work until Owner has provided further instructions or approval.
- B. Preparation. Provide adequate temporary support as necessary to assure structural value or integrity of affected portion of work.
- C. Performance.
1. Execute cutting and demolition by methods which will prevent damage to other work and will provide proper surfaces to receive installation of repairs.
  2. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances, and finishes.
  3. Restore work which has been cut or removed; install new products to provide complete work in accordance with requirements of the Contract Documents.
  4. Fit work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
  5. At penetrations of fire-rated wall, ceiling, or floor construction, completely seal voids with fire-rated material, full thickness of the construction element.
  6. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes. For continuous surfaces, refinish to nearest intersection. For an assembly, refinish entire unit.

**END OF DOCUMENT**

**DOCUMENT 01 74 00**

**CLEANING**

**I. PROGRESS CLEANING**

- A. Design/Builder shall perform periodic cleaning to ensure that any streets and other Owner and public properties are maintained free from accumulation of waste materials, dust, mud, and debris.
- B. Where required, Design/Builder shall wet down surfaces to lay dust and prevent the blowing of dust to nearby residences or public properties .
- C. Design/Builder shall keep all paved roads clean and free of dust, mud, and debris resulting from Design/Builder's operations. Daily cleanup throughout the job will be necessary as Design/Builder progresses with its Work, but extra attention to cleanup shall be made prior to weekends and holidays. Without limiting the foregoing, Design/Builder shall remove trench spoil along traveled ways daily; grade and vacuum broom surfaces initially where applicable and later water flush with high-pressure sprays, being careful to avoid downstream contamination.
- D. All dust, mud, spoils, and construction debris shall be removed daily from all roadways, ditches, shoulders, and private property (fills or spoils placed on private property at private property Owner's written request excepted).
- E. Disposal of Materials:
  - 1. As part of the scope of Work included within the Contract Sum, Design/Builder shall be fully responsible for disposing of all construction debris, dirt and spoils resulting from the Work.
  - 2. All waste materials, debris, dirt and rubbish shall be disposed of at sites to be chosen by Design/Builder in accordance with applicable local, state, and federal regulations.
  - 3. Design/Builder is cautioned that Owner and the Owner have regulations governing the disposal of rubble, broken pavement, and similar materials.
  - 4. Design/Builder shall become familiarized with the requirements of the agency having jurisdiction over any contemplated disposal site and shall comply with all such requirements.
  - 5. Design/Builder will estimate and report to Owner, an estimate of quantities (e.g. tonnage) of waste materials disposed of for compliance with AB75. Reporting requirements include the nature of materials, destination, volume and tonnage.

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- F. All excess soil from performance of Work shall be disposed at sites to be chosen by Design/Builder in accordance with applicable local, state, and federal regulations. If Design/Builder elects to dispose of soil on any private property, prior to any dumping, a letter allowing such dumping shall be obtained from the property Owner and presented to Owner. Design/Builder is advised that the property Owner is required to obtain a fill permit from the applicable government agency(ies). In addition, placement of fill in wetland areas is subject to permit procedures of the US Army Corps of Engineers. At the completion of Work, a letter from each affected property Owner will be required releasing Design/Builder, Owner and any Owner consultant from future liability.
- G. If Design/Builder does not properly clean the Site, in the opinion of Owner, then Owner shall have the option of using outside equipment to perform the cleanup and such cost will be withheld from the Contract Sum.

## II. FINAL CLEANING

- A. Design/Builder shall execute final cleaning prior to final inspection of each Subproject, using only properly skilled workers.
- B. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from exposed interior and exterior finished surfaces.
- C. Repair, patch, and touch up marred surfaces to match adjacent finishes.
- D. Clean interior and exterior surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- E. Clean equipment and fixtures to a sanitary condition, clean or replace filters of mechanical equipment operated during construction, clean ducts, blowers and coils of units operated without filters during construction.
- F. Clean Site; mechanically sweep paved areas.
- G. Remove waste and surplus materials, rubbish, and construction facilities from Site.

**END OF DOCUMENT**

**DOCUMENT 01 77 00**

**CONTRACT CLOSEOUT**

**I. REMOVAL OF TEMPORARY CONSTRUCTION FACILITIES**

- A. Remove temporary materials, equipment, services, and construction prior to Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary facilities.
- C. Restore permanent facilities used during construction to specified condition.

**II. SUBSTANTIAL COMPLETION**

- A. When Design/Builder considers Work or designated portion of the Work as Substantially Complete, submit written notice to Owner Representative, with list of items remaining to be completed or corrected.
- B. Within reasonable time, Owner Representative will inspect to determine status of completion.
- C. Should Owner determine that Work is not Substantially Complete, Owner will promptly notify Design/Builder in writing, listing all defects and omissions.
- D. Remedy deficiencies and send a second written notice of Substantial Completion. Owner will re-inspect the Work. If deficiencies previously noted are not corrected on re-inspection, then Design/Builder shall pay Owner cost of the re-inspection.
- E. When Owner concurs that Work is Substantially Complete, Owner will issue a Certificate of Substantial Completion, accompanied by Design/Builder's list of items to be completed or corrected as verified by Owner.
- F. Manufactured units, equipment and systems that require startup must have been started up and run for periods prescribed by Owner before a Certificate of Substantial Completion will be issued.
- G. A punch list examination will be performed upon Substantial Completion. One follow-up review of punch list items for each discipline will be provided. If further Site visits are required to review punch list items due to incompleteness of the Work by Design/Builder, Design/Builder will reimburse Owner for costs associated with these visits.

**III. FINAL COMPLETION**

- A. Final Completion occurs when Work meets requirements for Owner Final Acceptance. When Design/Builder considers Work is Finally Complete, submit written certification that:

## RUHS-BH COMMUNITY TREATMENT FACILITY

1. Design/Builder has inspected Work for compliance with Contract Documents, and all requirements for Final Acceptance have been met.
  2. Except for Design/Builder maintenance after Final Acceptance, Work has been completed in accordance with Contract Documents and deficiencies listed with Certificate of Substantial Completion have been corrected. Equipment and systems have been tested in the presence of Owner, and are operative.
  3. Work is complete and ready for final inspection.
  4. Work has been completed in accordance with Contract Documents.
  5. Equipment and systems have been tested in presence of Owner's Representative and are operational.
- B. In addition to submittals required by Contract Documents, provide submittals required by governing authorities and submit final statement of accounting giving total adjusted Contract Sum, previous payments, and sum remaining due.
- C. Within seven (7) days from receipt of the "Design/Builder's Notice of Completion," Owner shall make an inspection of the Work and note any deficiencies.
- D. When Owner finds Work is acceptable and final closeout submittals are complete, Owner will issue final Contract Modification reflecting approved adjustments to Contract Sum not previously made by Contract Modification. Should Owner determine that Work is incomplete or defective:
1. Owner promptly will so notify Design/Builder, in writing, listing the incomplete or Defective items.
  2. Promptly remedy the deficiencies and notify Owner when it is ready for re-inspection.
  3. When Owner determines that the Work is acceptable under the Contract Documents, Owner will request Design/Builder to make closeout submittals.
- E. Final adjustments of accounts: Owner shall prepare a final Contract Modification for submittal to Design/Builder, showing adjustments to the Contract Sum that were not previously made into a Contract Modification.

### **IV. FINAL CLEANING**

Design/Builder shall comply with all applicable requirements in Document 017400 (Cleaning).

### **V. MATERIAL, EQUIPMENT AND FINISH DATA**

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Submit two sets of data for primary materials, equipment, and finishes as required under each Specification Section prior to final inspection, bound in 8-1/2 inch by 11 inch three-ring binders with durable plastic covers to Owner for Owner records.

### **VI. PROJECT GUARANTEE**

- A. Requirements for Design/Builder's guarantee of completed Work are included in Article IX of Document 00 72 53 (General Conditions- Design Build). Guarantee Work done under Contract against failures, leaks, or breaks or other unsatisfactory conditions due to Defective equipment, materials, or workmanship, and perform repair work or replacement required, at Design/Builder's sole expense, for period of one year from date of Substantial Completion.
- B. Neither recordation of Substantial Completion nor final certificate for payment nor provisions of the Contract nor partial or entire use or occupancy of premises by Owner shall constitute acceptance of Work not done in accordance with Contract Documents nor relieve Design/Builder of liability in respect to express warranties or responsibility for faulty materials or workmanship.
- C. Owner may make repairs to Defective Work as set forth in Document 00 72 53 (General Conditions Design/Build).
- D. If, after installation, operation, or use of materials or equipment to be provided under Contract proves to be unsatisfactory to Owner, Owner shall have right to operate and use materials or equipment until said materials and equipment can, without damage to Owner, be taken out of service for correction or replacement. Period of use of Defective materials or equipment pending correction or replacement shall in no way decrease guarantee period required for acceptable corrected or replaced items of materials or equipment.
- E. Nothing in this Document 01 77 00 shall be construed to limit, relieve, or release Design/Builder's, the Construction General Contractor's, any Construction Subcontractors', or any Subcontractors', and equipment suppliers' liability to Owner for damages sustained as result of latent defects in equipment caused by negligence of suppliers' agents, employees, or Subcontractors. Stated in another manner, warranty contained in the Contract Documents shall not amount to, nor shall it be deemed to be, waiver by Owner of any rights or remedies (or time limits in which to enforce such rights or remedies). it may have for Defective workmanship or Defective materials under laws of this State pertaining to acts of negligence.

### **VII. WARRANTIES**

- A. Execute Design/Builder's Submittals and assemble warranty documents, and Installation, Operations and Maintenance manuals described in Document 01 33 00 (Submittal Procedures), executed or supplied by Subcontractors, suppliers, and manufacturers.

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1. Provide table of contents and assemble in 8-1/2 inch by 11 inch three-ring binder with durable plastic cover, appropriately separated and organized.
  2. Include contact names and phone numbers for Owner personnel to call during warranty period.
  3. Assemble in Specification Section order.
- B. Submit material prior to final Application for Payment.
1. For equipment put into use with Owner permission during construction, submit within fourteen (14) Days after first operation.
  2. For items of Work delayed materially beyond date of Substantial Completion, provide updated Submittal within fourteen (14) Days after acceptance, listing date of acceptance as start of warranty period.
- C. Warranties are intended to protect Owner against failure of Work and against deficient, defective and faulty materials and workmanship, regardless of sources.
- D. Limitations: Warranties are not intended to cover failures that result from the following:
1. Unusual or abnormal phenomena of the elements.
  2. Vandalism after Substantial Completion.
  3. Insurrection or acts of aggression including war.
- E. Related Damages and Losses: Remove and replace Work which is damaged as result of Defective Work, or which must be removed and replaced to provide access for correction of warranted Work.
- F. Replacement Cost: Replace or restore failing warranted items without regard to anticipated useful service lives.
- G. Warranty Forms: Submit drafts to Owner for approval prior to execution. Forms shall not detract from or confuse requirements or interpretations of Contract Documents.
1. Warranty shall be countersigned by manufacturers.
  2. Where specified, warranty shall be countersigned by Subcontractors and installers.
- H. Rejection of Warranties: Owner reserves right to reject unsolicited and coincidental product warranties that detract from or confuse requirements or interpretations of Contract Documents.

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- I. Term of Warranties: For materials, equipment, systems, and workmanship, warranty period shall be one year minimum from date of Substantial Completion of entire Work except where:
  - 1. Detailed Specifications for certain materials, equipment or systems require longer warranty periods.
  - 2. Materials, equipment or systems are put into beneficial use of Owner prior to Substantial Completion as agreed to in writing by Owner.
  
- J. Warranty of Title: No material, supplies, or equipment for Work under Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by seller or supplier. Design/Builder warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver premises, together with improvements and appurtenances constructed or placed thereon by Design/Builder, to Owner free from any claim, liens, security interest, or charges, and further agrees that neither Design/Builder nor any person, firm, or corporation furnishing any materials or labor for any Work covered by Contract shall have right to lien upon premises or improvement or appurtenances thereon. Nothing contained in this paragraph, however, shall defeat or impair right of persons furnishing materials or labor under bond given by Design/Builder for their protection or any rights under law permitting persons to look to funds due Design/Builder in hands of the Owner

### VIII. TURN-IN

- A. Upon acceptance of the Work by Owner, and prior to final payment and before Owner issues a Final Certificate for Payment issued in accordance with the General Conditions, the following shall be submitted as directed by Project Manager:
  - 1. Keys;
  - 2. Guarantee and equipment warranties as required by the Contract Documents (organized in three ring binders);
  - 3. Operating and Maintenance Manuals;
  - 4. As Built Drawings.
  
- B. Contract Documents will not be closed out and final payment will not be made until all personnel Identification Media, vehicle permits, keys issued to Design/Builder during prosecution of Work, and letters from property owners pursuant to Document 01 74 00 (Cleaning), are turned into Owner.

### IX. INSPECTION COORDINATION

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Coordinate and assist Owner with fire inspection by local fire marshal and any other applicable jurisdiction, and secure sufficient notice to Owner to permit convenient scheduling. Coordinate and assist Owner with final inspection for the purpose of obtaining an occupancy certificate.

**END OF DOCUMENT**

**DOCUMENT 01 78 00**

**PROJECT RECORD DOCUMENTS**

**I. PROJECT RECORD DRAWINGS**

- A. Mark-up Procedure: During the construction period, maintain a set of blue-line or blackline prints of Contract Drawings, Coordination Drawings and Shop Drawings for Project Record Document purposes. Do not permanently conceal any Work until required information has been recorded.
- B. Mark these Drawings to indicate the actual installation where the installation varies from the installation shown originally. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:
1. Dimensional changes to the Drawings
  2. Revisions to details shown on the Drawings
  3. Depths of various elements of foundation in relation to main floor level or survey datum.
  4. Horizontal and vertical location of underground duct banks, utilities and appurtenances referenced to permanent surface improvements.
  5. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
  6. Establish locations of underground work, points of connection with existing utilities, changes in direction, valves, manholes, catch basins, capped stubouts, invert elevations, and similar items.
  7. Provide actual numbering of each electrical circuit.
  8. Field changes of dimension and detail.
  9. Revisions to routing of piping and conduits
  10. Revisions to electrical circuitry
  11. Actual equipment locations
  12. Duct size and routing
  13. Changes made by Contract Modification
  14. Details not on original Contract Drawings

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- C. Mark completely and accurately Project Record Drawing prints of Contract Drawings or Shop Drawings, whichever is the most capable of showing actual physical conditions. Where Shop Drawings are marked, show cross-reference on Contract Drawings location.
- D. Mark Project Record Drawing sets with red erasable colored pencil; use other colors to distinguish between changes for different categories of the Work at the same location.
- E. Mark important additional information that was either shown schematically or omitted from original Drawings.
- F. Note Construction Change Directive numbers; alternate numbers; Contract Modification numbers and similar identification.
- G. Responsibility for Mark-up: Where feasible, the individual or entity who obtained Project Record Drawing data, whether the individual or entity is the installer, subcontractor, or similar entity, is required to prepare the mark-up on Project Record Drawings. Accurately record information in an understandable and legible drawing technique. Record data as soon as possible after it has been obtained. In the case of concealed installations, record and check the mark-up prior to concealment.
- H. Preparation of final Record Drawings: Immediately prior to inspection for Certification of Substantial Completion, review completed marked-up Project Record Drawings with Owner. When authorized, prepare a full set of corrected AutoCAD files and prints of Contract Drawings and Shop Drawings.
  - 1. Incorporate changes and additional information previously marked on print sets. Delete, cloud, redraw, and add details and notations where applicable. Identify and date each Drawing; include the printed designation 'PROJECT RECORD DRAWINGS' in a prominent location on each Drawing. Submit AutoCAD files and two sets of prints for review.
  - 2. Refer instances of uncertainty to Owner for resolution.
  - 3. Distribution: Whether or not changes and additional information were recorded, organize and bind original marked-up set of prints that were maintained during the construction period into manageable sets. Bind the set with durable paper cover sheets, with appropriate identification, including titles, dates and other information on cover sheets. Submit the marked-up Project Record Drawings set to Owner.
- I. Shop Drawings and Samples: Maintain as record documents; legibly annotate Shop Drawings and Samples to record changes made after review.

## II. PROJECT RECORD SPECIFICATIONS

## RUHS-BH COMMUNITY TREATMENT FACILITY

- A. During the construction period, Design/Builder shall maintain one copy of the Project Specifications, including addenda and modifications issued, for Project Record Document purposes.
- B. Mark the Project Record Specifications to indicate the actual installation where the installation varies substantially from that indicated in Specifications and Modifications issued. Note related Project Record Drawing information, where applicable. Give particular attention to substitutions, selection of product options, change order work, and information on concealed installation that would be difficult to identify or measure and record Inter.
  - 1. In each Specification Section where products, materials or units of equipment are specified or scheduled, mark the copy with the proprietary name and model number of the product furnished.
  - 2. Record the name of the manufacturer, catalog number, supplier and installer, and other information necessary to provide a record of selections made and to document coordination with Project Record Product Data submittals and maintenance manuals.
  - 3. Note related Project Record Product Data, where applicable, for each principal product specified, indicate whether Project Record Product Data has been submitted in maintenance manual instead of submitted as Project Record Product Data.
- C. Upon completion of mark-up, submit Project Record Specifications to Owner for Owner records.

### **III. PROJECT RECORD PRODUCT DATA**

- A. During the construction period, Design/Builder shall maintain one (1) copy of each Project Record Product Data submittal for Project Record Document purposes.
  - 1. Mark Project Record Product Data to indicate the actual product installation where the installation varies from that indicated in Project Record Product Data submitted. Include significant changes in the product delivered to the site, and changes in manufacturer's instructions and recommendations for installation.
  - 2. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  - 3. Note related Contract Modifications and mark-up of Project Record Drawings, where applicable.
  - 4. Upon completion of mark-up, submit a complete set of Project Record Product Data to Owner for Owner records.

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5. Where Project Record Product Data is required as part of maintenance manuals, submit marked-up Project Record Product Data as an insert in the manual, instead of submittal as Project Record Product Data.
6. The prime Design/Builder is responsible for mark-up and submittal of record Project Record Product Data for its own Work.

### B. Material, Equipment and Finish Data

1. Provide data for primary materials, equipment and finishes as required under each specification section.
2. Submit two (2) sets prior to final inspection, bold in 8-1/2 inch by 11 inch three-ring binders with durable plastic covers; provide typewritten table of contents for each volume.
3. Arrange by Specification division and give names, addresses, and telephone numbers of subcontractors and suppliers. List:
  - (a) Trade names.
  - (b) Model or type numbers.
  - (c) Assembly diagrams.
  - (d) Operating instructions.
  - (e) Cleaning instructions.
  - (f) Maintenance instructions.
  - (g) Recommended spare parts.
  - (h) Product data.

## IV. MISCELLANEOUS PROJECT RECORD SUBMITTALS

Refer to other Specification Sections for miscellaneous record keeping requirements and submittals in connection with various construction activities. Immediately prior to Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for use and reference. Submit to Owner for Owner records. Categories of requirements resulting in miscellaneous records include, but are not limited to the following:

1. Field records on excavations and foundation
2. Field records on underground construction and similar work
3. Survey showing locations and elevations of underground lines

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4. Invert elevations of drainage piping
5. Surveys establishing building lines and levels
6. Authorized measurements utilizing unit prices or allowances
7. Records of plant treatment
8. Ambient and substrate condition tests
9. Certifications received in lieu of labels on bulk products
10. Batch mixing and bulk delivery records
11. Testing and qualification of tradespersons
12. Documented qualification of installation firms
13. Load and performance testing
14. n. Inspections and certifications by governing authorities
15. Leakage and water-penetration tests
16. Fire resistance and flame spread test results
17. Final inspection and correction procedures

### **V. RECORDING**

Post changes and modifications to the Project Record Documents as they occur. Do not wait until the end of the Project. Owner may periodically review Project Record Documents to assure compliance with this requirement and withhold five percent of any monthly progress payment until Project Record Documents are current. At completion of Subproject or Project, deliver remaining record documents to Owner. Accompany submittal with transmittal Letter containing:

1. Dates
2. Subproject and Project title and number
3. Design/Builder's name and address
4. Number and title of each record document
5. Certification that each document as submitted is complete and accurate, and signature of
6. Design/Builder, or Design/Builder's authorized representative.

**END OF DOCUMENT**