This Table of Contents describes the documents provided to Bidders: the Project Manual and the Bridging Documents for the Ashland Youth Center Project as well as courtesy copies of Additional Reports and Surveys that are not Contract Documents. Please refer to the entire Project Manual and all Bridging Documents in order to understand the complete requirements for the Project.

**PROJECT MANUAL**

**DOCUMENTS**

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09 8311 - Acoustical Wall Systems
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**DIVISION 14 – CONVEYING EQUIPMENT**
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**DIVISION 21 -- FIRE SUPPRESSION**
Refer to Volume 3: Design Criteria and Room Data Sheets for Fire Suppression requirements.

**DIVISION 22 – PLUMBING**
Refer to Volume 3: Design Criteria and Room Data Sheets for Plumbing requirements.

**DIVISION 23 -- HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)**
Refer to Volume 3: Design Criteria and Room Data Sheets for Mechanical requirements.

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SECTION 00 11 19

REQUEST FOR PROPOSALS

The COUNTY OF ALAMEDA, acting by and through its GENERAL SERVICES AGENCY (“County”), will receive competitive sealed Proposals from pre-qualified Bidders (“Bidders”) for the following public work:

ASHLAND YOUTH CENTER PROJECT

1. RECEIPT OF PROPOSALS FROM BIDDERS. Sealed proposals must be received by the County at the Office of the County, Room # 907, 1401 Lakeside Drive, Oakland CA, 94612 on Monday, March 14-21, 2011. The County must receive the sealed proposals by 2:00 p.m., as determined by the County Receptionist’s date stamp. County may reject all Proposals received after the specified time and may return such Proposals to Bidders unopened. Bidders must submit Proposals in accordance with this Section 00 11 19 (Request for Proposals).

1.1 Only Bidders who pre-qualified pursuant to the process described in the document entitled “Request for Pre-Qualification of Design-Build Entities for the County of Alameda Ashland Youth Center Project”, dated September 2010, and any amendments, modifications or supplements thereto (the “Pre-Qualification Information”), are eligible to submit Proposals.

2. CONTACT INFORMATION. All inquiries and requests for information shall be addressed in writing (e-mail is acceptable) to the County’s Project Manager.

2.1 Mailing and street address of the Office of the County:

County of Alameda
1401 Lakeside Drive, Suite 800
Technical Services Department, Construction Services
Oakland, CA 94612

2.2 County’s Project Manager:

Howard Johnson, A.I.A., R.I.B.A.
1401 Lakeside Drive, Suite 800
Technical Services Department, Design and Construction
Oakland, CA 94612
Telephone: 510-208-9648
Fax: 510-208-3995
Email: howard.johnson@acgov.org

2.3 County’s Construction Manager:

Mack5
1900 Powell Street
Emeryville, CA 94608

3. DETERMINATION OF BEST VALUE. If the Contract is to be awarded, the County will award the Contract to the qualifying Bidder whose Proposal is determined to provide the Best
Value to the County for a fixed Project price that shall not exceed Fourteen Million Dollars ($14,000,000) (the “Contract Sum”).

3.1 The County reserves the right to deem non-responsive any Proposal with a price greater than the Contract Sum, as well as any Proposal that does not achieve a minimum aggregate score of 60 points on the Evaluation Factor Categories in paragraph 23.3 below, with a minimum of at least fifty percent (50%) in each category of the total points available in each of the five categories, or any proposal that does not adequately address and appropriately respond to all of the requirements of the Contract Documents, including substantial conformance with the Bridging Documents.

3.2 As permitted by Public Contract Code section 20133(d)(2)(C), the County reserves the right to hold discussions and/or negotiations with responsive Bidders. The applicable rules and procedures to be observed by the County during such discussions and/or negotiations will be issued by Addenda as Section 00 11 19 (Rules and Procedures for Discussions and Negotiations). The County reserves the right, as a part of or in addition to discussions or negotiations with responsive Bidders, to (a) issue requests for supplemental information (“RSI”), and (b) request Best and Final Offers (“BAFO”) from responsive Bidders.

3.3 The qualifying Bidder with the most points will be awarded the Contract as provided in this Section 00 11 19 (Request for Proposals). Best Value is a value determined by the criteria specified in Article 23 (Evaluation Factors) below.

4. **SCOPE AND NEEDS OF THE PROJECT.** The County is inviting design-build Proposals from pre-qualified Bidders for Design Development and construction of the Ashland Youth Center on an approximately one acre parcel located at 16335 East 14th Street near the intersection of 163rd Avenue in the unincorporated Ashland community of Alameda County. The Ashland Youth Center will be part of an integrated 13.25 acre campus complex that includes the Edendale or Holland Neighborhood Park, a community park developed by the Hayward Area Recreation and Park District (“HARD”), and the San Lorenzo Unified School District’s (the “School District”) Edendale Middle School. A new gymnasium is to be constructed on the complex by the School District. Parking areas and driveways on the campus complex will serve all three properties. See Section 01 11 13.01 (Site Plan and Related Projects).

5. The Ashland Youth Center will provide approximately 33,000 square feet of space in a two story structure for youth-focused recreational, educational, health, and career services, all interconnected in a community-center space. Functional areas include a library; media production, dance and fitness rooms; meeting/class rooms; a computer lab; game and visual arts rooms; social gathering places such as a central living room or lounge area, balcony bleachers and activity courtyard; a public café; all to encourage socialization, integration, trust and respect among peers and adults. The facility will also provide arts and cultural programs, education and career support guidance, a community based health and wellness clinic, and a child care center all within a safe and comfortable environment. The Ashland Youth Center must achieve at least LEED Silver or better certification by the U.S. Green Building Council.

6. The Programming and Schematic Design phases of the Project have been developed with significant participation from the local community, area youth and County agencies, all of whom will be the users of the Ashland Youth Center. The design depicted in the Bridging Documents represents and illustrates the exterior image and programmatic adjacencies resulting from the user input. It is the expressed preference of all user groups that the Bridging Document design should not be altered. Therefore, the Design Builder will be required to maintain the illustrated design...
and its underlying programmatic requirements. The Design Builder’s scope of work will include progression of the Schematic Design through Design Development to completion of Construction. Bidder’s proposal shall focus, as appropriate, on building systems, components and construction processes needed to deliver the Schematic Design.

6.1 Section 01 11 13 (Work Covered by Contract Documents), Section 01 11 20 (Design Services and Deliverables), and the Bridging Documents set forth more completely the Project information necessary to describe the County’s requirements.

6.2 Bidders are hereby notified that, notwithstanding any other provision in this Section 00 11 19 (Request for Proposals), the exterior appearance, floor plan general arrangement, stacking, and adjacency relationships described in the Bridging Documents, together with the resulting architectural expression depicted in the Bridging Documents, must be fulfilled.

6.3 The mitigation measures required by the Mitigated Negative Declaration, adopted for this Project by the Board of Trustees of the Alameda County Redevelopment Agency (“RDA”) on June 2, 2009, more fully identified in paragraph 16.8 of Section 00 72 53 (General Conditions), are included in the scope of work of this Contract and must be coordinated throughout design and construction and specifically included in all required Project schedules.

7. UPDATING INFORMATION SUBMITTED IN PRE-QUALIFICATION PROCESS. As indicated in Article 9 (Certification Regarding Material Changes) of Section 00 45 40 (Bidder Certifications), each Bidder shall certify that either (a) all information in, and provided with, the Pre-Qualification Questionnaire it submitted to County, including all supplemental material provided as part of the completeness review, remains true and correct in all material respects as of the date of submitting Proposals and supplements, if any, or (b) if there have been any material changes thereto, such material changes are reflected on a Bidder’s Material Changes List, submitted in accordance with Section 00 45 40 (Bidder Certifications).

8. REQUIRED PROPOSAL SECURITY. Bidders must submit with their Proposal a certified check or cashier’s check from a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do surety business in the State of California, having an A.M. Best Company financial rating of A-7 or better, of not less than ten percent (10%) of the Bidder’s Proposal amount, payable to “County of Alameda”. The required form of corporate surety bond is Section 00 61 13 (Bond Accompanying Proposal). County will reject as non-responsive any Proposal submitted without the required Proposal security. County will reject as non-responsive any Proposal submitted with a Proposal security that is not executed by the Bidder. County may elect to retain the Proposal securities and Proposal bonds of the four prequalified Bidders until the later of (a) one hundred twenty (120) Days after Proposal opening or (b) the execution of the Contract and deposit of all necessary bonds and other items, at which time the County shall return Proposal securities and Proposal bonds to the non-selected Bidders.

9. REQUIRED TECHNICAL PROPOSAL AND SUBCONSULTANT/SUBCONTRACTOR PROCUREMENT PLAN. Each Bidder’s Technical Proposal shall include, among other things, the Bidder evaluation factors specified in Article 23 (Evaluation Factors) below.

9.1 The Technical Proposal shall be submitted in a 3-ring notebook(s) with a tab for each of the Bidder evaluation categories. Each Bidder shall also submit a Subconsultant/Subcontractor Procurement Plan satisfying all requirements of Section 00 62 30 (Subconsultant/Subcontractor Procurement).
9.2 The required Technical Proposal must be submitted in sufficient detail to demonstrate a high degree of fidelity to the Bridging Documents and clearly enumerate and describe elements of the Bridging Documents that Bidder proposes to exclude or modify.

10. **REQUIRED NON-COLLUSION AFFIDAVIT.** Bidders must submit Section 00 45 19 (Non-Collusion Affidavit) with their Proposal. County may reject as non-responsive any Proposal submitted without a Non-Collusion Affidavit. No Bidder may make or file or be interested in more than one Proposal for the same supplies, services or both.

11. **REQUIRED BIDDER CERTIFICATIONS.** Bidders must submit Section 00 45 40 (Bidder Certifications) with their Proposal. County will reject as non-responsive any Proposal submitted without the Bidder Certifications.

12. **COUNTY OUTREACH PROGRAMS.**

12.1 The County’s Enhanced Construction Outreach Program ("ECOP") and Small Local Emerging Business ("SLEB") Program shall apply to this Contract. No preference points will be awarded under ECOP or SLEB. ECOP and SLEB forms are included in Sections 00 62 38 (Enhanced Construction Outreach Program Design-Build) and 00 62 40 through 40.5 (Small Local Emerging Businesses Program) and must be submitted by Bidders in accordance with the requirements of Sections 00 62 30 (Subconsultant/Subcontractor Procurement), 00 62 38 (ECOP), and 00 62 40 through 00 62 40.5 (SLEB).

12.2 The County’s Contractor Bonding Assistance Program ("CBAP") will apply to this Project. The CBAP seeks to increase the ability of small contractors to participate in this and other projects by providing them with, among other things, assistance in obtaining required bonds. The Design Builder will be afforded the opportunity to participate in the CBAP for the benefit of its Subcontractors, as long as the Design Builder’s Subcontractors are eligible to participate in the CBAP and the Program continues to operate. The CBAP is more fully described in Section 00 62 20 (Contractor Bonding Assistance Program (CBAP) – Design Build).

12.3 The Ashland Youth Center Project is funded primarily by a Public Improvement Agreement between the County and the Redevelopment Agency of the County of Alameda ("RDA"), dated March 30, 2010. The Public Improvement Agreement requires all contracts for public improvements undertaken or paid for with RDA funds to be procured and entered into with reference to the provisions of California Health and Safety Code Section 33422.1, which provides that, to the greatest extent feasible, contracts for work to be performed in connection with a redevelopment project shall be awarded to business concerns that are located in, or owned in substantial part by persons residing in the RDA Project Area. The applicable RDA Project Area for the Ashland Youth Center Project is depicted in Section 00 11 19.02. Bidders are hereby notified that the RDA Project Area Business Preference applies to this Project. Bidders must certify their willingness to comply with this requirement in Section 00 45 40 (Bidder Certifications).

13. **COUNTY ARTS PROGRAM.** Bidders are hereby notified that Alameda County Ordinance Code § 13.28.010 requires two percent (2%) of the total direct construction costs of the Project be spent on public art approved by the County’s Art Commission. For this Project a sum equal to two percent (2%) of the Contract Price, approximately Two Hundred and Eighty Thousand dollars ($280,000), of additional public funds not part of Bidder’s Proposal will be spent on public art approved by the County’s Art Commission. Although the cost of this program is not part of Bidder’s Proposal pricing, Bidder shall anticipate and allow for coordination of its work with the Art Commission during the design and construction stages of the Project. Potential art
installations or incorporations will supplement the Bidder’s scope of work and may include, but are not limited to, water features, wall art, paving/planter/bench design in exterior courtyards, sculpture, display cases, wayfinding and signage, and interior floor designs. See the Architectural Design Narrative in Volume 3, Section 00.1 Public Art Program Narrative.

14. ELECTRONIC DOCUMENTS.

14.1 County may, in its sole discretion, and solely as a convenience to Bidders, elect to provide various Bidding Documents and/or other information on CD-ROMs or other electronic forms (“Electronic Copy”), in addition to hardcopy paper document (“Hardcopy”). In all cases, the Hardcopy shall be referred to, and shall control, in the event of any inconsistency between a Hardcopy and an Electronic Copy.

14.2 Bidders are advised to check all electronic media for computer viruses before loading any files therefrom. Bidders are fully responsible for intercepting and disabling viruses, if any, that may be inadvertently transmitted with an Electronic Copy. Also, files distributed electronically are subject to data erosion, erasure and/or alteration, and computer systems and software become obsolete in time (together, “Data Erosion”). By taking any step to open or otherwise use any electronic file, each Bidder acknowledges these risks and releases County, and its officers, employees, consultants, representatives, and agents harmless from and against all claims of any type or nature arising from or relating to any virus inadvertently transmitted or any Data Erosion. In addition, the composition of electronic files and the adjuncts to them were created for the use and convenience of the County, and may not be compatible with other users. Bidders acknowledge that Electronic Copies may not match Hardcopies, and that it is the responsibility of the Bidders to adapt Electronic Copies for their own use.

15. PROPOSAL-RELATED CONFERENCES.

15.1 Mandatory Pre-Proposal Conferences. County will conduct two mandatory Pre-Proposal Conferences, the first of which will include a Site Visit. A representative from the General Contractor and Lead Architect members of the Bidder must be present at each mandatory Pre-Proposal Conference. Other members of the Bidder’s team may attend as the Bidder requires. The proposed times and locations listed below are subject to change. In response to questions arising at the Pre-Proposal Conferences, the County will transmit to all pre-qualified Bidders any Addenda the County in its discretion considers necessary, see Article 19 below. The County may issue Minutes of the Pre-Proposal Conferences and if issued, the County’s Minutes shall constitute the sole and exclusive record and statement of the results of the Pre-Proposal Conferences. The minutes issued by County, if any, are not Contract Documents.

15.1.1 First Mandatory Pre-Proposal Conference and Site Visit (RFP Format Review, Site Planning, & Scheduling): Tuesday, February 22, 2011, from 10:00 a.m. to noon, at Ashland Village Apartments, 1300 Kentwood Lane, San Leandro, California 94578.

15.1.2 Second Mandatory Pre-Proposal Conference (Networking): Wednesday, February 23, 2011, from 10:00 a.m. to noon at 1401 Lakeside Drive, Room 1107, Oakland, California, 94612.

15.2 Additional Pre-Proposal Conferences. Additional meetings following the Pre-Proposal Conferences and prior to the submission of Proposals may be scheduled by the County as required. Addenda will be issued as the County deems necessary to address clarifications or comments resulting from Additional Pre-Proposal Conferences.
15.3 **Confidential Pre-Proposal Meetings.** Included in the Project Manual is a Pre-Proposal Meeting Agreement and Waiver of Claims Form (Section 00 25 16.01). If all prequalified Bidders execute the Pre-Proposal Meeting Agreement, additional confidential meetings may be conducted as provided in that document. Absent unanimous agreement of all prequalified Bidders, additional confidential meetings will not be held with any Bidder. Bidders must notify the County of their desire to participate in confidential pre-proposal meetings in writing (e-mail is acceptable) by **2:00 p.m. on Thursday, February 24, 2011**. If confidential pre-proposal meetings are requested by all Bidders, they will be conducted between **February 28, 2011 and March 1, 2011**.

16. **OTHER REQUIREMENTS PRIOR TO BIDDING.** Submission of a Proposal signifies the Bidder’s careful examination of Proposal Documents and complete understanding of the nature, extent, and location of the Work to be performed. Bidders must complete the tasks listed in Article 5 (Design Builder’s Representations and Warranties) of Section 00 52 53 (Agreement Form – Design/Build) as a condition precedent to submitting a Proposal, and submission of a Proposal shall constitute the Bidder’s express representation to County that Bidder has fully completed these tasks.

17. **EXISTING SITE CONDITIONS AND RELATED DATA.** Bidders may examine any available existing conditions information by giving County reasonable advance notice. Section 00 31 00 (Existing Site Conditions) applies to all existing drawings, geotechnical reports and hazardous material surveys supplied by County as well as any other information supplied regarding existing conditions above ground or below ground.

18. **WAGE RATES.** Bidders are required to comply with all applicable prevailing wage requirements and regulations. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to design and construct the Project, as determined by the Director of the State of California Department of Industrial Relations, are on file at the Office of the County and are deemed included in the Proposal Documents. Upon request, County will make available copies to any interested Bidder. See Section 00 43 43 (Prevailing Wage Requirements).

19. **ADDENDA.** Bidders must direct all questions about the meaning or intent of any documents related to this Section 00 11 19 (Request for Proposals) to the County in writing. The County will issue by formal written Addendum any interpretations or clarifications it considers necessary in response to such questions. The County will make any Addenda available to all pre-qualified Bidders by posting to the County website. The County will not respond to questions received less than **fifteen eighteen (15 18) Days** before the date listed in Article 1 above for the submission of Proposals. Only questions answered by formal written Addendum shall be binding on the County; oral responses or any other interpretation or clarification will be without legal effect.

19.1 At the County’s discretion, it may also issue Addenda to modify any documents related to this Section 00 11 19.

19.2 The Bidder shall acknowledge its receipt of any Addenda in Section 00 42 53 (Proposal Form). Bidders may obtain a complete list of Addenda from the County.

20. **SUBSTITUTIONS.** Proposals shall be based on products and systems specified in the Bridging Documents. Listed materials, products, systems, and equipment are provided as examples of required quality levels. Bidders are encouraged to seek alternative manufacturers for equipment which provides equal or better quality, competitive pricing, or other benefits to the Project.
20.1 The County is not responsible or liable in any way for a Bidder’s damages or claims related, in any way, to that Bidder basing its Proposal on any requested substitution that the County has not approved. Bidder will be held responsible for: (a) all costs and claims arising from any cost or schedule impact resulting from the County’s approval of a requested substitution and (b) all costs and claims arising from any cost or schedule impact resulting from any substitution not approved by the County.

20.2 Bidders and materials suppliers who submit requests for substitutions prior to the award of the Contract must do so in writing and in accordance with Public Contract Code § 3400. All such requests must comply with paragraph 20.3 below.

20.3 Requests for Substitution. Bidders may submit a Request for Substitution no later than **fifteen eighteen (15 18) Days** before the date required for Proposal submission. The County reserves the right not to act upon a Request for Substitution until after Proposals have been submitted. Any Request for Substitution shall contain sufficient information, as set forth in Section 01 61 00 (Product Requirements), to allow the County to assess the acceptability of the product or system. Insufficient information shall be grounds for rejection of any Request for Substitution. In addition to the other substitution information, Bidder shall specify any impacts to Green Building performance that may result in the reduction of points awarded to the Project under the LEED-NC Version 3.0 rating system.

20.3.1 The Addenda described in Article 19 above shall list any approved substitutions.

20.3.2 Except as provided for in Section 00 72 53 (General Conditions) and Section 01 61 00 (Product Requirements), Bidders may submit a Request for Substitution after the issuance of Section 00 51 00 (Notice of Award) only at the sole discretion of the County.

20.4 Items Which May Not Be Substituted. In accordance with Public Contract Code § 3400 the County has found that certain items may not be substituted because they are either necessary to the Project or only available from one source. Accordingly the County will not permit substitutions for the following items:

20.4.1 Door Hardware (See Section 08 71 00)

20.4.2 Door closers: LCN

20.4.3 Panic Hardware: Von Duprin

20.4.4 Locksets: Schlage Mortise Series

20.4.5 Hinges: Ives

20.4.6 Flush Bolts: Ives

20.4.7 Kick Plates: Ives

20.4.8 Coordinators: Ives

20.4.9 Magnetic Hold-open: LCN
20.4.10 Tiling (See Section 09 30 00):

20.4.10.1 Exterior Field Tile for Artwork: Crossville, Inc.
20.4.10.2 Exterior Accent Tile for Artwork: Heath Ceramics

20.4.11 Interior Lighting Fixtures, Lamps, and Ballasts

20.4.11.1 2’ X 4’ recessed troffer light fixture: Lithonia model Avante (Model # 2AV-G-S-32-MDR-MVOLT-GBE101S.)

20.4.12 Network Systems (See Section 27 20 00)
20.4.12.1 Products: Cisco

21. SUBMISSION OF PROPOSALS. Each Bidder shall submit its Proposal in one or more sealed envelopes, boxes, or other containers (a “Proposal Package”) containing the items listed in this Article 21. Proposal Packages shall be hand delivered to County’s receptionist at the County office listed in Article 1. Each Proposal Package will be time and date stamped by County’s receptionist upon receipt. Ten (10) hard copies of Bidder’s Proposal Package and one (1) electronic scanned copy of the same (on a compact disc or DVD) shall be submitted. The Proposal Package shall be organized as outlined in the RFP Master Proposal Packaging Checklist in Section 01 11 19.01. All Proposal Packages should be marked as follows:

PROPOSAL FOR ASHLAND YOUTH CENTER PROJECT
(PROJECT NO. 10020)
Package ___ of ___

21.1 Bidder’s Proposal Package must contain at a minimum the following, fully completed:

21.1.1 Executive Summary: A letter summarizing each element of the Proposal and describing how Bidder’s Proposal provides Best Value to the County.


21.1.3 Acceptable/Unacceptable Factors:

21.1.3.1 Bidder’s Plan to Achieve Green Building Criteria/LEED-NC Silver including, without limitation, a narrative plan and a completed copy of the “LEED Scorecard” 00 43 94.01 in accordance with paragraph 23.2.A below.

21.1.3.2 Skilled Labor Availability and Acceptable Safety Record Report in accordance with paragraph 23.2.B below.

21.1.3.3 Schedule Compliance in accordance with paragraph 23.2.C below.

21.1.3.4 Maximum Contract Sum of $14 million in accordance with paragraph 23.2.D below.
21.1.4 Proposed Subconsultant/Subcontractor Procurement Plan: Provide a proposed Subconsultant/Subcontractor Procurement Plan in accordance with Section 00 62 30 (Subconsultant/Subcontractor Procurement). Include in separate sections:

21.1.4.1 Enhanced Construction Outreach Program (ECOP) compliance in accordance with Section 00 62 38 (Enhanced Construction Outreach Program).

21.1.4.2 Small Local Emerging Businesses (SLEB) Program compliance in accordance with Section 00 62 40 (Small Local Emerging Businesses Program).

21.1.4.3 Efforts to provide jobs required to complete this Project to local apprentices, youth, unemployed and under-employed County residents. (See Section 00 62 38, paragraphs 1.3 and 5.1).

21.1.5 Bridging Documents Conformance Proposal: Bidder shall submit a Bridging Documents Conformance Proposal that demonstrates Bidder’s ability to achieve the greatest conformance with the requirements outlined in the Bridging Documents. Drawings, renderings and a computer generated model (and other items at Bidder’s discretion), all in adequate detail to explain the Bidder’s Design Development and the aesthetics thereof. Generally depict or delineate any proposed modifications or developments to the Bridging Documents. The elements of the Proposal shall be evaluated in relation to the following categories:

21.1.5.1 Program Review - including floor plans, sectional and orthogonal and/or perspective drawings as needed to convey intent.

21.1.5.2 Structural Systems - Project Narrative or Diagrams identifying structural systems.

21.1.5.3 M/E/P Systems - Project Narrative or Diagrams identifying M/E/P systems.

21.1.5.4 Building Aesthetics - including material/color boards and rendered/keyed drawings depicting Bidder’s conformance with the Bridging Design.

21.1.5.5 Serviceability - Narrative and/or Diagram descriptions of the facility and equipment servicing requirements.

21.1.6 Design and Construction Qualifications Proposal: Bidder shall state the qualifications of its members and their constituent entities, its personnel, and its core Subcontractors and Subconsultants (the “Core Team”) (as identified in Bidder’s Pre-Qualification Questionnaire). Bidder shall submit its Core Team qualifications in a Qualifications Letter, which shall include the following components of information:

21.1.6.1 Similar Project Experience - Bidder shall include the project size, cost,
completion date, team, a short project description, and photographs of at least three (3) similar projects completed within the last eight (8) years. Provide the owner names and contact information for the three (3) projects as a reference for the County. Specify any project green building features and performance thresholds achieved (such as twenty percent (20%) energy consumption below code, or LEED certification level, etc.). Describe and compare representative project features such as CEQA compliance measures, methods used to manage issues associated with equipment lead time, and methods used to ensure utility delivery at the required points in the schedule. The Lead Architect of the Design-Build Core Team shall demonstrate applicable experience in Design Development and construction documentation on similar projects where Design and Program are established by the Bridging Architect and preserved for the remainder of the Project.

21.1.6.2 Bidder Financial Strength - Bidder shall confirm accuracy of all financial information provided during the Pre-Qualification process. Bidder shall identify to the County all material changes, if any, in that information.

21.1.6.3 Project Management Team - Bidder shall provide resumes and project experience listings for its full project management team, including general contractor, architects, engineers, specialty consultants, and key Subcontractors. Bidder shall also include an Organization Chart for the full team, showing every management team member.

21.1.6.4 Integrated Project Team Narrative - Bidder shall provide a short narrative on its goals and plan for achieving an integrated Design Development process for the Project with its team members. Please describe plans for Project charettes, if any, relating to Design Development or other integration methods and processes that will be implemented. Identify team members who have previously worked together and on which projects (include the project name, location, date of completion, cost, intended use description and reference contact information). In addition, describe the approach and extent of involvement of the Bidder’s General Contractor and Subcontractors in the design process.

21.1.7 Cost-to-Value Price Reductions, Schedule Acceleration, Sustainable Design/Life Cycle, and Other Best Value Innovations:

21.1.7.1 Cost-to-Value Price Reductions - Bidder shall provide narrative adequate to describe the proposed cost reduction strategy and the manner in which the cost reduction is achieved. Describe how the value of the Project is retained in system or building components that are affected by the price reduction in accordance with paragraph 23.3, 4.a.

21.1.7.2 Schedule Acceleration/Constructability Innovations - Bidder shall describe innovations, methodologies or other strategies by which Bidder proposes to accelerate schedule in accordance with paragraph 23.3, 4.b.
21.1.7.3 Sustainable Design/Life Cycle Costing – Bidder shall provide an at least fifteen (15) year life cycle analysis in accordance with paragraph 23.3, 4.c. Bidder shall provide additional life cycle cost analysis to support Bidder’s proposed creative design approaches to improve upon the minimum fifteen-year live cycle costs.

21.1.7.4 Other Strategies - Bidder shall provide a listing of any additional Project Best-Value and innovations that do not fit in the above three subcategories. Each measure shall include its description, cost and best value benefits in accordance with paragraph 23.3, 4.d.

21.1.8 Bidding Documents:

21.1.8.1 Section 00 42 53 (Proposal Form)

21.1.8.2 The required Proposal Security described in Article 8 above

21.1.8.3 Section 00 62 16 (Design Builder Certificate of Insurance Form)

21.1.8.4 Section 00 45 19 (Non-Collusion Affidavit)

21.1.8.5 Section 00 45 40 (Bidder Certifications)

21.1.8.5.1 Bidder’s Objections or Protests (as necessary)

21.1.8.5.2 Bidder’s Material Changes List (as necessary)

22. PROPOSAL RECEIPT AND EVALUATION.

22.1 County shall time-stamp all Proposals on receipt. Proposal Packages will not be opened publicly and will be held in confidence during the Proposal evaluation period prior to the Contract award. Proposal Packages may become public later as described in Article 28 below.

22.2 County will perform a preliminary completeness review to identify any patently defective or non-responsive Proposals. Proposals not meeting the requirements of this Section 00 11 19 (Request for Proposals), including those with a Proposal price greater than the amount identified in Article 3 (the “Contract Sum”), will be considered non-responsive. County action on a defective or non-responsive Proposal may include refusal to evaluate the Proposal and elimination of the Bidder from the evaluation process. The County reserves the right to take any action consistent with the requirements of this Section 00 11 19 (Request for Proposals) including, without limitation, requesting additional information after receipt and opening of any Proposal and waiving any inconsequential Proposal defects.

22.3 In addition to the Interview/Presentation required by paragraph 23.3.5 below, Bidders who submit a non-defective, responsive Proposal may be required to give detailed technical presentations regarding the details of their Proposals to the County’s Proposal review team on one or more Evaluation Factor Category listed in Article 23 below. The County will perform a detailed technical Proposal review, which may occur before or after technical presentations. As a result of that review, the County may elect to reject any Proposal which fails to meet the County’s satisfaction.
22.4 During the County’s technical review period, Bidders must respond in a timely manner to all questions from the County regarding their Proposals.

22.5 Bidders will be invited, following the completion of the County’s technical review, to present their Proposal to the County, see paragraph 23.3.5 below.

22.6 County may reject any Proposal and may waive, to the fullest extent permitted by law, any informalities or minor irregularities therein not involving price, time or changes in the Work. County also reserves the right, in its discretion, to reject all Proposals and issue a further request for proposals for the Project. Additionally, County reserves the right: (i) to reject any nonconforming, non-responsive, unbalanced, or conditional Proposal, (ii) to request other proposals, (iii) to request supplemental proposals, (iv) to request best and final offers, and (v) to reject the Proposal of any Bidder if County believes that for any reason it would not be in the best interest of the County or the Project to make an award to that Bidder. For purposes of this paragraph, an “unbalanced Proposal” is one having nominal/low prices for some work items and enhanced prices for other work items.

22.7 In evaluating Proposals, County will consider the information provided in the Bidder’s Proposal, the Bidder’s compliance with the prescribed requirements, and such other data as may be requested in this Section 00 11 19 (Request for Proposals), Bidder’s interview, or any other information provided or discovered prior to the Notice of Award.

22.8 The County may conduct any investigations the County deems necessary to assist it in its evaluation of any Proposal and to establish the Bidder’s responsibility, qualifications and financial ability (and that of its proposed subcontractors, suppliers, and other persons and organizations) to perform and furnish the Work in accordance with the Contract Documents and Bidder’s Proposal, to County’s satisfaction, and within the prescribed time. County shall have the right to communicate directly with Bidder’s surety regarding Bidder’s bonds.

22.9 County will determine at its sole discretion whether a Proposal is responsive and whether a Bidder is responsible.

22.10 The County will resolve any discrepancies between (a) the indicated sum of any column of figures and the correct sum of those figures in favor of the correct sum, and (b) written words and figures, or written words and numerals, in favor of the written words.

23. EVALUATION FACTORS.

23.1 The County will evaluate each Proposal based on two categories of “Factors,” as described below. The first group of Factors, identified in paragraph 23.2 below, will be evaluated on an “acceptable/unacceptable” basis, with a Bidder needing to achieve “acceptable” ratings for each Factor to be considered for award of Contract. Any Bidder not achieving acceptable ratings for all of the Factors identified in paragraph 23.2 below shall be deemed nonresponsive, and shall be ineligible for award of Contract. The second group of Factors, identified in paragraph 23.3 below, will be evaluated on a “points” basis. The qualifying Bidder, who is not otherwise disqualified by an “unacceptable” evaluation in the first group of Factors and who is not otherwise disqualified for non-compliance with other requirements of the Contract Documents, with the highest points will be recommended for award of the Contract.

23.2 The Factors to be evaluated on an “acceptable/unacceptable” basis are as follows:

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<tr>
<th>Letter</th>
<th>Evaluation Factor Categories</th>
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</table>
A. **Green Building Criteria/LEED-NC Silver.** Each Bidder whose Proposal demonstrates that it will achieve all Project Green Building requirements, including a LEED-NC Rating System™ Version 3.0 Silver certification (or higher) from the U.S. Green Building Council shall be deemed acceptable. Bidder shall submit its Plan to Achieve Green Building Criteria/LEED-NC Silver including, without limitation, a narrative plan and a completed copy of the “Proposed Green Building Criteria for LEED Silver Rating” scorecard (Section 00 43 94.01), as part of the Bidder’s Technical Proposal. Any Bidder whose Proposal does not include a plan to achieve LEED Silver certification or higher shall be deemed nonresponsive, and shall be ineligible for award of Contract.

B. **Skilled Labor Availability and Safety Record.** Each Bidder who certifies in Section 00 45 40 (Bidder Certifications) (i) it is a party to an agreement with a registered apprenticeship program approved by the California Apprenticeship Council, which has graduated apprentices in each of the preceding five years (provided that this graduation requirement shall not apply to programs providing apprenticeship training for any craft that has been deemed by the Department of Labor and the Department of Industrial Relations to be an apprenticeable craft in the five years prior to enactment of Public Contract Code § 20133), and provides a copy of that agreement along with a certification that it is true and correct and in full force and effect, and (ii) its experience modification rate for the most recent three-year period is an average of 1.30 or less, and its average Total Recordable Injury/Illness rate and average lost work rate for the most recent three-year period does not exceed the applicable statistical standards for its business category (or if the Bidder is a party to an alternative dispute resolution system as provided for in Labor Code § 3201.5) shall be deemed “acceptable.” All other Bidders shall be deemed nonresponsive and shall be ineligible for award of Contract.

C. **Schedule Compliance.** Bidder shall provide County with its Proposed Schedule in accordance with Section 01 32 16 (Construction Progress Schedule) showing a realistic plan to achieve the Project substantial and final completion dates in accordance with Section 00 52 53 (Agreement Form – Design/Build). Bidder’s failure to satisfy the County that it will meet the Project completion date will render Bidder nonresponsive and shall make Bidder ineligible for award of Contract.

D. **Maximum Contract Sum of $14 million.** Any Bidder whose Proposal has a proposed Contract Sum in excess of Fourteen Million Dollars ($14,000,000) shall be deemed nonresponsive, and shall be ineligible for award of Contract.

23.3 The Factors to be evaluated based on numerical points are as follows:

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<thead>
<tr>
<th>Number</th>
<th>Evaluation Factor Categories</th>
<th>Maximum Points</th>
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<tbody>
<tr>
<td>1</td>
<td>Subconsultant/Subcontractor Outreach</td>
<td>15</td>
</tr>
<tr>
<td>2</td>
<td>Bridging Documents Conformance</td>
<td>30</td>
</tr>
<tr>
<td>3</td>
<td>Design and Construction Qualifications</td>
<td>10</td>
</tr>
<tr>
<td>4</td>
<td>Cost-to-Value Price Reductions, Schedule Acceleration,</td>
<td></td>
</tr>
</tbody>
</table>
1. **Subconsultant/Subcontractor Outreach (15 points)**. Bidders whose Proposal demonstrates that the Project, if designed and constructed as proposed by the Bidder would (a) reflect a realistic likelihood of meeting or exceeding the elements of Bidder’s proposed Subconsultant/Subcontractor Procurement Plan (Section 00 62 30), (b) would likely meet or exceed all of the goals expressed in Section 00 62 38 (Enhanced Construction Outreach Program), and (c) would likely meet or exceed all of the participation requirements expressed in Section 00 62 40 (Small Local Emerging Business Program), may receive up to the Maximum Points indicated for this Category. Any Bidder whose Proposal demonstrates, as determined by the County, that the Project, if designed and constructed as proposed by the Bidder, would likely not meet all of the goals expressed in Document 00 62 38 but, nevertheless contains good faith documentation as required by Document 00 62 38, shall receive fewer points.

2. **Bridging Documents Conformance (30 points)**. Bidders shall submit a Bridging Document Conformance Proposal, containing the elements specified below, for evaluation by the County. The elements of that proposal shall be evaluated as follows:
   
   a. **Program Review** - up to 6 of total Category points.
   b. **Project Structural Systems** - up to 6 of total Category points.
   c. **M/E/P Systems** – up to 6 of total Category points.
   d. **Building Aesthetics** – up to 6 of total Category points.
   e. **Equipment Serviceability** – up to 6 of total Category points.

3. **Design and Construction Qualifications (10 points)**. Bidders shall submit a separate proposal with their team qualifications (see paragraph 23.3.3 above). The elements of that proposal shall be evaluated as follows:
   
   a. **Similar Project Experience** – up to 2 of total Category points.
   b. **Bidder Financial Strength** - up to 2 of total Category points.
   c. **Project Management Team** - up to 3 of total Category points.
   d. **Integrated Project Team Narrative** - up to 3 of total Category points.

4. **Cost-to-Value Price Reductions, Schedule Acceleration, Sustainable Design/Life Cycle, and Other Best Value Innovations (25 points)**.

   a. **Cost to Value Price Reduction** - Up to five (5) total Category points. Provided the Bidder achieves full compliance with the minimum performance standards detailed in the Bridging Documents, the County will award one (1) point for each Two Hundred Thousand Dollars ($200,000) reduction in the Bidder’s proposed Contract Sum below the stipulated maximum Fourteen Million Dollars ($14,000,000) Contract Sum, up to a total of five (5) points. The Bidder’s Contract Price reduction must be stated in the “Bidder’s Cost-to-Value Price Reduction” line on the Proposal Form (Section 00 42 53). No fractional points will be awarded; points will be awarded only for full increments of Two Hundred Thousand Dollars ($200,000). For example, a Bidder with a Contract Price Sum proposal of Thirteen Million Eight Hundred Thousand Dollars ($13,800,000) would receive one (1) point.
b. **Schedule Acceleration/Constructability Innovations** - Up to five (5) total Category points. Describe any construction methodology proposals (for example, prefabrication, systems factory pre-assembly). Specify Bidder’s guaranteed Substantial Completion date for the Project and any proposed advance of the Project’s official Substantial Completion date 00 52 53 (Agreement Form). Explain Bidder’s plan and associated cost impacts for achieving the proposed accelerated Substantial Completion date.

c. **Sustainable Design/Life Cycle Costing** – Up to ten (10) total Category points. Bidder must submit a fifteen (15) year (minimum) life cycle analysis using the Federal Energy Management Program’s (“FEMP”) Building Life Cycle Cost Program Model BLCC 5.3-10 as applicable. (See [http://www1.eere.energy.gov/femp/information/download_blcc.html](http://www1.eere.energy.gov/femp/information/download_blcc.html)). The County will award ten (10) points in this category for Bidder achieving the minimum fifteen (15) year life cycle goal. The County will award an additional two (2) points in this category for Bidder’s creative design approaches to improving upon the life-cycle costs of the Project. To receive additional points, Bidders must provide additional life cycle cost analysis of their creative design approaches using FEMP Model BLCC 5.3-10.

d. **Other Project Best Value Innovations** - Up to five (5) total Category points. Bidder shall describe in narrative or graphic form any proposed innovations or strategies that do not fit in the above categories. Each measure shall include description, cost and best-value benefits.

5. **Interview/Presentation (20 points)**. Following the County’s technical review of each Proposal, Bidders will be invited to present their Proposals to the County. During that Interview/Presentation, the County may, at its discretion, award up to twenty (20) points based on its determination that a Proposal will provide the Best Value to the County for the Design Development and construction of the Project. The Interview/Presentation will be scored on the same basis of the technical proposal.

24. **NOTICE OF INTENT TO AWARD; PROPOSAL PROTEST**. If County issues Section 00 51 00.01 (Notice of Intent to Award; Proposal Protest), County will use reasonable effort to deliver by facsimile a copy thereof to all Bidders who submitted satisfactory Proposals no later than the first Business Day after issuance, although any delay or failure to do so will not extend the Proposal protest deadline. Any Proposal protest must be received in writing at the Office of the County at the address in Article 1 (Receipt of Proposals) above, by 2:00 p.m. (with the time determined by the time-stamp procedure described in Article 1 above of the fifth (5th) Business Day following issuance of Section 00 51 00.01. Protests must conform to the following:

24.1 The initial protest document must contain a complete statement of the specific basis (or bases) for the protest.

24.2 The protest must include the name, address and telephone number of the person representing the protesting party.

24.3 The Bidder filing the protest must transmit a copy of the initial protest document and any attached documentation concurrently to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include other Bidders with satisfactory Proposals.
24.4 The procedure and time limits set forth in this paragraph 24 are mandatory and are a Bidder’s sole and exclusive remedy in the event of Proposal protest. A Bidder’s failure to comply with these procedures shall constitute a waiver of any right to further pursue its Proposal protest including the filing of a Government Code Claim or instituting separate legal proceedings. A Bidder may not rely on a protest submitted by another Bidder, but must timely pursue its own protest.

24.5 Upon receipt of a written protest the Deputy Director of GSA’s Technical Services Department (TSD) will review the protest, provide an opportunity to settle the protest by mutual agreement, and schedule a meeting to discuss or issue a written response to advise all Bidders of his decision on the protest within five (5) Business Days of receipt of the protest. Responses will inform the Bidder whether or not the recommendation to the Board is going to change.

24.6 The decision of the GSA-TSD Deputy Director on the bid protest may be appealed to the Auditor-Controller’s Office of Contract Compliance (OCC) located at 1221 Oak Street, Room 249, Oakland, California 94612, Fax: (510) 272-6502. All appeals to the Auditor-Controller’s OCC shall be in writing and submitted within five (5) Business days of notification of a decision by the GSA-TSD Deputy Director.

24.7 The decision of the Auditor-Controller’s OCC is the final step of the appeal process, and the Auditor’s Controller’s conclusions will be forwarded to the Board of Supervisor for its consideration in awarding the contract.

25. ANNOUNCEMENT OF AWARD. If any award is made, County shall publicly announce the award of the Contract by issuing Section 00 51 00 (Notice of Award), by posting the same in the Office of the County, and by mailing a copy of Section 00 51 00 to all parties who requested that the County provide such notice. The Notice of Award shall include, at a minimum, all of the following: (1) The name of the Bidder to whom the award was made; (2) a written decision supporting the Contract award which states the basis of the award; and (3) the County’s second and third ranked Bidders.

26. POST-NOTICE OF AWARD REQUIREMENTS.

26.1 After issuance of Section 00 51 00 (Notice of Award), the successful Bidder must submit the following documents to County by 5:00 p.m. of the tenth (10th) Day following Bidder’s receipt of Section 00 51 00. Execution of the Contract depends upon approval of these documents:

26.1.1 Section 00 52 53 (Agreement): To be executed by the successful Bidder. Submit three (3) copies, each bearing all required original signatures.

26.1.2 Section 00 61 13.13 (Construction Performance Bond): To be executed by successful Bidder and its surety, in the amount set forth in Section 00 61 10.

26.1.3 Section 00 61 13.16 (Construction Labor and Material Payment Bond): To be executed by successful Bidder and its surety, in the amount set forth in Document 00 61 20.

26.1.4 Section 00 65 30 (Guaranty): To be executed by successful Bidder, in the form set forth in Section 00 65 30.
26.1.5 Insurance forms, documents, certificates and endorsements required by Section 00 73 16 (Insurance).

26.1.6 Escrow Bid Documents required by Section 00 61 31 (Escrow Bid Documents).

26.1.7 Any other item specified in Section 00 51 00 (Notice of Award).

26.2 County shall have the right to confirm the Construction Performance Bond and Construction Labor and Material Payment Bond by communicating directly with the performance bond and payment bond surety proposed by successful Bidder. Bidder’s surety must be satisfactory to County. Corporate sureties on these bonds and on bonds accompanying Proposals must be duly licensed to do business in the State of California and must have an A.M. Best Company financial rating of A-7 or better.

27. FAILURE TO EXECUTE AND DELIVER DOCUMENTS. If the Bidder to whom the Contract is awarded fails to comply with the requirements of Article 26 (Post-Notice of Award Requirements) above, County may, in its sole discretion, deposit the Bidder’s surety bond, cashier’s check, or certified check for collection and retain the proceeds as liquidated damages for Bidder’s failure to enter into the Contract. By submitting a Proposal, Bidder agrees that calculating the damages County may suffer as a result of the Bidder’s failure to execute and deliver all required Contract Documents and other required documents should it be awarded the Contract would be extremely difficult and impractical and that the amount of the Bidder’s required Proposal security shall be the agreed and presumed amount of County’s damages for such a failure by Bidder.

28. PUBLIC RECORDS ACT REQUESTS.

28.1 Pursuant to the Public Records Act, County will make available to the public after issuance of the Notice of Intent to Award and completion of contract negotiations with the apparent successful Bidder, but prior to the Award of Contract: Bidder’s Proposals (to the extent opened), all correspondence and written questions submitted during the Proposal period, all Proposal submissions opened in accordance with the procedures of this Section 00 11 19 (Request for Proposals), and all subsequent Proposal evaluation information. Any submissions not opened will remain sealed and will be returned to the submitting Bidder. Except as otherwise required by law, County will not disclose trade secrets or proprietary financial information submitted that has been designated confidential by Bidder. Any such trade secrets or proprietary financial information that a Bidder believes should be exempted from disclosure must be specifically identified and marked as such by Bidder. Blanket-type identification by designating whole pages or sections shall not be permitted and shall be invalid. The specific information must be clearly identified as such.

28.2 Upon a request for records regarding a Proposal, County will notify the Bidder involved within ten (10) Days from receipt of the request of a specific time when the records will be made available for inspection. If the Bidder timely identifies any additional proprietary, trade secret, or confidential commercial or financial information that Bidder determines is not subject to public disclosure, and requests County to refuse to comply with the records request, Bidder shall take all appropriate legal action and defend County’s refusal to produce the information in all forums; otherwise, County will without restriction make such information available to the extent required by applicable law.

28.3 Information disclosed in the Proposal and attendant submissions are the property of County unless Bidder makes specific reference to data that is considered proprietary. Subject to the requirements in the Public Records Act, reasonable efforts will be made to prevent the
disclosure of information except on a need-to-know basis during the evaluation process.

29. **COSTS OF PREPARING PROPOSALS.** Bidders are solely responsible for the cost of preparing their Proposals. In accordance with Articles 3 and 22 above, an honorarium of $10,000 in the aggregate will be paid to any responsible Bidder, other than the successful Bidder to whom the Contract is awarded, that submits a Proposal determined by the County to be both balanced and responsive.

30. **DEFINITIONS.** Except as otherwise set forth herein, all abbreviations and definition of terms used in this Section are set forth in Sections 01 42 00 (References) and 01 42 16 (Definitions).

END OF DOCUMENT

1593696.3
SECTION 00 11 19.02

RDA PROJECT BUSINESS AREA

{TO BE ADDED BY ADDENDA}

(See below)
Alameda County, General Services Agency
Ashland Youth Center Project

1585594.32

Issued with Addendum #1
March 7, 2011

REQUEST FOR PROPOSALS –
Redevelopment Project Business
Area Map
SECTION 00 25 19

RULES AND PROCEDURES FOR DISCUSSIONS AND NEGOTIATIONS

PART 1 - GENERAL

1.1 SUMMARY

1.1.1 This section provides the rules and procedures by which the County will discuss and negotiate a design build contract with the Bidders whose proposals were determined by the County to be the most advantageous pursuant to the best value method.

1.1.2 Pursuant to Section 00 11 19 (Request for Proposals from Bidders), the Bidders acknowledged and agreed that by signing their proposal, County chose to reserve for itself the right to discuss and negotiate a design build contract with the responsive Bidders to determine which Bidder’s proposal would be the most advantageous to the County.

1.2.3 Upon reserving this right, County is required under California Public Contract Code section 20133(d)(2)(C) to provide the rules and procedures it shall observe to ensure that any discussions or negotiations to determine the most advantageous proposal are conducted in good faith.

1.2 RULES AND PROCEDURES

1.2.1 Preliminary Completeness Review. As part of the preliminary completeness review process the County may, in its sole discretion, discuss any apparently patently defective or non-responsive Proposal with the submitting Bidder to clarify or correct any errors by the County in reviewing the proposal, to request additional clarifying, instructive, advisory, or corrective information, and to otherwise determine whether a defect may be waived as inconsequential.

1.2.2. Technical Review. During the detailed technical review of Bidders’ proposals the County may, in its sole discretion, submit written and/or oral questions to the Bidders regarding their proposals. Bidders must answer the County’s questions in writing. The technical review question and answer process is not to be treated as an opportunity for Bidders to change or supplement their proposals; it is intended to make clear, refine or otherwise explain elements of the Bidders’ technical proposals.

1.2.3. Technical Review Presentations. Should the County elect to require Bidders to make detailed technical presentations regarding the essential elements of their Proposals, on one or more Evaluation Factor Categories, the County may, in its sole discretion, ask questions of the presenters regarding the presentation topic and/or its relationship to other elements of the Proposal.

1.2.4. Requests for Supplemental Information and Proposals. The County has reserved the right to request supplemental information and proposals from the Bidders. If the County elects, in its sole discretion, to make a request for supplemental material from any Bidder, the County will make a similar request of all Bidders, with equal time for response given to all Bidders.
1.2.5. **Best and Final Offer.** The County may, at its sole option, either accept a Bidder’s proposal by award of a contract or enter into further discussions with one or more Bidders whose proposals are deemed to be reasonably susceptible of being considered for award. After discussions are concluded or as part of on-going contract negotiations, the County may, in its sole discretion, request a “Best and Final Offer” from one or more Bidders for consideration by the County.

1.2.6. **Proposal Evaluations.** The County will evaluate responsive Bidders’ written proposals and assign each proposal a score pursuant to the scoring criteria described in the Request for Proposals (Section 00 11 19). In the event of any conflict between these Rules and the Request for Proposals, the Request for Proposals shall prevail. Special attention should be noted that the following minimum factors collectively represent at least fifty percent (50%) of the total weight of consideration given to all criteria factors in this RFP: price, technical design and construction expertise, life cycle costs over 15 years or more, skilled labor force availability, and acceptable safety record. The proposals will be ranked from lowest to highest score based on the County’s evaluation of all criteria.

1.2.7 **Evaluation Panel(s).** The County will assemble one or more Evaluation Panels to evaluate the technical components of the Proposals. Evaluation Panels will be composed of members of the Project’s construction management team, County’s designated contract negotiator(s) for the Project Agreement, specialists from the County’s Risk Management Unit, representatives from the Redevelopment Agency, and other qualified individuals whose participation the County determines is necessary or appropriate.

1.2.8. **Interview/Presentation Panel.** The County will assemble an Interview/Presentation Panel, whose members will be similar to that of the Evaluation Panel(s) and who shall score the Bidders presentations of their Proposals. Interview/Presentation Panel members will not know the initial score or rankings of the proposals assigned by the Evaluation Panel(s); if such knowledge comes to them, they shall be replaced on the panel by a person of equivalent or higher level. The Interview/Presentation Panel will meet separately with each Bidder for the presentation of their proposal. Each Bidder will be asked to give a short proposal overview. To the maximum extent practical, each Bidder will address the major concerns of the Interview/Presentation Panel, and should be prepared to answer any questions that may arise as a result of the presentation. The Bidders shall be chosen by lot to determine the order of presentations. Bidders shall present no more than six (6) representatives to the panel. Bidder’s representatives may make a visual presentation, including models; they may bring copies of their proposal.

1.2.9. **Interview/Presentation Panel Scoring.** Upon completion of each interview/presentation, each member of the Evaluation Panel shall separately and confidentially score each Bidder on all criteria. The County shall receive the panel member’s scores, and combine them with the Bidders’ scores for all Evaluation Factor Categories for a total score. The proposals shall be re-ordered, if necessary, from lowest to highest. Upon re-ordering, the Bidders with the two highest scores shall be contacted, and negotiations shall commence to determine which proposal is the most advantageous to the County. If there is a tie between the 2nd and 3rd proposals, then negotiations shall commence by and among the top three proposals and the County.

1.2.10. **Contract Negotiations.** The County will assemble a Contract Negotiation Team to engage the Bidder with the highest ranked proposal. The County may, in its sole
discretion, conduct concurrent negotiations with the Bidder having the second highest ranked proposals. The scope of negotiations will include those items contained in the Bidder’s Letter of Exceptions to Project Manual (Section 00 11 19, paragraph 21.1.2). Upon successful conclusion of negotiations, the County will issue the Notice of Intent to Award to the Bidder having the proposal that is the most advantageous to the County.

1.3. CONE OF SILENCE.

1.3.1 "Cone of Silence" means a prohibition on any communication, oral or written, regarding particular Requests for Proposals (RFP), bids, proposals, contract negotiations, or other competitive solicitation between:

1.3.1.1 Any person who seeks an award of the Ashland Youth Center Project from the County, including a Bidder or Bidder's representative, and

1.3.1.2 Any person appointed to evaluate or recommend selection in such procurement process.

1.3.2 Notwithstanding the foregoing, the Cone of Silence shall not apply to communications with, among or between the Project Manager, Bridging Architect, Construction Manager, and County Counsel and their respective staff, or with designated staff who are not serving on an Evaluation Panel or the Interview/Presentation Panel, to obtain clarification or information concerning the subject solicitation. Further, nothing herein shall prohibit County employees or representatives from communicating with each other. For purposes of this section, "Bidder’s representative" means an employee, partner, officer, or director of a potential bidder, or consultant, lobbyist, or actual or potential subcontractor or sub-consultant of a Bidder.

1.3.3 A Cone of Silence applies to this procurement as of the date of this Section 00 25 19. The Cone of Silence shall terminate at the time the County Board of Supervisors votes to award or approve a contract, to reject all bids or responses, or otherwise take action that ends the solicitation.

1.3.4 Nothing contained herein shall prohibit any prequalified Bidder or any Bidder's representative:

1.3.4.1 from making public presentations at duly noticed pre-bid conferences or before duly noticed Evaluation Panel and/or Interview/Presentation Panel meetings;

1.3.4.2 from engaging in contract negotiations with the County;

1.3.4.3 from making a public presentation to the Board of Supervisors during any duly noticed public meeting; or
1.3.4.4 from communicating in writing with any County employee or official for purposes of seeking clarification or additional information, subject to the provisions of the applicable RFP, or bid documents.

1.3.5 Nothing contained herein shall prohibit the Project Manager or other respective staff from initiating contact with a prequalified Bidder or Bidder's representative and subsequent communications related thereto for the purpose of obtaining further information regarding the RFP, bid, or competitive solicitation or as otherwise permitted by this Section. For purposes of this Section and when not otherwise precluded by the operation of this Section from doing so, the Project Manager or designee shall accept communications from prequalified Bidders or Bidder's representatives while a Cone of Silence is applicable to this competitive solicitation. Such contact shall be in writing and shall be provided to the members of the applicable evaluation, including any response thereto.

1.3.6 The County Counsel shall be informed of any person who is alleged to have violated the requirements of this Section. In each such instance, an investigation shall be performed and the results of each investigation including a determination of violation, if any, shall be compiled in a report.

1.3.6.1 If there is a determination of violation, the County reserves the right to reprimand, penalize in the form of lower ranking or points, or entirely disqualify the Bidder who committed the violation from further consideration for the pending competitive solicitation.

1.3.6.2 A copy of the report, including a determination of violation, if any, and notice of the penalty imposed as provided for in this Section, if any, shall be immediately furnished or mailed to the Bidder or person who has been investigated.

1.3.5.4 A Bidder or person who is determined to have violated this Section may appeal such determination in the same manner and using the same procedure established for a Proposal Protest in Paragraph 24 of Section 00 11 19 (Request for Proposals).

END OF SECTION
DIVISION 00 PROCUREMENT AND CONTRACTING REQUIREMENTS

SECTION 00 42 53

PROPOSAL FORM

To be submitted by the time and date indicated in Section 00 01 19 (Request for Proposals):

COUNTY OF ALAMEDA
ALAMEDA COUNTY GENERAL SERVICES AGENCY

To: HONORABLE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA

Re: PROJECT NO. 10020

DESIGN/BUILD SERVICES FOR THE ALAMEDA COUNTY ASHLAND YOUTH CENTER PROJECT

1. The undersigned Bidder proposes and agrees that, if this Proposal is accepted, Bidder will enter into an agreement with the COUNTY OF ALAMEDA, acting by and through its GENERAL SERVICES AGENCY (“County”) in the form included in the Contract Documents and Section 00 52 53 (Agreement), to perform and furnish all Work specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Proposal and in accordance with all other terms and conditions of the Contract Documents.

2. The Bidder accepts all of the terms and conditions of the Contract Documents. The Bidder accepts all of the terms and conditions of Section 00 11 19 (Request for Proposals) and all Addenda thereto, including without limitation, those dealing with the disposition of Proposal security. This Proposal will remain subject to acceptance for one hundred twenty (120) Days after the Date of Proposal below, unless a greater period is authorized by Section 00 11 19, and may not be withdrawn during that time period. The Bidder will sign and submit the Agreement, bond commitments and other documents required by Section 00 11 19 by the time and in the manner set forth therein.

3. In submitting this Proposal, the Bidder represents that:

3.1 Bidder has examined all of the Contract Documents, and

3.2 Based on that examination, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sum of money listed in the following Schedule of Proposal Prices:

4. Bidder must provide the following price breakdown information for proposal evaluation purposes. Price categories are based on the Level 2 National Institute of Standards and Technology Uniformat II Classification System and Bidder is to allocate cost based on this system. The amounts included in the following breakdown must accurately reflect the Bidders estimated costs and shall not exceed the total the price identified in Section 00 11 19, Paragraph 3. This information is for proposal evaluation purposes only and will not be used as a schedule of values. The “Proposal Price – Construction” amount listed below shall be used to establish the penal sum for the Construction Performance Bond (Section 00 61 13.13) and shall be used to...
determine the Bidder’s goals in the Enhanced Construction Outreach Program (Section 00 62 38). The “Proposal Price – Design Services” amount listed below shall be used to determine the Bidder’s Small, Local Emerging Business (SLEB) Program (Section 00 62 40) participation requirements.

All proposal items must be filled in completely. Proposal items are described in Sections 01 11 13 (Work Covered by Contract Documents) and 01 11 20 (Design Development and Deliverables). The price breakdown information included in this Section is intended for proposal evaluation. Quote in numerals only, unless words are specifically requested.

### DESIGN SERVICES

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Issued with Addendum No. 1: 00 42 53 -2 PROPOSAL FORM
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**PROPOSAL PRICE - DESIGN SERVICES**

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**PROPOSAL PRICE - CONSTRUCTION**  

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**SUBTOTAL PROPOSAL PRICE**  
(DESIGN SERVICES + CONSTRUCTION)  

**BIDDER’S COST-TO-VALUE PRICE REDUCTION**  
(-$_______)  

**TOTAL PROPOSAL PRICE**  
(NOT MORE THAN $14,000,000)  

$________

5. Estimated amount of cost saved (“Deduct”) or incurred (“Add”) by Design Builder (including those costs saved or incurred by its Subcontractors and Subconsultants) in the event the County institutes an Owner Controlled Insurance Policy (“OCIP”) in lieu of the Design Builder and its Subcontractors and subconsultants providing insurance as required by Section 00 73 16 (Insurance) in accordance with paragraph 4.2 of Section 00 72 53 (General Conditions):

$__________________  □ Deduct □ Add

6. Contractor acknowledges and agrees that final adjustment to Contract Sum, if any, with respect to the foregoing amounts, may be made as provided in Section 00 72 53 (General Conditions).

7. The undersigned understands that County reserves the right to reject this Proposal, or all proposals, in its sole discretion.

8. If written notice of the acceptance of this Proposal, referred to as the Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in paragraph 2 above or at any other time thereafter before it is withdrawn, the undersigned agrees to execute and deliver the documents required by Section 00 11 19 (Request for Proposals) including, but not limited to, Section 00 52 53 (Agreement), 00 61 13.13 (Construction Performance Bond), and 00 61 13.16 (Construction Labor and Material Payment Bond), and insurance certification all within the time and in the manner specified in Section 00 11 19.
9. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.

10. The undersigned Bidder encloses with this Proposal a certified check of or cashier’s check on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California having an A.M. Best Company financial rating of A-7 or better, in the amount of ten percent (10%) of the total of Proposal Price above, and made payable to the “County of Alameda”.

11. The undersigned Bidder agrees to commence work under the Contract Documents on the date established by Section 00 72 53 (General Conditions) and to complete all work within the time specified in Section 00 52 53 (Agreement).

12. The undersigned Bidder agrees that, in accordance with Section 00 72 53 (General Conditions), liquidated damages for failure to complete all Work under the Contract Documents within the time specified therein shall be as set forth in Section 00 52 53 (Agreement).

13. The names of all persons interested in the foregoing Proposal as principals are:

NOTE: If Bidder or other interested person (including any partner or joint venturer of any partnership or joint venture Bidder, respectively) is a corporation, give the legal name of the corporation, the state where incorporated, and the names of the president and secretary thereof; if a partnership, give the name of the firm and the names of all individual partners composing the firm; if Bidder or other interested person is an individual, give Bidder’s first and last names in full.

_____________________________________________________________________________

_____________________________________________________________________________

Bidder is a duly licensed Contractor by the State of California, and with license number: ____________________________.

[Name of Bidder]

By: ____________________________

Title: ____________________________

NOTE: If the Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If the Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership. By signing this Proposal, all signers represent and warrant that they are authorized to sign this Proposal on behalf of Bidder.

Business Address:

_____________________________________________________________________________

_____________________________________________________________________________
Telephone Number: ___________________________________________________

Fax Number: ______________________________________________________

Date of Proposal: __________________________________________________

END OF DOCUMENT
DIVISION 00 PROCUREMENT AND CONTRACTING REQUIREMENTS

SECTION 00 42 53

PROPOSAL FORM

To be submitted by the time and date indicated in Section 00 01 19 (Request for Proposals):

COUNTY OF ALAMEDA
ALAMEDA COUNTY GENERAL SERVICES AGENCY

To: HONORABLE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA

Re: PROJECT NO. 10020

DESIGN/BUILD SERVICES FOR THE ALAMEDA COUNTY ASHLAND YOUTH CENTER PROJECT

1. The undersigned Bidder proposes and agrees that, if this Proposal is accepted, Bidder will enter into an agreement with the COUNTY OF ALAMEDA, acting by and through its GENERAL SERVICES AGENCY (“County”) in the form included in the Contract Documents and Section 00 52 53 (Agreement), to perform and furnish all Work specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Proposal and in accordance with all other terms and conditions of the Contract Documents.

2. The Bidder accepts all of the terms and conditions of the Contract Documents. The Bidder accepts all of the terms and conditions of Section 00 11 19 (Request for Proposals) and all Addenda thereto, including without limitation, those dealing with the disposition of Proposal security. This Proposal will remain subject to acceptance for one hundred twenty (120) Days after the Date of Proposal below, unless a greater period is authorized by Section 00 11 19, and may not be withdrawn during that period. The Bidder will sign and submit the Agreement, bond commitments and other documents required by Section 00 11 19 by the time and in the manner set forth therein.

3. In submitting this Proposal, the Bidder represents that:

3.1 Bidder has examined all of the Contract Documents, and

3.2 Based on that examination, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sum of money listed in the following Schedule of Proposal Prices:

4. Bidder must provide the following price breakdown information for proposal evaluation purposes. Price categories are based on the Level 2 National Institute of Standards and Technology Uniformat II Classification System and Bidder is to allocate cost based on this system. The amounts included in the following breakdown must accurately reflect the Bidders estimated costs and shall not exceed the total the price identified in Section 00 11 19, Paragraph

3. This information is for proposal evaluation purposes only and will not be used as a schedule of values. The “Proposal Price – Construction” amount listed below shall be used to establish the
penal sum for the Construction Performance Bond (Section 00 61 13.13) and shall be used to determine the Bidder’s goals in the Enhanced Construction Outreach Program (Section 00 62 38). The “Proposal Price – Design Services” amount listed below shall be used to determine the Bidder’s Small, Local Emerging Business (SLEB) Program (Section 00 62 40) participation requirements.

All proposal items must be filled in completely. Proposal items are described in Sections 01 11 13 (Work Covered by Contract Documents) and 01 11 20 (Design Development and Deliverables). The price breakdown information included in this Section is intended for proposal evaluation. Quote in numerals only, unless words are specifically requested.

**DESIGN SERVICES**

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**Issued with Addendum No. 1:**

RFP:
March 7, 2011
DRAFT: 2-7-2011

**PROPOSAL FORM**

00 42 53 -2
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**PROPOSAL PRICE - DESIGN SERVICES**

$ ________

**CONSTRUCTION**

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### Alameda County, General Services Agency
### Ashland Youth Center Project

**Project No. 10020**

Issued with Addendum No. 1:

RFP: 00 42 53 -5

March 7, 2011

**DRAFT: 2-7-2011**

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**ITEM** | **DESCRIPTION** | **SUBTOTAL (Figures)** | **TOTAL**
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w1. Field General Conditions | $_______

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w3. Home Office Overhead | $_______

w4. Bonds / Insurance | $_______

w5. Fee | $_______

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**PROPOSAL PRICE - CONSTRUCTION** $_______

**SUBTOTAL PROPOSAL PRICE** (DESIGN SERVICES + CONSTRUCTION) $14,000,000

**BIDDER’S COST-TO-VALUE PRICE REDUCTION** (-$_______)

**TOTAL PROPOSAL PRICE** (NOT MORE THAN $14,000,000) $_______

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5. Estimated amount of cost saved (“Deduct”) or incurred (“Add”) by Design Builder (including those costs saved or incurred by its Subcontractors and Subconsultants) in the event the County institutes an Owner Controlled Insurance Policy (“OCIP”) in lieu of the Contractor Controlled Insurance Policy (“CCIP”) as required by Section 00 73 16 (Insurance) in accordance with paragraph 4.2 of Section 00 72 53 (General Conditions):

$______________  □ Deduct  □ Add

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6. Contractor acknowledges and agrees that final adjustment to Contract Sum, if any, with respect to the foregoing amounts, may be made as provided in Section 00 72 53 (General Conditions).

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7. The undersigned understands that County reserves the right to reject this Proposal, or all proposals, in its sole discretion.

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NOTE: If Bidder or other interested person (including any partner or joint venture of any partnership or joint venture Bidder, respectively) is a corporation, give the legal name of the corporation, the state where incorporated, and the names of the president and secretary thereof; if a partnership, give the name of the firm and the names of all individual partners composing the firm; if Bidder or other interested person is an individual, give Bidder’s first and last names in full.

Bidder is a duly licensed Contractor by the State of California, and with license number: __________________________.

[Name of Bidder]
By: __________________________
Title: __________________________

NOTE: If the Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If the Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership. By signing this Proposal, all signers represent and warrant that they are authorized to sign this Proposal on behalf of Bidder.

Business Address:
_________________________________________________________
_________________________________________________________
_________________________________________________________
Telephone Number: ___________________________________________________
Fax Number: ______________________________________________________
Date of Proposal: ___________________________________________________

END OF DOCUMENT
SECTION 00 45 40

BIDDER CERTIFICATIONS

TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH PROPOSAL

The undersigned Bidder certifies to the COUNTY OF ALAMEDA, acting by and through its GENERAL SERVICES AGENCY (“County”), as is set forth in paragraphs 1 through 14 below all under the penalty of perjury that:

1. CERTIFICATE OF NON-DISCRIMINATION.

There will be no discrimination in employment with regard to race, color, religion, gender, sexual orientation, or national origin; that all federal, state, and local laws, regulations, directives, and executive orders regarding non-discrimination in employment will be complied with; and that the principle of equal opportunity in employment will be demonstrated positively and aggressively.

2. STATEMENT OF CONVICTIONS.

No final, unappealable finding of contempt of court by a Federal Court has been issued against Bidder within the past two years because of failure to comply with an order of a Federal Court or to comply with an order of the National Labor Relations Board.

3. PREVIOUS DISQUALIFICATIONS.

Neither the below indicated Bidder or any of its officers or employees with a proprietary interest in such Bidder has ever been disqualified, removed or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or a safety regulation except as indicated on the separate sheet attached hereto entitled “Previous Disqualifications.” If such exceptions are attached, please explain the circumstances.

4. CERTIFICATION OF WORKER’S COMPENSATION INSURANCE.

I am aware of the provisions of Labor Code § 3700 which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

5. CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS.

I am aware of the provisions of Labor Code § 1773, which requires the payment of prevailing wage on public projects. Also, that the Design Builder and all of its Subcontractors shall comply with Labor Code § 1776, regarding wage records, and with Labor Code § 1777.5, regarding the employment and training of apprentices. It is the Design Builder’s responsibility to ensure compliance by any and all subcontractors performing work under this Contract.

6. CERTIFICATION OF APPRENTICESHIP PROGRAM PARTICIPATION.

Bidder is a party to an agreement with a registered apprenticeship program approved by the California Apprenticeship Council which has graduated apprentices in each of the preceding five years (provided that this graduation requirement shall not apply to programs providing apprenticeship training...
for any craft that has been deemed by the Department of Labor and the Department of Industrial Relations to be an apprenticeable craft in the five years prior to enactment of Public Contract Code § 20133), and that attached hereto is a copy of that agreement, which is true and correct and in full force and effect.

7. **CERTIFICATION OF ACCEPTABLE SAFETY RECORD.**

   Bidder’s experience modification rate for the most recent three-year period is an average of 1.00 or less, and its average Total Recordable Injury/Illness rate and average lost work rate for the most recent three-year period does not exceed the applicable statistical standards for its business category or if the Bidder is a party to an alternative dispute resolution system as provided for in Labor Code § 3201.5.

8. **CERTIFICATION REGARDING SELECTION PROCESS.**

   [Please check and/or complete one of the following]

   _______ Bidder has no objections or protests to any Design Builder selection procedure, process or requirement, or any other any aspect of the Design Builder selection process, and does not object to any aspect of the Design Builder selection process.

   _______ Attached as an appendix to its Proposal consisting of _______ pages, is a detailed description of all of Bidder’s objections or protests regarding any aspect of the Bidder selection process. **Bidder must attach an appendix to its Proposal if this item is checked and comply with paragraph 2422 of Section 00 11 19 (Request for Proposals).**

9. **CERTIFICATION REGARDING MATERIAL CHANGES.**

   [Please check and/or complete one of the following]

   _______ All information Bidder submitted to County in connection with the Pre-Qualification process, including without limitation its Pre-Qualification Questionnaire, and any modifications, amendments or supplements thereto remains true and correct in all material respects as of the date of submitting its Proposal. All financial information Bidder submitted to County in connection with the Pre-Qualification process remains an accurate representation of the financial strength of Bidder and its core Subcontractors and subconsultants.

   _______ Except as identified in Bidder’s Material Changes List submitted with Bidder’s Proposal, submitted as provided in Section 00 11 19 (Request for Proposals), all information Bidder submitted to County in connection with the Pre-Qualification process, including without limitation its Pre-Qualification Questionnaire, and any modifications, amendments or supplements thereto remains true and correct in all material respects as of the date of submitting its Proposal. Except as identified in Bidder’s Material Changes List submitted with Bidder’s Proposal, submitted as provided in Section 00 11 19 (Request for Proposals), all financial information Bidder submitted to County in connection with the Pre-Qualification process remains an accurate representation of the financial strength of Bidder and its core Subcontractors and subconsultants.

10. **CERTIFICATION REGARDING USE AND OWNERSHIP OF INFORMATION.**

    All rights to information developed, disclosed or provided in the undersigned’s Proposal and the attendant submissions are the property of County, unless Bidder makes specific reference to data that is considered proprietary. To the extent the undersigned Bidder claims any copyright, patent or other property right in any portion of its Proposal, submission of a Proposal constitutes Bidder’s express (a)
grant and assignment of a perpetual, transferable (in whole or in part), non-exclusive, royalty-free license to County for all such portions, and (b) agreement that County may use any such intellectual property without charge for any lawful purpose in connection with its Ashland Youth Center Project or other County project, including without limitation to the creation of derivative works and issuance of sublicenses.

11. **CERTIFICATION REGARDING GOVERNMENT CODE SECTION 4420.**

Bidder does not have serious or willful violations of Part 1 (commencing with § 6300) of Division 5 of the Labor Code, during the past five-year period or Bidder is taking appropriate corrective action to prevent further violations of Part 1 of Division 5 of the Labor Code; Bidder’s workers’ compensation experience modification factor is below 1.25 or Bidder’s experience modification rate is 1.25 to 1.75 and Bidder is taking all appropriate action to reduce employee workplace injuries, illnesses and workers’ compensation losses; and Bidder has an injury prevention program in place pursuant to Labor Code § 3201.5 or § 6401.7.

12. **CERTIFICATION REGARDING HAZARDOUS MATERIALS**

12.1 Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for County.

12.2 Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

12.3 Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

12.4 Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the County’s determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

12.5 All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing “New Hazardous Material” will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the County.

13. **FALSE CLAIMS ACT CERTIFICATION**

Contractor certifies under penalty of perjury under the laws of the State of California that any and all applications for payment will represent the true and correct statement of the work performed and the materials and supplies purchased. Contractor understands that it is a violation of the False Claims Act (Government Code § 12650, et. seq.) to knowingly present or cause to be presented a false claim for payment or approval.
14. **REDEVELOPMENT AGENCY PROJECT BUSINESS PREFERENCE AREA**

Contractor understands that the Ashland Youth Center Project is funded primarily by a Public Improvement Agreement between the County and the Redevelopment Agency of the County of Alameda (RDA), dated March 30, 2010, and that the Public Improvement Agreement requires all contracts for public improvements undertaken or paid for with RDA funds to be procured and entered into with reference to the provisions of California Health and Safety Code Section 33422.1. Contractor is aware of the requirement in Section 33422.1 of the Health and Safety Code that, to the greatest extent feasible, contracts for work to be performed in connection with a redevelopment project shall be awarded to business concerns that are located in, or owned in substantial part by persons residing in the RDA Project Area. Contractor certifies that it is familiar with the RDA Project Area, and will, to the greatest extent feasible, contract for work to be performed on the Project in the manner required by the Code.

15. **DEFINITIONS**

All capitalized terms not otherwise defined in these Bidder Certifications shall have the meanings provided in Section 00 11 19 (Request for Proposals) or Sections 01 42 00 (References), 01 42 13 (Abbreviations), and 01 42 16 (Definitions).

Bidder: __________________________________________

[Name of Bidder]

By: ___________________________________________

[Signature]

Name: _________________________________________

[Printed Name]

Its: ___________________________________________

[Title]

Dated: _________________________________________

END OF DOCUMENT
SECTION 00 62 20

CONTRACTOR BONDING ASSISTANCE PROGRAM (CBAP) - DESIGN-BUILD

GENERAL

1. PURPOSE.
   1.1 Program Description. The Contractor Bonding Assistance Program (CBAP) is designed to help small local contractors obtain Bid, Payment and Performance Bonds and/or increase their bonding capacity for work on Alameda County contracts. The CBAP is sponsored by the County’s Risk Management Unit in the County Administrator’s Office (“CAO”) and is administered by a County Consultant (Merriwether & Williams Insurance Services).
   
   1.2. CBAP Resources. CBAP assembles a team of professionals to assist small local contractors in preparing for the bonding process and to help them grow their businesses. CBAP guides the contractor through the bonding process with one-on-one consultations and contractor-focused group workshops and seminars. CBAP will also work with contractors to help them improve their existing relationships with surety providers. Guarantees up to forty percent (40%) of the bond amount or $750,000, whichever is less, will be available to qualified contractors.

   Contractors participating in CBAP ("CBAP contractor") may receive a bond guarantee. Bond guarantee recipients will be required to enroll in third party funds administration ("TPFA") and enter into a TPFA agreement. TPFA is a surety’s risk mitigation tool to assure proper payment disbursement to avoid bond default. TPFA requires the “CBAP contractor” and the contractor who pays the “CBAP contractor” to execute a disbursement agreement. A CBAP contractor’s surety company may require TPFA even when there is no County bond guarantee. When TPFA is required, the CBAP contractor and the contractor who pays the CBAP contractor must comply with the TPFA agreement requirements. This agreement is pre-approved by CBAP surety partners and not subject to revisions. The agreement is available for review upon request.

   The Directive of Draw-Sub must be executed when the CBAP contractor is a sub of any level and the payor is not the County.

   CBAP contractor and their contractor will be required to provide periodic contract status reports.

2. CBAP PROCESS

2.1 Once eligibility has been established, the program participant receives a description of the bonding process and a one-on-one confidential assessment of their company’s financial strengths and needs with regard to obtaining bonding for an Alameda County contract. Technical assistance and strategies are then provided to address the contractors’ specific needs. Program staff will assist program participants in preparing documentation for bonding applications and make necessary referrals to program partners. There is no charge for enrolling in the program or for CBAP-sponsored workshops and seminars. Contractors are responsible for payment of bond premiums.
3. **CPAB ELIGIBILITY**

3.1. Contractors that are both located in Alameda County and eligible to participate in one of the following programs:

- Alameda County Small Local Emerging Business (SLEB)
- State Small Business Enterprise (SBE)
- US Department of Transportation Disadvantaged Business Enterprise (DBE)

3.2. For information about the SLEB program contact the Auditor Controller Agency - Office of Contract Compliance at (510) 891-5500 or visit their [website](#). For information about the SBE program contact the General Service Agency – Office of Acquisition Policy at (510) 208–9617. For information about the DBE program contact the Public Works Agency at (510) 670-5243.

4. **PARTICIPATION.**

4.1. For more information about the Alameda County Contractor Bonding Assistance Program (CBAP) please complete the attached CBAP Enrollment Form and contact:

Sharron Drake, Program Manager  
Phone: 510-740-6922  
Fax: 510-740-6921  
Email: sdrake@imwis.com

4.2 Enrollment Form (see below)
ATTACHMENT TO SECTION 00 62 20

COUNTY OF ALAMEDA
CONTRACTOR BONDING ASSISTANCE PROGRAM
CONTRACTOR ENROLLMENT FORM

1. Participant's Name & Address:

Date: ________________

(Company Name)_____________________________________________________

(Address)________________________________________________________________

(City) (State) (Zip Code)_______________________________________________

Name of owner:______________________ Name of manager:_________________

Phone Number: (____)________________ Fax Number: (____)________________

E-mail of designated contact person:______________________________________

Website:________________________________________________________________

Company Information:

a. Trade Specialty:______________________
b. License Number/Class:______________________
c. Type of Entity: Corporation_____ Partnership______ Sole Proprietor_______
d. Date Business Established:_______
e. Annual Business Volume: $__________________

(Circle all that apply):

In the last three (3) years, I have bid on County jobs as a: Prime - Sub - Both - Neither

In the last three (3) years, I have been awarded County jobs as a: Prime - Sub - Both - Neither

1. Business Relationships

a. Current surety: _____________________________
b. Current surety agent: ___________________

c. Current bond line: $__________________

d. Current bank: _________________________

e. Current credit line: $__________________

f. Current CPA: _________________________

2. Certification and Business Profile (Check all that apply):

a. County of Alameda – LOCAL ___

b. County of Alameda – SLEB ___

c. State Small Business Enterprise – SBE ___

d. Disadvantaged Business Enterprise – DBE ___

3. Regarding the Contractor Bonding Assistance Program (Check all that apply):

I am interested in using the Program to assist with:

a. Bonding ___ ($_____________)

b. Bidding/job estimating ___

c. Accounting ___

d. Business Management ___

e. Other desired areas (specify)_________________________________________

Signature / Date _____________________________

__________________________________________
PRINT NAME AND TITLE

Contractor Enrollment Form.alameda
SBP-Jan.2011
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END OF DOCUMENT
SECTION 00 73 16

INSURANCE

1. At or before the date specified in Section 00 11 19 (Request for Proposals), Bidder shall furnish to County satisfactory proof that Bidder has in full force and effect the following classes of insurance in the form and with limits and deductibles specified below:

1.1 Commercial General Liability insurance covering liability for personal injury, advertising injury, bodily injury and property damage and in a form providing coverage not less than that of a standard Commercial General Liability Insurance coverage form (equivalent to Insurance Services Office (“ISO”) Occurrence Form 1996) providing coverage for: (a) premises and operations, (b) independent contractors, (c) products and completed operations which shall remain in force for at least ten (10) years after Final Completion and acceptance of the final payment for the Work, (d) blanket contractual liability, (e) personal and advertising injury, and (f) explosion, collapse, and underground hazards. Such insurance shall have limits of not less than one million dollars ($1,000,000) each occurrence, one million dollars ($1,000,000) Personal and Advertising Injury, two million dollars ($2,000,000) Annual General Aggregate and two million dollars ($2,000,000) Products and Completed Operations Aggregate and any applicable deductible must be declared to and approved by the County Risk Management Unit.

1.2 Commercial Automobile Liability Insurance covering all owned, non-owned, and hired vehicles. Such insurance shall provide coverage not less than the standard Commercial Automobile Liability ISO Form CA 00031293 with a combined single limit of not less than one million dollars ($1,000,000) each accident for Bodily Injury and Property Damage.

1.3 Builder’s Risk Insurance will be provided by the County. The Builder’s Risk Insurance policy provided by the County shall include the following provision: “Design Builder and its Subcontractors of any tier, including Design Builder’s Architect and Engineers, are additional insureds on the Builder’s Risk Insurance policy.” The limits will be no less than the full replacement value of the Work and will cover the Work and all materials and equipment to be incorporated therein, including property in transit or elsewhere, and insuring the interests of the County, the Contractors, subcontractors and material and suppliers. Such insurance shall have a deductible of fifty thousand dollars ($50,000). The Design Builder shall be responsible for the first fifty thousand dollars ($50,000) of loss (i.e., the deductible) of loss per occurrence. Coverage will include all risks of direct physical loss or damage to the insured property, with options for: delay in completion coverage (at a maximum of fifty million dollars ($50,000,000)), land movement (including earthquake), and water damage (including flood). The County intends to purchase earthquake insurance for the total construction value, if commercially feasible. If coverage is obtained, one hundred percent (100%) of earthquake events will be covered. County will not hold the Design Builder liable under Public Contract Code § 7105 for damage due to earthquake or tidal wave, beyond the fifty thousand dollar ($50,000) deductible. The overall project limit is under fifty million dollars ($50,000,000) and may be subject to underwriter review. Major
exclusions will include, but will not be limited to, wood frame construction projects, damage to existing property, Flood Zones A & V, reusable forms, contractor’s tools and equipment, asbestos, dioxins, PCB’s, mold, fungus, and testing of any used or rebuilt equipment not under manufacturer’s warranty. The Design Builder shall obtain insurance for these exclusions as deemed necessary.

1.4 Workers’ Compensation Insurance for all persons whom the Design Builder may employ in carrying out Work contemplated under the Contract Documents, in accordance with the laws of the State of California and including Employer’s Liability insurance in the amount of one million dollars ($1,000,00) each accident, one million dollars ($1,000,000) bodily injury each employee by disease. This insurance is primary for all covered employees injuries at the Project Site.

1.5 Umbrella/Excess Liability insurance over the Employer’s Liability and Commercial General Liability insurance on a following form basis, extending coverage for ten (10) years after Final Completion and acceptance of the final payment for the Work. The total umbrella/excess liability limits shall be not less than four million dollars ($4,000,000) combined single limit each occurrence and four million dollars ($4,000,000) annual aggregate. Deductible must be declared to and approved by the County Risk Management Unit.

1.6 Contractors Pollution Legal Liability Insurance with limits of at least one million dollars ($1,000,000) each occurrence (i.e., each pollution incident) and two million dollars ($2,000,000) annual aggregate, extending to cover remediation costs and third party bodily injury and property damage resulting from pollution conditions, including mold, fungus and lead based paint, and such insurance must remain in force until one year after Final Completion and acceptance of the final payment of the Work. Such insurance shall not limit claims by County against Design Builder or any Subcontractor insured thereunder. Deductible must be declared to and approved by the County Risk Management Unit.

1.7 Commercial General Liability insurance applicable to operations of the Design Builder occurring off the Project Site, covering liability for personal injury, advertising injury, bodily injury, and property damage, in a form providing coverage not less than that of a standard Commercial General Liability Insurance coverage form (equivalent to Insurance Services Office (“ISO”) Occurrence Form 1996) and providing coverage for: (a) premises and operations (b) independent contractors, (c) products and completed operations, and (d) blanket contractual liability. Such insurance shall have limits of not less than one million dollars ($1,000,000) each occurrence, one million dollars ($1,000,000) Personal and Advertising Injury, two million dollars ($2,000,000) Annual General Aggregate and two million dollars ($2,000,000) Products and Completed Operations Aggregate and shall remain in full force and effect until Final Completion and acceptance of final payment for the Work.

2. All policies of insurance placed by the Design Builder or any of its Subcontractors shall be placed with insurers acceptable to County. Such insurance policies shall be placed with A.M. Best-rated A-X (or higher) insurance companies. The insurance required by paragraphs 1.1 and 1.5, above
shall be non-cancelable except for non-payment of premium and shall provide thirty (30) Days written notice to County of cancellation, non-renewal or reduction of coverage. Required minimum amounts of insurance may be increased should conditions of Work, in opinion of County, warrant such increase. Design Builder shall increase required insurance amounts upon direction by County.

2.1 County may consider policies placed by Design Builder with higher deductibles or self-insured retentions than stated herein as meeting these requirements, subject to review by County to determine that the self-insured retention or deductible is adequately funded. Design Builder may seek such a determination by submitting, either the most recent actuarial report for the Design Builder’s self-insurance plan or, if funded via a captive insurance company (“Captive”), the most recent financial statement for such Captive, a copy of the document creating or organizing the Captive, a written narrative summarizing how the Captive works and describing in detail any loss reserve fund associated with the Captive, and any reinsurance or other agreement for the Captive as well as any letter of credit or other agreement securing such reinsurance agreement. The request must be submitted to the County at the Office of the County at the request of the County or within fifteen (15) days of County’s issuance of the Notice of Intent to Award (Section 00 51 00) and may be marked as confidential or proprietary as appropriate.

3. Required Endorsements: The policies required above shall contain the following provisions:

3.1 Insurance policies required under paragraphs 1.1, 1.2, 1.5, and 1.6 shall provide a blanket additional endorsement to include the County of Alameda, its General Services Agency, the Alameda County Board of Supervisors, and their employees, representatives, consultants, and agents as additional insureds and each policy shall also provide for the naming of additional insureds throughout the duration of the Project.

3.2 Such policies required under paragraphs 1.1, 1.2, 1.5, and 1.6 shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurance.

3.3 Each such insurance policy required under paragraphs 1.1, 1.2, 1.4, 1.5, and 1.6 shall be primary and no other insurance or self-insured retention carried or held by County shall be called upon to contribute to a loss covered by insurance for the named insured.

3.4 Each such policy required under paragraphs 1.2 and 1.4 shall provide that each insurance underwriter waives all of its rights of recovery by subrogation, or otherwise, against the County and all additional insureds described in paragraph 3.1.

4. Prior to the commencement of any Work, Design Builder shall deliver to County Certificates of Insurance for all required coverages on a standard ACORD Form 25-S, or other form as required by County, along with all required endorsements which shall have clearly typed thereon the County Contract Number and title of the Project. Written notice of cancellation, non-renewal, or reduction in coverage of any policy shall be mailed to the County (Attention: Contract Administration/Inspection) at the address for notice listed in Article 2 of Section 00 52 5 6 (Agreement), thirty (30) Days in advance of the effective date of the cancellation, non-renewal, or
reduction in coverage. Design Builder shall maintain insurance in full force and effect during entire period of performance of Contract Documents, during warranty and guarantee periods, and for such additional periods as required more specifically herein, specifically including the requirements of paragraphs 1.1, 1.5 and 1.6. At the time of making application for an extension of time, and during all periods exceeding the Contract Time resulting from any cause, Design Builder shall submit evidence that insurance policies will be in effect during requested additional period of time. Upon County’s request, Design Builder shall submit to County, within thirty (30) Days, copies of the actual insurance policies or renewals or replacements. Upon County’s request, Design Builder shall submit, within thirty (30) Days, copies of all documentation that the County deems necessary to determine the ongoing funding adequacy of any self-insured retention or deductible higher than stated herein or higher than declared to the County. Such documentation may include the most recent actuarial report for the Design Builder’s self-insurance plan or, if funded via a Captive, the most recent financial statement for such Captive, a copy of the document creating or organizing the Captive, a written narrative summarizing how the Captive works and describing in detail any loss reserve fund associated with the Captive, and any reinsurance or other agreement for the Captive as well as any letter of credit or other agreement securing such reinsurance agreement.

5. Design Builder shall pay all insurance premiums, including any charges for required waivers of subrogation or the cost to add additional insureds. If Design Builder fails to maintain insurance, County may take out comparable insurance, and deduct and retain amount of premium from any sums due Design Builder under Contract Documents.

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

7. Nothing in this Section 00 73 16 shall be construed as limiting in any way the extent to which Design Builder or any Subcontractor may be held responsible for payment of damages resulting from their operations.

8. If any Subcontractor is not an insured under the insurance policies of Design Builder described in paragraphs 1.1 and 1.5, above, or if any Professional is not an insured under the insurance policies of Design Builder described in paragraph 9.1, below, then each such Subcontractor and Professional must obtain and maintain a minimum of one million dollars ($1,000,000) of Commercial General Liability insurance and forty-five million dollars ($45,000,000) of Umbrella/Excess Liability insurance. At the sole discretion of County, such limits for Subcontractor or Professional coverage may be reduced based on the size and scope of the subcontract. If any Subcontractor or Professional is not an insured under the insurance policy described in paragraph 1.6, each such Subcontractor or Professional whose work involves: the removal of asbestos, lead, or other toxic substance; the removal or replacement of underground
Alameda County, General Services Agency  
Ashland Youth Center Project  

Project No. 10020  

March 7, 2011

00 73 16 - 5

INSURANCE

9. The following provisions apply to any licensed professional engaged by Design Builder to perform portions of the Work (“Professional”).

9.1 Each Professional shall maintain the following insurance at its sole cost and expense:

9.1.1 Provided such insurance is customarily required by County when professionals engaged in the profession practiced by Professional directly contract with County, Professional Liability Insurance, insuring against professional errors and omissions arising from Professional’s work on the Project, in an amount not less than two million dollars ($2,000,000) per claim and annual aggregate. Professional shall provide insurance covering claims made as a result of performance of Work on this Project and shall maintain such insurance in effect for not less than five (5) years following Final Completion of the Project. Any deductible or self-insured retention on such insurance shall be in an amount acceptable to the County.

9.1.2 Each Professional not covered by the insurance carried by Design Builder as described in paragraphs 1.1, and 1.5, shall satisfy the provisions of Article 8 with respect to Commercial General Liability limits and shall otherwise meet the requirements in paragraphs 1.2, 1.4 and 1.7. Each Professional shall satisfy all other provisions of Articles 2, 3, 4, 5 and 6 above relating to that insurance, including without limitation providing required insurance certificates (containing the required endorsements) before commencing its Work on the Project.

10. Design Builder, any Subcontractor and any Professional whose work involves the removal of asbestos, lead, or other toxic substance; removal or replacement of underground tanks; shall obtain and maintain Contractors Pollution Legal Liability insurance including coverage for loss or damage arising out of professional liability, with a limit not less than one million dollars ($1,000,000) per pollution incident and annual aggregate in a form and from an insuring entity acceptable to the County.

END OF DOCUMENT
SECTION 01 11 20

DESIGN DEVELOPMENT AND DELIVERABLES

1. SUMMARY OF DESIGN AND TECHNICAL REQUIREMENTS

1.1 The Bridging Documents set forth the County’s minimum design and construction requirements for the Project that the Design Builder shall meet in preparing designs and construction of the Project. Design Builder shall progress and develop the Bridging Architect’s advanced Schematic Design through Design Development drawings to meet these requirements and submit deliverables as described in these requirements. The requirements of this Section supplement but do not supersede the requirements of the Bridging Documents.

1.2 As required in this specification, Design Builder shall submit designs and deliverables meeting the requirements of the Contract Documents at fifty percent (50%), ninety (90%), and one hundred percent (100%) Design Development, and fifty percent (50%), and ninety percent (90%), and one hundred percent (100%) Construction Document completion. Design Builder may elect to create incremental packages of major building components or activities it deems advantageous towards scheduling or permitting efficiencies. Design Builder, in its capacity as the Project Contractor, will be responsible for meeting County one hundred percent (100%) Construction Documents submittal for review and approvals.

1.3 In the event of a conflict between the Bridging Documents and any other provision in the Contract Documents, the more stringent requirement or the one that provides the County with the greater scope of work shall control. Unless specifically and expressly limited, Design Builder’s scope of work shall include all engineering, procurement and construction necessary to complete the Project.

2. SUMMARY OF WORK

2.1 Unless specifically excluded from this Contract, Design Builder shall provide to County all professional architectural and engineering services necessary to perform Design Builder’s obligations under the Contract Documents and to complete the Project including, but not limited to, the requirements of the Bridging Documents, as modified, if at all, pursuant to paragraph 1.1 of Section 00 52 53 (Agreement), (the “Work”).

2.2 Design Builder shall perform the Services using the persons and subconsultants listed in Design Builder’s Pre-Qualification Questionnaire and Proposal and may substitute personnel or subconsultants only upon the County’s written consent, which is in County’s discretion but will not be unreasonably withheld. Design Builder represents that it and its subconsultants possess all necessary training, qualifications, licenses and permits to perform the Services, and that their 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 subconsultants (architectural and engineering) shall owe a duty of care to the County in performing their architectural and engineering portions of the Services.
2.3 Design Builder and its subconsultants shall make an independent assessment of the accuracy of the information provided by the County 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. Design Builder shall rely on the results of its own independent investigations and not on information provided by County. Design Builder shall conduct such further investigations of existing conditions as are necessary for Design Builder to perform the Services and shall advise County of any further design or other services necessary to complete the Project.

2.4 Design Builder’s 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 and specifications in the Construction Documents, structural and electrical design calculations, site data, cost estimates and any other deliverable required by State or Federal law shall comply with State and Federal standards. Design Builder shall comply with any other requirements of public or private authorities with jurisdiction over the Project, the Construction Documents, or tie-ins to the Project. Design Builder shall comply with the applicable standard of care of a specialist when preparing Construction Documents to comply with applicable building codes, ordinances, statutes, laws, standards, governmental regulations and private restrictions, including necessary tie-ins, applicable to the 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 State and local Fire Marshals or other authorities having jurisdiction over the Project.

2.5 County at all times shall have the right (but not the duty) to review Design Builder’s design work, whether performed by Design Builder or a subconsultant of any tier, and whether in a final or preliminary form, to determine progress and conformance to the requirements of the Contract Documents. In the event the County should ever dispute the conformance of any design development work (at any stage) with the intent of the Contract Documents, then the County’s determination shall control and the Design Builder and/or its subconsultants shall perform the disputed design development services and/or work to completion in accord with the County’s determination. The Design Builder shall, however, retain its rights under the procedure of Article 12 (Claims by Design Builder) of Section 00 72 53 (General Conditions) for claims and disputes, and Design Builder may under that procedure and in its name advance any claim of a subconsultant of any tier.

3. COORDINATION OF ARCHITECTURAL AND ENGINEERING SUBCONSULTANTS OR OTHER CONTRACTORS

3.1 Design Builder shall fully coordinate all architectural and engineering disciplines and subconsultants involved in completing the Work, including but not limited to, all subconsultants employed by subcontractors or suppliers. Design Builder’s subconsultants of all tiers shall fully coordinate with Design Builder and all architectural and engineering disciplines and subconsultants involved in completing the Work.
3.2 Design Builder shall require its subconsultants to agree in their subcontracts to coordinate with Design Builder and other subconsultants. See Section 01 31 19 (Project Meetings) for minimum meeting requirements.

4. PROJECT MASTER SCHEDULE

4.1 Design Builder shall complete or cause to be completed all services required under this Agreement in accordance with the Contract Time as defined in Article 3 of Section 00 52 53 (Agreement) as well as all approved project schedules and updates thereto.

4.2 Design Builder shall provide County 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 the County for the performance of its services. The Project Master Schedule will include activities for completing the project design documents (through release for construction), significant construction milestones, construction submittals and long lead item procurement, and decision dates from County affecting schedule. For more detailed information refer to Section 01 32 16 (Construction Project Schedule).

4.3 The Project Master Schedule shall be updated monthly, and shall be in a fully operational computer software format compatible with County’s existing computer software format.

4.4 Design Builder shall adjust and cause its retained subconsultants 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.

4.5 Design Builder has no restraints on when it may bid or assign work to Subcontractors.

5. Deliverables Required Under This Agreement – General

5.1 All deliverables required under this Agreement shall be submitted in full compliance with the Contract Documents, shall be submitted in at least triplicate (or such greater number as the County may reasonably request) and, when contained on electronic media, shall be submitted in printed form as well as on electronic media when requested by the County. In the event of a conflict between the electronic version and hard copy versions of Design Builder’s documents, the hard copy shall govern.

5.2 Deficiencies in deliverables and modifications to conform to program requirements and modifications to achieve acceptability of deliverables to County, shall be promptly performed as part of the Contract Price.

6. PROPOSAL & RECONCILIATION PHASE

6.1 Proposal Phase Documents: In response to the Request for Proposal the Design Builder shall submit proposal phase documents consisting of sufficient Design Development criteria, drawings, specifications, a BIM Model (Section 01 81 22 - BIM Performance Requirements) and renderings to communicate the Design Development intent in support of the bridging design documents. These proposal phase documents would necessarily include review of, but are not limited to the following general areas:
Site
1. Site Plan (includes project boundaries, building orientation, parking lot layouts, service entrances, stormwater management, utility services, paving, curbing, walks).
2. Site Paving, Grading, Drainage Plan.
3. Typical road and parking lot sections.
4. Pavement Design.
5. Landscaping Plan.
6. Specifications relative to all sitework items, including paving sections, earthwork, utilities, fire protection supply systems, miscellaneous site improvements.

Architectural
1. Floor Plans (includes all levels and all rooms, furniture, preliminary equipment, doors, windows, special doors, shelves, vanities, counters, built-in cabinets and any special design features).
2. Life Safety Plan and code analysis.
3. Enlarged Floor Plans.
4. Renderings.
5. Roof Plan.
6. Preliminary Cross Sections.
7. Preliminary Exterior Elevations (includes material indications, windows, doors, signs, etc.).
8. Typical Wall Sections.
11. Details of special construction.

Structural
1. Codes to be used for design, complete design loads, and material strengths.
2. Special structural requirements including specific load.
3. Preliminary Foundation and Framing Plans (includes typical foundations, floor and roof framing).

4. Outline Specifications (describing all structural elements and systems including soil compaction for foundations).

5. Descriptions of any deviation to structural system from the Bridging Documents.

Plumbing

1. Plumbing Plans (includes plumbing fixtures, diagram of mains for water supply, sanitary waste.

HVAC

1. Preliminary HVAC Plans (includes single line diagrams indicating zoning, distribution, capacities of equipment and central plant layout).

2. Systems Selection Analysis and discussion (Life cycle cost plus discussion of why system was picked).

3. Outline Specifications (describing all systems and major equipment).

Fire Protection

1. Preliminary Fire Protection Plans (includes site, fire system, densities, and occupancy/hazardous classification for each area).

2. A description of the control system such as activation of the system, interlocks with HVAC system and connection to detection and alarm system.

3. Define the type of Automatic Fire Detection that will be provided.

4. Outline Specifications (describing all systems and major equipment).

Electrical

1. Preliminary Electrical Plans (includes typical lighting and power layout, handicap requirements, fire alarm, telephone and sound systems, site lighting, service type and size).

2. Outline Specifications (includes all electrical items and electrical/electronic systems).

3. Define any hazardous area and indicate type of equipment proposed for use in the area.

Special Mechanical Equipment

1. Discussion of Deviations.
7. **RECONCILIATION PHASE**

7.1 After execution of the Agreement and prior to the beginning of the Design Development Phase, the County and Design Builder shall reconcile the Design Builder’s Proposed Design Development with the requirements of the Bridging Documents.

8. **DESIGN DEVELOPMENT PHASE**

8.1 After reconciliation of the Design Builder’s Proposed Design Development, and upon written authorization from the County, Design Builder shall proceed with the performance of the services called for in the Design Development Phase. The intent of the Design Builder’s Design Development Phase submittal is to obtain County approval for design revisions, refinements, and concept elaborations produced by the Design Builder during Design Development, prior to the production of Construction Documents. Design Builder may elect to submit Design Development documents incrementally by major building phases, components, or areas to facilitate economy of schedule provided overall design concept is clear and adhered to.

8.2 Design Builder shall submit the deliverables required by the Design Development Phase including preliminary design documents and a revised detailed estimate and cost breakdown of Total Project Costs, within the stipulated period required in the Project Master Schedule.

8.3 Design Builder shall at the outset of this Phase make full written disclosure to County, and obtain County’s express written approval of, any proposed innovative, unique, proprietary or sole source design features. County retains full discretion to disapprove such features.

8.4 Lifecycle and Alternates

8.4.1 See Section 01 81 12 (Energy Performance Modeling and Verification Requirements)

8.5 General Scope of Project and Final Design Criteria. After consultation with County and on the basis of the Bridging Documents, Design Builder shall determine the general scope, extent, and character of the Project and establish final design criteria. Design Builder shall participate in or initiate periodic reviews or workshops as necessary with the County’s Representative, Redevelopment Agency’s Representative(s), County departments, and AYC stakeholders, and their consultants during the Design Development Phase. See Section 01 31 19 (Project Meetings) for minimum meeting requirements.

8.6 Design Development Documents. Design Builder shall prepare Design Development documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project, BIM Model and as appropriate with renderings and models. These Design Development documents shall include, but are not limited to:

8.6.1 General. A tabulation of both gross and assignable floor areas as proposed by the Design Builder showing a comparison to the program area requirements.
established in the Bridging Documents. Such tabulation shall be submitted in both written and electronic format. Room Data Files shall be on CD-ROM disks in either Microsoft Excel spreadsheets or Microsoft Access database files. It is encouraged that floor area tabulation files be linked to Revit and AutoCad drawing files to ensure accuracy through final design stages.

8.6.1.1 Design Builder shall provide to County’s Representative for County approval two copies of a color matrix, samples of types and size acceptable to the County’s Representative of textures and finishes of all materials in the Work at the Project.

8.6.2 Architectural

8.6.2.1 Scaled, dimensioned floor plans with final room locations including all openings.

8.6.2.2 1/8” scale building sections and elevations showing dimensional relationships, materials and component relationships.

8.6.2.3 Identification of fixed equipment to be installed.

8.6.2.4 Site plan completely drawn with beginning notes and dimensions including grading and paving.

8.6.2.5 Legend showing symbols used on drawings.

8.6.2.6 Preliminary development of typical major details, wall sections, and large-scale blow-ups.

8.6.2.7 Floor plans identifying location of fixed equipment and quantity and sizes of County provided major movable equipment and furniture.

8.6.2.8 Outline Specification for Architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.

8.6.2.9 Typical reflected ceiling development including, as applicable, ceiling grid and heights, showing:

(a) Light fixtures
(b) Ceiling registers or diffusers
(c) Access panels.

8.6.2.10 Identify proposed roof system, deck, insulation system and drainage techniques.

8.6.2.11 Finish, door, and window schedules.

8.6.3 Structural
8.6.3.1 Structural drawing with all major members located and sized.

8.6.3.2 Establish building and floor elevations.

8.6.3.3 Outline specifications.

8.6.3.4 Identify foundation system(s).

8.6.4 Mechanical/Plumbing

8.6.4.1 Heating and cooling load calculations and major duct or pipe runs sized to interface with structural work.

8.6.4.2 Major mechanical equipment scheduled indicating size and capacity.

8.6.4.3 Ductwork and piping substantially located and sized.

8.6.4.4 Devices in ceiling located.

8.6.4.5 Legend showing symbols used on drawings.

8.6.4.6 Outline Specifications indicating quality level and manufacturer of equipment and fixtures.

8.6.5 Electrical

8.6.5.1 Written design criteria for electrical systems.

8.6.5.2 All lighting fixtures located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space.

8.6.5.3 All major electrical equipment scheduled indicating size and capacity.

8.6.5.4 Complete electrical distribution including a one-line diagram indicating final location of switchboards, communications, controls (high and low voltage), motor control centers, panels, transformers and emergency generators, if required.

8.6.5.5 Legend showing all symbols used on drawings.

8.6.5.6 Outline Specifications indicating quality level and manufacturer.

8.6.5 Civil

8.6.5.1 Further refinement of Proposal Phase documents of onsite and

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DESIGN DEVELOPMENT AND DELIVERABLES
offsite utility systems for sewer, electrical, water, storm drain and fire water. Includes, without limitation, pipe sizes, materials, invert elevation location and installation details.

8.6.5.2 Further refinement of Proposal Phase roadways, parking and storm drainage improvements. Includes details and large scale drawings of curb and gutter, manhole, trust blocks, paved parking and roadway sections.

8.6.5.3 Outline Specifications indicating quality level and manufacturer.

8.6 Landscape

8.6.6.1 Further refinement of Proposal Phase concepts, includes coordination of hardscape, landscape planting, ground cover and irrigation main distribution lines.

8.6.6.2 Outline Specifications indicating quality level and manufacturer.

8.6.7 Attend Required Meetings. Design Builder shall attend meetings with community stakeholders, youth groups, representatives of the County and its designated consultants, representatives of the County Redevelopment Agency (“RDA”), and other appropriate governmental agencies and provide information and diagrams to fully describe the project. Contractor shall provide twelve (12) hard copies and one scanned copy of the same on a CD for review by the County and RDA at the fifty percent (50%), ninety (90%), and one hundred percent (100%) Design Development Phase.

8.6.7.1 Deliverables. Contractor shall provide twelve (12) hard copies and one (1) scanned copy of the same on a CD for review by the County and RDA at the fifty percent (50%), ninety percent (90%), and one hundred percent (100%) Design Development phase.

8.6.7.2 Review of the Final Design Development by County. Design Builder shall submit final design to County (providing the County with twelve (12) hard copies and one scanned copy of the same on a CD for review). Design Builder shall participate and cooperate fully in a review of the Final Design Development by County, RDA and any consultants engaged by them. Design Builder shall make full written disclosure to County, and obtain County’s express written approval of, any proposed innovative, unique, proprietary or sole source design features.

8.6.7.3 Constructability Review. The County may conduct a constructability review of the 100% Design Development documents upon the Design Builder’s completion of its 100% Design Development documents. Constructability Review Comments will
be recorded by the County in a web based Constructability on-line system. The Design Builder and County will utilize the web based constructability on-line system to provide written responses to County reviewer comments that identify how issues will be resolved by the Design Builder.

8.6.7.4 Cost Estimate. The Design Builder shall submit to the County an updated Cost estimate, identify cost changes since the Proposal Estimate (providing twelve (12) hard copies and one (1) scanned copy of the same on a compact disc). This cost breakdown shall be organized in a format acceptable to the County. The County will use this document for cost reconciliation and design change order reviews.

9. CONSTRUCTION DOCUMENTS PHASE

9.1 Period of Service. After acceptance by the County of the required deliverables in the Design Development phase, and upon written authorization from the County, Design Builder shall proceed with the performance of the services called for in the Construction Documents phase. Design Builder shall submit the deliverables required by the Construction Documents phase, including preliminary design documents, within the stipulated period required in the Project Master Schedule.

9.2 Construction Documents. On the basis of the accepted Design Development documents, Design Builder shall prepare for incorporation in the Contract Documents final Construction Documents to show the work to be furnished and performed by Design Builder. Construction Documents shall set forth in detail the requirement for construction of all work to be performed by Design Builder. Construction Documents shall not supersede the Contract Documents where the Contract Documents contain a more stringent requirement.

9.3 Architectural

(a) Completed site plan.

(b) Completed floor plans, elevations, and sections.

(c) Architectural details and large blow-ups completed.

(d) Finish, door, and hardware schedules completed, including all details.

(e) Site utility plans completed.

(f) Fixed equipment details and identification completed.

(g) Reflected ceiling plans completed.

9.4 Structural
9.5 Mechanical

(a) Large scale mechanical details completed.
(b) Mechanical schedules for equipment completed.
(c) Completed mechanical schematic for environmental cooling and exhaust equipment.
(d) Complete energy conservation calculations and report necessary for compliance with California Title 24 energy requirements.

9.6 Electrical

(a) Lighting and power plan showing all switching and controls. Fixture schedule and lighting details completed.
(b) Distribution information on power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.
(c) All electrical equipment schedules completed.
(d) Special system components plans completed.
(e) Electrical load calculations completed.

9.7 Civil

(a) All site plans, site utilities, parking and roadway systems completed.

9.8 Landscaping

(a) All landscape, hardscape, and irrigation plans complete

9.9 Sustainable (LEED) Certification

(a) All certification process and submittal complete

9.10 Attend Required Meetings. Attend meetings with the community, representatives of the County, and its designated consultants, the County’s environmental consultant, the LEED consultant, RDA and appropriate governmental agencies and provide information and diagrams to fully describe the project. Contractor shall submit twelve (12) hard copies and one (1) scanned copy of the same on a CD for review at the fifty percent (50%), ninety percent (90%), and one hundred percent (100%) Construction Documents Phase.

9.11 Deliverables: Contractor shall submit twelve (12) hard copies and one (1) scanned copy
of the same on a CD for review at the fifty percent (50%), ninety percent (90%), and one hundred percent (100%) Construction Documents Phase. Specifications shall be prepared in conformance with the 2004 edition Master Format of the Construction Specification Institute. Design Builder shall have complete responsibility to secure timely review and approval by all authorities with jurisdiction, including but not limited to, the Alameda County Fire Department. The same architectural and engineering team (and team personnel) that prepared the design deliverables submitted to authorities with jurisdiction shall complete the Construction Documents.

9.12 Compliance with Codes, Regulations and Requirements. Prepare Construction Documents in full compliance with the Contract Documents, applicable building codes, ordinances, standards, and governmental regulations applicable to the Work.

9.13 Make full written disclosure to County, and obtain County’s express written approval of, any proposed innovative, unique, proprietary or sole source design features.

9.14 Warranty. Design Builder warrants to County that the final design, as expressed in the Construction Documents:

9.14.1 Will be constructible, workable, serviceable and within the Design Builder’s detailed estimate of costs and schedule;

9.14.2 Will comply in all respects with the requirements of the Contract Documents.

9.14.3 Will not call for the use of hazardous or banned materials.

9.14.4 Will fully comply with applicable building codes, ordinances, standards, governmental regulations and private restrictions, applicable to the Work.

9.15 Constructability Review. The County shall conduct a constructability review of the 90% Construction Documents upon the Design Builder’s completion of its 90% Construction Documents. Constructability Review Comments will be recorded by the County in a web based Constructability on-line system. The Design Builder will utilize the County’s web based Constructability on-line system to provide written responses to reviewer comments that identify how issues will be resolved by the Design Builder.

9.16 Cost Estimate. The Design Builder shall submit to the County an updated Cost and identify cost changes since the Proposal Estimate (providing twelve (12) hard copies and one (1) scanned copy of the same on a compact disc). Provide unit costs applied to items and quantities of work. These unit costs shall be organized in a format acceptable to the County. The County will use this for cost reconciliation and design change order reviews.

10. CONSTRUCTION PHASE

10.1 Upon County’s acceptance of Design Builder’s Construction Documents for technical divisions or other portions of the Work as Design Builder and County may agree, Design Builder may commence construction of the Work shown.
10.2 **General Administration of Construction.** Design Builder’s architectural, design, and engineering subconsultants, shall make regular visits to the site at intervals appropriate to the various stages of construction as necessary to assure that construction conforms to the final design of the Construction Documents as approved.

10.3 **Quality Control and Reporting.** Design Builder’s architectural, design, and engineering subconsultants, shall participate fully in Design Builder’s required quality control program and shall have a duty to advise Design Builder and County in writing of any observations of defective work, work not in conformance with Construction Documents, and lack of progress consistent with the schedule of work in areas associated with their services. See Section 01 45 00 (Quality Control).

10.3.1 Design Builder’s architectural, design, and engineering subconsultants, shall establish and maintain to the satisfaction of County, a computer database compatible with databases maintained by County. The Design Builder’s database shall maintain complete and accurate records regarding its activities related to fulfilling the requirements of Section 01 45 00 (Quality Control). Design Builder shall make such database available to County at all reasonable times and turn over the database in both hard and electronic form to County upon completion or termination of this Agreement.

10.3.2 Together with County, Design Builder and Design Builder’s architectural, design, and engineering subconsultants shall visit the Project to observe any apparent defects in the construction, correct such deficiencies, and supply information as needed regarding replacement, correction, or diminished value of defective work.

10.3.3 Design Builder shall provide to County for County’s approval two (2) copies of a color schedule, samples of types and size acceptable to the County of textures and finishes of all materials in the Work at the Project.

11. **OPERATION/PROJECT CLOSE-OUT PHASE**

11.1 **Operation/Close Out.** During the Operation/Project Close-Out Phase, Design Builder and Design Builder’s architectural, design, and engineering subconsultants shall, when requested by County, provide all necessary architectural, design and engineering services, including services of its architectural, design and engineering subconsultants, for:

11.1.1 Refining, adjusting and correcting of any equipment or systems.

11.1.2 Start-up, testing and placing in operation all equipment and systems. See Section 01 91 00 (Commissioning).

11.1.3 Completion of punchlist work and observation of any apparent defects in the completed construction, correction of such deficiencies, and supply information as needed regarding replacement, correction, or diminished value of defective work.

11.1.4 Training County’s staff to operate and maintain all equipment and systems.
11.1.5 Assisting County in developing systems and procedures for control of the operation and maintenance of and record keeping for the Project.

11.1.6 Preparation of electronic record sets and sets of reproducible record prints or Drawings showing those changes made during the construction process, based on the marked-up prints, Drawings and other data.

12. DESIGN BUILDER’S OBLIGATION FOR FINISHED CONSTRUCTION

12.1 County’s right to review Design Builder’s Design Development including, but not limited to, 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 development and construction complying with the requirements of the Contract Documents; but rather, such review shall be in furtherance of the County’s monitoring and accepting the design development as developed and issued by the Design Builder, consistent with these Contract Documents. Design Builder’s responsibility to design and construct the Project in conformance with the Contract Documents including, but not limited to, the applicable performance standards and any fully executed change orders, shall be absolute. Such duty may not be altered or diminished by any action other than a signed change order.

12.2 Auto CAD, Revit, and Other Electronic Data. Provide all electronic files of all Construction Documents drawings including as-bid, as-built, and all record Drawings, on Compact Disks. 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 County requirements for compatibility with County equipment and software.

END OF SECTION

1599055.1
SECTION 01 14 00

CONSTRUCTION MANAGEMENT PLAN

1. ENVIRONMENTAL CONTROLS

1.1 **Noise:** All work shall be performed with a minimum of noise or disruption to normal activities in the surrounding areas. Design Builder will give thirty (30) Day notice for any work to be done outside the hours of 7am and 7pm.

The following noise control procedures shall be employed:

1.1.1 Maximum increase in noise shall be limited to approximately 15db over ambient and shall not exceed regulatory standards for noise.

1.1.2 The on-site construction supervisor shall have the responsibility and authority to receive and resolve noise complaints. A clear appeal process shall be established prior to construction commencement that will allow for resolution of noise problems that cannot be immediately solved by the site supervisor.

1.1.3 All noise-producing project equipment and vehicles using internal combustion engines shall be equipped with mufflers, air-inlet silencers where appropriate, and any other shrouds, shields, or other noise-reducing features in good operating condition that meet or exceed original factory specification. Mobile or fixed "package" equipment (e.g., arc-welders, air compressors) shall be equipped with shrouds and noise control features that are readily available for that type of equipment.

1.1.4 All mobile or fixed noise-producing equipment used on the project, which is regulated for noise output by a local, state, or federal agency, shall comply with such regulation while in the course of project activity.

1.1.5 Electrically-powered equipment instead of pneumatic or internal combustion powered equipment shall be used, where feasible and needed to control excessive noise.

1.1.6 Material stockpiles and mobile equipment staging, parking, and maintenance areas shall be located as far as practicable from noise-sensitive receptors.

1.1.7 Construction site and access road speed limits shall be established and enforced during the construction period.

1.1.8 The hours of material transport shall be restricted to the periods and days permitted by both this contract and local noise or other applicable ordinance.

1.1.9 The use of noise producing signals, including horns, whistles, alarms, and bells shall be for safety warning purposes only.
1.1.10 No project related public address or music system shall be audible at any adjacent noise-sensitive receptor.

1.2 Dust: Dust control is a critical activity. The Design Builder shall prepare a submittal that identifies source air pollution and related pollution reduction measures. The following dust control measures shall be employed:

1.2.1 Implement fugitive dust control measures as provided in Bay Area Air Quality Management District (BAAQMD).

1.2.2 Develop a staging area, vehicle and truck routes, and a daily meeting to assure all applicable control measures are established for that particular workday.

1.2.3 Dust barriers shall be provided by the Design Builder as necessary to contain dust within the construction site.

1.2.4 If necessary, install a water misting system along fence perimeter or any other necessary area to prevent fugitive dust from creating a nuisance to the public or to hospital staff or patients.

1.2.5 Reduce the use of diesel fuel powered equipment and use equipment with alternative fuel whenever practical to minimize diesel exhaust emissions in areas close proximity to the site.

1.2.6 Turn off equipment when not in use for long periods of time. No idling of diesel-fueled equipment for durations longer than five minutes.

1.2.7 Control fugitive dust at active soil grading/excavation areas using water in a manner that would not impact soil compaction. Continuous wet-down may be required in the area of construction activity.

1.2.8 Use ground-covering such as mulch, wood chips, straws, hydro-seeding, surfactants, or plastic sheeting to cover inactive exposed areas to minimize fugitive dust.

1.2.9 Provide drainage for erosion control measures.

1.2.10 Use sand bags, as necessary, along site perimeter to keep soil on site.

1.2.11 Provide gravel entry way into construction site entrance to reduce/eliminate mud and sediment carried off site by vehicles.

1.2.12 Cover top of haul trucks to eliminate wind-blown fugitive dust.

1.2.13 Schedule haul trucks and material delivery trucks to prevent traffic congestion. Set up truck queuing area and have staff communicate via cell phone for efficiency.
1.2.14 As necessary, use street sweepers along travel routes in general vicinity of project area.

1.2.15 All vehicle routes are to be watered for dust control. All existing roadway and parking surfaces impacted by construction activity are to be swept and kept free of debris and dust. All areas within the construction site are to be broom swept as required to keep dust and debris to a minimum.

1.2.16 Limit the number of haul trucks on site and establish a haul route. Install a gravel or base road on site for loading trucks. Haul route shall be reviewed and approved by County.

1.2.17 Place on-site portable toilets away from building air intakes, windows, and entryway.

1.2.18 All stockpiles shall be kept moist throughout the day to minimize particulate matter emissions. Wet down stockpiles on a regular basis including prior to end of work day.

1.2.19 Haul roads shall be paved, lined with gravel or base material, or kept moist to minimize particulate matter emissions.

1.2.20 Where practical, use paddle-wheel scrapers instead of traditional scrapers to minimize fugitive dust and reduce exhaust emissions.

1.2.21 Handling of soil shall be kept to a minimum.

1.2.22 Provide a boundary/zone where equipment shall not enter and if necessary, equipment shall operate on alternative fuel to reduce diesel particulate matter.

1.3 **Odors**: When odors are a concern, arrangements shall be made by the Design Builder for their containment or control. Where this is not feasible, specific arrangements should be made to minimize disturbance to surrounding properties. Where controllable, fumes and odors shall not be allowed to migrate. The Design Builder shall immediately notify the County’s Representative of any migrating odors.

1.4 **Vibrations**: The impacts of vibration activities will be limited. If vibration becomes an impact to surrounding properties, the Design Builder shall stop operations, reschedule and/or implement the following with the approval of the County Representative:

1.4.1 Route heavily loaded trucks and equipment away from surrounding residential properties if possible.

1.4.2 Phase earthmoving and ground-impacting operations so as not to occur in the same time period, to the extent practicable. The total vibration level produced could be less when each vibration source operates separately.
1.4.3 Avoid vibratory rollers and packers near vibration-sensitive areas.

1.5 Environmental Mitigation Measures: Design Builder shall become familiar with the full text of the project’s Environmental Impact Report and take responsibility for implementation of applicable mitigation measures. Questions about which items are applicable to the Design Builder shall be directed to the County’s Representative.

2. SHIPMENTS AND MATERIALS

2.1 Equipment and materials shall not be shipped to the site unless specific arrangements are made for receipt and acceptance of these items. When such shipments are authorized, they are the total responsibility of the Design Builder. The placement of such materials shall be limited to the specific lay-down and staging areas as defined in the Construction Logistic Drawings unless approved in advance by County. The County accepts no responsibility for the receipt, storage, or protection of the Design Builder’s materials and equipment.

3. SALVAGE AND DISPOSAL

3.1 All existing property of the County that is removed from the construction site and has been identified to be salvaged by the County shall be delivered to a secure site as specified by the County’s Representative.

3.2 Construction debris, or material that has no redeemable value, is to be placed in Design Builder-furnished refuse bins for safe and legal removal from the premises. County refuse bins may not be utilized unless so authorized by the County.

4. PARKING

4.1 The County’s Representative will meet with the Design Builder to determine parking requirements.

4.2 The primary parking and storage areas shall be designated.
4.3 The County’s Representative will notify Alameda County Engineering Department of parking area proposed to be used by construction personnel if at variance with this procedure.

4.4 Design Builder and related personnel shall park in authorized areas only.

5. SANITARY

5.1 Design Builder shall provide temporary toilet facilities adjacent to all projects. The Design Builder will not be allowed to use project site restroom facilities whether in existing facilities or those being constructed.

5.2 Design Builder shall submit proposed location of temporary toilet(s) to the County’s Representative for approval.

5.3 Construction personnel will not be allowed to use restroom facilities for personal or equipment clean-up.

5.4 Sanitary Facilities shall be in accordance with OSHA regulations.

6. FOOD

6.1 Construction personnel shall police their own areas during breaks. All cups, cans, paper, wrappers, and discarded food must be placed in trash receptacles at the end of each break.

6.2 Contractors shall submit the proposed location of any break and eating areas, which shall be outside of the Project boundaries, to the County’s Representative for approval.

6.3 Construction personnel are not allowed to have food within the AYC facilities, whether those facilities exist or are under construction.

7. BADGES

7.1 Badges shall be worn by all of the Design Builder’s personnel and all of their subcontractors’ personnel.

7.2 Special badges shall be issued to construction personnel to identify management positions and when the term of construction exceeds six months.

8. SMOKING AND TOBACCO

8.1 Smoking is not permitted on the Project site.

8.2 Smoking is not permitted within the facilities under construction.

8.3 Smoking is permitted in designated areas. Design Builder to contact County Representative for approved smoking areas.
8.4 All ashes and cigarette butts must be deposited in approved receptors.

8.5 No chewing tobacco or spitting of tobacco is permitted.

9. SECURITY

9.1 All personnel must obey and act immediately upon any request by County security or law enforcement personnel.

9.2 A list of emergency phone numbers will be provided by the County Representative.

10. SAFETY

10.1 General

10.1.1 Watch for guests.

10.1.2 Work only where there is a positive barrier separation between construction activities and others.

10.1.3 Clean up all areas immediately in occupied areas.

10.1.4 Do not drape cords across corridors. All cords must be attached to the ceiling or taped to the floor (use tape with non-marring adhesive).

10.1.5 Maintain a minimum of 8'-0” clear within all corridors.

10.1.6 Do not leave materials or equipment in the corridor.

10.2 Safety equipment and consideration should include, but are not limited to:

10.2.1 Anyone known to be under the influence of alcohol or drugs shall be dismissed from the Project at once and not be allowed to return.

10.2.2 Offensive language is not permitted in any area where it may be overheard by surrounding properties.

10.2.3 Provide adequate emergency first aid equipment.

10.2.4 Post location and emergency phone numbers for local medical care.

10.2.5 Monitor safe ladder usage.

10.2.6 Provide exhaust controls for equipment.

10.2.7 Monitor noise levels and establish safe limitations.
10.2.8 Ensure adequate ventilation for air contaminants.

10.2.9 Insist on personal protective equipments, such as hard hats, safety shoes, and eye, ear, and face protection equipment.

10.2.10 Safety nets, belts, and lifelines shall be used, as appropriate.

10.2.11 Provide adequate emergency fire protection equipment.

10.2.12 Post location and emergency phone numbers for local fire departments.

10.2.13 Provide safe storage for all flammable and combustible materials.

10.2.14 Insist on safe and proper use of hand power tools and electrical drop cords.

10.2.15 Operation of cranes, derricks, and hoists should be in accordance with manufacturer’s recommendations and appropriate ANSI and Cal/OSHA regulations.

10.2.16 All construction operations and personnel are subject to CAL-OSHA and applicable County Environmental Health & Safety regulations.

10.2.17 Provide adequate barricades and safety lighting at all open trenches adjacent to public access (must accommodate proper warning for blind students).

10.2.18 Properly fence entire confines of project site so as to avoid public access or unauthorized personnel.

10.2.19 All wall, floor, and ceiling penetrations shall be sealed to maintain fire and smoke ratings in accordance with CBC, NFPA 99 and Life Safety Code.

10.2.20 All emergency exit passages must be maintained free of obstructions.

10.2.21 Provide barricades and fencing in accordance with the Construction Logistic Drawings.

10.3 Fire Prevention During Welding, Cutting, and Other Hot Work

10.3.1 All hot work shall be in accordance with industry standards and CAL-OSHA requirements.

10.3.2 Hot work includes welding, heat treating grinding, thawing pipe, powder-driven fasteners, hot riveting, and similar applications producing a spark, flame, or heat.

10.3.3 Hot work shall be performed in a designated area that is approved for hot work by the County’s Representative.
10.3.4 The Design Builder shall ensure that only approved apparatus, such as torches, manifolds, regulators, or pressure-reducing valves, and acetylene generators, are used.

10.3.5 The Design Builder shall ensure that all individuals involved in hot work are:

10.3.5.1 Trained in the safe operation of their equipment and the safe use of the process.

10.3.5.2 Have an awareness of the inherent risks involved and understand the emergency procedures in the event of a fire.

10.3.5.3 Are aware if any special risks, such as flammable materials or hazardous conditions at the hot work site.

10.4 Project Inspector

10.4.1 Provision of inspectors by the County, if any, pursuant to provisions of this section shall be subject to following:

10.4.1.1 Contractor shall allow inspectors full access to project at all times Work is in progress.

10.4.1.2 Contractor shall not take any direction, approvals or disapprovals from inspectors.

10.4.1.3 Contractor shall not rely on inspectors to ensure Work is completed in accordance with Contract documents.

10.4.2 Acts or omissions of any inspector (including, without limitation, inspector’s failure to observe or report deficiencies in Contractor’s Work) shall not relieve Contractor from its responsibility to complete Work in accordance with Contract documents.

10.5 Directory For Assistance

A list of emergency phone numbers will be provided by the Engineering Department Service Center or the County’s Representative.

10.6 County Construction Manager Construction Management Plan

The County’s Construction Manager, Mack5, provided a separate construction management plan for the Project. This plan is a set of guidelines and practices; IT IS NOT PART OF THE CONSTRUCTION DOCUMENTS. THIS SPECIFICATION SECTION (01 14 00) SHALL SUPERSEDE AND TAKE PRECEDENCE OVER ALL OTHER CONSTRUCTION MANAGEMENT PLANS. IF THERE IS A CONFLICT WITH THE GUIDELINES AND BEST PRACTICES.
SECTION 01 32 16

CONSTRUCTION PROGRESS SCHEDULE

PART 1 - GENERAL

1.1 SUMMARY

1.1.1 Design Builder shall perform scheduling of Work under these Contract Documents in accordance with requirements of this Section 01 32 16.

1.1.1.1 Development of schedule, cost and resource loading of the Project Schedule, monthly payment requests and project status reporting requirements of the Contract Documents shall employ scheduling as required in this Section 01 32 16.

1.1.1.2 Project Master Schedule, Design Schedule and Construction Schedules shall be time-scaled and cost- and resource-loaded. Monthly Schedule Updates shall be time-scaled and cost loaded. Cost loading shall be the basis of the Schedule of Values as specified in Section 01 29 00 (Payment Procedures).

1.1.1.3 All Schedules shall be in (Microsoft Project (latest edition) or approved equal computer software format compatible with County’s existing computer software scheduling format.

1.1.1.4 All Schedules shall be submitted prior to the dates identified in Section 01 33 00 (Submittal Procedures)

1.1.2 Design Builder’s obligations under paragraph 1.1.1 of this Section 01 32 16 are hereby deemed material obligations. Nothing in this paragraph 1.1.2 or the lack of an express statement that any other Contract Documents provision is or is not material shall be considered in determining whether any such other provision is material.

1.1.3 Scheduling Consultant Qualifications: The Design Builder’s team shall include a specialist in CPM scheduling and reporting acceptable to the County with experience performing scheduling required herein on at least two prior, similar projects, and with the capability of producing CPM reports and diagrams within 48 hours of County’s request

1.1.4 Transmit each item under form approved by County or following Section 01 33 00 (Submittal Procedures).

1.1.4.1 Identify Project with the County Contract number, and name of Design Builder.

1.1.4.2 Provide space for Design Builder’s approval stamp and County’s review stamps.
1.1.4.3  Submittals received from sources other than Design Builder will be returned to Design Builder without County’s review.

1.2  GENERAL SCHEDULE REQUIREMENTS

1.2.1  Schedules:  The Design Builder shall submit an operating electronic version of an original, plus hardcopy versions, of the following schedules to the County:

1.2.1.1  Proposed Schedule as included in the Design Builder’s Proposal Package for the Request for Proposals as outlined in Article 49 21 of Section 00 11 19.  The Proposed Schedule shall be in accordance with the requirements outlined in paragraph 1.3 below.  The accepted Proposed Schedule shall serve as the basis for preparing the Project Master Schedule.

1.2.1.2  Project Master Schedule as required by Sections 01 11 20 (Design Development and Deliverables) and paragraph 1.4 below.

1.2.1.3  Design Development Schedule as required in paragraph 1.5 below.

1.2.1.4  Construction Schedule as required in paragraph 1.6 below.

1.2.2  Acceptance Procedures for Baseline Schedules:

1.2.2.1  Submittal of the Project Master Schedule, Design Development Schedule, and Construction Schedules shall adhere to the schedule submittal process outlined in Section 01 33 00 (Submittal Procedures), paragraph 1.5.

1.2.2.2  Original Master Project Schedule and Design Development Schedule shall be reviewed at the Design Development Conference.  Within seven (7) Days after the Design Development Conference, the County will review and either accept the Schedules or reject and provide comments, suggested changes, and revisions that must be addressed by the Design Builder to the satisfaction of the County.  Design Builder shall correct and resubmit the Schedule within seven (7) Days.

1.2.2.3  Within seven (7) Days of receipt of revised Project Master Schedule and Design Schedule, the County will either accept the Schedules or reject and request further information and justification.  Design Builder shall, within three (3) Days, provide County with a complete written narrative response to the County’s request discussing how the baseline resubmittal addresses each of the contract conformance deficiencies noted in the original submittals.

1.2.2.4  Detailed Construction Schedules shall be reviewed at Pre-Construction Conferences outlined in Section 01 31 19 (Project Meetings).  Within seven (7) Days after the Pre-Construction Conference, the County will review and either accept the Schedule or reject and provide comments, suggested changes, and revisions that must be addressed by the Design Builder to the
satisfaction of the County. Design Builder shall correct and resubmit the Schedule within seven (7) days.

1.2.2.5 Within seven (7) Days of receipt of revised Detailed Construction Schedule, the County will either accept the Schedule or reject and request further information and justification. Design Builder shall, within three (3) Days, provide County with a complete written narrative response to the County’s request discussing how the baseline resubmittal addresses each of the contract conformance deficiencies noted in the original submittals.

1.2.3 Time of Completion: Overall time of completion and time of completion for each milestone shown on Project Master Schedule shall adhere to times set per paragraph 3 in Section 00 52 53 (Agreement). Modification shall be by a no-cost Change Order which shall include modified Design, Construction and Project Master Schedules and reduce the times for completion listed in paragraph 3 of Section 00 52 53. Notwithstanding any modification to the Contract Time pursuant to paragraph 3 of Section 00 52 53, Design Builder may otherwise choose to work to an earlier (advanced) schedule, but should it choose to do so:

1.2.3.1 County is not required to accept such an earlier (advanced) schedule, i.e., one that shows early completion dates for the Contract Times.

1.2.3.2 Design Builder shall not be entitled to extra compensation in the event Design Builder completes its Work, for whatever reason, beyond completion dates shown in such an earlier (advanced) schedule but within the Contract Times.

1.2.3.3 A schedule showing the work completed in less than the Contract Times shall be considered to have Project Float. The Project Float is the time between the scheduled completion of the Work and the Contract Time for completion of the Work. Project Float is a resource available to the Project.

1.2.4 Float Ownership: Neither County nor Design Builder owns float. The Project owns the float. As such, liability for delay of the Project rests with the party whose unexcused delay, last in time, actually causes delay to the Project.

1.2.4.1 For example, if Party A incurs unexcused delay and uses some, but not all of the float and Party B later incurs unexcused delay and uses the remainder of the float as well as additional time beyond the float, Party B shall be liable for the delay that represents a delay of the Project.

1.2.4.2 Party A would not be responsible for the delay since it did not consume all the float and additional float remained; therefore, the Project’s completion was unaffected by Party A.

1.2.5 The Design Development and Construction Progress Schedules shall be the basis for evaluating job progress, payment requests, and time extension requests. Responsibility
for developing Contract schedules and monitoring actual progress as compared to Progress Schedule rests with Design Builder.

1.2.6 Failure of the 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 Documents. The County’s acceptance of the Design Development and Construction Progress Schedules 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 County, or act to relieve Design Builder of its responsibility for means and methods of design and construction.

1.2.7 The Design Builder shall specifically include in all schedules the EIR Mitigation Measures identified in paragraph 16.8 of Section 00 72 53 (General Conditions).

1.3 PROPOSED SCHEDULE

1.3.1 The Design Builder shall submit the Proposed Schedule as part of the Technical Proposal in response to the requirements specified in Section 00 11 19 (Request for Proposals from Bidders). The Proposed Schedule shall fit within and coordinate with the milestone and completion dates specified in 01 11 20 (Design Development and Deliverables) including any and all design interfaces. The Design Builder may improve upon the milestone and completion dates as part of their effort to provide Price/Best Value Enhancements as specified in Section 00 11 19 (Request for Proposals from Bidders).

1.3.2 Preparation: Indicate each significant Contract activity separately. Activities to be included in the Proposed Schedule will be as follows:

1.3.2.1 Detailed activities for Design Development of the project including but not limited to all design development deliverables as required by Section 01 11 20 (Design Development and Deliverables), design development coordination meetings, County review, other third party reviews, and incorporation of comments. All activities described in this paragraph shall be required in the Proposed Schedule.

1.3.2.2 Detailed Submittal, review, and procurement activities for all critical and near-critical submittals for the Work.

1.3.2.3 Detailed plan for mobilization, execution of contracts, design as described in Section 01 11 20 (Design Development and Deliverables), submittals, procurement, and all work that must be performed prior to the start of construction.

1.4 PROJECT MASTER SCHEDULE

1.4.1 The Project Master Schedule shall adhere to specific time deadlines in Section 00 52 53 (Agreement) and specified in the accepted Proposed Schedule. Project Master Schedule will outline all dates and time periods for the delivery of all Design Builder’s services
and requirements for information from the County for the performance of its services. Failure to include any work item required for performance of this Contract on the Schedule shall not excuse Design Builder from completing all work within applicable completion dates, regardless of County's approval of the schedule. The Project Master Schedule will include the following items, but it shall not be limited to:

1.4.1.1 Schedule for completing the project design development packages/documents (through release for construction), each required submittal, and the times for submitting, reviewing and processing such submittal, as specified in Section 01 11 20 (Design Development and Deliverables).

1.4.1.2 Preparation and processing of Construction submittals.

1.4.1.3 Critical lead times.

1.4.1.4 Significant construction milestones (e.g., groundbreaking, completion of site utilities, completion of foundation, completion of structural frame, completion of exterior shell, substantial completion, testing & commissioning, licensing, move-in etc.).

1.4.1.5 Dates for decisions from County on items affecting the Design Builder’s schedule.

1.4.2 The Project Master Schedule shall be updated on a monthly basis.

1.5 DESIGN DEVELOPMENT SCHEDULE

1.5.1 The Design Development Schedule shall adhere to time deadlines in Section 00 52 53 (Agreement) and specified in the accepted Proposed Schedule. The Design Schedule shall include all activity detail for completing the design of the project. Failure to include any work item required for performance on the Schedule shall not excuse Design Builder from completing all work within applicable completion dates, regardless of County's approval of the schedule. The Design Development Schedule will include, but shall not be limited to the following:

1.5.1.1 Preparation and review of Design Development submittals and other critical design development completion dates. Include all design development deliverables as required by Section 01 11 20 (Design Development and Deliverables).

1.5.1.2 Design Development coordination meetings

1.5.1.3 Dates for decisions from County on designated items or orders affecting schedule.

1.5.1.4 County review
1.5.1.5 Other Regulatory Agency, Utility Company and Third Party reviews

1.5.1.6 Time for incorporation of comments

1.5.1.7 Approval of the Construction Drawings for construction

1.5.2 Design Builder shall resubmit Original Schedule if requested by County.

1.6 CONSTRUCTION SCHEDULE

1.6.1 The Construction Schedule shall adhere to time deadlines in Section 00 52 53 (Agreement) and specified in the accepted Proposed Schedule. The Construction Schedule (Original and updates) shall indicate all separate fabrication, procurement and field construction activities required for completion of the Work. Failure to include any work item required for performance on the Schedule will not excuse Design Builder from completing all work within applicable completion dates, regardless of County's approval of the schedule.

1.6.2 Activities: All Design Builder, Core Subcontractor, Core Subsconsultant and assigned Design Builder work shall be shown in a logical work sequence that demonstrates a coordinated plan of work for all Subcontractors and Subconsultants. The intent is to provide a common basis of acceptance, understanding, and communication, as well as interface among all Subcontractors and Subconsultants. Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Show dependencies and logic between activities so that the effect of progress (or lack of progress) on related activities and the overall schedule can be monitored. The list of activities shall include, but not be limited to, the following:

1.6.2.1 Submittal Preparation and Review: Include review and resubmittal times indicated in Section 01 33 00 (Submittal Procedures), in schedule. Coordinate submittal review times in Design Builder's Contract Schedule with Submittals Schedule. Phase the submittal process to ensure that items are submitted in order of their importance to the construction process. Implement a system that staggers submittals by “start no earlier than” date in a number of waves.

1.6.2.2 Include procurement process activities for long lead items and major items, requiring a cycle of more than sixty (60) Days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery. Delivery dates indicated stipulate the earliest possible delivery date.

1.6.2.3 Significant construction milestones including but not limited to:

1.6.2.3.1 Mobilization.
1.6.2.3.2 Earthwork and underground utility site work completion.
1.6.2.3.3 Foundation completion.
1.6.2.3.4 Structural frame completion.
1.6.2.3.5 Shell completion.
1.6.2.3.6 Plumbing installation.
1.6.2.3.7 Fire protection installation.
1.6.2.3.8 HVAC installation.
1.6.2.3.9 Electrical installation.
1.6.2.3.10 Substantial Completion.
1.6.2.3.11 Demobilization.

1.6.2.4 When applicable, dates of requests for designated working spaces, storage areas, access, and other facilities to be furnished by the County.

1.6.2.5 Dates for decisions from County on designated items or orders affecting schedule.

1.6.2.6 Mock-up construction.

1.6.2.7 Activities related to the delivery of Design Builder and County-furnished equipment to be Design Builder-installed per Contract must be shown. Equipment requirements must include health clinic medical equipment, audio and video production and editing equipment, and café and warming kitchen equipment. Design Builder shall include the latest date that County-furnished products are required to allow completion of the Work on schedule.

1.6.2.7.1 The latest date that installation details must be provided to the Design Builder to avoid schedule delays.

1.6.2.7.2 The latest delivery dates that will allow the Project to be completed according to schedule.

1.6.2.8 Utility interruptions, relocation, and connections where applicable.

1.6.2.9 Show the effect of the following factors on the construction schedule:

1.6.2.9.1 Use of premises restrictions.

1.6.2.9.2 Environmental control.

1.6.2.10 Punch list preparation.

1.6.2.11 Work by County, HARD, or SLZUSD and/or by other contractors that may affect or be affected by Design Builder's activities. Include a separate activity for each contract, which may include, but are not limited to, Art Commission and artists, utility companies, communications systems providers, equipment providers, and others.
1.6.2.12 Testing and commissioning. Include sufficient time to comply with the requirements of the General Commissioning Requirements; and any regulatory requirements; and assure completion of the Work within the Contract Time.

1.6.2.13 Licensing: allow time for County's administrative procedures necessary for certification.

1.6.2.14 All regulatory agency approvals (e.g., Fire Marshal, others).

1.6.2.15 Move-in.

1.6.3 All activities shall be identified through codes or other identification to indicate the building (i.e. buildings, Site work) and Design Builder/Subcontractor responsibility to which they pertain.

1.6.4 Break up the Work schedule into activities of durations of approximately fourteen (14) Days or less each, except for non-field design and activities as otherwise deemed acceptable by County.

1.6.5 Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates. Show the critical path in red. For each activity, show early start, late start, early finish, late finish, durations measured in Days, total and available float, resources, predecessor and successor activities, planned workday/week for the activity and scheduled/actual progress payments. “Critical path” shall mean all activities with zero float. A path with three (3) work days or less of float shall be considered a “near critical path” and shown in a lighter shade of red. No more than twenty percent (20%) of the schedule activities are to be considered critical or near critical.

1.6.6 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. The number of allowable days of adverse weather is outlined in Section 00 72 53, Article 15.3 (General Conditions). The Design Builder shall adhere to procedures as specified in Section 00 72 53 (General Conditions) for claiming delays resulting from adverse weather.

1.6.7 The Design Builder shall meet with the County to review and discuss each Schedule (i.e., Original Construction Schedule, and each monthly update) within seven (7) Days after each Schedule has been submitted to County.

1.6.7.1 County’s review and comment on any Schedule shall be limited to Contract conformance (with sequencing, coordination, and milestone requirements).

1.6.7.2 Design Builder shall make corrections to Schedule necessary to comply with Contract requirements and shall adjust Schedule to incorporate any missing
information requested by County. Design Builder shall resubmit Initial Original Schedule and Monthly Schedules if requested by County.

1.6.8 If Design Builder is of the opinion that any of the Work included on its Schedule has been impacted such that there will be a delay to completion of the Project, submit to County a written Time Impact Evaluation (“TIE”) in accordance with paragraph 1.10 below. The TIE shall be based on the most current update of the Schedule.

1.6.9 A Three (3) week “Look Ahead Schedule,” detailed daily bar chart schedule shall be updated and issued weekly.

1.6.9.1 Look Ahead Schedule shall cover a twenty four (24) Day period, beginning with the week preceding the 6-week detailed look ahead.

1.6.9.2 Use the Contract Schedule as the basis for generating the 3-week detailed schedule.

1.6.9.3 Format:

1.6.9.3.1 Provide bar chart using same logic as Contract Schedule, with maximum fourteen (14) Day construction activity duration. Provide activity identification used on the accepted Contract Schedule.

1.6.9.3.2 Provide daily resource allocation for each trade.

1.6.9.3.3 Provide exact activity location for scheduled Work.

1.6.9.4 Provide information for each significant activity, with special care taken to describe scheduling and coordination with other contracts, including but not limited to utility shutdowns, road closures, etc.

1.6.9.5 Show the status of all outstanding and pending submittals including scheduled and actual submittal dates, the durations and expiration of submittal review periods, etc.

1.7 MONTHLY SCHEDULE UPDATE SUBMITTALS

1.7.1 Following acceptance of Design Builder’s Project Master Schedule, Design Development Schedule and Construction Schedule, Design Builder shall monitor progress of Work and update Schedules each month to reflect actual progress on each activity and any anticipated changes to planned activities. Monthly Schedule Updates shall include the following:

1.7.1.1 Design Builder's estimated percentage complete for each activity in progress.
1.7.1.2 Actual start/finish dates for all activities shown on initial Contract Schedule with all subsequent approved additions.

1.7.1.3 List of materials and/or equipment delivered for which Design Builder is requesting payment and original invoice verifying cost.

1.7.1.4 Identification of processing errors, if any, on the previous update reports.

1.7.1.5 Resolution of any conflicts between actual Work progress and schedule logic when out-of-sequence activities develop because of actual construction progress. Design Builder shall submit revisions to schedule logic to conform to current job status and directions, without changing original activity identification.

1.7.1.6 Each update shall include a written narrative report (as specified in Paragraph 1.12.1 below) with the updated progress analysis.

1.7.1.7 CPM Reports: Concurrent with CPM schedule, submit five (5) copies of each of the following computer-generated reports. Format for each activity in reports shall contain activity number, activity description, cost and resource loading, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float.

1.7.1.7.1 Provide printed report indicating actual versus planned resource loading for each trade and each activity. This report shall be provided on a monthly basis. Actual resource shall be accumulated in field by Design Builder, and shall be as noted on Design Builder’s daily reports. These reports will be the basis for information provided in monthly printed reports. Explain all variances and mitigation measures.

1.7.1.7.2 The Design Builder shall submit any other type of report as deemed necessary by the County, including a Cash Flow Analysis.

1.7.1.8 The updated Contract Schedule shall accurately represent the as-built condition of all completed Work and the percentage remaining of all in-progress Work activities as of the date of the updated Contract Schedule.

1.7.1.9 The updated Contract Schedule shall incorporate all changes mutually agreed upon by Design Builder and County during preceding periodic reviews, all changes resulting from Change Orders, all changes resulting from community stakeholder meetings and all remaining days of inclement weather and regulatory review durations.

1.7.1.10 Design Builder shall perform the Work in accordance with the updated Contract Schedule. Design Builder may change the Contract Schedule to
modify the order or sequence of accomplishing the Work only with the County’s prior agreement.

1.7.1.11 Within the first (1st) week of each month, the County will administer a monthly schedule update meeting. At or before the monthly schedule update meeting, Design Builder shall submit a monthly updated schedule indicating activity status through the end of the previous month. Design Builder shall include in the monthly updated schedule any proposed schedule revisions as outlined in paragraph 1.8 below.

1.7.1.12 Procedures for review and acceptance of the monthly updated schedule are outlined in paragraph 1.8 below.

1.7.1.13 No Application for Payment will be processed, nor shall any progress payments become due, except at Project close-out such that all remaining payments and retention other than retention withheld pursuant to state law will be paid within 60 days of project close-out, until updated Contract Schedules are accepted by the County’s Representative.

1.7.1.14 The accepted, updated Contract Schedule shall be the Contract Schedule of record for the period it is current and shall be the basis for payment during that period.

1.7.1.15 A CD ROM containing the complete Microsoft Project data for the Contract Schedule update and five (5) hard copies of computer-generated schedule and reports will be furnished to the County’s Representative for processing any application for payment. The Design Builder shall provide full access to electronic Primavera schedule or other approved schedule files for the County.

1.8 SCHEDULE REVISIONS

1.8.1 The County will administer a monthly schedule update meeting to review and discuss each monthly updated schedule submittal.

1.8.1.1 Included with each monthly updated schedule submittal, the Design Builder shall submit any proposed schedule revisions to the County’s Representative, including, but not limited to, the following:

1.8.1.1.1 Actual and anticipated duration changes including revisions due to inclement weather or regulatory agency review delays;
1.8.1.1.2 TIEs for Change Orders and Time Extension Request;
1.8.1.1.3 Submit schedule diagrams showing resolution of conflicts between actual Work progress and schedule logic when out-of-sequence activities develop because of actual construction progress. Design Builder shall submit revisions to schedule logic to conform to current job status and directions, without changing original activity identification;
1.8.1.1.4 Actual and anticipated Design Builder delays;
1.8.1.1.5 A narrative report with the updated progress analysis, which shall include, but shall not be limited to, a description of problem areas, current and anticipated delaying factors and their impacts, and explanations of corrective action taken and any proposed revisions for a Recovery Plan.

1.8.1.2 These meetings are considered a critical component of overall monthly schedule update submittal; accordingly, Design Builder shall ensure that appropriate personnel from its organization attend. At a minimum, Design Builder’s Representative and Scheduler shall attend these meetings.

1.8.2 Within seven (7) Days after the monthly schedule update meeting, the County will either accept the Schedule or reject the Schedule and provide comments, suggested changes, and revisions that must be addressed by the Design Builder to the satisfaction of the County. Design Builder shall correct and resubmit the Schedule within seven (7) Days.

1.8.3 The updating, changing, or revising of any report, curve, schedule or narrative submitted to County by Design Builder under this Contract, and County’s review or acceptance of any such report, curve, schedule, or narrative shall not have the effect of amending or modifying, in any way, Contract Time or milestone dates or of modifying or limiting, in any way, Design Builder’s obligations under this Contract.

1.8.4 For rejected schedule update resubmittals that the County considers close to resolution, the County may request further information and justification and Design Builder shall, within three (3) Days, provide County with a complete written narrative response to the County’s request discussing how the resubmittal addresses each of the remaining contract conformance deficiencies noted in the schedule update resubmittal.

1.8.5 If the County does not accept Design Builder’s schedule update resubmittal, and Design Builder disagrees with County’s position, Design Builder has seven (7) Days from receipt of County’s letter or email 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 County’s written rejection of a schedule revision shall constitute Design Builder’s acceptance of County’s position, and Design Builder thereby waives its rights to subsequently dispute or file a claim regarding the County’s position. If Design Builder files a timely response as provided in this paragraph, and the parties are still unable to agree, Design Builder’s sole right shall be to file a Claim as provided in Article 12 (Claims by Design Builder) of Section 00 72 53 (General Conditions).

1.9 RECOVERY SCHEDULE

1.9.1 If the Schedule Update or Look Ahead Schedule shows Project completion date fourteen (14) Days beyond the Contract Time, or any individual milestone completion dates, Design Builder shall within seven (7) Days, submit to County a Recovery Plan to recover the lost time. As part of this submittal, Design Builder shall provide a written narrative and a Recovery Schedule to recapture the lost time. The Recovery Plan shall propose
revisions to the Contract Schedule for the next 60-day period to show how the Design Builder intends to bring the Work back on schedule. If the Recovery Schedule includes sequence changes, Design Builder shall provide a schedule diagram comparing the original Design Builder sequence to the revised sequence of the Work. The Recovery Schedule shall show the intended critical path; secure appropriate Subcontractor and supplier consent to the Recovery Schedule; the narrative shall explain trade flow and construction flow changes, duration changes, added/deleted activities, critical path changes and identify all near critical paths and resource loading assumptions for all Subcontractors. The Recovery Plan shall also describe how the measures that the Design Builder intends to take to regain schedule compliance will be accomplished without additional cost to the County.

1.9.2 The Recovery Schedule shall not be incorporated into any Schedule update until County has reviewed the Recovery Schedule.

1.9.3 If County does not accept Design Builder’s Recovery Schedule, County and Design Builder shall follow the procedures in paragraphs 1.8.4 and 1.8.5 above.

1.9.4 At County’s discretion, Design Builder can be required to provide Subcontractor certifications for any Recovery Schedule affecting said Subcontractors.

1.9.5 Design Builder shall, at no cost to County, provide supervision, labor, equipment and materials, as necessary, to recover the lost time.

1.9.6 If Design Builder believes that any portion of the delay addressed in the Recovery Schedule is due to circumstances entitling Design Builder to additional time or money, it may seek a modification of the Contract Documents under Article 14 (Modifications of the Contract Documents) of Section 00 72 53 (General Conditions), or make a Claim for the same pursuant to Article 12 (Claims by Design Builder) of Section 00 72 53, and other applicable provisions of the Contract Documents.

1.10 TIME IMPACT EVALUATION FOR CHANGE ORDERS, AND OTHER DELAYS

1.10.1 Any request for an adjustment of the Contract Time for completion submitted by Design Builder for changes or alleged delays shall be accompanied by a complete Time Impact Evaluation (“TIE”) which includes both a written narrative and a hard and fully operational electronic copy of a schedule diagram depicting how the changed work affects other schedule activities. The schedule diagram must show how Design Builder proposes to incorporate the changed work in the schedule, and how it impacts the current schedule update critical path. Design Builder is also responsible for requesting time extensions based on the TIE’s impact on the critical path. The diagram must be tied to the main sequence of schedule activities to enable County to evaluate the impact of changed work to the scheduled critical path.

1.10.2 Design Builder shall comply with the requirements of Paragraph 1.10.1 for all types of delays such as, but not limited to, Design Builder/Subcontractor delays, asserted County
or third party caused delays, adverse weather delays, strikes, procurement delays, fabrication delays, etc.

1.10.3 Design Builder shall be responsible for all costs associated with the preparation of TIEs, and the process of incorporating them into the current schedule update. Design Builder shall provide County with an electronic copy and five (5) hardcopies of each TIE. Design Builder’s TIEs must be based on the as-built critical path. The TIE shall also show the as planned critical path.

1.10.4 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 County allows, and Design Builder may submit a Claim for additional time claimed by Design Builder as provided in Section 00 72 53 (General Conditions).

1.11 TIME EXTENSIONS

1.11.1 Design Builder is responsible for requesting Contract 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 accord with Section 00 72 53 (General Conditions).

1.11.2 Where an event for which either Design Builder or County is responsible impacts the projected Contract Time, Design Builder shall provide a written mitigation plan, including a schedule diagram, which explains how (e.g., increase crew size, overtime, etc.) the impact will be mitigated. Design Builder shall also include a detailed cost breakdown of the labor, equipment and material Design Builder would expend to mitigate the delay. Design Builder shall submit its mitigation plan to County within seven (7) Days from the date of discovery of said impact. Design Builder is responsible for the cost to prepare the mitigation plan.

1.11.3 Design Builder’s failure to request time, provide TIE, or provide the required mitigation plan will result in Design Builder waiving its right to a time extension, any claim related to the time extension, and costs to mitigate the delay.

1.11.4 Design Builder shall be responsible to provide timely and proper notice to the County of all impacts that could result in Contract Time extensions and shall comply with requirements as specified in Section 00 72 53 (General Conditions), Paragraph 4, Article 15.

1.11.5 No time will be granted under the Contract Documents for cumulative effect of impacts or changes.

1.11.6 County will not be obligated to consider any time extension request unless requirements of Contract Documents are complied with.

1.11.7 Failure of Design Builder to perform in accordance with the current schedule update shall not be excused by submittal of time extension requests.
1.12 PROJECT STATUS REPORTING

1.12.1 Monthly. In addition to submittal requirements for scheduling identified in this Section 01 32 16, provide a monthly project status report (i.e., written narrative report) to be submitted in conjunction with each Schedule as specified herein in electronic and hard copy. Reports shall be included as part of the monthly billing cycle. Written status reports shall include:

1.12.1.1 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.

1.12.1.2 Progress made on critical activities indicated on each Schedule, including inspections.

1.12.1.3 Explanations for any lack of work on critical path activities planned to be performed during last month.

1.12.1.4 Explanations for any schedule changes, including changes to logic or to activity durations.

1.12.1.5 List of critical activities scheduled to be performed during the next month.

1.12.1.6 Status of major material and equipment procurement.

1.12.1.7 Description of problem areas, current and anticipated delaying factors and their impacts, and an explanation of corrective action taken.

1.12.1.8 Any proposed revisions for a recovery plan.

1.12.1.9 Design Builder may include any other information pertinent to status of Project.

1.12.1.10 Design Builder shall produce additional status reports as requested by County at no additional cost.

1.12.1.11 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.

1.12.2 Daily Construction Reports: At the close of each workday Design Builder shall maintain a written log (on Design Builder’s County-approved form) of a description of work for the previous work-day. The log shall be kept at the job site and available for inspection by the County at any time. The log should include as appropriate the following:
1.12.2.1 List of subcontractors at Project site, including the introduction of any new subcontractors to the Project that day.
1.12.2.2 List of separate contractors at Project site.
1.12.2.3 Count of Design Builder personnel at Project site.
1.12.2.4 Equipment at Project site.
1.12.2.5 Material deliveries.
1.12.2.6 High and low temperatures and general weather conditions.
1.12.2.7 Rainfall, if any.
1.12.2.8 Total number of inclement weather days to date.
1.12.2.9 Accidents.
1.12.2.10 Meetings and significant decisions.
1.12.2.11 Unusual events (refer to special reports).
1.12.2.12 Stoppages, delays, shortages, and losses.
1.12.2.13 Meter readings and similar recordings.
1.12.2.14 Inspections
1.12.2.15 Emergency procedures.
1.12.2.16 Orders and requests of authorities having jurisdiction.
1.12.2.17 Change Orders received and implemented.
1.12.2.18 Services connected and disconnected.
1.12.2.19 Equipment or system tests and startups.
1.12.2.20 Partial Completions and occupancies.
1.12.2.21 Substantial Completions authorized.
1.12.2.22 Results of construction monitoring activities including, at a minimum:
1.12.2.23 Noise control
1.12.2.24 Dust control

1.12.3 Material Location Reports: At weekly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.

1.12.4 Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Include a detailed description of the differing conditions, together with recommendations for changing or proposed changes to the Construction Documents.

1.12.5 Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Design Builder's personnel, evaluation of results or effects, and similar pertinent information. Advise County in advance when these events are known or predictable.

PART 2 - PRODUCTS

Not used.
PART 3 - EXECUTION

Not used.

END OF SECTION

1593698.2
SECTION 01 43 39

MOCK-UPS

PART 1 - GENERAL

1.1 SUMMARY

1.1.1 This Section includes administrative and procedural requirements for the pre-construction and construction inspection of mock-ups.

1.1.2 Related sections include the following:

1.1.2.1 Section 01 11 13 (Work Covered By Contract Documents).

1.1.2.2 Section 01 33 00 (Submittal Procedures).

1.1.2.3 Section 01 45 00 (Quality Control).

1.1.2.4 General Conditions Section 9.6.1 of the Bridging Documents for specific test and inspection requirements and section 1.2.2 definitions below.

1.2 DEFINITIONS

1.2.1 Mock-ups: Full-size, physical assemblies that are constructed on-site and off-site to illustrate finished dimensions, colors, furnishings, equipment and materials as required. Mock-ups are used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples. Approved mock-ups establish the standard by which the Work will be judged.

1.2.2 Laboratory Mock-ups: Full-size, physical assemblies that are constructed at testing facility to verify performance characteristics. Include the following areas for partial exterior wall:

- The window in a cased opening.
- The condition where the floor line passes by the storefront.
- The offset condition.
- The storefront system with an openable window.
- The sill and jamb condition of the storefront.

1.3 REQUIREMENTS

1.3.1 Mock-up construction is required for the Project as specified above in section 1.2.2.
1.3.2 Requirements: Requirements of the mock-up are in two basic categories, both of which are intended to establish design intent has been met, establish review of basic quality control measures, and establish approval of installation means and methods by the County and Redevelopment Agency prior to mass construction:

1.3.2.1 Large Independent Structure: This mock-up consists of independent structures, preordered materials and trades required to complete the mock-up. It is the County’s intent to verify materials, system interfaces, and to establish the minimum quality that is required. These mock-ups are intended to be a part of the completed building or system within the building; they are not intended to replace the required product samples. Mock ups shall have the following requirements.

1.3.2.1.1 Mock-ups shall be post shop drawings review and prior to ordering of materials.

1.3.2.1.2 Exterior wall mock-ups are to be designed as a composite of conditions and interfaces of systems to allow the County, Construction Manager, and Design Builder to review actual construction sequencing, tolerances, quality control, installation methodology, back-up systems, flashing and counter flashing, finish appearance and other variables to maximize quality control and establish installation techniques prior to design completion, mass delivery, and ordering of components.

1.3.2.1.3 The main exterior mock-up shall consist of the components listed in paragraph 1.3.2.1 and 1.2.2 above as a minimum. The drawing showing all conditions for the mock-up shall be reviewed and approved by the County. The purpose of the Design Builder mock-up shall be to illustrate actual construction techniques and systems to be implemented on the Project.

1.3.2.1.4 Provide mock-up of all the design elements, systems, structure and materials that will compose the proposed facade.

1.3.2.2 Small Independent Structure: Miscellaneous components for this mock-up consist of independent structures, preordered materials and trades required to complete the mock-up. It is the County’s intent to verify materials, system interfaces, and to establish the minimum quality that is required with approval of the County prior to mass production/execution. It is also the County’s intent to have regulatory agencies and community stakeholders review for regulatory and Project intent compliance as required. Mock-ups are intended to be a part of the completed building or system within the building; they are not intended to replace the required product samples.
1.4 SUBMITTALS

1.4.1 Work Plan and Schedule: The Design Builder’s Project Manager in charge of Mock-ups shall submit a schedule for the construction of mock-ups for review and approval by the County prior to construction.

1.5 QUALITY ASSURANCE

1.5.1 Design Builder’s Project Manager: The Design Builder shall designate a Project Manager to oversee all work associated with this Section 01 43 39. The Project Manager will be the main contact throughout the process of building, revising, and approving all mock-ups.

1.5.2 Mock-ups: Before installing portions of the Work requiring mock-ups, build mock-ups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:

1.5.2.1 Build mock-ups full-size and in the location as indicated by the Design Builder and approved by the County’s Project Manager.

1.5.2.2 Notify County’s Project Manager 14 days in advance of dates and times when mock-ups will be constructed.

1.5.2.3 Demonstrate the proposed range of aesthetic effects and workmanship.

1.5.2.4 Obtain County Project Manager's approval of mock-ups before starting work, fabrication, or construction.

1.5.2.5 Maintain mock-ups during construction in an undisturbed condition as a standard for judging the completed Work.

1.5.2.6 Demolish and remove mock-ups when directed, unless otherwise indicated.

PART 2 - PRODUCTS

2.1 MATERIALS

2.1.1 Materials and finishes for mock-ups shall comply with the requirements specified in the various applicable sections of the specifications, and shall match previously submitted and approved samples.

2.1.2 Mock-ups shall incorporate all related construction materials and finishes upon the completed Work.
PART 3 - EXECUTION

3.1 MOCK-UP INSTALLATION

3.1.1 Mock-ups shall be constructed in accordance with the approved construction documents, specific mock-up drawings, and approved shop drawings and product data. If changes are required, the Design Builder shall complete modifications to all documents.

3.1.2 Mock-ups may be built off-site in a location secured by the Design Builder. Mock-ups shall be revised as required to achieve proper spatial and functionality goals outlined in the Bridging Documents.

3.1.3 Mock-ups shall be built "in place" as part of the permanent construction. Periodic inspections by the County and Design Builder will be made during the construction process to review the installation.

3.1.3.1 Insofar as possible, mock-ups shall illustrate contiguous materials and finishes, and be arranged in the same relationship, as they will appear in the finish construction.

3.1.3.2 Each kind of material shall be fabricated, installed and finished by the various subcontractors or others who will be furnishing and performing the Work in the permanent construction.

3.1.3.3 Protect and clean as required to leave the mock-up and adjacent areas in proper condition, upon completion of the Work.

3.1.3.4 Remedial measures, which may be necessary on mock-ups, shall maintain standards of quality and durability required by the Contract Documents, and shall be subject to approval by the County's Project Manager.

3.1.3.5 When so directed by the County's Project Manager, mock-ups shall be dismantled and the materials disposed of by the Design Builder.

3.1.3.6 Mock-ups shall be approved by the County's Project Manager, before materials are ordered for the Project.

3.2 MOCK-UP INSPECTION

3.2.1 Notify County's Project Manager at the start of construction of mock-ups and provide progress reports to allow the County's Project Manager to schedule inspections.

3.2.2 The County and other interested parties may visually examine the mock-ups during construction.

3.2.3 After approximately 50 percent of each mock-up has been built, request County Project Manager's preliminary review before completion. Incorporate visual and technical
changes or variations requested by the County’s Project Manager into mock-ups during their construction and prior to their completion, insofar as possible.

3.2.4 Obtain County Project Manager's acceptance of visual and technical qualities of mock-ups before commencing the corresponding Work for the Project. Revise the Construction Schedule, as needed, to reflect required mock-up revisions.

3.2.5 Should mock-ups fail to meet the County Project Manager's approval, they shall be taken down or dismantled, and reconstructed to the extent necessary, until acceptance has been obtained.

3.2.6 Time the completion and reworking of mock-ups necessary to obtain acceptance to avoid delay in the construction schedule of the Project. Update the Construction Schedule to reflect required revisions to mock-ups.

3.3 REPAIR AND PROTECTION

3.3.1 Retain, maintain, and protect the mock-ups during construction to serve as a standard for judging work incorporated into the Project.

3.3.2 Maintain mock-ups and surrounding site in a safe and clean condition. Repair any damage to mock-ups immediately upon occurrence.

3.4 REMOVAL

3.4.1 Remove mock-ups at the completion of the Work upon the authorization of the County’s Project Manager. Complete site work at the mock-up location in accordance with the Contract Documents.

END OF SECTION
SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

1.1.1 Section Includes:

1.1.1.1 Temporary Electricity
1.1.1.2 Temporary Communications
1.1.1.3 Temporary Water
1.1.1.4 Fences
1.1.1.5 Protection of Public and Private Property
1.1.1.6 Temporary Sanitary Facilities
1.1.1.7 Temporary Barriers and Enclosures
1.1.1.8 Water Control
1.1.1.9 Pollution Control
1.1.1.10 Construction Aids
1.1.1.11 Erosion Control
1.1.1.12 Noise Control
1.1.1.13 Traffic Control
1.1.1.14 Removal of Temporary Facilities and Controls

1.2 TEMPORARY ELECTRICITY

1.2.1 Design Builder shall provide, maintain, and pay for electrical power at the Site for construction purposes and for Design Builder’s trailers. Power may be obtained from County, but Design Builder must provide all necessary wiring and appurtenances for connection to County’s system. Design Builder must meter all connections to County’s system to determine usage rates.

1.2.2 For smaller loads, such as test equipment, work area lighting, and small hand tools, Design Builder can use available County electrical circuits following County approval in writing as specified in Section 01 14 00 (Construction Management Plan).

1.3 TEMPORARY COMMUNICATIONS

Provide, maintain, and pay for all applicable communications and data service connections (including without limitation telephone, facsimile, e-mail and internet) to field office commencing at time of Project mobilization, including all installation and connection charges. In addition, Design Builder shall provide, maintain and pay for a high speed internet service (such as DSL) at the Site.
1.4 TEMPORARY WATER

1.4.1 Provide, maintain, and pay for suitable quality water service required for construction operations.

1.4.2 All water required for and in connection with the Work, including without limitation for dust control, shall be furnished by and at the expense of Design Builder. Design Builder may be allowed to utilize water from the County, with County’s approval. However, County does not guarantee availability of this water. Design Builder will pay County prevailing rates per acre foot of water used. Design Builder shall furnish necessary pipe, hose, nozzles, meter, and tools and perform all necessary labor. Unnecessary waste of water will not be permitted. Special hydrant wrenches shall be used for opening and closing fire hydrants; in no case shall pipe wrenches be used for this purpose.

1.5 FENCES

1.5.1 All existing fences affected by the Work shall be maintained by Design Builder until Final Completion. Fences which interfere with construction operations shall not be relocated or dismantled until County gives written permission to do so, and the period the fence may be left relocated or dismantled has been agreed upon. Where fences must be maintained across the construction easement, adequate gates shall be installed. Gates shall be kept closed and locked at all times when not in use.

1.5.2 On completion of the Work across any tract of land, Design Builder shall restore all fences to their original condition and to their original locations.

1.6 PROTECTION OF PUBLIC AND PRIVATE PROPERTY

1.6.1 Design Builder shall protect, shore, brace, support, and maintain all underground pipes, conduits, drains, and other underground construction uncovered or otherwise affected by its construction operations. All pavement, surfacing, driveways, curbs, walks, buildings, utility poles, guy wires, fences, and other surface structures affected by construction operations, together with all sod and shrubs in yards, parkways, and medians, shall be restored to their original condition, whether within or outside the easement. All replacements shall be made with new materials.

1.6.2 Design Builder shall be responsible for all damage to streets, roads, highways, shoulders, ditches, embankments, culverts, bridges, and other public or private property, regardless of location or character, which may be caused by transporting equipment, materials, or workers to or from the Work, Site or any part thereof, whether by Design Builder or Subcontractors. Design Builder shall make satisfactory and acceptable arrangements with the County, or the agency or authority having jurisdiction over the damaged property, concerning its repair or replacement or payment of costs incurred in connection with the damage.

1.6.3 All fire hydrants and water control valves shall be kept free from obstruction and available for use at all times.
1.7 TEMPORARY SANITARY FACILITIES

1.7.1 Provide and maintain required temporary buildings with sanitary toilets for use of all workers. At a minimum, sanitary facilities shall be located at trailer site, staging area, and adjacent to work area.

1.7.2 Sanitary facilities shall be of reasonable capacity, properly maintained throughout the construction period, and obscured from public view to the greatest practical extent. If toilets of the chemically treated type are used, at least one toilet will be furnished for each twenty (20) persons. Design Builder shall enforce the use of such sanitary facilities by all personnel at the Site.

1.7.3 Comply with all minimum requirements of the Health Department or other public agency having jurisdiction; maintain in a sanitary condition at all times.

1.8 TEMPORARY BARRIERS AND ENCLOSURES

1.8.1 Provide barriers to prevent unauthorized entry to construction areas, to allow for County’s use of Site, and to protect existing facilities and adjacent properties from damage from construction operations.

1.8.2 Provide barricades required by governing authorities for public access to existing buildings.

1.8.3 Protect vehicular traffic, stored materials, Site, and structures from damage.

1.8.4 Provide Site Plan including off-site lay down and parking areas indicating construction fencing, location of construction gates, fire access gates and, locations of existing fire hydrants for approval by local Fire Department.

1.9 WATER CONTROL

1.9.1 Grade Site to drain.

1.9.2 Maintain excavations free of water.

1.9.3 Protect Site from puddling or running water.

1.9.4 Provide water barriers as required to protect Site from soil erosion.

1.9.5 Provide for drainage of storm water and such water as may be applied or discharged on the Site in performance of the Work. Drainage facilities shall be adequate to prevent damage to the Work, the Site, and adjacent property.

1.9.6 Clean, enlarge and/or supplement existing drainage channels and conduit as necessary to carry all increased runoff attributable to Design Builder’s operations. Construct dikes as necessary to divert increased runoff from entering adjacent property (except in natural channels), to protect County’s facilities and the Work, and to direct water to drainage channels or conduits. Provide ponding as necessary to prevent downstream flooding.
1.10 POLLUTION CONTROL

1.10.1 Design Builder shall prevent the pollution of drains and watercourses by sanitary wastes, sediment, debris, and other substances resulting from construction activities. No sanitary wastes shall be permitted to enter any drain or watercourse other than sanitary sewers. No sediment, debris, or other substance shall be permitted to enter sanitary sewers without authorization of the receiving sanitary sewer service, and all possible Best Management Practices (BMPs) shall be taken to prevent such materials from entering any drain to watercourse.

1.10.2 Design Builder shall implement BMPs during construction activities as specified in the California Storm Water Best Management Practices Handbook (Stormwater Quality Task Force, 1993) and/or the Manual of Standards for Erosion and Sediment Control Measures (ABAG, 1995). Erosion and sedimentation control practices shall include installation of silt fences, straw wattle, soil stabilization, revegetation, and runoff control to limit increases in sediment in stormwater runoff, including but not limited to, detention basins, straw bales, silt fences, check dams, geofabrics, drainage swales, and sand bag dikes.

1.10.3 In the event that dewatering of excavations is required, Design Builder shall obtain the necessary permits for discharge of the dewatering effluent from the local jurisdiction. Design Builder shall be responsible for assuring that water quality of such discharge meets the appropriate permit requirements prior to any discharge.

1.10.4 In the event that County is penalized, fined, or issued a notice of violation by any regulatory agency related to any illegal discharge or other pollution control or environmental regulation, Design Builder shall indemnify County, including payment of all attorney’s and experts fees and costs, related to the claim, penalty, or fine imposed upon the County.

1.11 CONSTRUCTION AIDS

1.11.1 Design Builder and/or its Subcontractors shall furnish, install, maintain, and operate all construction aids required by it and its Subcontractors in the performance of the Work, except as otherwise provided herein. Such construction aids shall include elevators and hoists, cranes, temporary enclosures, swing staging, scaffolding and temporary stairs. In the event of conflict, Design Builder furnishing the equipment shall determine priorities in the best interest of the Project.

1.11.2 When sandblasting, spray painting, spraying of insulation, or other activities inconveniencing or dangerous to property or the health of employees or the public are in progress, the area of activity shall be enclosed adequately to contain the dust, over-spray, or other hazard. In the event there are no permanent enclosures of the area, or such enclosures are incomplete or inadequate, Design Builder shall provide suitable temporary enclosures.

1.11.3 Temporary shoring and bracing of construction shall be provided wherever necessary and shall be adequate for all loads to which the structure may be subject during construction including seismic, wind, materials, equipment and operation of same. Leave temporary
shoring and bracing in place as long as may be required for safety. Contractor shall submit temporary shoring and bracing designs, including calculations, to structural engineer of record for review.

1.12 EROSION CONTROL

1.12.1 Design Builder shall prevent soil erosion on the Site and adjacent property resulting from its construction activities consistent with an approved Storm Water Pollution Prevention Plan ("SWPPP"). Effective measures shall be initiated prior to the commencement of clearing, grading, excavation, or other operations that will disturb the natural protection.

1.12.2 Work shall be scheduled to expose areas subject to erosion for the shortest possible time, and natural vegetation shall be preserved to the greatest extent practicable. Temporary storage and construction buildings shall be located, and construction traffic routed, to minimize erosion. Temporary fast-growing vegetation or other suitable ground cover shall be provided as necessary to control runoff.

1.12.3 In the event that County is penalized, fined, or issued a notice of violation by any regulatory agency related to any illegal discharge or violation related to Design Builder’s failure to adhere to the SWPPP, Design Builder shall indemnify County, including payment of all attorney’s and experts fees and costs, related to the claim, penalty, or fine imposed upon the County.

1.13 NOISE CONTROL

1.13.1 When required by OSHA Standards, construction workers shall be provided with ear protection to operate equipment.

1.13.2 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.

1.13.3 Ensure and provide certification to County that all construction equipment and vehicles used for the Work are:

   1.13.3.1 Maintained in good mechanical condition

   1.13.3.2 Equipped with properly installed engine mufflers

1.14 TRAFFIC CONTROL

1.14.1 All traffic associated with the construction, including without limitation delivery and mail trucks, shall enter Design Builder’s access gate and road. Design Builder shall provide signs directing construction and delivery traffic to this gate.
1.14.2 Design Builder shall take all necessary steps to minimize inconvenience to the general public throughout all work under this Contract. No driveways or private roads shall be blocked without notifying the property owner, and access must be restored during all non-working hours. Safe access must be maintained for pedestrian traffic throughout any public work area at all times.

1.14.3 At least one lane of traffic in each direction on all roads used on the Project must be kept open at all times unless prior approval is provided by the County and any affected agency. No roads shall be blocked or made inaccessible, due to Design Builder’s work, without prior written approval of the County and the affected agencies in the form of an encroachment permit. Design Builder shall not block or obstruct fire lanes at any time.

1.14.4 Traffic control shall be in accordance with the California Department of Transportation Traffic Manual. Design Builder shall submit its traffic control plans to the appropriate agency for approval prior to work or public streets. Traffic control shall include signs, warning lights, reflectors, barriers, and other necessary safety devices and measures, including sufficient flaggers to direct vehicular traffic through the construction areas. No material or equipment shall be stored/parked where it will interfere with the free and safe passage of public traffic, and at the end of each day’s work, and at other times when construction operations are suspended for any reason, Design Builder shall remove all equipment and other obstructions from the public right-of-way.

1.15 REMOVAL OF TEMPORARY FACILITIES AND CONTROLS

1.15.1 Remove temporary utilities, equipment, facilities, and materials prior to final inspection.

1.15.2 Remove underground installations.

1.15.3 Clean and repair damage caused by installation or use of temporary work.

1.15.4 Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.
DIVISION 01 GENERAL REQUIREMENTS

SECTION 01 61 00

PRODUCT REQUIREMENTS

Part 1 GENERAL

1.01 SECTION INCLUDES

A. General product requirements.
B. LEED-related product requirements.
C. Transportation, handling, storage and protection.
D. Product option requirements.
E. Procedures for Owner-supplied products.
F. Maintenance materials, including extra materials, spare parts, tools, and software.

1.02 REFERENCE STANDARDS


1.03 SUBMITTALS

A. Proposed Products List: Submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
   1. Submit within 15 days after date of the Notice to Proceed.
   2. For products specified only by reference standards, list applicable reference standards.
B. Product Data Submittals: Submit manufacturer’s standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers’ standard data to provide information specific to this Project.
C. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
D. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
   1. For selection from standard finishes, submit samples of the full range of the manufacturer’s standard colors, textures, and patterns.
E. LEED Submittals: Use forms provided.
PART 2 PRODUCTS

2.01 NEW PRODUCTS

A. Provide new products unless specifically required or permitted by the Contract Documents.

B. Do not use products having any of the following characteristics:
   1. Made using or containing CFC’s or HCFC’s.
   2. Made of wood from newly cut old growth timber.

C. Where all other criteria are met, Design-Builders shall give preference to products that:
   1. Are extracted, harvested, and/or manufactured closer to the location of the project.
   2. Have longer documented life span under normal use.
   3. Result in less construction waste.
   4. Are made of vegetable materials that are rapidly renewable.

D. Regionally-Sourced Products:
   1. Overall Project Requirements: Provide materials amounting to a minimum of 10 percent of the total value of all materials (excluding plumbing, HVAC, electrical, elevators, and other equipment) that have been extracted, harvested, or recovered, as well as manufactured, within a radius of 500 miles (535 km) from the project site.
      a. This provision is applicable to LEED Credit MR 5.1; show quantity where applicable per the Project’s LEED requirements (see Sections 00 43 94 and 00 43 94.01).
   2. Specific Product Categories: Provide regionally-sourced products as specified elsewhere.
   3. LEED Submittals: Indicate location of manufacture; in all cases indicate location of final assembly; for harvested products, indicate location of harvest; for extracted (i.e. mined) products, indicate location of extraction; for products involving multiple manufacturing steps, indicate all locations of manufacture or assembly; provide manufacturer or supplier certification of location information.

E. Products with Rapidly Renewable Material Content:
   1. Definition: Materials made from plants that are typically harvested within 10 years or less after planting.
   2. Overall Project Requirement: Provide materials amounting to a minimum of 2.5 percent of the total value of all materials and products used on the project.
      a. This provision is applicable to LEED Credit MR 6; show quantity where applicable per the Project’s LEED requirements (see Sections 00 43 94 and 00 43 94.01).
   3. Specific Product Categories: Provide renewable material content as specified elsewhere.
4. Calculations: Where information about renewable material content is required to be submitted and an item is not made completely of rapidly renewable material, calculate content by dividing the renewable material content by weight by the total weight of the item.

5. LEED Submittals: State unit cost, reviewable material content percentage, quantity installed, total material cost, and total reviewable material value; attach evidence of contents from either manufacturer or an independent agency.

F. Products with Recycled Content:

1. Overall Project Requirement: Provide products with recycled content such that the sum of post-consumer recycled content plus one-half of the post-industrial recycled content constitutes at least 5 percent of the total value of all products installed, except mechanical and electrical components.
   a. This provision is applicable to LEED Credit MR 4; show quantity where applicable per the Project’s LEED requirements (see Sections 00 43 94 and 00 43 94.01).

2. Specific Product Categories: Provide recycled content as specified elsewhere;

3. Calculations: Where information about recycled content is required to be submitted:
   a. Determine percentage of post-consumer and post-industrial content separately.

4. LEED Submittals: State unit cost, post-consumer and post-industrial content percentages, quantity installed, total material cost, and total recycled content value; attach evidence of contents from either manufacturer or an independent agency.

G. Sustainably Harvested Wood:

1. Definition: Wood-based materials include but are not limited to structural framing, dimension lumber, flooring, wood doors, finishes, and furnishings that are permanently installed in the project. Wood and wood-based products not permanently installed in the project are not included in the definition.

2. Overall Project Requirement: Provide a minimum of 50 percent of all wood-based materials made of sustainably harvested wood.
   a. This provision is applicable to LEED Credit MR 6/7; show quantity where applicable per the Project’s LEED requirements (see Sections 00 43 94 and 00 43 94.01).

3. Specific Wood-Based Fabrications: Fabricate of sustainably harvested wood when so specified elsewhere.

4. Certification: Provide wood certified or labeled by an organization accredited by one of the following:
5. LEED Submittals: State unit cost of each wood-based item, quantity installed, quantity certified as sustainably harvested, total wood-based material cost, and total sustainably harvested value; provide letter of certification signed by supplier of each item, indicated compliance with the specified requirements and identifying the certifying organization.
   a. Include the certifying organization’s certification numbers for each certified product, itemized on a line-item basis.
   b. Attach copies of invoices bearing the certifying organization’s certification numbers.

H. Provide interchangeable components of the same manufacture for components being replaced.

I. Motors: Refer to Section 22 05 13, NEMA MG 1 Type. Specific motor type is specified in individual specification sections.

J. Wiring Terminations: Provide terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated. Size terminal lugs to NFPA 70, include lugs for terminal box.

K. Cord and Plug: Provide minimum 6 foot (2 m) cord and plug including grounding connector for connection to electric wiring system. Cord of longer length is specified in individual specification sections.

2.02 PRODUCT OPTIONS
A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

2.03 MAINTENANCE MATERIALS
A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
B. Deliver to Project site; obtain receipt to prior to final payment.

PART 3 EXECUTION
3.01 COUNTY-SUPPLIED PRODUCTS
A. COUNTY’s Responsibilities:
   1. Arrange for and deliver County reviewed shop drawings, product data, and samples, to Design-Builder.
   2. Arrange and pay for product 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.

C. Design-Builder’s Responsibilities:

1. Review County reviewed shop drawings, product data, and samples.

2. Receive and unload products at site; inspect for completeness or damage jointly with County.

3. Handle, store, install and finish products.

4. Repair or replace items damaged after receipt.

3.02 TRANSPORTATION AND HANDLING

A. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.

B. Transport and handle products in accordance with manufacturer’s instructions.

C. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.

D. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.

E. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

F. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.03 STORAGE AND PROTECTION

A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.

B. Store and protect products in accordance with manufacturers’ instructions.

C. Store with seals and labels intact and legible.

D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.

E. Fore exterior storage of fabricated products, place on sloped supports above ground.

F. Provide bonded off-site storage and protection when site does not permit on-site storage or protection.

G. Cover products subject to deterioration with impervious sheet covering. Proving ventilation to prevent condensation and degradation of products.

H. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
I. Prevent contact with material that may cause corrosion, discoloration, or staining.

J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.

K. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

1581863.3
SECTION 01 71 23

FIELD ENGINEERING

PART 1 - GENERAL

1.1 SUMMARY

1.1.1 This section describes field engineering services to be done by Design Builder and by County, and procedures to accomplish these services.

1.1.2 Related Documents.

1.1.2.1 Section 00 31 30 00 (Existing Site Conditions)

1.1.3 Related Sections.

1.1.3.1 Section 01 11 13 (Work Covered by Contract Documents).

1.1.3.2 Section 01 11 20 (Design Development and Deliverables).

1.1.3.3 Section 01 31 19 (Project Meetings).

1.2 RESPONSIBILITIES

1.2.1 Design Builder shall provide field engineering services; establish grades, lines, and levels for Work by use of recognized engineering survey practices.

1.2.2 Design Builder shall employ California licensed civil engineer or land surveyor for horizontal and vertical control.

1.2.3 County will provide reference points for horizontal and vertical control and shall provide starting points for the Work.

1.3 PROCEDURES

1.3.1 Design Builder shall request assistance from County two (2) Business Days prior to date assistance is required.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION
SECTION 01 77 00

CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

1.1.1 This section describes contract closeout procedures including:

1.1.1.1 Removal of temporary construction facilities
1.1.1.2 Substantial completion
1.1.1.3 Final completion
1.1.1.4 Final cleaning
1.1.1.5 Project record documents
1.1.1.6 Material, equipment and finish data
1.1.1.7 Project guarantee
1.1.1.8 Warranties
1.1.1.9 Turn-in
1.1.1.10 Release of claims
1.1.1.11 Guaranty and Maintenance Bonds

1.2 REMOVAL OF TEMPORARY CONSTRUCTION FACILITIES

1.2.1 Remove temporary materials, equipment, services, and construction prior to Substantial Completion inspection. Temporary construction facilities to be removed upon Final Completion.

1.2.2 Clean and repair damage caused by installation or use of temporary facilities.

1.2.3 Restore permanent facilities used during construction to specified condition.

1.3 SUBSTANTIAL COMPLETION

1.3.1 When Design Builder considers Work or designated portion thereof as substantially complete, submit written notice, with list of items to be completed or corrected. The term “Substantial Completion” is defined in Section 01 42 16 (Definitions).
1.3.2 Within reasonable time, County will inspect to determine status of completion.

1.3.3 Should County determine that Work is not substantially complete, County will promptly notify Design Builder in writing, and will submit a list of all defects and omissions.

1.3.4 Design Builder shall remedy deficiencies and send a second written notice of substantial completion. County will reinspect the Work. If deficiencies previously noted are not corrected on reinspection, then Design Builder shall pay the cost of the reinspection.

1.3.5 When County concludes that Work is substantially complete, County will issue a Certificate of Substantial Completion, accompanied by Design Builder's list of items to be complete or corrected as verified and/or added to by County.

1.3.6 Manufactured units, equipment and systems that require startup and functional testing must have been started up, run, and tested for periods prescribed by County before a Certificate of Substantial Completion will be issued. The term “Substantial Completion” is defined in Section 01 42 16 (Definitions).

1.4 FINAL COMPLETION

1.4.1 Final Completion is defined in Section 01 42 16 (Definitions). Design Builder must meet all requirement of Final Acceptance as defined in Section 01 42 16 in order to achieve Final Completion. When Design Builder considers Work is finally complete, it shall submit written certification that:

1.4.1.1 Design Builder has inspected Work for compliance with the Contract Documents, and all requirements for Final Acceptance have been met.

1.4.1.2 The Work, except for Design Builder maintenance after Final Acceptance, has been completed in accordance with the Contract Documents and deficiencies listed with the Certificate of Substantial Completion have been corrected. Equipment and systems have been tested in the presence of County’s representative, and are operative.

1.4.1.3 The Work is complete and ready for final inspection.

1.4.2 In addition to submittals required by conditions of the Contract Documents, Design Builder shall provide submittals required by governing authorities and submit final statement of accounting giving total adjusted Contract Sum, previous payments, and sum remaining due.

1.4.3 When County finds the Work is acceptable and final submittal is complete, County will issue final change order reflecting approved adjustments to Contract Sum not previously made by Change Order.

1.4.3.1 Should County determines that the Work is incomplete or defective:
1.4.3.1.1 County promptly will so notify Design Builder, in writing, and will submit a list of the incomplete or defective items.

1.4.3.1.2 Design Builder shall promptly remedy the deficiencies and notify County when the Work is ready for reinspection.

1.4.3.1.3 When County determines that the Work is acceptable under the Contract Documents, County will request Design Builder to make closeout submittals.

1.5 FINAL CLEANING

1.5.1 Cleaning: Employ professional cleaners for final cleaning. Comply with manufacturer’s written instructions.

1.5.2 Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for any phase of Project:

1.5.2.1 Clean Project site, yard, and grounds in areas disturbed by construction activities including landscape development areas, of rubbish, waste material, litter, and other foreign substances.

1.5.2.2 Sweep paved areas broom clean preceded with rinsing off by fire hose or water truck. Remove petrochemical spills, stains, and other foreign deposits.

1.5.2.3 Rake grounds that are neither planted nor paved to a smooth, even-textured surface.

1.5.2.4 Remove tools, construction equipment, machinery, and surplus material from Project site.

1.5.2.5 Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.

1.5.2.6 Horizontal surfaces: All horizontal surfaces must be dusted and/or washed until free of dust and grime.

1.5.2.7 Furnishings and equipment:

1.5.2.7.1 Remove all gum and sticky substances from all surfaces. Wash all furniture and equipment with a neutral cleaner. Use specialized cleaner appropriate for wood and/or excessively dirty surfaces.

1.5.2.7.2 Walls: Wash all wall surfaces with detergent and water.
1.5.2.7.3 All restroom walls to be washed with a disinfectant cleaner.

1.5.2.7.4 Doors: Wash all doors, frames and hardware.

1.5.2.8 Floors:

1.5.2.8.1 Clean and finish flooring using appropriate procedures and finishes/sealers per manufacturers recommendations. Newly installed resilient floors or linoleum must have seams welded all surface mastic removed, allowed to set for time recommended by manufacturer of mastic prior to final finish application.

1.5.2.8.2 Concrete Floors - Scrub using water and detergent.

1.5.2.8.3 Ceramic Floors – Clean and apply sealer per manufacturer’s recommendations

1.5.2.9 RESTROOMS Restrooms: Thoroughly clean and disinfect all surfaces and fixtures.

1.5.2.10 Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.

1.5.2.11 Sweep concrete floors broom clean preceded by wet mopping in unoccupied spaces.

1.5.2.12 Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.

1.5.2.13 Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.

1.5.2.14 Remove labels that are not permanent.

1.5.2.15 Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.

1.5.2.16 Do not paint over “UL” and similar labels, including mechanical and electrical nameplates.

1.5.2.17 Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
1.5.2.18 Replace parts subject to unusual operating conditions.

1.5.2.19 Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.

1.5.2.20 Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.

1.5.2.21 Clean ducts, blowers, and coils if units were operated without filters during construction.

1.5.2.22 Clean all new and existing light fixtures, lamps, globes, and reflectors to function with full efficiency.

1.5.2.23 Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

1.5.2.24 Ensure that Project is clean and ready for occupancy.

1.6 MATERIAL, EQUIPMENT AND FINISH DATA

1.6.1 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 inches by 11 inches three-ring binders with durable plastic covers to County for its records.

1.7 MISCELLANEOUS PROJECT RECORD SUBMITTALS

1.7.1 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 County for its records.

1.8 PROJECT GUARANTEE

1.8.1 Requirements for Design Builder’s guarantee of completed Work are included in Article 9 (Warranty, Guarantee, and Inspection of Work) of Section 00 72 53 (General Conditions). Design Builder shall 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 two years from date of Final Acceptance.

1.8.2 Neither recordation of final acceptance nor final certificate for payment nor provision of the Contract nor partial or entire use or occupancy of premises by County shall constitute acceptance of Work not done in accordance with Contract Documents nor relieve Design
Builder of liability with respect to express warranties or responsibility for faulty materials or workmanship.

1.8.3 County may make repairs to defective Work as set forth in Article 9 (Warranty, Guarantee, and Inspection of Work) of Section 00 72 53 (General Conditions) if, within five (5) Business Days after mailing of written notice of defective work to Design Builder or authorized agent, Design Builder neglects to make or undertake repair with due diligence; provided, however, that in case of leak or emergency where, in opinion of County, delay would cause hazard to health or serious loss or damage, repairs may be made without notice being sent to Design Builder, and Design Builder shall pay the cost thereof.

1.8.4 If, after installation, operation or use of materials or equipment to be furnished under the Contract Documents proves to be unsatisfactory to County, County shall have right to operate and use materials or equipment until it can, without damage to County, 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.

1.8.5 Nothing in this Section shall be construed to limit, relieve or release Design Builder’s, Subcontractors’ and equipment suppliers’ liability to County for damages sustained as the result of latent defects in equipment caused by negligence of suppliers’ agents, employees or Subcontractors. Warranty contained in the Contract Documents shall not amount to, nor shall it be deemed to be, waiver by County 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.

1.9 WARRANTIES

1.9.1 Execute Design Builder’s submittals and assemble warranty documents, and operations and maintenance manuals, executed or supplied by Subcontractors, suppliers, and manufacturers.

1.9.1.1 Provide table of contents and assemble in 8-1/2 inches by 11 inches three-ring binder with durable plastic cover, appropriately separated and organized.

1.9.1.2 Assemble in Specification Section order.

1.9.1.3 Provide two copies of completed warranty binders.

1.9.2 Submit material prior to final application for payment.

1.9.2.1 For equipment put into use with County’s permission during construction, submit within twenty (20) Business Days after first operation.
1.9.2.2 For items of Work delayed materially beyond Date of Substantial Completion, provide updated submittal within ten (10) Business Days after acceptance, and list date of acceptance as start of warranty period.

1.9.3 Warranties are intended to protect County against failure of work and against deficient, defective and faulty materials and workmanship, regardless of sources.

1.9.4 Limitations: Warranties are not intended to cover failures that result from the following:

1.9.4.1 Unusual or abnormal phenomena of the elements

1.9.4.2 Vandalism after substantial completion

1.9.4.3 Insurrection or acts of aggression including war

1.9.5 Related Damages and Losses: Remove and replace Work which is damaged as the result of defective Work, or which must be removed and replaced to provide access for correction of warranted Work.

1.9.6 Warranty Reinstatement: After correction of warranted Work, where the correction requires replacement of a major component of equipment or more than ten percent (10%) of work area, reinstate warranty for corrected Work to date of original warranty expiration or to a date not less than three hundred sixty-five (365) Days after corrected Work was done, whichever is later for the effected equipment or area.

1.9.7 Replacement Cost: Replace or restore failing warranted items without regard to anticipated useful service lives.

1.9.8 Warranty Forms: Submit drafts to County for approval prior to execution. Forms shall not detract from or confuse requirements or interpretations of the Contract Documents.

1.9.8.1 Warranty shall be countersigned by manufacturers.

1.9.8.2 Where specified, warranty shall be countersigned by Subcontractors and installers.

1.9.9 Rejection of Warranties: County reserves right to reject unsolicited and coincidental product warranties which detract from or confuse requirements or interpretations of Contract Documents.

1.9.10 Term of Warranties: For materials, equipment, systems and workmanship warranty period shall be one two (42) years minimum from date of Substantial Completion, as defined in Section 01 42 16 (Definitions), except where:

1.9.10.1 Detailed specifications for certain materials, equipment or systems require longer warranty periods.
1.9.10.2 Materials, equipment or systems are put into beneficial use of County prior to Final Completion as agreed to in writing by County.

1.9.11 Warranty of Title: No material, supplies, or equipment for Work under the Contract Documents 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 County 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 the Contract Documents 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 County.

1.10 TURN-IN

1.10.1 The Contract Documents will not be closed out and final payment will not be made until all personnel Identification Media, vehicle permits and keys issued to Design Builder during prosecution of Work are returned to County.

1.11 RELEASE OF CLAIMS

1.11.1 The Contract Documents will not be closed out and final payment will not be made until Section 00 65 10 (Agreement and Release of Any and All Claims) is completed and executed by Design Builder and County.

1.12 FIRE INSPECTION COORDINATION

1.12.1 Design Builder shall coordinate fire inspection and secure sufficient notice to County to permit convenient scheduling, if necessary.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION1578757.5

1578757.4
DIVISION 01 GENERAL REQUIREMENTS

SECTION 01 78 23

OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 SUMMARY

1.1.1 This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:

1.1.1.1 Operation and maintenance documentation directory.

1.1.1.2 Emergency manuals.

1.1.1.3 Finishes maintenance manuals for the care and maintenance of products, materials, and finishes.

1.1.1.4 Operation and maintenance manuals for systems, subsystems, and equipment.

1.1.2 Related Sections include the following:

1.1.2.1 Section 01 33 00 (Submittal Procedures) for submitting copies of submittals for operation and maintenance manuals.

1.1.2.2 Section 01 78 39 (Project Record Documents) for preparing Record Drawings for operation and maintenance manuals.

1.1.2.3 Divisions 2 through 16 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

1.2 DEFINITIONS

1.2.1 System: An organized collection of parts, equipment, or subsystems united by regular interaction.

1.2.2 Subsystem: A portion of a system with characteristics similar to a system.

1.3 SUBMITTALS

1.3.1 Each phase of the Project shall be considered a separate submittal for the purposes of this section.

1.3.2 Initial Submittal: Submit two draft copies of each manual at least forty-five (45) Days before requesting inspection for Substantial Completion. Submittal shall include a
complete operation and maintenance directory. County will return one copy of draft and mark whether general scope and content of manual are acceptable.

1.3.2.1 **Electronic Format:** Where available in electronic format, submit one (1) draft copy of each manual in computerized compact disk (CD’s) of material and finish data.

1.3.3 **Final Submittal:** Submit two copies of each manual in final form at least thirty (30) Days before final inspection. County will return copy with comments within fifteen (15) Days after final inspection.

1.3.3.1 Correct or modify each manual to comply with County’s comments. Submit four copies of each corrected manual within ten (10) Days of receipt of County’s comments.

1.3.3.2 **Electronic Format:** Where available in electronic format, submit one (1) final copy of each manual in computerized compact disk (CD’s) of material and finish data.

1.4 **COORDINATION**

1.4.1 Where operation and maintenance documentation includes information on installations by more than one factory-authorized service representative, assemble and coordinate information furnished by all representatives and prepare manuals.

**PART 2 - PRODUCTS**

2.1 **OPERATION AND MAINTENACE DOCUMENTATION DIRECTORY**

2.1.1 **Organization:** Include a section in the directory for each of the following:

2.1.1.1 List of systems and subsystems.

2.1.1.2 List of equipment.

2.1.1.3 Tables of contents.

2.1.2 **List of Systems and Subsystems:** List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.

2.1.3 **List of Equipment:** List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.

2.1.4 **Tables of Contents:** Include a table of contents for each emergency, operation, and maintenance manual.

2.1.5 **Identification:** In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation.
used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, *Preparation of Operating and Maintenance Documentation for Building Systems*.

2.2 **MANUALS, GENERAL**

2.2.1 **Organization:** Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:

2.2.1.1 Title page.

2.2.1.2 Table of contents.

2.2.1.3 Manual contents.

2.2.2 **Title Page:** Enclose title page in transparent plastic sleeve. Include the following information:

2.2.2.1 Subject matter included in manual.

2.2.2.2 Name and address of Project.

2.2.2.3 Date of submittal.

2.2.2.4 Name, address, and telephone number of Design Builder.

2.2.2.5 Name and address of responsible Design Professional.

2.2.2.6 Cross-reference to related systems in other operation and maintenance manuals.

2.2.2.7 Volume number (e.g. Volume 1 of 10)

2.2.3 **Table of Contents:** List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

2.2.3.1 If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

2.2.4 **Manual Contents:** Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

2.2.4.1 Binders: Heavy-duty, 3-ring “D” ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch
paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.

2.2.4.1.1 If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.

2.2.4.1.2 Identify each binder on front and spine, with printed title “OPERATION AND MAINTENANCE MANUAL,” Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets (e.g. Volume 1 of 10).

2.2.4.2 Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.

2.2.4.3 Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.

2.2.4.4 Supplementary Text: Prepared on 8-1/2-by-11-inch white bond paper.

2.2.4.5 Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.

2.2.4.5.1 If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.

2.2.4.5.2 If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.2.4.5.3 Use of photographs instead of drawings to demonstrate unusual installations is acceptable.

2.3 EMERGENCY MANUALS

2.3.1 Content: Organize manual into a separate section for each of the following:

2.3.1.1 Type of emergency.

2.3.1.2 Emergency instructions.
2.3.1.3 Emergency procedures.

2.3.2 Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:

2.3.2.1 Fire.
2.3.2.2 Flood.
2.3.2.3 Gas leak.
2.3.2.4 Water leak.
2.3.2.5 Power failure.
2.3.2.6 Water outage.
2.3.2.7 System, subsystem, or equipment failure.
2.3.2.8 Chemical release or spill.
2.3.2.9 Occupant stuck in elevator.

2.3.3 Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of County’s operating personnel for notification of installer, supplier, and manufacturer to maintain warranties.

2.3.4 Emergency Procedures: Include the following, as applicable:

2.3.4.1 Instructions on stopping.
2.3.4.2 Shutdown instructions for each type of emergency.
2.3.4.3 Operating instructions for conditions outside normal operating limits.
2.3.4.4 Required sequences for electric or electronic systems.
2.3.4.5 Special operating instructions and procedures.

2.4 PRODUCT FINISHES MAINTENANCE MANUAL

2.4.1 Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

2.4.2 Source Information: List each product included in manual, identified by product name and arranged to match Project Manual (Specifications) table of contents. For each
product, list name, address, and telephone number of installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

2.4.3 **Product Information:** Include the following, as applicable:

2.4.3.1 Product name and model number.
2.4.3.2 Manufacturer’s name.
2.4.3.3 Color, pattern, and texture.
2.4.3.4 Material and chemical composition.
2.4.3.5 Reordering information for specially manufactured products.

2.4.4 **Maintenance Procedures:** Include manufacturer’s written recommendations and the following:

2.4.4.1 Inspection procedures.
2.4.4.2 Types of cleaning agents to be used and methods of cleaning.
2.4.4.3 List of cleaning agents and methods of cleaning detrimental to product.
2.4.4.4 Schedule for routine cleaning and maintenance.
2.4.4.5 Repair instructions.

2.4.5 **Repair Materials and Sources:** Include lists of materials and local sources of materials and related services.

2.4.6 **Warranties and Bonds:** Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

2.4.6.1 Include procedures to follow and required notifications for warranty claims.

2.5 **SYSTEMS AND EQUIPMENT OPERATION AND MAINTENANCE MANUAL**

2.5.1 Manual shall be provided in the following volumes to match the department. Some information shall be provided in more than one volume. Final contents shall be as directed by the County’s Representative. The following list may not include all equipment on the project.

2.5.1.1 Distribution shall be:—All shall be delivered to the County’s Project Manager by signed transmittal.
2.5.1.1.1 One (1) hard copy and one scanned electronic copy on CD copy to the Director of the Engineering Department.

2.5.1.1.1 Two (2) copies to the Department listed below:

2.5.1.1.1.1 One (1) copy to the County’s project record files.

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<thead>
<tr>
<th>No.</th>
<th>Department</th>
<th>Description of contents</th>
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<tbody>
<tr>
<td>1</td>
<td>BUILDING ENGINEER</td>
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<td>2</td>
<td>BUILDING MAINTENANCE</td>
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<td>3</td>
<td>BUILDING SYSTEMS</td>
<td>Fire Alarm</td>
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<td>EH&amp;S</td>
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<td>5</td>
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<td>LOCK Shop</td>
<td>Door Hardware</td>
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<td>Department</td>
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<td>10</td>
<td>PLUMBING Shop</td>
<td>Water heater gas/electric</td>
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<td>DHW recirc—Pump</td>
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<td>Sump pumps</td>
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<td>Plumbing fixtures</td>
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<td>Electrical water cooler and drinking fountains</td>
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<td>Backflow Preventors</td>
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<td>Fire Suppression Sprinkler System</td>
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<td>Fire Pump</td>
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<td>Domestic water booster pumps</td>
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2.5.1.1 **Content:** For each system, subsystem, and piece of equipment not part of a system, include operation data, source information, manufacturers’ maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below. In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:

2.5.1.2 System, subsystem, and equipment descriptions.

2.5.1.3 Performance and design criteria.

2.5.1.4 Operating standards.

2.5.1.5 Operating procedures.

2.5.1.6 Operating logs.

2.5.1.7 Wiring diagrams.

2.5.1.8 Control diagrams.

2.5.1.9 Piped system diagrams.

2.5.1.10 Precautions against improper use.

2.5.1.11 License requirements including inspection and renewal dates.
2.5.2 Descriptions: Include the following:

2.5.2.1 Product name and model number.

2.5.2.2 Manufacturer’s name.

2.5.2.3 Equipment identification with serial number of each component.

2.5.2.4 Equipment function.

2.5.2.5 Operating characteristics.

2.5.2.6 Limiting conditions.

2.5.2.7 Performance curves.

2.5.2.8 Engineering data and tests.

2.5.2.9 Complete nomenclature and number of replacement parts.

2.5.3 Operating Procedures: Include the following, as applicable:

2.5.3.1 Startup procedures.

2.5.3.2 Equipment or system break-in procedures.

2.5.3.3 Routine and normal operating instructions.

2.5.3.4 Regulation and control procedures.

2.5.3.5 Instructions on stopping.

2.5.3.6 Normal shutdown instructions.

2.5.3.7 Seasonal and weekend operating instructions.

2.5.3.8 Required sequences for electric or electronic systems.

2.5.3.9 Special operating instructions and procedures.

2.5.4 Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

2.5.5 Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.5.6 Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual’s table of contents.
For each product, list name, address, and telephone number of installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

2.5.7 Manufacturers’ Maintenance Documentation: Manufacturers’ maintenance documentation including the following information for each component part or piece of equipment:

2.5.7.1 Standard printed maintenance instructions and bulletins.

2.5.7.2 Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.

2.5.7.3 Identification and nomenclature of parts and components.

2.5.7.4 List of items recommended to be stocked as spare parts.

2.5.8 Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:

2.5.8.1 Test and inspection instructions.

2.5.8.2 Troubleshooting guide.

2.5.8.3 Precautions against improper maintenance.

2.5.8.4 Disassembly; component removal, repair, and replacement; and reassembly instructions.

2.5.8.5 Aligning, adjusting, and checking instructions.

2.5.9 Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.

2.5.9.1 Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.

2.5.9.2 Maintenance and Service Record: Include manufacturers’ forms for recording maintenance.

2.5.10 Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers’ maintenance documentation and local sources of maintenance materials and related services.

2.5.11 Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
2.5.12 Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

2.5.12.1 Include procedures to follow and required notifications for warranty claims.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

3.1.1 Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.

3.1.2 Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by County’s operating personnel for types of emergencies indicated.

3.1.3 Product Finishes Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

3.1.4 Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.

3.1.4.1 Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.

3.1.4.2 Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by County’s operating personnel.

3.1.5 Manufacturers’ Data: Where manuals contain manufacturers’ standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

3.1.5.1 Prepare supplementary text if manufacturers’ standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.

3.1.6 Drawings: Prepare drawings supplementing manufacturers’ printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.
3.1.6.1 Comply with requirements of Record Shop Drawings in Division 1 Section “Project Record Documents.”

END OF SECTION

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SECTION 01 79 00

DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 SUMMARY

1.1.1 This Section includes administrative and procedural requirements for instructing County’s personnel, including the following:

1.1.1.1 Demonstration of operation of systems, subsystems, and equipment.

1.1.1.2 Training in operation and maintenance of systems, subsystems, and equipment.

1.1.1.3 Demonstration and training DVDs.

1.1.2 Related Sections include the following:

1.1.2.1 Section 01 31 00 (Project Management and Coordination) for requirements for preinstruction conferences.

1.1.2.2 Divisions 2 through 33 Sections for specific requirements for demonstration and training for products in those Sections.

1.2 SUBMITTALS

1.2.1 Each Project shall be considered a separate submittal for the purpose of this section.

1.2.1 Instruction Program: Submit four copies of Basic System Training Schedule form with the outline of instructional program for demonstration and training, including a schedule of proposed dates, times, length of instruction time, and instructors’ names for each training module. Include learning objective and outline for each training module.

1.2.1.1 At completion of training, submit two complete training manual(s) for County’s use.

1.2.1.2 Electronic Format: Where available in electronic format, submit copies of each manual in computerized compact disk (CD’s).

1.2.2 Qualification Data: For instructor.

1.2.3 Attendance Record: For each training module, submit list of participants and length of instruction time.
1.3 QUALITY ASSURANCE

1.3.1 Instructor Qualifications: A factory-authorized service representative experienced in operation and maintenance procedures and training.

1.3.2 Preinstruction Conference: Conduct conference at Project site to comply with requirements in Section 01 31 00 (Project Management and Coordination). Review methods and procedures related to demonstration and training including, but not limited to, the following:

   1.3.2.1 Inspect and discuss locations and other facilities required for instruction.

   1.3.2.2 Review and finalize instruction schedule and verify availability of educational materials, instructors’ personnel, and facilities needed to avoid delays.

   1.3.2.3 Review required content of instruction.

   1.3.2.4 For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

1.4 COORDINATION

1.4.1 Coordinate instruction schedule with County’s operations. Adjust schedule as required to minimize disrupting County’s operations.

1.4.2 Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.

1.4.3 Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by County’s Representative.

PART 2 - PRODUCTS

2.1 INSTRUCTION PROGRAM

2.1.1 Program Structure: Develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections. Systems and equipment listed below are minimum examples that might apply to the project. Revise to suit Project:

   2.1.1.1 Motorized doors, such as overhead coiling doors, overhead coiling grilles, operable partitions, and automatic entrance doors.

   2.1.1.2 Equipment, such as projection screens, audio and video production and editing, RF detection, and food-service equipment.
2.1.1.3 Fire-protection systems, such as fire alarm, fire pumps, fire-extinguishing, and any other fire/life safety systems.

2.1.1.4 Conveying systems, such as elevators.

2.1.1.5 Heat generation, such as boilers, feedwater equipment, pumps, steam distribution piping and water distribution piping.

2.1.1.6 Refrigeration systems, such as chillers, cooling towers, condensers, pumps and distribution piping.

2.1.1.7 HVAC systems, such as air-handling equipment, air distribution systems, and terminal equipment and devices.

2.1.1.8 HVAC instrumentation and controls.

2.1.1.9 Electrical service and distribution, such as transformers, switchboards, panel boards and motor controls.

2.1.1.10 Packaged engine generators, such as transfer switches.

2.1.1.11 Lighting equipment and controls.

2.1.1.12 Communication systems, such as intercommunication, public address, intrusion, card reader access, video surveillance, clocks and programming, voice and data, and television equipment.

2.1.1.13 Irrigation controls

2.1.1.14 Motorized sun shades

2.1.2 Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following:

2.1.2.1 Basis of System Design, Operational Requirements, and Criteria: Include the following:

2.1.2.1.1 System, subsystem, and equipment descriptions.

2.1.2.1.2 Performance and design criteria if Design Builder is delegated design responsibility.

2.1.2.1.3 Operating standards.

2.1.2.1.4 Regulatory requirements.
2.1.2.1.5 Equipment function.
2.1.2.1.6 Operating characteristics.
2.1.2.1.7 Limiting conditions.
2.1.2.1.8 Performance curves.

2.1.2.2 Documentation: Review the following items in detail:

2.1.2.2.1 Emergency manuals.
2.1.2.2.2 Operations manuals.
2.1.2.2.3 Maintenance manuals.
2.1.2.2.4 Project Record Documents.
2.1.2.2.5 Identification systems.
2.1.2.2.6 Warranties and bonds.
2.1.2.2.7 Maintenance service agreements and similar continuing commitments.

2.1.2.3 Emergencies: Include the following, as applicable:

2.1.2.3.1 Instructions on meanings of warnings, trouble indications, and error messages.
2.1.2.3.2 Instructions on stopping.
2.1.2.3.3 Shutdown instructions for each type of emergency.
2.1.2.3.4 Operating instructions for conditions outside of normal operating limits.
2.1.2.3.5 Sequences for electric or electronic systems.
2.1.2.3.6 Special operating instructions and procedures.

2.1.2.4 Operations: Include the following, as applicable:

2.1.2.4.1 Startup procedures.
2.1.2.4.2 Equipment or system break-in procedures.
2.1.2.4.3 Routine and normal operating instructions.
2.1.2.4.4 Regulation and control procedures.
2.1.2.4.5 Control sequences.
2.1.2.4.6 Safety procedures.
2.1.2.4.7 Instructions on stopping.
2.1.2.4.8 Normal shutdown instructions.
2.1.2.4.9 Operating procedures for emergencies.
2.1.2.4.10 Operating procedures for system, subsystem, or equipment failure.
2.1.2.4.11 Seasonal and weekend operating instructions.
2.1.2.4.12 Required sequences for electric or electronic systems.
2.1.2.4.13 Special operating instructions and procedures.

2.1.2.5 Adjustments: Include the following:
2.1.2.5.1 Alignments.
2.1.2.5.2 Checking adjustments.
2.1.2.5.3 Noise and vibration adjustments.
2.1.2.5.4 Economy and efficiency adjustments.

2.1.2.6 Troubleshooting: Include the following:
2.1.2.6.1 Diagnostic instructions.
2.1.2.6.2 Test and inspection procedures.

2.1.2.7 Maintenance: Include the following:
2.1.2.7.1 Inspection procedures.
2.1.2.7.2 Types of cleaning agents to be used and methods of cleaning.
2.1.2.7.3 List of cleaning agents and methods of cleaning detrimental to product.
2.1.2.7.4 Procedures for routine cleaning.
2.1.2.7.5 Procedures for preventive maintenance.
2.1.2.7.6 Procedures for routine maintenance.

2.1.2.7.7 Instruction on use of special tools.

2.1.2.8 Repairs: Include the following:

2.1.2.8.1 Diagnosis instructions.

2.1.2.8.2 Repair instructions.

2.1.2.8.3 Disassembly; component removal, repair, replacement and reassembly instructions.

2.1.2.8.4 Instructions for identifying parts and components.

2.1.2.8.5 Review of spare parts needed for operation and maintenance.

PART 3 - EXECUTION

3.1 PREPARATION

3.1.1 Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a combined training manual.

3.1.2 Set up instructional equipment at instruction location.

3.2 INSTRUCTION

3.2.1 Engage qualified instructors to instruct County’s personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.

3.2.2 Scheduling: Provide instruction at mutually agreed on times.

3.2.2.1 Schedule training with County’s Representative, with at least fourteen (14) Days’ advance notice.

3.2.2.2 Fill out and expand, if necessary, the schedule form attached at the end of this section to reflect equipment and systems on the project.

3.2.3 Cleanup: Collect used and leftover educational materials and remove from Project site. Remove instructional equipment. Restore systems and equipment to condition existing before initial training and use.

END OF SECTION
SECTION 01 81 12

ENERGY PERFORMANCE MODELING AND VERIFICATION REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

1.1.1 Section Includes:

1.1.1.1 Introduction.
1.1.1.2 General modeling guidelines.
1.1.1.3 Modeling rules and restrictions.
1.1.1.4 Modeling of energy efficiency measures.
1.1.1.5 Sample model.

1.1.2 Related Documents

1.1.2.1 The Contract Documents apply to the Work of this Section. Additional requirements and information necessary to complete the Work of this Section may be found in other documents.

1.2 INTRODUCTION

1.2.1 This section describes the submission requirements and modeling procedures related to the minimum building energy performance. The County has determined that the project shall use a minimum of twenty percent (20%) less energy than the California Code of Regulations Title 24 Building Energy Standard. For the purposes of this section “project” shall refer to the Ashland Youth Center.

1.3 GENERAL MODELING GUIDELINES

1.3.1 California Code of Regulations Title 24 Standards

1.3.1.1 The Title 24 Standard allows both a prescriptive and performance approach in demonstrating compliance. For the purpose of this project, only a performance approach may be used to compare the building against the Title 24 Standard. The performance approach compares a computer model of the proposed building with a computer model representing a “Standard” design - based on key features of the proposed building - which is minimally compliant with Title 24.

1.3.1.2 The Contractor will be required to demonstrate a high degree of understanding of the Title 24 Standard and building energy performance modeling, and will apply that knowledge in modeling the proposed design. The Contractor will model the design using the rules and guidelines approved by the California Energy Commission (CEC) for compliance with the
performance approach, employing the approved computer program described below.

1.3.2 Use of Energy Modeling Program

1.3.2.1 Modeling software must be industry standard and provide reports in format requested by County.

1.3.2.2 It is the responsibility of the Contractor to obtain a licensed copy of modeling software and to maintain the program and version through the duration of modeling activities during the development of the design and construction documents. The cost for obtaining a user’s license, as well as the effort to competently operate and maintain the program, shall be solely at the Contractor’s expense.

1.3.2.3 The Contractor shall be expected to use the modeling software in a manner consistent with both the Title 24 Building Energy Standards, the CEC’s Alternative Calculation Method Approval Manual (ACM, October, 2004) and user instructions and information updates offered by the program vendor. Superseding these are the specific modeling rules and restrictions specific to this project that are defined later in this document.

1.3.2.4 The Contractor is strongly encouraged to engage a specialist sufficiently experienced in modeling large complex medical buildings, including efficient mechanical and lighting systems and strategies, using the software for energy performance exceeding Title 24 compliance requirements.

1.3.3 Submission Requirements

1.3.3.1 The Contractor will be required to model the project initially during the Design Development phase and will be required to update the model for energy performance verification during the Construction Document and construction phases. Initial model and updates shall be submitted for timely review and approval by the County’s agent.

1.3.3.2 During the proposal stage, the Contractor is encouraged to seriously consider the capital cost implications of design decisions with respect to the minimum energy performance requirement and is strongly encouraged to prepare models that test the proposed design and design alternates against the requirement.

1.3.3.3 The Contractor will be required to document project energy use during the Design Development, Construction Document, and construction phases by modeling building performance using the approved computer program. Along with the required model, the Contractor will submit all backup calculations, equipment cut sheets, design data, and other pertinent
information documenting key inputs in the model, in a manner consistent with the approval process as determined by the County. This information will be assembled in a three-ring binder, organized by section and with a table of contents. The binder shall contain a CD with the most current model in the modeling software format.

1.3.3.4 The following schedule of deliverables will be part of the requirements of the contract. At a minimum, eight (8) iterations of the energy model(s) will be submitted.

1.3.3.5 Required Milestone Submissions

1.3.3.5.1 Design Development Phase

- Preliminary Design Development Phase Model: fifty percent (50%) Submission, upon completion of preliminary mechanical plus detailed lighting equipment layouts. Additionally, a Microsoft Excel spreadsheet that details the proposed installed ambient and task lighting power density on a room-by-room basis must be submitted that accurately reflects the drawings and specifications.

- Final Design Development Phase Model: one-hundred percent (100%) Submission. Additionally, an Excel spreadsheet that details the proposed installed ambient and task lighting power density on a room-by-room basis must be submitted that accurately reflects the drawings and specifications.

1.3.3.5.4 Construction Document Phase

- Preliminary Construction Document Phase Model: fifty percent (50%) Submission. Additionally, an Excel spreadsheet that details the proposed installed ambient and task lighting power density on a room-by-room basis must be submitted that accurately reflects the drawings and specifications.

- Preliminary Construction Document Phase Model: one-hundred percent (100%) Submission. Additionally, an Excel spreadsheet that details the proposed installed ambient and task lighting power density on a room-by-room basis must be submitted that accurately reflects the drawings and specifications.

1.3.3.5.7 Construction Phase

- Construction Phase Verification Models (max. 2): 10 days following request by County agent.
1.3.5.6 Final Record Model: at Substantial Completion. The record model shall be used as the basis of LEED™ 2.2 3.0 Energy and Atmosphere Credit 1: Optimize Energy Performance. The Final Record Model shall indisputably demonstrate modeled building energy performance that is equal to or superior to the requirement stated in the Introduction to this section.

1.3.4 County Review of Required Model Submissions

1.3.4.1 The County or County’s agent will review the model submitted by the Contractor at each milestone. Written review comments, along with any request for clarifications or additional information, will be prepared by the County within 14 days from the receipt of the Contractor’s milestone submissions. The Contractor will have 10 days to adequately respond to requests for additional information.

1.3.4.2 Once the review and response period has been completed, the County will issue a brief report, accepting or rejecting the model, with specific reason(s) for non-compliance. If the County rejects the models, the Contractor will have the opportunity to provide additional data and/or to submit a revised model within 10 days of notification by the County upon appeal.

1.3.5 Non-Compliance Resolution

1.3.5.1 In the event that the County and Contractor fail to reach a consensus regarding the interim model submissions, a Non-Compliance report will be forwarded by the County to the California Energy Commission (CEC), who will be responsible for resolving outstanding modeling issues. The CEC, as author of the Title 24 Energy Standards and the performance compliance method, shall make recommendations to the County or County’s agent regarding final interpretation of Title 24 performance method compliance modeling issues.

1.4 MODELING OF ENERGY EFFICIENCY BUILDING FEATURES

1.4.1 Construction Assemblies: Construction assemblies, particularly with respect to proposed insulation materials, shall accurately reflect the proposed assembly, provided that all other requirements of the contract documents are met.

1.4.2 Glazing: Proposed glazing shall accurately reflect the proposed assembly, provided that all other requirements of the contract documents are met. Overall window assembly U-Factor and Solar Heat Gain Coefficient (SHGC) shall be input per proposed design. (Note that manufacturer’s published U-Factors and SHGCs may require adjustments for frame effects as these are often listed as center of glass values.)
1.4.3 **Interior Shading**: Fixed interior shading elements shall accurately reflect the proposed assembly, provided that all other requirements of the contract documents are met.

1.4.4 **Exterior Shading**: Exterior shading, including overhangs, fins and other self-shading elements are defined in the contract documents and may not be altered.

1.4.5 **Lighting Power Density (LPD)**: The Area Category approach to modeling of interior lighting; i.e., “Installed LPD”, may be used along with lighting fixtures applied on a room-by-room basis to reflect the proposed detailed lighting design. Alternatively, lighting may be modeled using “Override with Modeled LPD; i.e., representing the installed power for all of the fixtures in the zone combined. In either case, the LPD should reflect lamp and ballast wattage per manufacturer’s specifications.

1.4.5.1 Lighting may alternatively be input as one LPD value representing the entire building. In that case, the LPD value should exactly match the summary of lighting power on a room-by-room basis submitted in an Excel spreadsheet and as shown on lighting plans.

1.4.6 **Lighting Control Credits**: Lighting control credits for occupancy sensors and dimming systems may be used per the proposed design but only for the ambient lighting component. Daylighting control credits may be used in perimeter daylit zones only.

1.4.7 **HVAC Air Systems**: Modeling of air systems must be consistent with the overall integrated design of fans, motors, controls, ductwork, and terminal units, as appropriate for the design solution. Modeled inputs of system and individual equipment efficiencies used in the models must be adequately documented by technical submittals and shall represent the installed equipment as shown on the construction documents and schedules. Modeled supply and return air minimum volumes, volume controls, along with outside air ventilation, shall represent the installed equipment as shown on the construction documents and schedules and must be consistent with the other requirements of the contract documents.

1.4.8 **HVAC Water/Fluid Systems for Heating/Cooling**: Modeling of water/fluid systems must be consistent with the overall integrated design of pumps, motors, controls, pipe-work, and coils, as appropriate for the design solution. Modeled inputs of system and individual equipment efficiencies used in the models must be adequately documented by technical submittals and shall represent the installed equipment as shown on the construction documents and schedules. Modeled fluid flows, system minimum capacities, temperatures and ranges must be consistent with the other requirements of the contract documents.

**PART 2 PRODUCTS**

Not used.
PART 3 EXECUTION

Not used.

END OF SECTION

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SECTION 01 81 22

BIM PERFORMANCE REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

1.1.1 The Design Builder shall utilize a Building Information Modeling (BIM) system to submit design and construction document work in the form of a Virtual Construction Model (VC Model) of the project buildings and site in a parametric 3D format in order to maximize design and construction coordination of the facility through interference checking (clash detection) and code compliance studies within that electronic format. As is technically feasible, the Design Builder shall also test and modify the proposed construction schedule and the project cost model to optimize the project delivery options for the best overall value and performance by linking the VC Model to the electronic schedule (4D) and also to construction cost information stored in an electronic database or spreadsheet (5D). The Design Builder shall:

1.1.1.1 Submit the VC Model to the County’s Project Manager for the review during the Request for Proposal, Design Development Phase, and Construction Document Phase. Submittals are outlined in Section 01 11 20 Design Development and Deliverables.

1.1.1.2 Use the VC Model and associated model aggregation platform to facilitate the construction methods and means.

1.1.1.3 Update the VC Model and associated model aggregation platform progressively throughout the design and construction period to incorporate all sub-contractor information and approved changes.

1.1.1.4 Provide a final “as-built” VC Model to the County’s Project Manager for the County’s non-restricted right to use in operating and managing the facility.

1.1.1.5 Engage in regular BIM management meetings with the County and Design Build team participants to discuss and evolve the scope of work described through this section. Discussion topics will include element modeling responsibilities, software interoperability, 2.5d modeling scope, best practices and technical feasibility in the context of rapidly evolving BIM technology.

1.2 USE OF THE VIRTUAL CONSTRUCTION MODEL

1.2.1 Intent of the VC Model and Aggregate Platform: The VC Model and aggregate platform shall be developed for coordination, communication and collaboration purposes during design and construction. At the completion of the Work, the VC model shall be turned
over to the County. The County shall have exclusive rights to the model for their use in operating and managing the facility.

1.2.2 Basis of Information for Modeling: The Project Manual, Bridging Documents, and Additional Reports and Surveys shall be the basis of information for the VC Model described herein. Any or all of the Bridging Architect’s Revit models are available for use by the Design Builder in developing the VC Model, however such usage shall be for convenience only and shall not carry contractual implication.

1.2.3 Relation of BIM to other Contract Documents: The BIM may be used by the Design Builder as a tool to produce a broad range of construction documentation. Hardcopy documentation shall be used as the basis of construction. Not all building components required by the contract documents will be included in the BIM.

1.3 DEFINITIONS

1.3.1 BIM: Building Information Modeling, a process of constructing electronic models of facility’s buildings and site.

1.3.2 VC Model: A Virtual Construction Model using 3-D Building Information Modeling (BIM) technologies to convey the design and construction elements of the projects buildings and site. The Virtual Model will consist of a minimum of seven system models e.g. Civil, Architectural, Structural, Mechanical, Electrical, Fire Protection and Medical Equipment.

1.3.3 Model Aggregation Platform: The VC system models shall be aggregated into a single building information model via Autodesk® Navisworks software.

1.4 MINIMUM REQUIREMENTS

1.4.1 General: The VC Model shall be developed to include parametric components of major building and site elements as defined by Part 2 of this section.

1.4.2 Accuracy of the Models: The VC Model and each of its system models shall be developed to within a tolerance of ¼” plus or minus.

1.4.3 Parametric Data: The VC Model may vary in level of detail for individual elements, but at a minimum shall include sufficient parametric data to support use and analysis of:

1.4.3.1 Functional and visual representation of all spaces.

1.4.3.2 Constructability review of Design Builders documents.

1.4.3.3 Clash detection and correction of all major systems.

1.4.3.4 Construction methods and means.

1.4.3.5 Construction scheduling.
1.4.3.6 Cost estimating.

1.4.3.7 As-built documentation and modeling.

1.4.4 **File Format:** Revit or any file format (BIM application(s) or software(s)) approved by the County’s Project Manager may be used for development of the VC Model providing that it is a true parametric, data-based application. The County will give preference to a file format that allows direct linking and interoperability. The Design Builder shall maintain a matrix that summarizes BIM software tools used on the project by all participants.

1.4.5 **Level of Detail:** The VC Model shall be developed and detailed sufficiently to meet the requirements of the Request for Proposal and the Contract Documents. The two levels of detail are Generic-model(ed) and Project-model(ed), as defined below. All elements listed under Part 2 Products shall be Project-model(ed). All other elements may be Generic-model(ed).

1.4.5.1 “Generic-model(ed)”: the model and its elements may be based upon the standard objects available from the modeling software without project-specific customization. In addition, generic components may be used early in the BIM development process as “placeholders” for “project modeled” components.

1.4.5.2 “Project-model(ed)”: the model and/or a specific element must be customized to reflect project-specific configuration.

1.4.5.3 “2.5D Elements”: Model management may require use of 2.5D components. This type of component includes parametric, plan and elevation information but does not include 3D data. The scope of use for 2.5D elements shall be determined through discussions held at BIM management meetings.

1.4.6 **OmniClass:** The OmniClass Construction Classification System (known as OmniClass or OCCS) is a new classification system for the construction industry developed by the Construction Specification Institute (CSI). It builds upon MasterFormat for work results, UniFormat for elements and EPCI (Electronic product Information Cooperation) for structuring products. OmniClass is a reference library that will serve as the foundation upon which information is transferred between the construction and operations phases via the VC Model. The Design Builder shall include the appropriate OmniClass classification in the list of attributes that is assigned to the building elements that will be Project-model(ed).
PART 2 - PRODUCTS

2.1 SYSTEM MODELS

2.1.1 Civil Systems: The Civil Systems Model shall be a sub-system model linked to the architectural system model. The Civil Systems model shall serve as the basis for project shared coordinates through which the position of building elements on the site will be coordinated. Except as noted, provide project-model(ed) elements of:

2.1.1.1 Topography: 1) existing natural and/or graded contours, and 2) new grades and finish contours.

2.1.1.2 Planting: 1) existing major landscaped areas, 2) existing trees to remain, 3) new landscaped areas, 4) new trees, and 5) irrigation lines over 2” diameter. Planting may be generic-model(ed).

2.1.1.3 Surface Improvements: 1) pavements, 2) curbs and gutters, 3) retaining walls, and 4) exterior non-building structures such as pools, shade structures etc.

2.1.1.4 Existing Structures: 1) all buildings within the project area intended to remain, 2) buildings intended to be demolished. All existing structures may be generic-model(ed) exterior surface only; interior elements are not required.

2.1.1.5 Storm Water and Sanitary Sewers: 1) existing lines (over 3” diameter), boxes and structures within project area, 2) all new lines, boxes and structures, and 3) existing public lines, boxes and structures beyond the project area but serving as points of connection for the project. Storm Water and Sanitary Sewers outside the buildings may be generic-model(ed).

2.1.1.6 Utilities: 1) existing domestic and fire water main and branch lines (2” and larger diameter) within project area, 2) all new domestic and fire water lines, 3) existing electrical overhead and underground lines within project area, all new electrical lines outside buildings, 4) existing telephone and data lines within project area, 5) all new telephone and data lines outside buildings, 6) existing gas lines within project area, and 7) all new gas lines outside buildings. Utilities outside buildings may be generic-model(ed).

2.1.1.7 Other requirements:

2.1.1.7.1 Quantities: data to reflect accurate quantities of the above elements.

2.1.1.7.2 Schedules: data for installation of the above elements.
2.1.2 Architectural Systems: The Architectural Systems Model shall be the primary model to which others are linked. Except as noted, provide project-model(ed) elements of:

2.1.2.1 Spaces: 1) net square footage of all occupy spaces, 2) gross constructed floor area, 3) room names and numbers, and 4) floor, base, wall, and ceiling finishes.

2.1.2.2 Exterior Walls and Curtain Walls: 1) type and composition, 2) height, length, and width, and 3) thermal, acoustic, fire, and security ratings.

2.1.2.3 Partitions: 1) type and composition, 2) height, length, and width, and 3) thermal, acoustic, fire, and security ratings.

2.1.2.4 Floors: 1) type and material, 2) thickness, and 3) finishes with manufacturer’s name and product numbers. Link floor structure to the Structural Systems Model.

2.1.2.5 Ceilings: 1) type and composition, 2) height, length, and width, and 3) thermal, acoustic, fire, and security ratings.

2.1.2.6 Roof Coverings and Openings: 1) configuration, 2) drainage system, and 3) penetrations for modeled building components.

2.1.2.7 Exterior Doors, Windows, and Louvers: 1) type and material, 2) height, width, and thickness, 3) thermal, acoustic, fire, and security rating, 4) location, and 5) hardware elements or group.

2.1.2.8 Interior Doors, Windows, and Louvers: 1) type and material, 2) height, width, and thickness, 3) thermal, acoustic, fire, and security rating, 4) location, and 5) hardware elements or group.

2.1.2.9 Stairs and Ramps: 1) stairs and railings, 2) ramps and railings, and 3) handrails and guardrails.

2.1.2.10 Elevators and Escalators: 1) elevator cabs and doors, 2) elevator hoist-way doors and trim, 3) elevator machinery and equipment, 4) escalator belts and railings, and 5) escalator machinery and equipment.

2.1.2.11 Casework and Counters: 1) type and material, 2) height, width, and depth, 3) location, and 4) hardware.

2.1.2.12 Plumbing Fixtures: 1) type and material, 2) location, 3) trim, and 4) finishes. Link fixtures and trim to the Mechanical Systems Model.

2.1.2.13 HVAC Grills and Registers: 1) type and material, 2) location, 3) trim, and 4) finishes. Link fixtures and trim to the Mechanical Systems Model.
2.1.2.14 Electrical Fixtures: 1) type and material, 2) bulb type and wattage, 3) location, 4) trim, and 5) finishes. Link fixtures and trim to the Electrical Systems Model.

2.1.2.15 Miscellaneous Fittings: 1) toilet partitions, 2) toilet room accessories, 3) grab bars, 4) personal storage lockers, 5) display cases, and 6) other surface applied quasi-permanent items such as mirrors etc.

2.1.2.16 Other requirements:

2.1.2.16.1 Quantities: data to reflect accurate quantities of the above elements.

2.1.2.16.2 Schedules: data for installation of the above elements.

2.1.3 Structural Systems: The Structural Systems Model shall be a sub-system model linked to the architectural system model. Except as noted provide project-model(ed) elements of:

2.1.3.1 Foundations and footings: 1) type and configuration, and 2) depth, length, and width.

2.1.3.2 Slab(s) on-grade: 1) type and configuration, 2) under-slab base and waterproofing, 3) recesses, curbs, pads, closure pours, and 4) major penetrations.

2.1.3.3 Basement Walls: 1) type and composition, 2) height, length, and width, and 3) thermal, acoustic, fire, and security ratings.

2.1.3.4 Elevated Floors: 1) columns and beams, 2) primary and secondary framing members, 3) bracing, 4) connections, and 5) framed, composite, and/or slab decks.

2.1.3.5 Roofs: 1) columns and beams, 2) primary and secondary framing members, 3) bracing, 4) connections, and 5) framed, composite, and/or slab decks.

2.1.3.6 Joints: 1) expansion and/or contraction, and 2) seismic.

2.1.3.7 Stairs and Ramps: 1) openings and framing, and 2) railing supports.

2.1.3.8 Shafts and Pits: 1) openings and framing, and 2) railing supports.

2.1.3.9 Other requirements:

2.1.3.9.1 Quantities: include data to reflect accurate quantities of the above elements.

2.1.3.9.2 Schedules: data for installation of the above elements.
2.1.3.9.3 Fireproofing: Fireproofing is not to be included in the BIM but clash detection studies shall include definition of tolerances for conflict detection.

2.1.3.9.4 Color Code: color code structural steel from other elements.

2.1.4 Mechanical: The Mechanical Systems Model shall be a sub-system model linked to the architectural system model. Except as noted provide project-model(ed) elements of:

2.1.4.1 Heating, Ventilating, and Air Conditioning: 1) all heating, ventilating, air-conditioning, exhaust fans, and specialty equipment, 2) air supply, return, ventilation and exhaust ducts, including space-consuming elbows and transitions, 3) fire dampers with ratings, 4) mechanical piping, and 5) registers, diffusers, grills and hydronic baseboards. Coordinate and link fixtures and trim to the Architectural Systems Model.

2.1.4.2 Plumbing: 1) all domestic plumbing piping and fixtures, 2) floor and area drains, and 3) related equipment.

2.1.4.2.1 Piping larger than 1.5" diameter shall be modeled.

2.1.4.3 Roof Drainage: 1) all piping and fixtures, and 2) related equipment.

2.1.4.3.1 Piping larger than 1.5" diameter shall be modeled.

2.1.4.4 Other requirements:

2.1.4.4.1 Quantities: data to reflect accurate quantities of the above elements.

2.1.4.4.2 Schedules: schedule data for installation of the above elements.

2.1.4.4.3 Equipment Clearances: Clearances for major equipment and all M/E/P Equipment and Architecturally Significant Medical Equipment, as model objects for conflict detection and maintenance access requirements.

2.1.4.4.4 Color Code: separate color code for each type element.

2.1.5 Electrical: The Electrical Systems Model shall be a sub-system model linked to the architectural system model. Except as noted provide project-model(ed) elements of:

2.1.5.1 Interior Electrical Power and Lighting: 1) all interior electrical components, 2) lighting, receptacles, special and general purpose power receptacles, 3) lighting fixtures, 4) panel-boards and control systems, and 5) conduit and cable trays.

2.1.5.1.1 Individual conduit larger than 1.5" diameter shall be modeled.
2.1.5.1.2 Groups or clusters runs of conduit of all sizes shall be modeled.

2.1.5.2 Exterior Building Lighting: 1) all exterior electrical components, 2) lighting, receptacles, special and general purpose power receptacles, 3) lighting fixtures, 4) panel-boards and control systems, and transformers, and 5) utility connection and equipment.

2.1.5.2.1 Individual conduit larger than 1.5” diameter shall be modeled.

2.1.5.2.2 Grouped or clustered runs of conduit of all sizes shall be modeled.

2.1.5.3 Telephone, Data, Television, and Other Low Voltage: 1) all interior low voltage components, 2) outlets, receptacles, special and controls, 3) fixtures, 4) panel-boards, equipment racks, and control systems, and 5) conduit and cable trays.

2.1.5.3.1 Individual conduit larger than 1.5” diameter shall be modeled.

2.1.5.3.2 Groups or clusters runs of conduit of all sizes shall be modeled.

2.1.5.4 Other requirements:

2.1.5.4.1 Quantities: data to reflect accurate quantities of the above elements.

2.1.5.4.2 Schedules: schedule data for installation of the above elements.

2.1.5.4.3 Equipment Clearances: Clearances for major as model objects for conflict detection and maintenance access requirements.

2.1.5.4.4 Color Code: separate color code for each type element.

2.1.6 Fire Suppression: The Fire Suppression Systems Model shall be a sub-system model linked to the architectural system model. Except as noted provide Project-model(ed) elements of:

2.1.6.1 Fire Suppression System: 1) valves and risers, 2) all main, branch, and drains lines, 3) sprinkler heads, and fittings, 4) pumps.

2.1.6.2 Fire Alarms: 1) alarm and notification devices, and 2) detection systems.

2.1.6.3 Other requirements:

2.1.6.3.1 Quantities: data to reflect accurate quantities of the above elements.

2.1.6.3.2 Schedules: schedule data for installation of the above elements.
2.1.6.3.3 Equipment Clearances: Clearances for major equipment as model objects for conflict detection and maintenance access requirements.

2.1.6.3.4 Color Code: separate color code for each type element.

2.1.7 Medical Equipment: The Medical Equipment Model shall be a sub-system model linked to the architectural model. Except as noted provide Project-model(ed) elements of:

2.1.7.1 Medical Equipment: 1) equipment 2) related mechanical, plumbing, and electrical requirements.

2.1.7.1.1 Quantities: data to reflect accurate quantities of the above elements.

2.1.7.1.2 Schedules: schedule data for installation of the above elements.

2.1.7.1.3 Equipment Clearances: equipment clearances as model objects for conflict detection and maintenance access requirements.

2.2 COST AND SCHEDULE INFORMATION

2.2.1 Schedule Data (4D):

2.2.1.1 Provide construction activity sequences, including rough-in, finish, and phasing schedules for major elements of all models.

2.2.1.2 Breakdown the schedule of elements by individual sub-contractors.

2.2.1.3 Link the activity sequence to the Schedule of Values.

2.2.2 Cost Data (5D):

2.2.2.1 Provide quantity-based, installed cost breakdown of labor and material for major elements of all models.

2.2.2.2 Provide a complete Schedules of Values based on the models.

2.2.2.3 Link data to the Project Cost Database in Microsoft Excel format.

2.3 MODEL SOFTWARE REQUIREMENTS

2.3.1 The Design Builder's selected BIM application(s) and software(s) for the VC Model shall:

2.3.1.1 Have maximum interoperability between systems models, and shall be fully compatible with the current version of Autodesk® Navisworks software.
2.3.1.2 Be provided in a format that is compatible with a free software download for viewing the Design Builder’s models with the ability to save and track user annotations and notes.

2.3.1.3 Contain reports/logs of:

   2.3.1.3.1 Discrepancies and/or clarifications in the Construction Documents identified during the modeling process.

   2.3.1.3.2 Conflicts between location and alignment of model elements with resolutions developed by the Design Builder.

   2.3.1.3.3 Quantities of modeled building element.

   2.3.1.3.4 Schedule for each building element.

2.3.1.4 For any additional electronic model information that is not supported by the Revit or the primary software solution approved by Program manager, and for constructing 4D models, the Design Builder shall utilize AutoDesk® Navisworks software (Manage, Review, Simulate and Freedom) to create and utilize .nwd files.

2.3.1.5 Be provided in a format that links with cost and scheduling software utilities

PART 3 - EXECUTION

3.1 DEVELOPMENT AND SUBMITTAL OF THE MODELS

3.1.1 The Design Builder shall develop the VC Model and its systems models in compliance with the Contract Documents and the following:

3.1.1.1 Develop and submit all of the systems models concurrently. Note: if any of the systems models qualify as deferred approvals, they may be submitted separately.

3.1.1.2 Submit models with generic model(ed) information as required to satisfy the requirements of the Request for Proposal as outlined in Section 00 11 19 Request for Proposals from Bidders. Reserved.

3.1.1.3 Submit partially completed models during the Design Development and Construction Documents Phase submittals outlined in Section 01 11 20 Summary of Work – Design Services and Submittals, for review and coordination.

3.1.1.4 Submit partially complete models at any time when the Design Builder requests changes and/or clarifications.
3.1.1.5 Submit fully completed VC Model and its systems models, prior to construction.

3.1.1.6 Submit updated systems models complying with final approved shop drawing submittals.

3.1.1.7 Submit the “as-built” VC Model and its systems models as part of the close-out process.

3.2 UPDATING THE MODELS DURING CONSTRUCTION

3.2.1 The VC Model shall be updated/revised to keep it current with construct activity as follows:

3.2.1.1 Updating: issue the VC Model and its systems models one week before each regularly scheduled Construction Phase Coordination meeting as defined in Section 01 31 19 Project Meetings.

3.2.1.2 Revising: issue the revised VC Model and/or its systems models immediately after each meeting or other activity where revisions have been made. Include a report that indicates every change.

3.2.2 Submit the updates and revisions to the County’s Project Manager.

3.3 DELIVERY OF FINAL AS-BUILT MODELS

3.3.1 The final updated and revised VC Model and all its systems models shall be submitted to the County’s Project Manager as part of the close-out submittals.

3.3.2 The VC Model and all its systems models will be:

3.3.2.1 Editable for future expansion or remodel projects.

3.3.2.2 Functioning for use with 3-D Facilities Management Software.

END OF SECTION