

### **11.2.10 Failure to Procure Coverage**

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

### **11.2.11 Insurance Review**

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

## **12 UNCOVERING AND CORRECTION OF WORK**

### **12.1 Uncovering of Work**

**12.1.1 Specific Request.** If a portion of the Work is covered contrary to the County's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the County, be uncovered for the County examination and be replaced at the Contractor's expense within the Contract Sum and without change in the Contract Time.

**12.1.2 No Specific Request.** If a portion of the Work has been covered, which the County has not specifically requested to examine prior to its being covered, the County may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the County's expense. If such Work is not in accordance with the Contract Documents, correction shall be at the Contractor's expense within the Contract Sum unless the condition was caused by the

County or a Separate Contractor in which event the County shall be responsible for payment of such costs.

## **12.2 Correction of Work**

**12.2.1** Before or After Final Completion. The Contractor shall promptly correct Work rejected by the County as failing to conform to the requirements of the Contract Documents, whether discovered before or after Final Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing, inspections, and compensation for the County's services and expenses made necessary thereby, shall be at the Contractor's expense within the Contract Sum.

**12.2.1.1** If Contractor fails to promptly correct Work rejected by the County, as failing to conform to the requirements of the Contract Documents, or fails to perform the Work in accordance with the Contract Documents, the County may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated by Contractor, or until the County chooses to complete the Work. Contractor shall not be entitled to any adjustment of Contract Time or Contract Sum as a result of any such order. The County and County's Project Manager shall have no duty or responsibility to Contractor or any other party to exercise the right to stop the Work.

### **12.2.2** After Final Completion.

**12.2.2.1** In addition to the Contractor's warranty obligations under Paragraph 3.5, if, within one year after the date of Final Completion of the Work or after the date for commencement of warranties established under Subparagraph 3.5.2, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the County to do so, unless the County has previously given the Contractor a written acceptance of such condition. Such corrective work shall be performed without charge or cost to County after Final Completion of the Work. The County shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time after receipt of notice from the County, the County may correct the nonconforming work in accordance with Paragraph 2.5.

**12.2.3** Removal. The Contractor shall remove from the Site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the County.

**12.2.4** Destruction or Damage. The Contractor shall bear the cost within the Contract Sum of correcting destroyed or damaged construction, whether completed or partially completed, of the County or Separate Contractor caused by the Contractor's

correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

**12.2.5** No Limitation. Nothing contained in this Paragraph 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the one-year period for correction of Work as described in Subparagraph 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

### **12.3 Acceptance of Nonconforming Work**

If the County prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the County may do so instead of requiring its removal and correction. Such option shall be exercised solely by notice to Contractor and shall not be implied from any act or omission by the County. In such case, the Contract Sum will be reduced by an amount equal to the cost of replacing the Work to make it as originally specified or intended. Such adjustment shall be effected whether or not Final Payment has been made.

## **13 TERMINATION OR SUSPENSION OF THE CONTRACT**

### **13.1 Termination by the Contractor**

**13.1.1** Work Stoppage Not Caused by County. If the Work is stopped for a period of ninety (90) consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons: issuance of an order of a court or other public authority having jurisdiction which requires all Work to be stopped; an act of government, such as a declaration of national emergency which requires all Work to be stopped; and Contractor has given County written notice within ten (10) days of the occurrence of such ground for termination, then the Contractor may, upon thirty (30) additional calendar days written notice to County and, unless the reason has theretofore been cured, terminate its performance and recover from the County payment for Work executed to date and reasonable demobilization costs.

**13.1.2** Work Stoppage Caused by County. If the Work is stopped for a period of 120 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the County has persistently failed to fulfill the County's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may give County ten (10) calendar days written notice to cure. If the County fails to cure, the Contractor may, upon ten (10)

additional calendar days' written notice to the County, terminate the Contract and recover from the County as provided in Subparagraph 13.1.1 above.

## **13.2 Termination by the County for Cause**

**13.2.1 Grounds.** The County may terminate the Contractor's performance of the Contract for cause if:

- (1) Contractor fails promptly to begin the Work under the Contract Documents; or
- (2) Contractor refuses or fails to supply enough properly skilled workers or proper materials; or
- (3) Contractor fails to perform the Work in accordance with the Contract Documents, including conforming to applicable standards set forth therein in constructing the Project, or refuses to remove and replace rejected materials or unacceptable Work; or
- (4) Contractor discontinues the prosecution of the Work (exclusive of work stoppage: (i) due to termination by County; or (ii) due to and during the continuance of a Force Majeure event or suspension by County); or
- (5) Contractor fails to resume performance of Work which has been suspended or stopped, within a reasonable time after receipt of notice from County to do so or (if applicable) after cessation of the event preventing performance; or
- (6) Any representation or warranty made by Contractor in the Contract Documents or any certificate, schedule, instrument, or other document delivered by Contractor pursuant to the Contract Documents shall have been false or materially misleading when made; or
- (7) Contractor fails to make payment to Subcontractors for materials or labor in accordance with the respective Contract Documents and Applicable Law; or
- (8) Contractor disregards laws, ordinances, or rules, regulations, or orders of a public authority having jurisdiction; or
- (9) Contractor otherwise is guilty of breach of a provision of the Contract Documents; or
- (10) Contractor becomes insolvent, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors and fails to provide County with adequate assurances of Contractor's ability to satisfy its contractual obligations.

A receiver, trustee, or other judicial officer shall not have any right, title, or interest in or to the Contract. Upon that person's appointment, County has, at its option and sole discretion, the right to immediately cancel the Contract and declare it null and void.

**13.2.2 County's Rights.** When any of the reasons specified in Subparagraph 13.2.1 exist, the County may, in addition to and without prejudice to any other rights or



remedies of the County, and after giving the Contractor five (5) calendar days written notice, terminate employment of the Contractor and may:

- (1) Take possession of the Site and of all materials, equipment, tools and construction equipment, and machinery thereon owned by the Contractor;
- (2) Suspend any further payments to Contractor;
- (3) Accept assignment of subcontracts pursuant to Paragraph 5.3; and
- (4) Finish the Work by whatever reasonable method the County may deem expedient. Upon request of the Contractor, the County shall furnish to the Contractor a detailed accounting of the costs incurred by the County in finishing the Work.

**13.2.3 Costs.** If County's costs to complete and damages incurred due to Contractor's default exceed the unpaid Contract balance, the Contractor and Contractor's Sureties shall pay the difference to the County.

**13.2.4 Erroneous Termination.** If it has been adjudicated or otherwise determined that County has erroneously or negligently terminated the Contractor for cause, then said termination shall automatically convert to a termination by the County for convenience as set forth in Paragraph 13.4.

### **13.3 Suspension by the County**

#### **13.3.1 Suspension For Convenience.**

**13.3.1.1** The County may, without cause, order the Contractor in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as the County may determine.

**13.3.1.2** Contractor shall promptly recommence the Work upon written notice from County directing Contractor to resume the Work. The Contract Sum and Contract Time shall be adjusted for any increases in the cost and time caused by suspension, delay, or interruption provided Contractor complies with the Change Order and Claims proceedings set forth the Articles 4 and 7 of these General Conditions. No adjustment shall be made to the extent:

- (1) That performance is, was, or would have been so suspended, delayed, or interrupted by another cause for which the Contractor is responsible; or
- (2) That an equitable adjustment is made or denied under another provision of the Contract.

**13.3.2 Suspensions For Cause.** County has the authority by written order to suspend the Work without liability to County wholly or in part for Contractor's failure to:

- (1) Correct conditions unsafe for the Project personnel or general public; or
- (2) Carry out the Contract; or
- (3) Carry out orders of County.

**13.3.3** Responsibilities of Contractor During Suspension Periods. During periods that Work is suspended, Contractor shall continue to be responsible for the Work and shall prevent damage or injury to the Project, provide for drainage, and shall erect necessary temporary structures, signs or other facilities required to maintain the Project and continue to perform according the Article 10 of these General Conditions.

#### **13.4 Termination by the County for Convenience**

**13.4.1** Grounds. Without limiting any rights which County may have by reason of any default by Contractor hereunder, County may terminate Contractor's performance of the Contract in whole or in part, at any time, for convenience or any other reason upon written notice to Contractor. Such termination shall be effective as of the date stated in the written notice, which shall be no less than ten (10) calendar days from the date of the notice.

**13.4.2** Contractor Actions. Immediately upon receipt of such notice, Contractor shall: (i) cease performance of the Work of this Agreement to the extent specified in the notice; (ii) take actions necessary or that the County may direct, for the protection and preservation of the Work; (iii) settle outstanding liabilities, as directed by County; (iv) transfer title and deliver to County Work in progress, specialized equipment necessary to perform the Work, and Record Documents; and, (v) except for Work directed by County to be performed, incur no further costs or expenses. At the option of the County, all or any of the subcontracts entered into by Contractor prior to the date of termination shall be terminated or shall be assigned to County.

**13.4.3** Compensation. If the Parties are unable to agree on the amount of a termination settlement, the County shall pay the Contractor the following amounts:

- (1) For Work performed before the effective date of termination, the total (without duplication of any items) of:
  - (a) The Cost of the Work; and
  - (b) A sum, as profit on (1)(a), above, determined by the County to be fair and reasonable;
- (2) The reasonable costs of settlement of the Work terminated, including:
  - (a) Accounting, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data; and

- (b) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

In no event shall Contractor be entitled to recover overhead or profit on Work not performed.

### **13.5 Authority of County**

In determination of the question of whether there has been such noncompliance with the Contract as to warrant the suspension or termination of the Contract, the decision of the County will be binding on all parties.

### **13.6 Termination by Acts of God**

In the event the Project is damaged by an “Act of God” as defined in Public Contract Code section 7105, the County may elect to terminate the Contract. If the County terminates the Contract pursuant to this paragraph, compensation to the Contractor shall be solely for any Work completed, any materials purchased, any bonds and insurance paid and for any equipment used prior to the occurrence of the “Act of God”.

## **14 EMPLOYMENT OF LABOR/WAGE RATES**

### **14.1 Determination of Prevailing Rates**

Pursuant to California Labor Code, Part VII, Chapter 1, Article 2, Sections 1770, et seq., the County has obtained from the Director of the Department of Industrial Relations (DIR) pursuant to the California Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the Work is to be performed. Copies of said rates are on file with the Department, San Bernardino County, will be made available for inspection during regular business hours, are included elsewhere in the specifications for the Work in the Project, and are also available online at [www.dir.ca.gov/dlsr/DPreWageDetermination.htm](http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm). The wage rate for any classification not listed, but which may be required to execute the Work, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Section 1773.2 of the California Labor Code, the Contractor shall post, at appropriate and conspicuous locations on the jobsite, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code Sections 1773, et seq.

#### **14.1.1 Federal Funding Requirements.**

**14.1.1.1** If federal funding is involved with the Project the Federal Davis-Bacon Act (40 U.S.C. 3141 et seq.), as supplemented by Department of Labor regulations (29 C.F.R. Part 5), will apply to the Project and those requirements shall be complied with by Contractor. The Contractor and all Subcontractors and Sub-subcontractors are required to pay their employees and workers a wage not less than the minimum

wage for the work classification as specified in both the Federal and California wage decisions. The higher of the two applicable wage classifications, either California prevailing wage or Davis-Bacon Federal prevailing wage, will be enforced for all Work under this Contract. If applicable, the Contractor is responsible for ensuring Subcontractor compliance with Davis-Bacon and related federal law requirements.

**14.1.1.2** Contractor must comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 3).

**14.1.1.3** Contractor must comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

## **14.2 Subcontractors**

**14.2.1 Ineligible Subcontractors.** Pursuant to the provisions of Section 1777.1 of the California Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a contractor or subcontractor on a public works project. This list of debarred contractors is available from the DIR website at [http://www.dir.ca.gov/dir/Labor\\_law/DSLE/Debar.html](http://www.dir.ca.gov/dir/Labor_law/DSLE/Debar.html). Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the County. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

**14.2.1.1 Excluded Parties List System (EPLS).** Neither Contractor nor its employees or subcontractors shall be named on the EPLA, which includes information regarding entities debarred, suspended, proposed for debarment, excluded or disqualified under the non-procurement common rule, or otherwise declared ineligible from receiving Federal contracts, certain subcontracts, and certain Federal assistance and benefits. The EPLS can be accessed at <http://www.epls.gov/>. This information may include names, addresses, DUNS numbers, Social Security Numbers, Employer Identification Numbers or other Taxpayer Identification Numbers, if available and deemed appropriate and permissible to publicize by the agency taking the action. Contractor is aware that although United States General Service Administration operates this system, individual agencies are responsible for the timely reporting, maintenance, and accuracy of their data.

**14.2.1.2 Certification.** Contractor certifies that neither it nor its principals or Subcontractors are presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as required by Executive Order 12549.

**14.2.2 Employment of Apprentices.** The Contractor and all Subcontractors performing Work for the Project shall comply with all requirements pertaining to the employment of apprentices pursuant to the provisions of the California Labor Code including, but not limited to, California Labor Code Section 1777.5.

### **14.3 Payment of Prevailing Rates**

There shall be paid each worker of the Contractor, or any Subcontractor, of any tier, engaged in the Work, not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor, of any tier, and such worker.

### **14.4 Prevailing Rate Penalty**

The Contractor shall, as a penalty, forfeit two hundred dollars (\$200.00) to the County for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the Department of Industrial Relations for such work or craft in which such worker is employed by the Contractor or by any Subcontractor in connection with the Work. Pursuant to California Labor Code Section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

### **14.5 Payroll Records**

**14.5.1** Pursuant to California Labor Code Section 1776, the Contractor and each Subcontractor, of any tier, shall keep accurate certified payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by them in connection with the Work. The payroll records enumerated herein shall be verified by a written declaration made under penalty of perjury that the information contained in the payroll record is true and correct and that the Contractor or Subcontractor has complied with the requirements of the California Labor Code Sections 1771, 1811, and 1815 for any Work performed by his or her employees on the Project. The payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- (1) a certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;
- (2) a certified copy of all payroll records shall be made available for inspection or furnished upon request to the County, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations;
- (3) a certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public

shall be made through either the County, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the County, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, Subcontractor and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Contractor;

(4) the Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; and

(5) copies provided to the public, by the County, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor or any Subcontractor of any tier, performing a part of the Work shall not be marked or obliterated. The Contractor shall inform the County of the location of payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change of location and address.

**14.5.2** In the event Contractor does not comply with the requirements of this subsection, the Contractor shall have ten (10) days in which to comply, subsequent to a receipt of written notice specifying in what respects the Contractor must comply herewith. Should non-compliance still be evident after a ten (10) day period, the Contractor shall, as a penalty to the County, forfeit one-hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalty shall be withheld from any portion of the Contract Sum then due or to become due to the Contractor.

**14.5.3** State Construction Bond and Weekly Electronic Certified Payroll Records.

**14.5.3.1** If the Project is funded in whole or in part from a bond issued by the State to fund public works projects, the following requirements shall apply:

**14.5.3.1.1** The Project is subject to the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code and Title 8, Division 1, Chapter 8, Subchapter 4.5 of the California Code of Regulations. Under the above-cited Chapter of the Labor Code and Subchapter of the California Code of Regulations, this Project is subject to monitoring by the Compliance Monitoring Unit (CMU) of the California Department of Industrial Relations, Division of Labor Standards Enforcement. In addition, under the above-cited Chapter of the Labor Code and Subchapter of the California Code of Regulations, the Contractor (and their Subcontractors via the Contractor) shall submit on a weekly basis electronic certified payroll reports directly to the CMU and the County using the eCPR system – MyLCM or the County's LCPTracker Program. Further, the Contractor (and their Subcontractors via the Contractor) shall submit directly to the CMU accurate payroll records within 10 days of any separate request by the CMU. To

enroll in MyLCM, obtain additional information and assistance, go to the third party non-government website at <https://app.mylcm.com>. Subcontractors may also enroll in MyLCM at the website.

**14.5.3.1.2** At the Project Site the Contractor shall post throughout the term of the Contract a notice (in English and Spanish) as required by, and containing the language provided in section 16451(d) of Title 8 of the California Code of Regulations. The notice (in the form of posters) is available on the CMU website at [http://www.dir.ca.gov/dlse/cmu/Forms\\_Publications\\_and\\_Resources.html](http://www.dir.ca.gov/dlse/cmu/Forms_Publications_and_Resources.html), at the Division of Labor Standards Enforcement District Office or by e-mailing a request to [CMU@dir.ca.gov](mailto:CMU@dir.ca.gov). The notice will indicate to employees and others that the worksite falls under regulations of the CMU. The local CMU District Office is located at the following address: CMU District Office – San Bernardino, 464 W. Fourth Street, Room 348, San Bernardino, CA 92401, (909) 383-4334 or (909) 889-8120.

**14.5.3.1.3** Failure to meet the requirements above will subject the Contractor to sanctions/withholding of Contract payments as allowed by law for any delinquent or inadequate certified payroll records. Payroll violations are required to be reported to the State and/or Federal government.

#### **14.6 Limits on Hours of Work**

Pursuant to California Labor Code Section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code Section 1811, the time of service of any worker employed at any time by the Contractor or by a Subcontractor, or any tier, upon the Work or upon any part of the Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereafter provided. Notwithstanding the foregoing provisions, Work performed by employees of Contractor or any Subcontractor, of any tier, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

#### **14.7 Penalty for Excess Hours**

The Contractor shall pay to the County a penalty of twenty-five dollars (\$25.00) for each worker employed on the Work by the Contractor or any Subcontractor, of any tier, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

## **14.8 Contractor Responsibility**

Any work performed by workers necessary to be performed after regular work hours or on Sundays or other holidays shall be performed without adjustment of the Contract Sum and/or without additional expense to the County.

## **14.9 Employment of Apprentices**

Any apprentices employed to perform any of the Work shall be paid the standard wage to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the Work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code Section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code Sections 3070 et seq. are eligible to be employed for the Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

## **14.10 Apprenticeship Certificate**

When the Contractor or any Subcontractor, of any tier, in performing any of the Work employs workers in any Apprenticeable Craft or Trade, as hereinafter defined, the Contractor and such Subcontractor shall apply to the Joint Apprenticeship Committee administering the apprenticeship standards of the craft or trade in the area of the site of the Work for a certificate approving the Contractor or such Subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected, provided, however, that the approval as established by the Joint Apprenticeship Committee or Committees, subsequent to approving the Contractor or Subcontractor, shall arrange for the dispatch of apprentices to the Contractor or such Subcontractor in order to comply with California Labor Code Section 1777.5. The Contractor and Subcontractor shall submit contract award information to the applicable Joint Apprenticeship Committee, which shall include an estimate of journeyman hours to be performed under the Contract, the number of apprentices to be employed, and the approximate dates the apprentices will be employed. There shall be an affirmative duty upon the Joint Apprenticeship Committee or Committees, administering the apprenticeship standards of the crafts or trades in the area of the site of the Work, to ensure equal employment and affirmative action and apprenticeship for women and minorities. Contractors or Subcontractors shall not be required to submit individual applications for approval to local Joint Apprenticeship Committees provided they are already covered by the local apprenticeship standards.

## **14.11 Ratio of Apprentices to Journeymen**

The ratio of Work performed by the apprentices to journeymen, who shall be employed in the Work, may be the ratio stipulated in the apprenticeship standards under which the Joint Apprenticeship Committee operates, but in no case shall the ratio be less than one hour of apprentice work for each five hours of labor performed by a journeyman, except as otherwise provided in California Labor Code Section 1777.5. The minimum ratio of the land surveyor



classification shall not be less than one apprentice for each five journeymen. Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the Joint Apprenticeship Committee, is employed at the site of the Work and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The Contractor shall employ apprentices for the number of hours computed as above before the completion of the Work. The Contractor shall, however, endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the site of the Work. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a Joint Apprenticeship Committee, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification. The Contractor or any Subcontractor covered by this Article and California Labor Code Section 1777.5, upon the issuance of the approval certificate, or if it has been previously approved in such craft, or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that it employs apprentices in such craft or trade in the State of California on all of its contracts on an annual average of not less than one apprentice to each five journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the Contractor from the 1-to-5 ratio as set forth in this Article and California Labor Code Section 1777.5. This Article shall not apply to contracts of general contractors, or to contracts of specialty contractors not bidding for work through a general or prime contractor, involving less than Thirty Thousand Dollars (\$30,000.00) or twenty (20) working days. The term "Apprenticeable Craft or Trade" as used herein shall mean a craft or trade determined as an Apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council.

#### **14.12 Exemption from Ratios**

The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this Article when it finds that any one of the following conditions are met:

- (1) unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or
- (2) the number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or
- (3) the Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis; or
- (4) if assignment of an apprentice to any work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the

apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

#### **14.13 Contributions to Trust Funds**

The Contractor or any Subcontractor, of any tier, who, performs any of the Work by employment of journeymen or apprentices in any Apprenticeable Craft or Trade and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any such craft or trade in the area of the site of the Work, to which fund or funds other contractors in the area of the site of the Work are contributing, shall contribute to the fund or funds in each craft or trade in which it employs journeymen or apprentices in the same amount or upon the same basis and in the same manner as the other contractors do, but where the trust fund administrators are unable to accept such funds, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. The Division of Labor Standards Enforcement is authorized to enforce the payment of such contributions of such fund(s) as set forth in California Labor Code Section 227. Such contributions shall not result in an increase in the Contract Sum.

#### **14.14 Contractor's Compliance**

The responsibility of compliance with this Article for all Apprenticeable Trades or Crafts is solely and exclusively that of the Contractor. All decisions of the Joint Apprenticeship Committee(s) under this Article are subject to the provisions of California Labor Code Section 3081. In the event the Contractor willfully fails to comply with the provisions of this Article and California Labor Code Section 1777.5, pursuant to California Labor Code Section 1777.7, the Contractor shall:

- (1) be denied the right to bid on any public works contract for a period of one (1) year from the date the determination of non-compliance is made by the Administrator of Apprenticeship; and
- (2) forfeit, as a civil penalty, the sum of One Hundred Dollars (\$100.00) for each calendar day of noncompliance.

Notwithstanding the provisions of California Labor Code Section 1727, upon receipt of such determination, the County shall withhold such amount from the Contract Sum then due or to become due. Any such determination shall be issued after a full investigation, a fair and impartial hearing, and reasonable notice thereof in accordance with reasonable rules and procedures prescribed by the California Apprenticeship Council. Any funds withheld by the County pursuant to this Article shall be deposited in the General Fund or other similar fund of the County. The interpretation and enforcement of California Labor Code Sections 1777.5 and

1777.7 shall be in accordance with the rules and procedures of the California Apprenticeship Council.

#### **14.15 Contractor's Compliance with Law**

Contractor, Contractor's agents, and Contractor's employees shall be bound by and comply with all applicable provisions of the Labor Code, and such federal, state and local laws which affect the conduct of the Work. This includes, but is not limited to laws regulating: payment of wages; eight-hour day; overtime, Saturday, Sunday and holiday work; and nondiscrimination.

The Contractor shall forfeit to the County the penalties prescribed in the Labor Code for violations.

**14.15.1** Contractor shall comply with all Executive Orders, statutes or regulations regarding the stabilization of wages and prices in the construction industry.

#### **14.16 Equal Employment Opportunity**

**14.16.1** Contractor agrees to fully comply with the laws and programs (including regulation issued pursuant thereto) which are listed following this paragraph. Such compliance is required to the extent such laws, programs and their regulations are, by their own terms, applicable to this Contract. Contractor warrants that it will make itself thoroughly familiar with the applicable provisions of said laws, programs and regulations prior to commencing performance of the Contract. Copies of said laws, programs and regulations are available upon request from County. To the extent applicable the provisions of said laws, programs and regulations are deemed to be a part of this Contract as if fully set forth herein.

**14.16.1.1** Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212) and the applicable clause is inserted pursuant to 41 C.F.R. Sections 60-250.5(a).

**14.16.1.2** Rehabilitation Act of 1973, as amended (29 U.S.C. 701 et seq.) and the applicable clause is inserted pursuant to 41 C.F.R. Sections 60-741.5(a).

**14.16.1.3** California Fair Employment and Housing Act. (CA Government Code Section 12900 et seq.)

**14.16.1.4** Civil Rights Act of 1964, as amended (42 U.S.C. 2000a et seq.), Executive Order No. 11246, September 24, 1965, as amended, and the applicable clause is inserted pursuant to 41 C.F.R. Section 60-1.4.

#### **14.16.2** Executive Order 11246.

Contractor certifies that Contractor will fully comply with Executive Order 11246, as amended by Executive Order 11375, and any other executive order amending this order, and the rules and regulations issued thereunder, which are hereby incorporated by reference as appropriate.

The Contractor commits itself to such compliance by submitting a properly signed bid or offer or by signing or otherwise accepting a Contract or subcontract.

**14.17 Senate Bill 854 (Chapter 28, Statutes of 2014) and Senate Bill 96 (Chapter 28, Statutes of 2017) Requirements**

**14.17.1** Contractor shall comply with Senate Bill 854 (signed into law on June 20, 2014). The requirements include, but are not limited to, the following:

**14.17.1.1** No contractor or subcontractor may be listed on a bid proposal (submitted on or after March 1, 2015) for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, with limited exceptions from this requirements for bid purposes only as allowed under Labor Code section 1771.1(a).

**14.17.1.2** No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

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

**14.17.1.4** As required by the Department of Industrial Relations, Contractor is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the Department of Industrial Relations.

**14.17.1.5** Contractors and all subcontractors must submit certified payroll records online to the Labor Commissioner for all new public works projects issued on or after April 1, 2015, and for all public works projects, new or ongoing, on or after January 1, 2016.

- (1) The certified payroll must be submitted at least monthly to the Labor Commissioner.
- (2) The County reserves the right to require Contractor and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner
- (3) The certified payroll records must be in a format prescribed by the Labor Commissioner.

**14.17.1.6** Registration with the Department of Industrial Relations and the submission of certified payroll records to the Labor Commissioner are not required if the public works project is \$25,000 or less when the project is for construction, alteration, demolition, installation or repair work, or if the public works project is \$15,000 or less when the project is for maintenance work.

**14.17.2** Labor Code section 1725.5 states the following:

“A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, “contractor” includes a subcontractor as defined by Section 1722.1.

(a) To qualify for registration under this section, a contractor shall do all of the following:

(1) (A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars (\$400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(B) Beginning June 1, 2019, a contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable application or renewal fees to qualify for the number of years for which they wish to preregister.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully

registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

(i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.

(ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).

(b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.

(d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:

(1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.

(2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.

(3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2).

(e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, to any contract for public work, as defined in this chapter, executed on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed.

(f) This section does not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work.”

**14.17.3** Labor Code section 1771.1 states the following:

“(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

(g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(h)(1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall

be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).

(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.

(3) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.

(4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(j)(1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

(2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:

(A) Manual delivery of the order to the contractor or subcontractor personally.

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at the address on file with either of the following:

(i) The Contractors' State License Board.

(ii) The Secretary of State.

(3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further



review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.

(k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000), or both.

(l) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.

(m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work.”

**14.17.4** Labor Code section 1771.4 states the following:

“a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:

(1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.

(3) Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

(A) At least monthly or more frequently if specified in the contract with the awarding body.

(B) In a format prescribed by the Labor Commissioner.

(4) If the contractor or subcontractor is not registered pursuant to Section 1725.5 and is performing work on a project for which registration is not required because of subdivision (f) of Section 1725.5, the unregistered contractor or subcontractor is not required to furnish the records specified in Section 1776 directly to the Labor Commissioner but shall retain the records specified in Section 1776 for at least three years after completion of the work.

(5) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.

(b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) if either of the following occurs:

(1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed

exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.

(2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.

(c) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.

(d) The requirements of paragraph (3) of subdivision (a) shall apply to all contracts for public work, whether new or ongoing, on or after January 1, 2016.”

## **15 MISCELLANEOUS PROVISIONS**

### **15.1 Governing Law**

The Contract shall be governed by the laws of the State of California without regard to choice of law principles thereof. The exclusive venue of any legal action brought by the County, the Contractor, or any Consultant or Subcontractor, with regard to this Agreement or Project, shall be in the Superior Court of California, San Bernardino County, San Bernardino District. Contractor agrees to incorporate this provision into all Subcontractor agreements.

### **15.2 Successors and Assigns**

The County and Contractor respectively bind themselves, their partners, successors, assigns, and legal Project Managers to the other Party hereto and to partners, successors, assigns, and legal Project Managers of such other Party in respect to covenants, agreements, and obligations contained in the Contract Documents. The Contractor shall not sublet or assign the Work of this Contract or any portion thereof or any monies due thereunder, without the express prior written consent and approval of County. County may freely assign its rights hereunder, without limitation, to a separate entity and Contractor agrees, upon such entity's request, to continue and complete performance of the Work upon payment of any undisputed outstanding amounts due Contractor for services performed up to and including the effective date of the assignment, provided adequate proof of funding to completion is offered by assignee. Any entity which shall succeed to the rights of County shall be entitled to enforce the rights of County hereunder. If requested by such entity, Contractor will execute a separate letter or other agreement with such entity further evidencing Contractor's commitment to continue performance of the Contract.

### **15.3 Written Notice**

Written notice shall be deemed to have been duly served if delivered in person, or by US Mail, courier service, or package delivery service (such as UPS and FedEx) to the individuals identified for receipt of notice in the Agreement.

## 15.4 Rights and Remedies

**15.4.1** Cumulative Rights. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

**15.4.2** No Waiver. No action or failure to act by the County shall constitute a waiver of any right or duty afforded the County under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically provided in the Contract Documents or as may be otherwise agreed in writing.

## 15.5 Tests and Inspections

**15.5.1** Required Tests, Inspections, and Costs. If the Contract Documents, County instructions, laws, ordinances, or any public authority require any Work to be specially tested or approved, Contractor shall give notice, in accordance with such authority, of its readiness for observation or inspection, at least two (2) working days prior to being tested or covered up. Whenever the Contractor desires to carry on the Work of this Contract at night or on a Saturday, Sunday, or holiday, Contractor shall request authorization in writing from the County for such work at least two (2) working days in advance so that inspection may be provided if authorization is granted and the Contractor agrees to pay overtime reimbursement of costs for this service. If inspection is by authority other than County, Contractor shall inform County of date fixed for such inspection. All required certificates of inspection shall be secured by Contractor. If any Work required to be tested should be covered up without approval or consent of County, Contractor must, if required by County, uncover the Work for examination and satisfactorily reconstruct at Contractor's expense within the Contract Sum in compliance with Contract. All labor and equipment necessary for exposing and testing shall be furnished by the Contractor at his expense. The Contractor shall replace, at Contractor's expense, any materials or Work damaged by exposure and any faulty materials or workmanship evidenced by such exposure or testing. Where such inspection and testing are to be conducted by an independent laboratory or agency, such materials or samples of materials to be tested shall be selected by such laboratory or agency or County's Project Manager, and not by Contractor. Contractor shall notify County a sufficient time in advance of manufacture of materials to be supplied by it under Contract, which must, by terms of contract, be tested, in order that County may arrange for testing of same at source of supply. Prior to having satisfactorily passed such testing and inspection, or prior to receipt of notice from said Project Manager that such testing and inspection will not be required, the materials shall not be incorporated into the Work without prior approval of County and subsequent testing and inspection. Re-examination of questioned work may be ordered by County and, if so ordered, Work must be uncovered by Contractor. All labor and equipment necessary for exposing and testing shall be furnished by the Contractor at his expense. The Contractor shall

replace, at Contractor's expense, any materials or Work damaged by exposure and any faulty materials or workmanship evidenced by such exposure or testing.

**15.5.2** Additional Tests and Inspections. If the County or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Subparagraph 15.5.1, the County will instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the County, and the Contractor shall give timely notice to the County of when and where tests and inspections are to be made so that the County may be present for such procedures. Such costs shall be at the County's expense, if applicable. If such procedures for testing, inspection, or approval under Subparagraphs 15.5.1 and 15.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for County's testing and inspection services and expenses, shall be at the Contractor's expense, within the Contract Sum. Cost of retesting, reinspection, and reapprovals as described herein, including compensation for the County's testing and inspection services and expenses, shall be paid for by the County and deducted from the Contract Sum by a Change Order or Construction Change Directive.

**15.5.3** Documentation. Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the County. Delivery of such documentation is a condition precedent to County's obligation to make payment to Contractor.

**15.5.4** Observation of Tests. If the County is to observe tests, inspections, or approvals required by the Contract Documents, County will do so promptly and, where practicable, at the normal place of testing.

**15.5.5** Time. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

**15.5.6** Responsibility. Any inspection or approval by any representative or agent of the County will not relieve the Contractor of the responsibility of incorporating in the Work only those materials which conform to the Specifications, and any nonconforming materials shall be removed from the Site whenever identified. Further, inspection or approval by the County does not relieve the Contractor of its obligation to provide Work which conforms in all aspects with the Contract Documents.

## **15.6 Record Retention and Audits**

**15.6.1** The County and any entities and/or agencies designated by the County, shall have access to, and the right to audit, and the right to copy at the County's cost, all of Contractor's books, records, Contracts, correspondence, instructions, Drawings, receipts, vouchers, purchase orders, and memoranda relating to the Work, changes in the Work, any Change Orders or Construction Change Directives or written amendments to the Contract, and any claims.

**15.6.2** Contractor agrees that the County and its designated representative shall have the right to review, to audit, and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the County to audit records and interview staff in any subcontract related to performance of this Agreement.

**15.6.3** The Contractor shall establish an official file for the Project (the "Official Project File"). The Official Project File shall contain adequate documentation of all actions that have been taken with respect to the Project, in accordance with generally accepted government accounting principles and the requirements for record retention for capital projects constructed with the proceeds of tax exempt bonds. The Contractor will provide a copy of such file to the County at its request or upon termination of this Agreement. The documents to be retained shall include, but are not limited to, Contractor's books, records, Contracts, correspondence, instructions, Drawings, receipts, vouchers, purchase orders, and memoranda relating to the Work, changes in the Work, any Change Orders or Construction Change Directives or Contract Amendments, and any claims.

**15.6.4** Contractor agrees to protect records adequately from fire or other damage. When records are stored away from Contractor's principal office, a written index of the location of records stored must be on hand and ready access must be assured. All the Contractor records contained in the Official Project File must be preserved a minimum of five (5) years (the "Record Maintenance Period"). These records shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and audit by the County or designees, by state government auditors or designees, or by federal government auditors or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the Record Maintenance Period, the related records must be retained until the completion of the action and resolution of all issues which arise from it if such date is later than the end of the Record Maintenance Period.

**15.6.5** All books, account, reports, files, correspondence, data, and other records relating to this Contract shall be maintained by the Contractor and shall be subject at all reasonable times to review, inspection, and audit by the County or its designated Project Managers for a period of five (5) years after Final Completion of the Work. County shall be entitled, upon forty-eight (48) hours written notice, to inspect all books, records, accounts, and the Official Project File kept by Contractor relating to the Work contemplated by the Agreement. Such records shall be produced by the Contractor at a place designated by the County, upon written notice to the Contractor.

**15.6.6** Contractor agrees to maintain adequate fiscal and Project books, records, documents, and other evidence pertinent to the Contractor's Work on the Project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions

from the invoices, to the financial statement, to the accounting records, and to the supporting documentation. These records shall be maintained for the Record Maintenance Period, and shall be subject to examination and/or audit by County or designees, and state government auditors or designees.

**15.6.7** Contractor agrees to make the Official Project File, books, records, supporting documentations and other evidence available to the County, or its designated representatives, during the course of the Project and for the Record Maintenance Period. Contractor agrees to provide suitable facilities for access, monitoring, inspection and copying of said records.

**15.6.8** Contractor shall maintain books, records, documents, and other evidence sufficient to reflect properly the amount, receipt, and disposition of all Project funds. The maintenance requirements extend to books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, canceled checks, and related documents and records. Source documents include copies of all awards, applications, and required financial and narrative reports. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the award, whether they are employed full-time or part-time. Time and effort reports are also required for consultants and subcontractors. Generally accepted government accounting principles and adequate supporting documentation shall be maintained in such detail so as to provide an audit trail which will permit tracing transactions from the invoices to the financial statement, to the accounting records, and to the supporting documentation for the purpose of determining compliance with Public Contract Code Section 10115 et seq., Government Code Section 8546.7 and 2 CCR Section 1896.60 et seq. (as applicable).

## **15.7 Independent Contractor**

Contractor is employed hereunder to render a service within the scope of its training and experience, and Contractor shall be an independent Contractor and not an employee of the County. As such, County shall not be called upon to assume any liability for the direct payment of any salary to any employee or Subcontractor of Contractor, nor to pay any benefit to any employee or Subcontractor or vendor under the Workers' Compensation laws. None of Contractor's officers, agents, employees, and Subcontractors, nor any of their agents, officers, and employees, shall be deemed officers, agents, employees, and Subcontractors of the County, and the County shall not be liable or responsible to them for anything whatsoever other than liability to Contractor set forth in this Contract.

## **15.8 Keys and Access**

If the County furnishes keys and/or access cards to the Contractor to provide access to County's property, the Contractor shall assure that such access instruments are not duplicated and shall return all such instruments in good condition upon request of the County or prior to receipt of final payment, whichever is earlier. If the Contractor fails to return all access instruments furnished to it, the Contractor shall be responsible, within the Contract Sum, for all Work, materials, and costs associated with reestablishing secured access.

## 15.9 Survival of Terms

The provisions of the Contract which by their nature survive termination of the Contract or Final Completion, including all warranties, indemnities, payment obligations, and the County's right to audit Contractor's books and records, shall remain in full force and effect after Final Completion or termination of the Contract and shall be binding upon Contractor until any action thereunder is barred according to terms in the Contract Documents or by the applicable statute of limitations or statute of repose.

## 15.10 Cooperation With Labor

**15.10.1 General.** The Parties agree and declare that Contractor and County are separate and independent entities and that Contractor has full responsibility for performance of the Work and direction of the work force, subject to and under the duty of Contractor to cooperate with County and its Separate Contractors. Contractor recognizes that in the performance of its Work it may be required to work with and near Separate Contractors and Project Managers of County on the jobsite. The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project. The Contractor shall also use best efforts to minimize the likelihood of any strike, work stoppage, slowdowns, disputes, or other labor disturbance. If the Work is to be performed by trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage, or cost to the County and without recourse to the County, any conflict between the Contract Documents and any agreements or regulations of any kind at any time in force among members or councils that regulate or distinguish the activities that shall not be included in the Work of any particular trade. Except as specifically provided in Paragraph 8.4 herein, Contractor shall be liable to County for all damages suffered by County, and no extensions of Contract Time shall be given to Contractor, as a result of work stoppage, slowdowns, or strikes related to labor disputes.

### **15.10.2 Picketing.**

**15.10.2.1** Contractor agrees that should there be picketing or a threat of picketing by any labor organization at or near the Site, Contractor, in cooperation with County, shall establish a reserve gate system and require employees of Contractor, Subcontractors, and suppliers to use one or more designated gates. In that event, it shall be the affirmative obligation of Contractor, as a material consideration of this Agreement to ensure that employees of Contractor, Subcontractors, and suppliers use only the gates or other entryways designated by County from time to time on the Project.

**15.10.2.2** Notwithstanding the establishment or non-establishment of a reserve gate, in the event employees of Contractor, Subcontractors or suppliers refuse to work because of any labor disputes or grievances (including any "secondary" or "sympathy" strike or boycott directed against the Project) not caused by County or its Separate Contractors and not the result of an industry-wide strike and that actually

prevent performance of the Work, Contractor shall not be relieved of its obligation to supply enough properly skilled workers to perform the Work without interruption or further delay.

**15.10.3 Labor Disputes.** Contractor and County agree to cooperate fully with each other and their Project Managers and attorneys with respect to any labor dispute that should arise on the Site, including, but not limited to the giving of testimony and evidence to the agent or judge of the National Labor Relations Board or testimony in connection with proceedings in state or federal court. Contractor hereby warrants that it is not now nor will Contractor be delinquent in the payment or reporting to any labor management benefit trust.

### **15.11 No Personal Liability**

Notwithstanding any contrary provision in this Agreement or the Contract Documents, no member, principal, officer, employee, agent, Project Manager, or subsidiary of County (each a "direct affiliate of County"), or member, general partner, limited partner, principal, officer, employee, agent, or Project Manager of any direct affiliate of County (together with direct affiliates of County, the "affiliates of County") shall have any personal liability for the performance of any contractual obligations, or in respect of any liability of County under this Agreement and no monetary or other judgment shall be sought or enforced against any such individuals or their assets, all such personal contractual liability being expressly waived by Contractor. Further, the covenants and obligations contained in this Agreement on the part of County shall be covenants and obligations of the County only, and not of any affiliate of County. No affiliate of County shall be individually liable for breach of any covenant or obligation of County, and no recourse shall be had against the assets of any affiliate of County (except to the extent of County's assets but excluding therefrom any negative capital account of any such affiliate of County) for payment of any sums due or enforcement of any other relief, based upon any claim made by Contractor for breach of any of County's covenants or obligations. Notwithstanding the foregoing, Contractor does not waive any rights under Applicable Law in California concerning the commission of fraud or conversion.

### **15.12 Antitrust Claims**

The Contractor by signing this Agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Code Sections set out below.

**15.12.1** The Government Code Chapter on Antitrust claims contains the following definitions:

- (1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.



- (2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. (Government Code Section 4550.)

**15.12.2** In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. (Government Code Section 4552.)

**15.12.3** If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. (Government Code Section 4553.)

**15.12.4** Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. (See Government Code Section 4554.)

### **15.13 Compliance with Restrictions**

Contractor shall comply with all conditions, restrictions and reservations of record, statutes, regulations, and ordinances, including, without limitation, all pollution control, environmental protection, zoning, planning, land use requirements, all restrictions and requirements affecting the Project and adjoining properties, and disabled access imposed by the County and all other governmental entities including, without limitation, the requirements of any general plan and environmental requirements in connection with use, occupancy and building permits, and requirements of public utilities which affect construction of the Work in effect at the time of execution of this Agreement.

### **15.14 Legal Requirements**

Contract shall perform the Work in accordance with the requirements of all Applicable Laws, codes, ordinances, and regulations even though such requirements are not specifically mentioned in the Specifications or shown on the Drawings. When the Work required by the Contract Documents is in conflict with any such legal provision, the Contractor shall notify the County in writing and shall not proceed with the Work until the County has so ordered.

**15.15 Third Party**

No provision contained in the contract Documents shall create or give to third parties any claim or right of action against the County.

**END OF GENERAL CONDITIONS**

NOT FOR BID

## SPECIAL CONDITIONS – ARROWHEAD REGIONAL MEDICAL CENTER PROJECTS

- 1.1 Coordination, Scheduling, and Meetings: The Contractor shall coordinate scheduling of all construction activities with the Project Manager from the Project and Facilities Management Department and Arrowhead Regional Medical Center (ARMC) Project Management Team, prior to beginning the activities. The successful bidder shall attend a preconstruction conference at a location and time set by the County.

Construction meetings shall be held at the job site or at a different location as instructed by the County. Details regarding job site meetings will be arranged at the preconstruction conference.

- 1.2 Codes, Ordinances and Regulations: All Work shall conform to the requirements of all Applicable Laws including California Department of Health Care Access and Information (HCAI), the California Building Standards Code (as adopted and/or amended by the County), the Standard Plans for Public Works Construction, Construction Safety Orders of the Department of Industrial Relations – Division of Industrial Safety Construction Safety Orders, and all other State and National codes, ordinances, rules and regulations, which apply to the Work. Contractor acknowledges that they have experience with hospital construction in California and HCAI and have factored this in their proposal as the County and or ARMC will not be liable for schedule delays and or production rate inefficiencies as a result of local and state jurisdictions approval time of RFI and or submittal.

In any case of conflict between any of these requirements, and the Contract Documents, the requirement that is the strictest shall govern. Nothing in the Contract Documents is to be construed to permit Work not in conformance with these laws, codes and regulations.

- 1.3 Liquidated Damages: Section 8.5.3 of the General Conditions is amended to read the following:

In the event that Contractor fails to achieve Final Completion of the Work within the Contract Time, Contractor agrees to pay County the sum of **\$1,500 per day** for liquidated damages for each calendar day that Final Completion is delayed.

- 1.4 Safety: The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property for the duration of the Work, on a 24-hour per day, 7-day week basis. Prior to the start of construction, Contractor shall submit to the Project Manager with a copy of Contractor's Illness and Injury Prevention Program as required by California Code of Regulations, title 8, sections 1509 and 3203, and Section 10 of the General Conditions, specifically relating to this Project.

- 1.5 Project Inspections: All inspections shall be performed during normal business hours. Contractor shall notify the Project and Facilities Management Department – Inspector and Project Manager **72** hours in advance of all requested inspections.

Contractor may request an inspection after filling out inspection request form (Attachment E) and send form via email to the Project and Facilities Management Department – Project Manager at [Monir.Abdo@pfm.sbcounty.gov](mailto:Monir.Abdo@pfm.sbcounty.gov).

Email subject line should read as follows:

10.10.1142 Sterilization System Installation Mobile SPD Trailer – Inspection request.

- 1.6 Change Orders: Contractor is referred to Section 7 of the General Conditions.
- 1.7 Sanitary Facilities: Contractor shall be solely and completely responsible to provide and maintain on-site sanitary facilities.
- 1.8 Contractor's Site Representative: Per Section 3.3.5.1 of the General Conditions, Contractor shall have a project superintendent on site at all times while work is being done. Failure to provide daily supervision onsite will result in a fine of **\$400 per day** for each calendar day that supervision is not provided. Daily reports are to be submitted daily to the project manager (listed in bullet 1.5 of this special conditions) regardless of whether work activities occur. Failure to provide daily reports will result in a fine of **\$100 per day** for each day for each daily report is not submitted on time. Daily reports are due either at the end of each working day or the following day before 9:00AM.
- 1.9 Water & Power: Contractor shall be solely and completely responsible to provide water and power for all Contractor/construction purposes.
- 1.10 Work in cooperation with ARMC's Operations: Contractor to perform work to minimize the disruption to the operations of the facility, visitor, and vehicle traffic. Do not block fire doors, or hallways unless prior arrangements have been made with ARMC Facilities. Any loud or disruptive work will require an Impact-Notice to be issued and will need to be coordinated and released through ARMC Facilities. Contractor shall not perform any work unless authorized and approved by both County and ARMC. See Attachment A.
- i. Contractor Protocol & Guidelines: ARMC has protocols and guidelines that the Contractor and subcontractors must review, sign, and acknowledge prior to the start of mobilization. Contractor and subcontractors must complete this step before start of mobilization. Failure to complete this step may result in a delay in project schedule that is the responsibility of the awarded Contractor.
  - ii. Contractor Pre-Construction Risk Assessment: ARMC has a Pre-Construction Risk Assessment form that the Contractor must review, complete, and submit to ARMC for review prior to the start of construction may occur. Failure to complete this step may

result in a delay in project schedule that is the responsibility of the awarded Contractor. See Attachment B.

iii. Infection Control Risk Assessment: As part of working on ARMC campus, Contractor may be required to implement Infection Control Risk Assessments as part of the needs of the hospital. Contractor is solely responsible for reviewing the infection control requirements and provide the necessary plan as well implementation needed for the work required. Contractor must have approval from ARMC epidemiology department and ARMC facilities management department and issued a ICRA permit before any work can commence. Contractor shall apply for a no cost permit with ARMC Epidemiology and abide by ARMC regulations during construction. All containment systems must be kept in good conditions at all time and properly maintained. See Attachment C.

iv. Protection of Existing Finishes: As part of ARMC policies, procedures and infection control requirements, Contractor shall lay down a protective material over existing surfaces and finishes as needed for work within project scope or as directed. Existing ceilings shall be protected in place and repaired as required to original finish. Use of dust and debris control shall also be required, such as walk off mats or sticky mats, as well as any other measures deemed necessary. Contractor shall provide dust and debris mitigation procedures that meet ARMC standards.

1.11 Working Times and Locations: All areas of ARMC shall remain open and functional during the installation process; with the exception of the specific room(s) or area where work is ongoing. Noisy activities, including but not limited to, concrete coring, hammer drilling, etc., in certain areas of ARMC may require alternative work schedules (i.e. early morning or late evening work), due to noise limitations. Contractor shall take this in consideration during the preparation of its bid proposal. The County will not increase the Contract Sum to compensate Contractor for the alternative work schedule.

i. Site Conditions: Contractor will be responsible for walking and verifying the site conditions prior to commencing their scope of work. The site conditions shall be factored into the sum of the contract price. Once the Contractor commences the execution of the scope of work, existing site conditions are considered part of the scope and the contract sum price and change orders will not be accepted due to their oversight.

ii. Parking: Parking will be provided by ARMC in an ARMC assigned parking lot. The location of the assigned lot shall be determined by ARMC following a meeting with Contractor. The ARMC assigned lot is the only lot that is to be used by the Contractor and subcontractor personnel. The Contractor also acknowledges that ARMC has a professional standard and holds the Contractor to the same standard. As such Contractor personnel must carry themselves as such and no profanity or hostility will be tolerated. Persons in violation of this standard will be asked to leave the premises. The Contractor will bear the cost for replacing and or loss of production as a result of disciplinary action.

iii. Logistics and Phasing: The Contractor is solely responsible for site logistics and phasing (such as site trailer and material handling/storage) and requires prior

approval for their means and methods and sequencing of the work, and this is not grounds for additional compensation and or time extension.

- 1.12 Tobacco-Free Environment: All areas of the ARMC campus, including parking lots, sidewalks, and streets are tobacco-free zones. ARMC policy prohibits tobacco use of any kind, including e-cigarettes, and applies to employees, volunteers, students, patients, visitors, vendors, contractors, and other individuals who visit the ARMC campus.
- 1.13 Fire Rated Penetrations: Any penetrations of firewall or firewall systems must be performed by 3M trained professional or equal. Visit: [www.3M.com/firestop](http://www.3M.com/firestop) for e-Training
- 1.14 Contractor Credential Requirements: Contractor is required to register in ARMC's Vendor/Contractor Monitoring System known as "RepTrax® System". Contractor shall utilize the RepTrax® System to log into upon arrival each day throughout the construction Project. See Attachment D.

RepTrax® System (214) 222-7484 website: [www.reptrax.com](http://www.reptrax.com)  
[reptrax@deviwelectronics.com](mailto:reptrax@deviwelectronics.com)

**ATTACHMENT A**

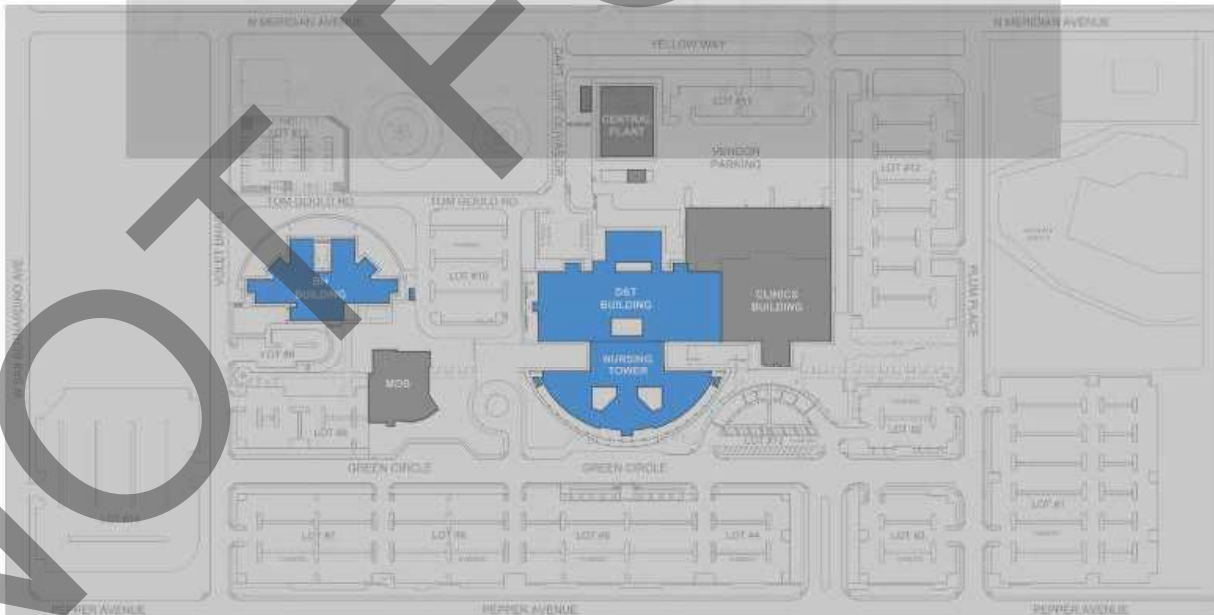
**ARMC Vendor Protocols and Guidelines Form**

**NOT FOR BID**



**Construction & Maintenance Vendor Orientation Packet**

- Vendor Check-In Protocol & Acknowledgment
- Construction & Maintenance Work Guidelines & Protocols
- Utility & System Shut Down Protocol
- Security Contact & Informative Overhead Page Codes
- Vendor & Visitor Parking & Path of Travel







### Vendor Check-In Protocol & Acknowledgment

- All visiting vendors and associated personnel are to check and sign in at the Central Plant upon arrival and daily for the duration of the project or task. Once done they will be issued ID badges, and or keys as needed. Vendors will be asked to leave a valid ID as collateral for the badges and keys.
- Vendors and associated personnel are to sign out and return all assigned badges and keys at the end of each workday or completion of the corresponding task.
- Badges and key sets are the sole responsibility of the assigned individual and are not to be shared with any other unauthorized individual. Lost or misplacement of these items may result in suspension of privileges and or reimbursement to replenish items.
- If vendors and associated personnel arrive unannounced, before normal working hours or without prior notice to Facilities Management, they will not be issued a badge, keys or granted permission to begin work until a member of ARMC's Facilities Management managerial or supervisory staff has been contacted and approved notice to proceed.
- If need to please call the Facilities Management front desk at 909-580-0085 to speak to a member of Facilities Management managerial or supervisory staff.

**I have read, acknowledged, and understand compliance to this process and expectations to ensure that all visiting vendors and associated personnel are scheduled, presence known and sanctioned by Facilities Management for any project or maintenance related work being carried out on campus. Failure to do so will result in work stoppage, delays, and postponement of corresponding work.**

Name:

Signature:

Date:

Department / Company:

## **Construction & Maintenance Work Guidelines & Protocols**

### **A. Infrastructure Impact & Notification**

#### **A. Impact Notices & Utility Shut-Offs/Isolations.**

1. Project Lead or Contractor must notify ARMC's Facilities Management **at least 4 business days and up to two weeks in advance** prior to any potential prescheduled impactful or disruptive work such as:
  - Request to shut-off, isolate, and or any possible task that pertains or affects the facilities utility infrastructure systems and services. Such as any mechanical, electrical, plumbing, security access control, nurse call, and public address system components and or features.
  - Work that may omit loud noises, odors, and vibrations within the designated work area and or to adjacent spaces.
  - Work related personnel or vehicular traffic that potentially will impede patient services, facility, and staff operations.

**Length of notification will be determined by extent of impact reviewed by ARMC as part of the Project Construction & Maintenance Readiness Checklist.**

### **B. Fire Life & Safety Systems & Measures**

#### **A. Fire Alarm, Suppression Systems & Assemblies**

1. **DO NOT EVER** cover, block, disable, isolate, penetrate, or modify any fire safety assemblies, features and components. Such as fire alarm settings, modules, sprinklers, pull stations, smoke detectors, strobes, etc., unless prior arrangements, applications or measures have been coordinated and approved by ARMC's Fire Life & Safety Personnel.
2. All work is subject to supplemental Interim Life & Safety Measures (ILSM) measures. These are to be implemented before the commencement of any corresponding work or associated task.

#### **B. Hot Work & Permitting**

1. Any hot work such as welding, grinding, or cutting of hard or metallic materials requires a hot work permit, inside or outside a building. These are to be requested, issued daily as needed per the corresponding task. A certified and properly designated Fire Extinguisher is required to be on hand for any hot work. Other ILSM measures may be required or administered per ARMC's Fire Life & Safety Personnel request.

#### **C. Combustible or flammable materials**

1. Please make ARMC's Fire Life & Safety Personnel aware of the presence of all combustible materials on campus.
2. At absolute minimum and only when contained work area is occupied, combustible or flammable materials can be kept within the designated contained work area. **Combustible or flammable materials shall not be stored in any interior spaces or within an unattended contained construction work area.** In addition, such materials



should be removed from the construction area as soon as possible. If applicable, there may be certain supplemental ILSM measures required.

#### **D. Egress and Pathways**

1. Any **exit or fire doors are not to be blocked or wedged open** unless prior approval and arrangements have been made with ARMC's Fire Life & Safety Personnel.
2. Do not store any items in paths of egress, hallways, or corridors, unless prior approval and arrangements have been made with ARMC's Fire Life & Safety Personnel.

### **C. Infection Control Measures & Conditions.**

#### **A. Infection Control Risk Assessment (ICRA) Permit.**

1. Prior to initiating any investigative, repair or construction related work in a healthcare setting, Project Lead and or point of contact must make a formal request for an assessment and submittal to ARMC's Epidemiology department for a proper issuance of a dedicated Infection Control Risk Assessment (ICRA) and permit.
2. An ICRA needs to be established to determine the environmental risks and infectious control mitigation measures are required to keep the environment safe.
3. The ICRA Permit must be signed by the assigned project point of contact and approved by ARMC's Epidemiology department prior to commencement of any pre-scheduled task or work.
4. The ICRA Permit must be posted outside containment barrier, visible and within a cleanable sleeve or surface.
5. The ICRA permit shall always be valid and any request for an extension or re-classification must be submitted to ARMC's Epidemiology with ample time to ensure proper compliance.
6. **It is the Project Lead and/or point of contact responsibility** to educate and have all associated project personnel understand and able to implement, preserve all measures and applicable healthcare infectious control measures outlined on the ICRA permit.

#### **B. Containment Barriers & Measures**

1. When planning for new, altered, or renovated space, the applicable guideline is all associated work abides to is The Joint Commission (TJC) Standard. The hospital must manage its environment during demolition, renovation, or new construction to reduce risk to those in the organization.
2. Containment barrier footprint, parameters and outline phases shall be reflected on the authority having jurisdiction (AHJ) approved construction documents prepared by the design professionals of record (DPOR).
3. All outlined measures and required containment classification conditions per the corresponding ICRA permit **must be implemented and physically established, inspected, and approved by ARMC's Epidemiology and Facilities Management prior to the commencement of work or any related task.**
4. Containment (hard or soft) barrier material shall be flame resistant rated, conform to NFPA 701 standards, minimum 6-mil thick, or otherwise preapproved by ARMC's Fire

- Life & Safety Personnel. If containment barrier material does not have visible stenciling or labeling abiding to such standards, supplemental documentation will be required.
5. Proper Personal Protective Equipment (PPE) shall be kept in the anteroom (if applicable), sealed properly and isolated from possible cross contamination from active work areas.
  6. Personnel shall clean, wipe, vacuum (HEPA Filter) and free themselves of debris or dust prior to exiting the contained work area. If applicable PPE shall be worn outside the contained work area to maintain a contaminant free environment as much as possible.
  7. If PPE is contaminated or compromised, it should be discarded and disposed of properly.
  8. Containment barriers and related components are to be built/maintained by the designated vendor or contractor throughout the duration of the task or project.
  9. Any containment barriers or amenities that may impede or encroach on pathways, corridors or means of egress, must be preapproved beforehand by ARMC's Fire Life & Safety Personnel. This will also entail additional measures and requirements under the assigned ISLM.
  10. All containment barriers shall not have any unsealed penetrations, tears, cuts and shall always be kept in good condition. All containment deficiencies must be addressed and repaired immediately upon being discovered and prior to continuation of any work.
  11. Entrance or Zipper doorways are to be closed immediately after entry or exit of contained work areas. If the contained work area needs to be secured and locked, the project lead or contractor is to provide a copy of the key to ARMC's Facilities Management and impacted department leadership.
  12. Sticky, Tacky or Cleanroom mats, shall be placed at the points of entry and exits of contained work areas. They shall be replaced every 50 passes and/or as many times as needed to prevent cross contamination and ensure proper cleanliness compliance.
  13. If an antibacterial dispenser is not present in vicinity of contained work area, please make prior arrangements with ARMC's Environmental Services (EVS) to have a mobile dispenser placed nearby.

**C. Contained Work Area Isolation & Pressurization.**

1. All existing Heating, Ventilation, and Air conditioning (HVAC) supply & returns registers shall be sealed off and isolated with temporary plastic barrier.
2. Please coordinate with ARMC's Facilities Management prior to the commencement of any work if certain HVAC or Mechanical components need to be adjusted or isolated by ARMC's Facilities Management's maintenance personnel beforehand.
3. The placement of a HEPA filter on supply registers is allowable, but specification of filter type will need to be submitted for review and approved by ARMC's Facilities Management beforehand.
4. In contained negative pressure work area, zones and/or Anterooms, HEPA Negative Air Machines or Air Scrubbers exhaust air shall be vented to common areas or preferably to exterior areas, through proper diffusers or temporary registers to deflect or minimize air and noise. **Never to a return/exhaust register or above the ceiling.**
5. In negative pressure work areas, negative pressure readings shall always be monitored and maintained between 0.01-to-0.03-inch water column (WC). Pressures that exceed





this range may cause containment barriers to collapse, be compromised and or impact air balancing aspects in adjacent areas.

6. Logs of contained air pressure readings shall be measured and logged daily, recorded, and posted on exterior surface of exterior containment barriers.

**D. Area Filtration/Pressurization & Monitoring Equipment.**

1. Only HEPA rated Negative Air Machines, Air Scrubbers, Portable Containment Cubes are to be used within the facility.
2. Air Pressurization Equipment, Monitors and/or any other related equipment are to be supplied by the contractor or specialized vendor conducting the work.
3. All corresponding equipment shall be certified, maintained per manufacturer's specifications, clean, in good operable condition, and always remain operational or functional for the duration of the task or project.
4. Supplemental equipment documentation may be requested, as needed.

**D. Special Conditions**

**A. Personnel Conduct**

1. **No Smoking is allowed on ARMC's Campus.** Failure to comply may require dispatching ARMC's Security personnel and being escorted off the campus.
2. No food or beverages shall be taken into the contained work area. Consumption of food or beverages is to be carried out at ARMC's Cafeteria or dedicated exterior break areas. Purified drinking water is acceptable, but within a sealed container.
3. Construction personnel shall be presentable, keep verbal interactions at a low sound level, and not use profanity or vulgar language.
4. Engagement of unsafe behaviors, horse play or physical disputes will not be tolerated. Failure to comply may require dispatching ARMC's Security personnel and being escorted off the campus.
5. Contractors and associated personnel shall only use the facility's public designated restrooms for sanitation purposes unless prior arrangements have been made with ARMC's Facilities Management. For exterior work or projects, the placement and use of portable restrooms is allowable with ARMC's Facilities Management approval beforehand.

**B. House Keeping & Cleanliness**

1. General or Contained work areas should be cleaned and up kept as much as possible. All debris and trash generated by corresponding work shall be removed as needed before the end of each workday.
2. All debris, dust and trash generated by corresponding work shall be kept to a minimum and must be properly cleaned up with a HEPA filtered vacuum, swept, mopped/wiped, or as needed.
3. All debris shall either be placed in a sealed plastic bag or encapsulated prior to exiting a contained work area. It will then need to be transported via a properly covered or enclosed mobile cart to the dedicated disposal container.



- 4. All personnel attire, clothing, tools, and materials shall be properly covered and cleaned prior to exiting contained work areas and transportation through all interior spaces of facility.

**C. Vendor Parking & Path of Travel**

- 1. Contractors and associated personnel shall only park at assigned vendor parking stalls unless prior arrangements have been made with ARMC's Facilities Management.
- 2. Assigned path of travel and freight elevators for all personnel, equipment and material shall only be the only means for pathways and travel used, unless prior arrangements have been made with ARMC's Facilities Management beforehand.

**D. Material & Equipment Storage**

- 1. All associated vehicles, tools, equipment, and materials shall be staged or stored in predetermined allocated space or by other means provided by vendor.
- 2. Materials, equipment, storage or disposal containers and vehicles shall not be staged or stored on campus without any prior arrangements made with ARMC's Facilities Management

**E. Tool, Equipment & Materials**

- 1. All associated tools, equipment and materials shall be furnished by the vendor.
- 2. All associated tools, equipment and materials shall be stored and secured in allocated space or by other means provided by the vendor.
- 3. All tools and equipment used shall be in safe operable condition and maintained per manufacturer standards.
- 4. All power tools and equipment must be inspected by ARMC Facilities Management or Biomedical Engineering department and be given an Electrical Safety sticker per ARMC policy prior to any use.

**F. Protection of Existing Finishes & Elements**

- 1. The contractor is responsible for properly covering and protecting all existing surfaces, finishes and equipment prior to the commencement of any work. Failure to do so and/or damage caused by any associated work to these elements, contractor will be responsible to restore, refurbish, repair, or replace as needed.

**I have read, acknowledged, and understand the above regulatory guidelines and specified protocols, which will always be observed and abided by. Failure to do so will result in work stoppage, delays, and postponement of corresponding work.**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_





Date:

Department / Company:

**Utility & System Shut Down Protocol**

**\*\*\*\* SYSTEM SHUT DOWN NOTICE \*\*\*\***

**WHEN PERFORMING ANY UNEXPECTED OR EMERGENT WORK OR POTENTIAL IMPACTFUL TASK ON ANY ONE OF THE FOLLOWING HOSPITAL INFRASTRUCTURE BASED SYSTEMS, YOU MUST NOTIFY AND OBTAIN APPROVAL FROM FACILITIES MANAGEMENT OR CENTRAL PLANT MANAGERIAL OR SUPERVISORY STAFF BEFORE AND AFTER ISOLATING, SHUTTING OFF AND OR RESTORING ANY SYSTEM, UTILITY SERVICES AND OR INFRASTRUCTURE RELATED FEATURES.**

**Facilities Management:** 909-580-0085

**Central Plant:** 909-580-0089

**Mechanical systems:**

- Air Handlers Units
- Fan Coils / VAV's / TAU's
- Humidifiers
- Exhaust Fans
- Boilers
- Chillers

**Fire Systems:**

- Fire Alarm System
- Fire Sprinkler System
- Fire Doors & Dampers
- Fire Pumps
- Egress Corridors & Pathways
- Kitchen Hood Suppression System

**Electrical systems:**

- Electrical Panels / Sub-Panels
- Electrical Sub-Stations/ Switchgears
- Automatic Transfer Switches
- Emergency Generators
- All Power Circuits

**Communication Systems:**

- Nurse Call system
- Public Address (PA) System
- Telecommunications & Data System
- Security Alarm Systems

**Plumbing systems:**

- Domestic Water Supply
- Hot or Cold-Water Returns
- Industrial & Deionized Water Systems
- Water Softener Systems
- Backflow Prevention Devices
- Pumping Stations

**Access & Transportation Systems:**

- Access Control Systems
- Main Entrances
- Automated or Specialized Doors
- Seismic Portals
- Tube System
- Exterior Side Walks & Pathways
- Elevators

**I have read, acknowledged, and understand compliance to this process and expectations. Failure to do so will result in work stoppage, delays, and postponement of corresponding work.**



FACILITIES MANAGEMENT DEPARTMENT

Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Department / Company: \_\_\_\_\_

**Security Contact & Informative Overhead Page Codes**

**Security Manager:** Christopher Conner

**Emergencies:** 909-580-4444

**Dispatch / Non-Emergencies:** 909-580-1111

*(These numbers access Security in the most expedient manner)*

**In the event the following code systems are initiated or heard from the Public Address System or ARMC Personnel:**

**1. Code Red**

This code is used in the event of a Fire, Smoke, or Smell of something burning.

**Your response:**

- IF THE FIRE HAS BEEN ANNOUNCED IN YOUR AREA, YOU MUST EVACUATE – Therefore:
- First, secure the area where you have been working (ensure there are no slips/trip hazards, clear hallways, etc.)
- *then* Evacuate
- If the Fire *is not* in your immediate area, then be alert for possible increase in activity in the area you are working.

**2. Code Triage**

This code is used in Disaster Situations

**Your response:**

- Secure the area where you have been working (ensure there are no slip/trip hazards, clear corridors, etc.)
- YOU MUST EVACUATE THE AREA by nearest evacuation route.

**3. Code Grey**

There is a Combative Person



**Your response:**

- Secure the area where you have been working (ensure there are no slip/trip hazards, clear corridors, etc.)
- Be alert to a possible increase in activity in the area where you are working.

**4. Code Silver**

There is a Weapon/Hostage situation.

**Your response:**

- Secure the area where you have been working (ensure there are no slip/trip hazards, clear corridors, etc.)
- Be alert to a possible increase in activity in the area where you are working.
- Shelter in place – move out of corridors and into a safe area.

**5. Code Yellow**

There is a Bomb Threat situation.

**Your response:**

- Secure the area where you have been working (ensure there are no slips/trip hazards, clear corridors, etc.)
- YOU MUST EVACUATE THE AREA by nearest evacuation route.

**6. Code Green**

Patient Elopement/Patient Escaped

**Your response:**

- Secure the area where you have been working (ensure there are no slips/trip hazards, clear corridors etc.)
- Be alert to a possible increase in activity in the area where you are working.

**7. Code Pink**

An infant is missing or known to be kidnapped.

**Your response:**

- Be alert for suspicious individuals.
- Report any suspicious activities immediately to your point of contact person or dial 44444 from a hospital phone.
- Note: all ARMC staff and on-site persons participate in this code



**8. Code Purple**

Child missing or known to be kidnapped.

**Your response:**

- Be alert for suspicious individuals.
- Report any suspicious activities immediately to your point of contact person or dial 44444 from a hospital phone.
- Note: all ARMC staff and on-site persons participate in this code

**9. Code Orange**

HazMat Spill/Chemical Release

**Your response:**

- IF THE CODE HAS BEEN ANNOUNCED IN YOUR AREA, YOU MUST EVACUATE – Therefore:
- First, secure the area where you have been working (ensure there are no slips/trip hazards, clear hallways, etc.)
- then Evacuate
- If the HazMat/Chemical Spill is not in your immediate area, then be alert for possible increase in activity in the area you are working.

**10. Code Blue**

This code is used in cases of medical emergencies related to cardiac or respiratory arrest.

**Your response:**

- Be alert for a possible increase in activity within the area you are working.

**I have read, acknowledged, and understand the above Security Contact & Informative Overhead Page Codes protocols, which will always be observed and abided by.**

Name: \_\_\_\_\_

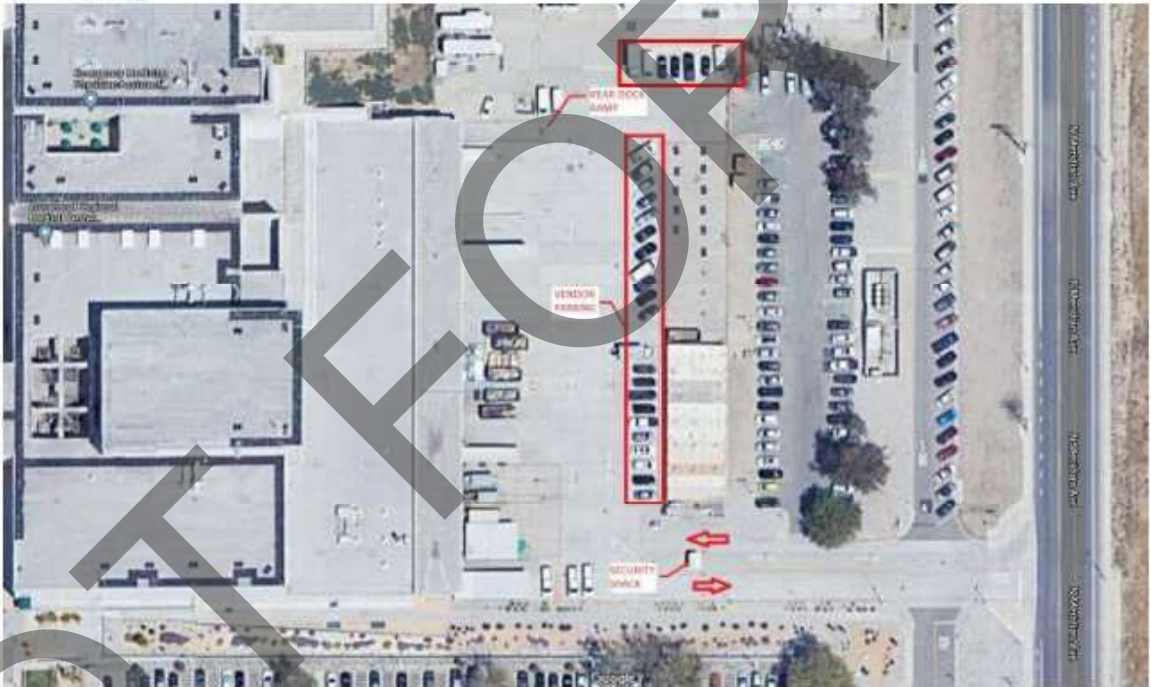
Signature: \_\_\_\_\_

Date: \_\_\_\_\_

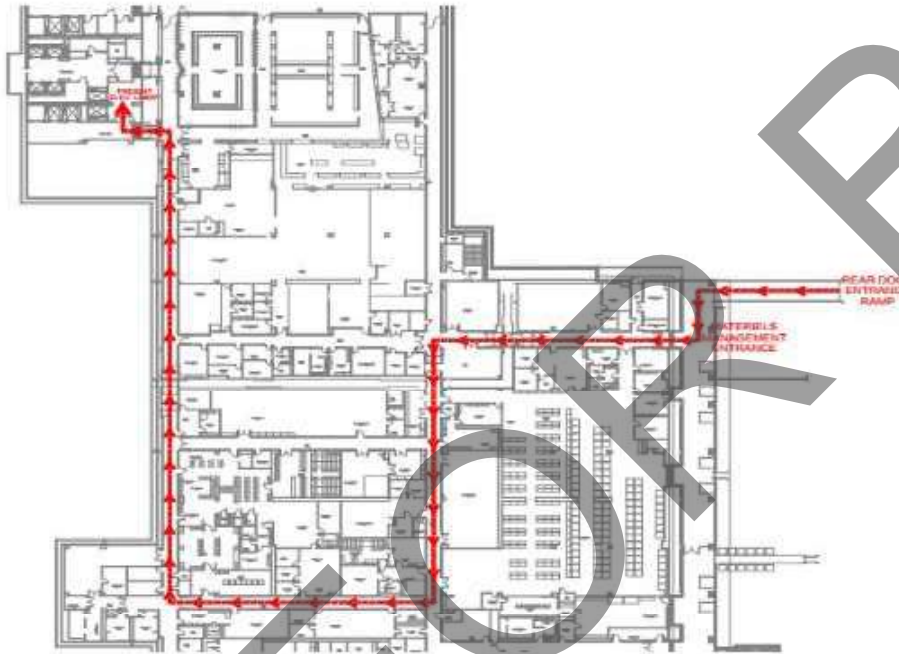
Department / Company: \_\_\_\_\_

**Vendor & Visitor Parking & Path of Travel**

**A. Parking.**



**B. Path of Travel:**



**ATTACHMENT B**

**ARMC Pre-Construction Risk Assessment Form**

**NOT FOR BID**





### Pre-Construction Risk Assessment (PCRA) Form

| PART A – Project Information (To Be Filled Out by Applicant)    |   |
|---|---|
| <b>Project Lead / Point of Contact:</b><br><input type="text"/> | <b>Contractor / Vendor:</b><br><input type="text"/>   |
| <b>Project Name / CIP Number :</b><br><input type="text"/>      | <b>Location / Area of Work Activity:</b><br>- Building: <input type="text"/><br>- Floor Level: <input type="text"/><br>- Room / Door Number: <input type="text"/> |
| <b>Start &amp; Completion Date:</b><br><input type="text"/>     | <b>Work Timeframe</b> (Weekdays, Weekend, Time of Day):<br><input type="text"/>   |

| PART B – Project Overview (To Be Filled Out by Applicant)  |
|--|
| <p>(Please outline in brief, terms of the project's scope, the general repair, work related task or activities and identify any significant challenges to consider) :</p> <div style="background-color: #e0f0ff; height: 350px; width: 100%;"></div> |

## **PART C – Required Special Permit & Notice Checklist**

**(To Be Filled Out by Applicant)**

*(CHECK ALL THAT APPLY TO TASK AND WORK AREA)*

**Impact Notices**

- Patient Care & Secure Areas
- Utilities Shutoffs or Interruptions
- Noise, Vibration, Odors & Etc.
- Data & Telecommunication
- Restrooms & Related Amenities
- Waiting Areas & Lobby's
- Parking

**Interim Life Safety Measures / Evaluation (ILSM)**

- Blockage or Encroachment of Corridors & Pathways
- Impediment of Egress / Fire Exit Doors & Stairways
- Isolation of Fire Alarm & Suppression System Components
- Fire Watch.

**Hot Work Permit**

- Welding / Soldering
- Metal Grinding/ Cutting / Sparks
- Flammable Material / Combustible Liquids

**ICRA Permit**

- Epidemiology Infection Control Risk Assessment
- Infection Control Measures & Requirements
- Containment Barriers

**Environmental Services**

- Movement of Equipment or Furniture
- Wall Mounted Soap & Hand Sanitizer Dispensers
- Terminal Cleaning

**Other Work Area Safety Measures or Potential Hazards**

*(If applicable, please describe below)*

| PART D – Infection Control Matrix (To Be Filled Out by Applicant) |                |  |
|---|----------------|--|
| <i>(CHECK TYPE THAT APPLY):</i>                                   |                |  |
| <input type="checkbox"/>  | TYPE A         | <p><b>Inspection and non-invasive activities. Includes but is not limited to:</b></p> <ul style="list-style-type: none"> <li>• Removal of ceiling tile for visual inspection-limited to 1 tile per 50 square feet with limited exposure time.</li> <li>• Limited building system maintenance (e.g., pneumatic tube station, HVAC system, fire suppression system, electrical and carpentry work to include painting without sanding) that does not create dust or debris.</li> <li>• Clean plumbing activity limited in nature.</li> </ul>   |
| <input type="checkbox"/>  | TYPE B         | <p><b>Small-scale, short duration activities that create minimal dust and debris. Includes but is not limited to:</b></p> <ul style="list-style-type: none"> <li>• Work conducted above the ceiling (e.g., prolonged inspection or repair of firewalls and barriers, installation of conduit and/or cabling, and access to mechanical and/or electrical chase spaces).</li> <li>• Fan shutdown/startup.</li> <li>• Installation of electrical devices or new flooring that produces minimal dust and debris. The removal of drywall where minimal dust and debris is created.</li> <li>• Controlled sanding activities (e.g., wet or dry sanding) that produce minimal dust and debris</li> </ul>  |
| <input type="checkbox"/>  | TYPE C         | <p><b>Large-scale, longer duration activities that create a moderate amount of dust and debris. Includes but is not limited to:</b></p> <ul style="list-style-type: none"> <li>• Removal of preexisting floor covering, walls, casework or other building components.</li> <li>• New drywall placement.</li> <li>• Renovation work in a single room.</li> <li>• Non-existing cable pathway or invasive electrical work above ceilings.</li> <li>• The removal of drywall where a moderate amount of dust and debris is created.</li> <li>• Dry sanding where a moderate amount of dust and debris is created.</li> <li>• Work creating significant vibration and/or noise.</li> <li>• Any activity that cannot be completed in a single work shift.</li> </ul> |
| <input type="checkbox"/>  | TYPE D         | <p><b>Major demolition and construction activities. Includes but is not limited to:</b></p> <ul style="list-style-type: none"> <li>• Removal or replacement of building system component(s).</li> <li>• Removal/installation of drywall partitions.</li> <li>• Invasive large-scale new building construction.</li> <li>• Renovation work in two or more rooms.</li> </ul>   |
| <input type="checkbox"/>  | Not Applicable |  |



**INFECTION CONTROL RISK GROUPS**

(CHECK TYPE THAT APPLY):

|                          |  |  |
|--------------------------|--|--|
| <input type="checkbox"/> | <b>RISK GROUP 1</b><br>Lowest Risk         | <ol style="list-style-type: none"> <li>Public hallways and gathering areas not on clinical units.</li> <li>Office areas not on clinical units.</li> <li>Breakrooms not on clinical units.</li> <li>Bathrooms or locker rooms not on clinical units.</li> <li>Mechanical rooms not on clinical units.</li> <li>EVS closets not on clinical units</li> </ol>   |
| <input type="checkbox"/> | <b>RISK GROUP 2</b><br>Medium Risk         | <ol style="list-style-type: none"> <li>Waiting areas.</li> <li>Clinical engineering.</li> <li>Materials management.</li> <li>Sterile processing department - dirty side.</li> <li>Kitchen, cafeteria, gift shop, coffee shop, and foodkiosks.</li> </ol>   |
| <input type="checkbox"/> | <b>RISK GROUP 3</b><br>Medium to High Risk | <ol style="list-style-type: none"> <li>Patient care rooms and areas</li> <li>All acute care units</li> <li>Emergency department</li> <li>Employee health</li> <li>Pharmacy - general work zone</li> <li>Medication rooms and clean utility rooms</li> <li>Imaging suites: diagnostic imaging</li> <li>Laboratory</li> </ol>  |
| <input type="checkbox"/> | <b>RISK GROUP 4</b><br>High Risk           | <ol style="list-style-type: none"> <li>All transplant and intensive care units.</li> <li>All oncology units.</li> <li>OR theaters and restricted areas.</li> <li>Procedural suites.</li> <li>Pharmacy compounding.</li> <li>Sterile processing department - clean side.</li> <li>Transfusion services.</li> <li>Dedicated isolation wards/units.</li> <li>Imaging suites: invasive imaging.</li> </ol> |
| <input type="checkbox"/> | Not Applicable                             |  |

**CONSTRUCTION ACTIVITY/INFECTION MATRIX**

(IF APPLICABLE, CIRCLE CLASSIFICATION THAT APPLIES):

| RISK LEVEL | CONSTRUCTION ACTIVITY        |                                 |                                 |                                 |
|------------|------------------------------|---------------------------------|---------------------------------|---------------------------------|
|            | TYPE "A"                     | TYPE "B"                        | TYPE "C"                        | TYPE "D"                        |
| Group 1    | <input type="checkbox"/> I   | <input type="checkbox"/> II     | <input type="checkbox"/> II     | <input type="checkbox"/> III/IV |
| Group 2    | <input type="checkbox"/> I   | <input type="checkbox"/> II     | <input type="checkbox"/> III    | <input type="checkbox"/> IV     |
| Group 3    | <input type="checkbox"/> I   | <input type="checkbox"/> III    | <input type="checkbox"/> III/IV | <input type="checkbox"/> IV     |
| Group 4    | <input type="checkbox"/> III | <input type="checkbox"/> III/IV | <input type="checkbox"/> III/IV | <input type="checkbox"/> IV     |

| <b>PART E – Impact Matrix Checklist (To Be Filled Out by Applicant)</b> |  |  |  |  |  |
|---|--|--|--|--|--|
| Department / Unit   | Direct :   | Adjacent :   | Above :  | Below :  | Lateral :  |
| Risk group (Per Part D)   |  |  |  |  |  |
| Dept. Point of Contact  |  |  |  |  |  |
| <b>Impacted Controls</b>  | <input type="checkbox"/> Noise                               | <input type="checkbox"/> Noise                               | <input type="checkbox"/> Noise                               | <input type="checkbox"/> Noise                               | <input type="checkbox"/> Noise                               |
|   | <input type="checkbox"/> Vibration                           | <input type="checkbox"/> Vibration                           | <input type="checkbox"/> Vibration                           | <input type="checkbox"/> Vibration                           | <input type="checkbox"/> Vibration                           |
|   | <input type="checkbox"/> Dust                                | <input type="checkbox"/> Dust                                | <input type="checkbox"/> Dust                                | <input type="checkbox"/> Dust                                | <input type="checkbox"/> Dust                                |
|   | <input type="checkbox"/> Ventilation                         | <input type="checkbox"/> Ventilation                         | <input type="checkbox"/> Ventilation                         | <input type="checkbox"/> Ventilation                         | <input type="checkbox"/> Ventilation                         |
|   | <input type="checkbox"/> Humidity/ Pressurization            | <input type="checkbox"/> Humidity/ Pressurization            | <input type="checkbox"/> Humidity/ Pressurization            | <input type="checkbox"/> Humidity/ Pressurization            | <input type="checkbox"/> Humidity/ Pressurization            |
|   | <input type="checkbox"/> Odors                               | <input type="checkbox"/> Odors                               | <input type="checkbox"/> Odors                               | <input type="checkbox"/> Odors                               | <input type="checkbox"/> Odors                               |
|   | <input type="checkbox"/> Parking                             | <input type="checkbox"/> Parking                             | <input type="checkbox"/> Parking                             | <input type="checkbox"/> Parking                             | <input type="checkbox"/> Parking                             |
|   | <input type="checkbox"/> Interior Secure Area / Foot Traffic | <input type="checkbox"/> Interior Secure Area / Foot Traffic | <input type="checkbox"/> Interior Secure Area / Foot Traffic | <input type="checkbox"/> Interior Secure Area / Foot Traffic | <input type="checkbox"/> Interior Secure Area / Foot Traffic |
|   | <input type="checkbox"/> Other                               | <input type="checkbox"/> Other                               | <input type="checkbox"/> Other                               | <input type="checkbox"/> Other                               | <input type="checkbox"/> Other                               |
| <b>Infrastructure &amp; Systems Impacted:</b>                           | <input type="checkbox"/> Plumbing                            | <input type="checkbox"/> Plumbing                            | <input type="checkbox"/> Plumbing                            | <input type="checkbox"/> Plumbing                            | <input type="checkbox"/> Plumbing                            |
|   | <input type="checkbox"/> Mechanical                          | <input type="checkbox"/> Mechanical                          | <input type="checkbox"/> Mechanical                          | <input type="checkbox"/> Mechanical                          | <input type="checkbox"/> Mechanical                          |
|   | <input type="checkbox"/> Electrical                          | <input type="checkbox"/> Electrical                          | <input type="checkbox"/> Electrical                          | <input type="checkbox"/> Electrical                          | <input type="checkbox"/> Electrical                          |
|   | <input type="checkbox"/> Structural                          | <input type="checkbox"/> Structural                          | <input type="checkbox"/> Structural                          | <input type="checkbox"/> Structural                          | <input type="checkbox"/> Structural                          |
|   | <input type="checkbox"/> Steam                               | <input type="checkbox"/> Steam                               | <input type="checkbox"/> Steam                               | <input type="checkbox"/> Steam                               | <input type="checkbox"/> Steam                               |
|   | <input type="checkbox"/> Med Air                             | <input type="checkbox"/> Med Air                             | <input type="checkbox"/> Med Air                             | <input type="checkbox"/> Med Air                             | <input type="checkbox"/> Med Air                             |
|   | <input type="checkbox"/> Med Gas                             | <input type="checkbox"/> Med Gas                             | <input type="checkbox"/> Med Gas                             | <input type="checkbox"/> Med Gas                             | <input type="checkbox"/> Med Gas                             |
|   | <input type="checkbox"/> Fire Alarm / Suppression            | <input type="checkbox"/> Fire Alarm / Suppression            | <input type="checkbox"/> Fire Alarm / Suppression            | <input type="checkbox"/> Fire Alarm / Suppression            | <input type="checkbox"/> Fire Alarm / Suppression            |
|   | <input type="checkbox"/> Pneumatic                           | <input type="checkbox"/> Pneumatic                           | <input type="checkbox"/> Pneumatic                           | <input type="checkbox"/> Pneumatic                           | <input type="checkbox"/> Pneumatic                           |
|   | <input type="checkbox"/> Data/Telecom                        | <input type="checkbox"/> Data/Telecom                        | <input type="checkbox"/> Data/Telecom                        | <input type="checkbox"/> Data/Telecom                        | <input type="checkbox"/> Data/Telecom                        |
|   | <input type="checkbox"/> Other                               | <input type="checkbox"/> Other                               | <input type="checkbox"/> Other                               | <input type="checkbox"/> Other                               | <input type="checkbox"/> Other                               |

| <b>PART F - Review &amp; Approval</b>  |   |                  |             |
|--|---|------------------|-------------|
| <b>(Mandatory Review or Approval Required by ARMC Facilities Management Staff)</b> |   |                  |             |
| <b>Facilities Management Staff:</b>  | <b>Approved</b>   | <b>Signature</b> | <b>Date</b> |
| Project Manager<br>– Jose Morales  | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |                  |             |
| Safety Technician<br>– Shawn Shelton   | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |                  |             |
| Safety Officer<br>– Rob Hanley   | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |                  |             |
| Facilities Manager<br>– Jon Hall   | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |                  |             |
| Central Plant Supervisor<br>– Brian Mooney   | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |                  |             |

| <b>(If Deemed Necessary, Deferred Review &amp; Approval by ARMC Facilities Management Staff)</b> |   |  |  |
|--|---|--|--|
| Maintenance Supervisor<br>– Steve Smith  | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |  |  |
| Maintenance Supervisor<br>– Cory Hall  | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |  |  |

## ATTACHMENT C

### ARMC Infection Control Risk Assessment Guidelines

NOT FOR BID



**Infection Control Construction Permit -ICRA**

|   |  |   |   |   |                              |
|---|--|---|---|---|------------------------------|
| Location of Construction:   |  | Project Name:   |   |   |                              |
| Project Coordinator:  |  | Project Start Date:   |   |   |                              |
| Contractor Performing Work:   |  | Permit Expiration Date:   |   |   |                              |
| ARMC Supervisor:  |  | Telephone:  |   |   |                              |
| Y   | N  | CONSTRUCTION ACTIVITY   | Y   | N   | INFECTION CONTROL RISK GROUP |
|   |  | Type A: Inspection, non-invasive activity   |   |   | GROUP 1: Least Risk          |
|   |  | Type B: Small scale, short duration, moderate to high levels                                      |   |   | GROUP 2: Medium Risk         |
|   |  | Type C: Activity generates moderate to high levels of dust, requires >1 work shift for completion |   |   | GROUP 3: Medium/High Risk    |
|   |  | TYPE D: Major duration and construction activities requiring consecutive work shifts              |   |   | GROUP 4: Highest Risk        |
| <b>Is this work done in a patient Room?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No<br>If yes, it must be <b>Terminally Cleaned</b> when job completed and <b>signed off by IC Officer</b> _____<br><div style="text-align: right;">Date _____ INT _____</div> |  |   |   |   |                              |
| CLASS I   | 1. Execute work by methods to minimize raising dust from construction operations.<br>2. Immediately replace any ceiling tile displaced for visual inspection   |   | 3. Minor Demolition for Remodeling  |   |                              |
| CLASS II  | 1. Provides active means to prevent air-borne dust from dispersing into atmosphere.<br>2. Water mist work surfaces to control dust while cutting.<br>3. Seal unused doors with duct tape.<br>4. Block and seal air vents.<br>5. Wipe surfaces with disinfectant.   |   | 6. Contain construction waste before transport in tightly covered containers.<br>7. Wet mop and/or vacuum with HEPA filtered vacuum before leaving work area.<br>8. Place dust mat at entrance and exit of work area.<br>9. Remove or isolate HVAC system in areas where work is being performed.   |   |                              |
| CLASS III   | 1. Notify Infection Control<br>2. Isolate HVAC system in area where work is being done to prevent contamination of the duct system.<br>3. Complete all critical barriers or implement control cube method before construction begins.<br>4. Maintain negative air pressure within work site utilizing HEPA equipped air filtration units.<br>5. Do not remove barriers from work area until complete project is thoroughly cleaned by Env. Services Dept.  |   | 6. Vacuum work with HEPA filtered vacuums.<br>7. Wet mop with disinfectant.<br>8. Remove barrier materials carefully to minimize spreading of dirt and debris associated with construction.<br>9. Contain construction waste before transport in tightly covered containers.<br>10. Cover transport receptacles or carts. Tape covering.<br>11. Remove or isolate HVAC system in areas where work is being performed.<br>12. Place dust mat at entrance/exit of work area   |   |                              |
|   | Date   |   |   |   |                              |
|   | Initial  |   |   |   |                              |
| CLASS IV  | 1. Notify Infection Control<br>2. Isolate HVAC system in area where work is being done to prevent contamination of the duct system.<br>3. Complete all critical barriers or implement control cube method before construction begins.<br>4. Maintain negative air pressure within work site utilizing HEPA equipped air filtration units.<br>5. Seal holes, pipes, conduits, and punctures appropriately.<br>6. Construct anteroom and require all personnel to pass through this room so they can be vacuumed using a HEPA vacuum cleaner before leaving work site or they can wear cloth or paper overalls that are removed each time they leave the work site.<br>7. All personnel entering work site are required to wear shoe covers. |   | 8. Do not remove barriers from work area until completed project is thoroughly cleaned by the Environmental Service Dept.<br>9. Vacuum work area with HEPA filtered vacuums.<br>10. Wet mop with disinfectant.<br>11. Remove barrier materials carefully to minimize spreading of dirt and debris associated with construction.<br>12. Contain construction waste before transport in tightly covered containers.<br>13. Cover transport receptacles or carts. Tape covering.<br>14. Remove or isolate HVAC system in areas where work is being done.<br>15. Place dust mat at entrance/exit of work area |   |                              |
|   | Date   |   |   |   |                              |
|   | Initial  |   |   |   |                              |
| Additional Requirements:  |  |   |   |   |                              |
| Date  |  | Initials  |   | 12 Hour uninterrupted exchange required? Yes <input type="checkbox"/> No <input type="checkbox"/> |                              |
| Date  |  | Initials  |   | Exceptions/Additions to this permit are noted by attached memoranda.                              |                              |
| Permit Request By:  |  |   | Permit Auth. By:  |   |                              |
| Date:   |  |   | Date:   |   |                              |





## CONSTRUCTION ACTIVITY TYPES

|        |  |
|--------|--|
| TYPE A | Inspection and Non-Invasive Activities. Includes but is not limited to removal of ceiling tiles for visual inspection (limited to one (1) tile per fifty (50) square feet), painting (but not sanding) wall covering, electrical trim work, minor plumbing and activities that do not generate dust or require cutting of walls or access to ceilings other than for visual inspection.  |
| TYPE B | Small-scale, short duration activities that create minimal dust, includes but not limited to installation of telephone and computer cables, access to chase spaces, cutting walls or ceiling where dust migration can be controlled.   |
| TYPE C | Any work that generates a moderate to high level of dust or requires demolition or removal of any fixed building components or assemblies. Includes but is not limited to sanding of walls for painting or wall coverings; removing floor coverings, ceiling tiles and casework; new wall construction; minor ductwork or electrical work above ceilings; major cabling activities and any activity that cannot be completed within a single work shift. |
| TYPE D | Major demolition and construction projects. Includes but is not limited to activities that require consecutive work shifts, heavy demolition or removal of a complete ceiling system and new construction.   |

## INFECTION CONTROL RISK GROUPS

| RISK GROUP 1<br>Lowest Risk  | RISK GROUP 2<br>Medium Risk   | RISK GROUP 3<br>Medium to High Risk  | RISK GROUP 4<br>High Risk   |
|--|---|--|---|
| 1. Office Areas (Admin, HR, Nursing Admin)<br>2. Other Buildings on Hospital Campus (Physical Plant, Material Service/Warehouse, Quality, Library, Training Center)<br>3. Other Buildings off Campus ( | 1. Main Lobby<br>2. Patient Registration<br>5. MED/SURG<br>6. Nutrition and Food Services (including cafeteria) | 1. Lab<br>2. Tele<br>3. Maternal/Child<br>4. Emergency Department<br>5. Radiology<br>6. Special Procedures | 1. Pharmacy<br>2. Surgery<br>3. PACU<br>4. ASU<br>5. C-Section Suite<br>6. ICU<br>7. Sterile Processing<br>8. Angiography |

## CONSTRUCTION ACTIVITY/INFECTION MATRIX

Infection Control consultation is required when the construction activity and risk level indicate that Class III and Class IV control procedures are necessary.

| RISK LEVEL | CONSTRUCTION ACTIVITY |          |          |          |
|------------|-----------------------|----------|----------|----------|
|            | TYPE "A"              | TYPE "B" | TYPE "C" | TYPE "D" |
| Group 1    | I                     | II       | II       | III/IV   |
| Group 2    | I                     | II       | III      | IV       |
| Group 3    | I                     | III      | III/IV   | IV       |
| Group 4    | III                   | III/IV   | III/IV   | IV       |

IC Forms-Revised 6/2018

|           |   |   |
|-----------|---|---|
|           | <p>Execute work by methods to minimize raising dust from construction operations.<br/>Immediately replace a ceiling tile displaced for visual inspection</p>  |   |
| CLASS II  | <ol style="list-style-type: none"> <li>1 Provide active means to prevent airborne dust from dispersing into atmosphere.</li> <li>2 Water mist work surfaces to control dust while cutting.</li> <li>3 Seal unused doors with duct tape.</li> <li>4 Block off and seal air vents.</li> <li>5 Place dust mat at entrance and exit of work area</li> <li>6 Remove or isolate HVAC system in areas where work is being performed.</li> </ol>  | <ol style="list-style-type: none"> <li>1. Wipe work surfaces with disinfectant.</li> <li>2. Contain construction waste before transport in tightly covered containers.</li> <li>3. Wet mop and/or vacuum with HEPA filtered vacuum before leaving work area.</li> <li>4. 4. Remove isolation of HVAC system in areas where work is being performed.</li> </ol>  |
| CLASS III | <ol style="list-style-type: none"> <li>1. Remove or Isolate HVAC system in area where work is being done to prevent contamination of duct system.</li> <li>2. Complete all critical barriers i.e. sheetrock, plywood, plastic, to seal area from non-work area or implement control cube method (cart with plastic covering and sealed connection to work site with HEPA vacuum for vacuuming prior to exit) before construction begins.</li> <li>3. Maintain negative air pressure within work site utilizing HEPA equipped air filtration units.</li> <li>4. Contain construction waste before transport in tightly covered containers.</li> <li>5. Cover transport receptacles or carts. Tape covering unless solid lid.</li> </ol>  | <ol style="list-style-type: none"> <li>1. Do not remove barriers from work area until completed project is inspected by the owner's Safety Department and Infection Control Department and thoroughly cleaned by the owner's Environmental Services Department.</li> <li>2. Remove barrier materials carefully to minimize spreading of dirt and debris associated with construction.</li> <li>3. Vacuum work area with HEPA filtered vacuums.</li> <li>4. Wet mop area with disinfectant.</li> <li>5. Remove isolation of HVAC system in areas where work is being performed.</li> </ol> |
| CLASS IV  | <ol style="list-style-type: none"> <li>1. Isolate HVAC system in area where work is being done to prevent contamination of duct system.</li> <li>2. Complete all critical barriers i.e. sheetrock, plywood, plastic, to seal area from non-work area or implement control cube method (cart with plastic covering and sealed connection to work site with HEPA vacuum for vacuuming prior to exit) before construction begins.</li> <li>3. Maintain negative air pressure within work site utilizing HEPA equipped air filtration units.</li> <li>4. Seal holes, pipes, conduits, and punctures appropriately.</li> <li>5. Construct anteroom and require all personnel to pass through this room so they can be vacuumed using a HEPA vacuum cleaner before leaving work site or they can wear cloth or paper coveralls that are removed each time they leave the work site.</li> <li>6. All personnel entering work site are required to wear shoe covers. Shoe covers must be changed each time the worker exits the work area.</li> <li>7. Do not remove barriers from work area until completed project is inspected by the owner's Safety Department and Infection Control Department and thoroughly cleaned by the owner's Environmental Services Department.</li> </ol> | <ol style="list-style-type: none"> <li>1. Remove barrier material carefully to minimize spreading of dirt and debris associated with construction.</li> <li>2. Contain construction waste before transport in tightly covered containers.</li> <li>3. Cover transport receptacles or carts. Tape covering unless solid lid</li> <li>4. Vacuum work area with HEPA filtered vacuums.</li> <li>5. Wet mop area with disinfectant.</li> <li>6. Remove isolation of HVAC system in areas where work is being performed.</li> </ol>  |

**ATTACHMENT D**

**Vendor/Contractor Credential Requirements**

**NOT FOR BID**



## VENDOR/CONTRACTOR CREDENTIAL REQUIREMENTS

Vendors/Contractors who need to conduct business onsite must comply with the following:

- Wear a photo identification card issued by company and;
- Register in RepTrax

Vendors will not be authorized access to any Arrowhead Regional Medical Center (ARMC) patient care area if you are not registered in Reprax® as follows:

- Premier Membership (Nominal Fee) = All Patient Care Areas
- Base Membership (No Cost) = Non Patient Care Areas

ARMC views vendor management as a critical element in providing cost effective and safe care to our patients. Reprax® ensures safety to all patients, vendors, and caregivers through a robust credentialing process that ensures ARMC policies and health precautions are accepted and up-to-date by all vendors.

All vendor representatives are required to register in the Reprax® system at [www.reprax.com](http://www.reprax.com).

New vendors are encouraged to visit Reprax® at [www.reprax.com](http://www.reprax.com) and create an account before visiting. This will allow the review of the ARMC Policies and Procedures.

To contact Reprax® directly about your account, please call (214) 222-7484, Prompt 1 or email at [reprax@deviwelectronics.com](mailto:reprax@deviwelectronics.com) .

**Once you have registered, each time you enter the campus you are required to check-in at Material Management.**

**ATTACHMENT E**

**Inspection Request Form**

**NOT FOR BID**



## INSPECTION REQUEST

Contractor: \_\_\_\_\_ Request #: \_\_\_\_\_  
 Sub-Contractor: \_\_\_\_\_ Date: \_\_\_\_\_  
 Project #: \_\_\_\_\_  
 HCAI #: \_\_\_\_\_

Date Inspection Required: \_\_\_\_\_

Re-Inspection

Location: \_\_\_\_\_

|                       |
|-----------------------|
| Detailed Description: |
|                       |
|                       |
|                       |
|                       |

**Type of Inspection:**

Demolition \_\_\_\_\_ Woods/Plastic \_\_\_\_\_  
 Sitework \_\_\_\_\_ Casework \_\_\_\_\_  
 Soils Inspection \_\_\_\_\_ Therm/Moist Protection \_\_\_\_\_  
 Rebar \_\_\_\_\_ Waterproofing \_\_\_\_\_  
 Concrete \_\_\_\_\_ Roofing \_\_\_\_\_  
 Shotcrete \_\_\_\_\_ Doors/Windows \_\_\_\_\_  
 Masonry \_\_\_\_\_ Finishes \_\_\_\_\_  
 Structural Steel \_\_\_\_\_ Framing \_\_\_\_\_  
 Misc. Steel \_\_\_\_\_ Drywall \_\_\_\_\_

**For Specialty Inspection:**

Equipment \_\_\_\_\_ Supplier \_\_\_\_\_  
 Elevators \_\_\_\_\_ Patch Plant \_\_\_\_\_  
 Mechanical \_\_\_\_\_ Time \_\_\_\_\_  
 Plumbing \_\_\_\_\_ Mix Design # \_\_\_\_\_  
 Fire Sprinklers \_\_\_\_\_ Quantity \_\_\_\_\_  
 Electrical \_\_\_\_\_ On-Site Time \_\_\_\_\_  
 Fire/Life Safety \_\_\_\_\_ WPS # \_\_\_\_\_  
 Medical Gas \_\_\_\_\_ Shop Location \_\_\_\_\_  
 Other \_\_\_\_\_

Submitted by: \_\_\_\_\_

**Inspection Results:**

Accepted

Correct as noted / Proceed with work

Rejected / Re-Inspection Required

Reason for Rejection: \_\_\_\_\_

Inspected By: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR CERTIFICATION  
CALIFORNIA AIR RESOURCES BOARD (CARB)**

**IN-USE OFF-ROAD DIESEL FUELED FLEET CERTIFICATION OF COMPLIANCE**

I hereby certify that Contractor is familiar with the requirements of California Code of Regulations (CCR) Title 13 sections 2449, 2449.1, and 2449.2, In-Use Off-Road Diesel Fueled Fleet Regulation (Off-Road Regulation) Compliance (CARB), and that Contractor shall comply with these requirements:

**1. Certification of Compliance.** I hereby certify that I and all of my subcontractors will conform to the California Air Resource Board ("CARB") In-Use Off-Road Diesel-Fueled Fleets requirements for all work involving the use of vehicles subject to the regulations, including, without limitation, as applicable, the Contracting Requirements in Title 13 CCR section 2449, subdivision (i), subparts (1) – (4), and the Prime Contractor Requirements in Title 13 CCR section 2449, subdivision (j), subparts (1) – (5).

**2. Instructions.** Check one (1) box below.

Contractor's current CARB issued Certificate of Reported Compliance accompanies this Certification. (If this box is checked, the valid Certificate(s) Reported Compliance with this Regulation for In-Use Off-Road Diesel-Fueled Fleet provided by CARB for the fleet selected for the contract and their listed subcontractors, if applicable **must** be provided with this form.)

Contractor certifies that its work on the Project (including work of its Subcontractors) does not involve the use of vehicles subject to the CARB In-Use Off-Road Diesel-Fueled Fleets requirements.

**3.** I further certify that each of the Contractor's listed subcontractors is familiar with these requirements and shall also comply.

**\*Note:** All Subcontractor(s) Certificate of Reported Compliance Number(s) shall be listed on the Designation of Subcontractors table contained in the Bid Proposal.

Failure to submit this form or comply with any of the above requirements may result in the bid to be found non-responsive and the bid bond forfeited. Bidder shall ensure that their fleet, as well as all rental fleets and subcontractor fleets, maintain their active and current CARB certification for the duration of the project.

**The Bidder certifies under penalty of perjury under the laws of the State of California that the information provided in this form is true and correct.**

Bidder's Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_