



**SONOMA VALLEY HEALTH CARE DISTRICT
BOARD OF DIRECTORS**

AGENDA

**THURSDAY, SEPTEMBER 7, 2023
REGULAR SESSION: 12:00PM**

**VINTAGE HOUSE
264 1st Street East, Conference Room 105
Sonoma, CA 95476**

**To participate via Zoom videoconferencing, use the link below:
Join Zoom Meeting**

<https://sonomavalleyhospital-org.zoom.us/j/91700563772?pwd=N29QNVZVN1R6VkRNCe9mVFRtYlI2UT09&from=addon>

Meeting ID: 917 0056 3772

Passcode: 517004

To participate via telephone phone, dial
1-669-219-2599 or 1-669-900-9128

<p>In compliance with the Americans Disabilities Act, if you require special accommodations to participate in a District meeting, please contact Monique Crayton, District Clerk at mcrayton@sonomavalleyhospital.org at least 48 hours prior to the meeting.</p>	RECOMMENDATION		
AGENDA ITEM			
<p>MISSION STATEMENT <i>The mission of SVHCD is to maintain, improve, and restore the health of everyone in our community.</i></p>			
<p>1. CALL TO ORDER</p>	<i>Bjorndal</i>		
<p>2. PUBLIC COMMENT <i>At this time, members of the public may comment on any item not appearing on the agenda. It is recommended that you keep your comments to three minutes or less. Under State Law, matters presented under this item cannot be discussed or acted upon by the Board at this time. For items appearing on the agenda, the public will be invited to make comments at the time the item comes up for Board consideration.</i></p>			
<p>3. REPORT ON CLOSED SESSION OF AUGUST 22, 2023</p>	<i>Bjorndal</i>		
<p>4. BOARD CHAIR COMMENTS</p>	<i>Bjorndal</i>		
<p>5. CONSENT CALENDAR a. Board Minutes 08.03.23 b. Finance Committee Minutes 07.25.23 c. Quality Committee Minutes 07.26.23</p>	<i>Bjorndal</i>	Action	Pages 3-5 Pages 6-8 Pages 9-12

d. Medical Staff Credentialing e. Policies and Procedures			Pages 13-17
6. VINTAGE HOUSE PRESENTATION	<i>Morales</i>	Inform	Pages 18-28
7. BONDED TREASURER RESOLUTION	<i>Armfield</i>	Action	Pages 29-31
8. APPROVAL OF PT EXPANSION PROJECT	<i>Hennelly</i>	Action	Pages 32-45
9. APPROVAL OF SEISMIC SCOPING PROJECT	<i>Hennelly</i>	Action	Pages 46-68
10. ODC PROJECT	<i>Hennelly/ Drummond</i>	Inform	Pages 69-75
11. BOARD RESOLUTION FOR PDC FACILITIES AND CT PHASE 2 BID AWARD	<i>Hennelly/ Drummond</i>	Action	Pages 76-249
12. SVHCD GOVERNANCE COMMITTEE CHANGE IN BY LAWS RECOMMENDATIONS <ul style="list-style-type: none"> • CEO PERFORMANCE EVALUATION • STANDING COMMITTEE MEMBER QUALIFICATIONS 	<i>Boerum</i>	Action	Page 250 Page 251
13. CHIEF OF STAFF REPORT	<i>Walther</i>	Inform	Pages 252-259
14. CEO REPORT	<i>Hennelly</i>	Inform	Pages 260-263
15. CMO UPDATE	<i>Sankaran</i>	Inform	Pages 264-268
16. FINANCIALS FOR MONTH END JULY 2023	<i>Armfield</i>	Inform	Pages 269-277
17. BOARD COMMENTS	<i>Board Members</i>	Inform	
18. ADJOURN	<i>Bjorndal</i>		

Note: To view this meeting you may visit <http://sonomatv.org/> or YouTube.com.



**SONOMA VALLEY HEALTH CARE DISTRICT
BOARD OF DIRECTORS' REGULAR MEETING**

MINUTES

THURSDAY, AUGUST 3, 2023

**HELD IN PERSON AT 177 FIRST STREET WEST, SONOMA,
AND VIA ZOOM TELECONFERENCE**

	RECOMMENDATION	
SONOMA VALLEY HOSPITAL BOARD MEMBERS 1. Judith Bjorndal, MD, Chair, Absent 2. Susan Kornblatt Idell, First Vice Chair, Present 3. Denise M. Kalos, Second Vice Chair, Via Zoom 4. Bill Boerum, Treasurer, Present 5. Wendy Lee Myatt, Secretary, Present		
MISSION STATEMENT <i>The mission of SVHCD is to maintain, improve and restore the health of everyone in our community.</i>		
1. CALL TO ORDER	<i>Kornblatt Idell</i>	
Meeting called to order at 6:00 p.m.		
2. PUBLIC COMMENT		
None.		
3. BOARD CHAIR COMMENTS	<i>Kornblatt Idell</i>	
Vice Chair, Kornblatt Idell announced that she would be chairing the day's meeting in the absence of Dr. Bjorndal who is expected to return for the September Board Meeting.		
4. CONSENT CALENDAR	<i>Kornblatt Idell</i>	Action
a) Board Minutes 07.06.23 b) Finance Committee Minutes 06.27.23 c) Quality Committee Minutes 06.28.23 d) Medical Staff Credentialing e) Policy and Procedures		MOTION: by Kalos to approve, 2 nd by Lee Myatt. All in favor.
5. FINANCE COMMITTEE QUARTERLY REPORT	<i>Boerum</i>	Inform
Mr. Boerum highlighted Finance Committee activities for the recent quarter including confirmation of the Annual Budget, the Armanino firm's positive feedback on the hospital's budget process, and the convening of two special Finance Committee meetings to consider a merger opportunity.		
6. CEO REPORT	<i>Hennelly</i>	Inform
The CEO Report is as submitted. Mr. Hennelly announced that the Lown Institute had recently recognized SVH as one of the most socially responsible hospitals in America, receiving "A" grades in Health Equity, Value, and Outcomes on the 2023-24 Lown Institute Hospital Index. Mr. Hennelly then discussed June Financials, and the overall financial performance for the fiscal year. Mr. Hennelly noted that although the fiscal year ended with a weaker than expected June,		

<p>the year significantly outperformed budgeted volumes and revenues. Lastly, Mr. Hennelly stated that ODC continues to move forward, and meet timelines. Staff will be presenting a proposal for sitework to install the temporary MRI. The Board will be asked to consider the proposal at this meeting.</p>		
<p>7. CMO REPORT</p>	<p><i>Sankaran</i></p>	<p>Inform</p>
<p>Dr. Sankaran announced that the Napa Valley Emergency Medicine Group began staffing the Emergency Department on August 1st. She stated that the transition has been successful so far, especially since the physicians are familiar with the Epic system due to their work at the Providence Queen of the Valley Medical Center. Dr. Sankaran went on to announce that Geriatric NP, Becky Spear had begun her tenure with the hospital. Ms. Spear’s responsibilities will include:</p> <ul style="list-style-type: none"> • Pre-op medication reconciliation • Pre-op evaluations • Goals of care discussions • Communication with Anesthesia, PCP, and Surgeons • Inpatient consultations • Implementation of screening and interventions to prevent delirium • Improving mobilization during hospitalization and post-operatively • Community linkages and transitions in care <p>This is all part of the introduction of the Age Friendly Health System. The hospital-based program that will provide high quality care consistent with geriatric best practices. The Board then discussed future goals for this program including the possibility of expanding to include an outpatient geriatric practice. Finally, Dr. Sankaran discussed other clinical developments including recruitment efforts for Gastroenterology and Orthopedic physicians. She noted that a GI candidate will be interviewing the week of August 7th. Additionally, there have been ongoing discussions with an Orthopedic candidate that has expressed interest in establishing a practice in the Sonoma area.</p>		
<p>8. UCSF AFFILIATION UPDATE</p>	<p><i>Hennelly</i></p>	<p>Inform</p>
<p>Mr. Hennelly discussed updates to the UCSF Affiliation Matrix:</p> <ul style="list-style-type: none"> • Intensivist Coverage of ICU: engaging UCSF and third-party vendors on contracting. Dr Sankaran will lead. Conversations progressing most promisingly with UCSF. Potential trial later this Fall. • Joint Recruitment of GI and Ortho Specialists: interviewing candidates. • Centralized Scheduling: on-going conversations with UCSF Affiliates team on build requirements. Work on going. • EPIC integration: Interface builds still underway. Project completion is still 6 weeks away. 		

Regarding the UCSF Affiliation Agreement, Mr. Hennelly said that the framework to build a financial component to the agreement is in process. \$100,000 is the projected “ask” amount.		
9. APPROVAL OF BID FOR SITE WORK FOR TEMPORARY MRI	<i>Hennelly</i>	Action
Mr. Hennelly announced that after a public bidding process, GMH builders had submitted the lone bid for sitework to install the temporary MRI site. He then introduced Ms. Kimberly Drummond to provide an overview of the bid. Ms. Drummond’s presentation included a recommendation to proceed with the GMH bid for \$761K. It was noted that the budgeted amount for the site work was \$451K. A contingency plan has been put in place to cover the shortfall amount. Also, staff will continue to work with Architects to see if additional scope changes can be identified to cover the increased cost of the project. Mr. Hennelly asked the Board for approval to move forward with the GMH bid. He said that the matter had recently been reviewed by the Finance Committee who recommended that the bid be brought forward to the Board of Directors for approval.		MOTION: by Boerum to approve, 2 nd by Kalos. All in favor.
10. FINANCIALS FOR MONTH END JUNE 2023	<i>Armfield</i>	Inform
Mr. Armfield stated that the fiscal year ended with a weaker than expected June. Despite the slowdown, Mr. Armfield said that June marked the close to what has been a very successful fiscal year for the hospital. Mr. Armfield went on to provide a summary of the 4 th quarter spending plan. He noted that most spending will be a collaborative effort with the Sonoma Valley Hospital Foundation. Mr. Boerum then mentioned that he and Mr. Armfield had recently met with Fiona Ma and leadership at the California Health Facilities Finance Authority (CHFFA). He stated that the meeting went very well and provided an opportunity for continued partnership. Lastly, Mr. Boerum announced that the Audit Committee will meet on October 11 th to review finalized audit results.		
11. BOARD COMMENTS	<i>Board Members</i>	Inform
Mr. Boerum proposed the idea of meeting with the Sonoma School District to discuss utilizing their excess land for workforce housing.		
12. ADJOURN	<i>Chair</i>	
Adjourned at 6:45 p.m.		



**SVHCD
FINANCE COMMITTEE MEETING
MINUTES**

**TUESDAY, JULY 25, 2023
6:00 pm**

**In Person at Sonoma Valley Hospital
347 Andrieux Street
and Via Zoom Teleconference**

Present	Not Present/Excused	Staff	Public
Bill Boerum, in person Wendy Lee Myatt, in person Carl Gerlach, in person Ed Case, in person Bob Crane, in person Peter Hohorst, in person Catherine Donahue, via Zoom	Graham Smith Subhash Mishra, M.D.	John Hennelly, CEO, in person Ben Armfield, CFO, in person Dawn Kuwahara, via Zoom	None.
AGENDA ITEM	DISCUSSION	ACTIONS	FOLLOW-UP
MISSION & VISION STATEMENT <i>The mission of SVHCD is to maintain, improve and restore the health of everyone in our community.</i>			
1. CALL TO ORDER/ANNOUNCEMENTS	<i>Lee Myatt</i>		
	Called to order at 6:30 p.m.		
	Wendy Lee Myatt called the meeting to order in place of Finance Committee Chair, Bill Boerum who was in route to the meeting location.		
2. PUBLIC COMMENT SECTION	None.		
3. REPORT ON CLOSED SESSION	Ms. Myatt-Lee chaired the meeting's closed session on behalf of Mr. Boerum. Ms. Myatt-Lee stated that there was a discussion regarding proposed services. No decisions were made.		
4. CONSENT CALENDAR	<i>Lee Myatt</i>	Action	
a. Finance Committee Minutes 06.27.23	The committee approved the 06.27.23 meeting minutes as presented.	MOTION: by Case to approve, 2 nd by Crane. All in favor.	

5. TEMPORARY MRI SITE	<i>Hennelly</i>	Inform	
	<p>Mr. Hennelly announced that after a public bidding process, GMH builders had submitted the lone bid for sitework to install the temporary MRI site. The committee discussed several next steps including the possibility of extending the bidding timeline in an effort to attract additional bidders for the project. Following a lengthy discussion, the committee recommended that Mr. Hennelly bring forward a proposal to the Board of Directors to award GHM builders the contract for the sitework to install the temporary MRI. The matter will be calendared for discussion and approval at the August 3rd Board meeting.</p> <p>Mr. Hennelly said that he expects this phase of the project to come in at budget and the timeline continues to have the unit operational by the end of 2023 with the permanent project going live in the spring of 2025.</p>		
6. EPIC UPDATE	<i>Hennelly</i>	Inform	
	Mr. Hennelly stated that there have been no significant updates and interface efforts with UCSF continue.		
7. UCSF AFFILIATION UPDATE	<i>Hennelly</i>	Inform	
	Mr. Hennelly reported that Dr. Peter Carroll is still set to begin his virtual clinic on July 1 st , and the Transfer Center project is still on pace. Additionally, Mr. Hennelly announced that UCSF has recently purchased St. Mary's and St. Francis Hospitals in San Francisco. The Committee then went on to discuss the current affiliation agreement with UCSF. It was agreed that further discussion should be scheduled for an upcoming Board of Directors meeting.		
8. RFP UPDATE	<i>Hennelly</i>		
	Mr. Hennelly reported that following a competitive RFP process, the Petaluma Health Center had been selected as the new partner for the Sonoma Valley Health Center. Mr. Hennelly said that although not selected, SVH is fully supportive and looking forward to the new partnership.		
9. FINANCIAL REPORT FOR MONTH END JUNE 2023	<i>Armfield</i>	Inform	

	<p>Mr. Armfield stated that the fiscal year ended with a weaker than expected June. Much of the month's performance is due to lower revenues because of extra contractual reserves on specific inpatient encounters and appealed denials. Operating expenses tracked very close to budget for the month, missing by \$30,000 or less than 1%, and supply costs jumped from previous months, which is directly related to year-end inventory performed in June.</p> <p>Mr. Armfield said that despite the slowdown, June marked the close to what has been a very successful fiscal year for the hospital. The year significantly outperformed budgeted volumes and revenues.</p>		
10. REVIEW 4TH QUARTER SPENDING PLAN	<i>Armfield</i>	Inform	
	Mr. Armfield provided a summary of the 4 th quarter spending plan, noting that most spending will be in collaboration with the Sonoma Valley Hospital Foundation.		
11. ADJOURN	<i>Boerum</i>		
	Meeting adjourned at 7:12 p.m.		



SONOMA VALLEY HEALTH CARE DISTRICT
QUALITY COMMITTEE
July 26, 2023, 5:00 PM
MINUTES
Via Zoom Teleconference

Members Present – Via Zoom	Members Present cont.	Excused	Public/Staff – Via Zoom
Susan Kornblatt Idell Carl Speizer, MD Michael Mainardi, MD Ingrid Sheets, EdD, MS, RN		Carol Snyder Kathy Beebe, RN PhD Judith Bjorndal, MD Howard Eisenstark, MD	Jessica Winkler, DNP, RN, NEA-BC, CCRN-K, CNO Kylie Cooper, RN, BSN, CPHQ, MBA, Quality and Risk Mgmt. John Hennelly, CEO Paul Amara, MD Dawn Kuwahara, RN, BSN Nicolas Hadjiyianni, Lab Manager Louie Lacson, CLS

AGENDA ITEM	DISCUSSION	ACTION
1. CALL TO ORDER/ANNOUNCEMENTS	<i>Kornblatt Idell</i>	
	Meeting called to order at 5:07 p.m.	
2. PUBLIC COMMENT	<i>Kornblatt Idell</i>	
	None	
3. CONSENT CALENDAR	<i>Kornblatt Idell</i>	ACTION

<ul style="list-style-type: none"> • QC Minutes 06.28.23 	<p>Minutes of the 06.28.23 meeting were approved as presented.</p>	<p>MOTION: by Mainardi to approve, 2nd by Speizer.. All in favor.</p>
<p>4. LAB QA/PI</p>	<p><i>Kuwahara, Hadjiyianni, Lacson</i></p>	<p>INFORM</p>
	<p>Ms. Kuwahara presented the LAB QA/PI presentation. Overview given of laboratory staff and Scope of Services. Based on a question from Ms. Sheets Ms. Kuwahara explained that Quest is currently the reference lab used by SVH for those tests that cannot be performed in house. Patients can bring their quest order to SVH to have labs performed. Those with Partnership insurance must go to Quest for their lab draws. Accomplishments regarding the EPIC Beaker project were discussed. This was a great accomplishment for the lab and required 2 full-time staff members to be engaged in the implementation of this project. Challenges that were discussed were staffing and aging equipment. The lifespan on lab equipment is 7 years and some equipment will need to be replaced this fiscal year. Some of the equipment to be replaced will be the hematology analyzers. There is a current recruitment for a Lab Supervisor underway. Ms. Kuwahara reported that due to a significant decrease in COVID testing the forecasted volumes for 2023 have decreased. Dr. Mainardi asked when the UCSF interface will be completed. It was anticipated this July, but this has been pushed out to September.</p> <p>The LAB QAPI was presented. Critical value reporting fell below the target. The fallout was explained by Mr. Hadjiyianni. It was due to critical tests not being documented correctly by the CLS regarding a critical test that was called to the provider. Direct education was done on this. MRSA now has a 2-hour turnaround time as opposed to 36 hours as we are now performing the test via PCR.</p>	
<p>5. QUALITY INDICATOR PERFORMANCE PLAN</p>	<p><i>Cooper</i></p>	<p>INFORM</p>

	<p>Ms. Cooper shared the quality indicator performance for the month of June 2023. RN blood culture contamination was above the target. There is a specific action plan in place with ED staff regarding this measure. Code stroke called time was above the target, this was attributed to 1 patient that had an atypical presentation and therefore code stroke time called was delayed. ED throughput time significantly improved despite record volumes. Lower acuity could have contributed. Sepsis core measure did not meet the target, fall out attributed to MD not using the Sepsis Order Set in EPIC. Hand Hygiene improvements seen in June. Monthly and Quarterly CIHQ corrective action plans for conditional and standing findings was presented. Improvements seen in Continuous Observation of At Risk Patients, still not meeting goal, education has been provided to ED MD's regarding ordering of close observation. Fall outs in other monitoring plans presented and action plans discussed. Rate my Hospital Scores for June presented.</p>	
<p>6. POLICIES AND PROCEDURES</p>	<p><i>Cooper</i></p>	<p>INFORM</p>
	<p>Summaries of changes were reviewed for the following policies:</p> <ul style="list-style-type: none"> Administration of Medications Advanced Directives Contrast Reactions 7630-125 Infection Prevention Program Infection Prevention Risk Assessment Management of Radiographic Contrast Media MRI Code Blue Procedure MRSA Active Surveillance Culture (ASC) Venipuncture by Technologists 7630-237 <p><u>RETIRE</u></p> <ul style="list-style-type: none"> Cardiac Exercise Testing Precautions, Indication and Complications Cardiac Stress Testing Addendum Cardiolite Testing 	

	<p>Echocardiogram Procedure Echocardiography with Contrast Fire Safety-Imaging Dept Fire Safety-MRI Myocardial Perfusion Testing Lexiscan Treadmill Test Pediatric Electrocardiogram Performing Complete Transthoracic Echocardiograms, protocol for Dobutamine Stress Testing ECG Interpretation</p>	
7. MEETING DATES FOR THE BALANCE OF 2023	<i>Kornblatt Idell</i>	INFORM
	<p>Ms. Kornblatt Idell proposed combining the September/October and November/December Quality Committee Meetings. The September/October meeting will take place on Wednesday, October 25th. The November/December meeting date will be determined. The Committee agreed to the proposed changes. Staff will revise meeting invites, and email updates accordingly.</p>	
8. CLOSED SESSION/REPORT ON CLOSED SESSION	<i>Kornblatt Idell</i>	ACTION
a. Calif. Health & Safety Code §32155: Medical Staff Credentialing & Peer Review Report	Dr. Amara presented the Medical Staff Credentialing for review and approval.	MOTION: by Speizer to approve, 2nd by Sheets. All in favor.
9. ADJOURN	<i>Kornblatt Idell</i>	
	Meeting adjourned at 6:00 p.m.	

Document Tasks By Committee

Listing of currently pending and/or upcoming document tasks grouped by committee.

Sonoma Valley Hospital

Run by: Newman, Cindi (cnewman)

Run date: 09/01/2023 3:02 PM

Report Parameters

Filtered by: Document Set: - All Available Document Sets -
 Committee: 09 BOD-Board of Directors
 Include Current Tasks: Yes
 Include Upcoming Tasks: No

Grouped by: Committee

Sorted by: Document Title

Report Statistics

Total Documents: 21

Committee: 09 BOD-Board of Directors

Committee Members: Crayton, Monique (mcrayton), Finn, Stacey (sfinn), Newman, Cindi (cnewman)

Current Approval Tasks (due now)

Document	Task/Status	Pending Since	Days Pending
Access to Patient Information for Medication Management <i>Medication Management Policies (MM)</i>	Pending Approval	8/23/2023	9
Summary Of Changes: Reviewed, no changes Moderators: Newman, Cindi (cnewman) Lead Authors: Kutza, Chris (ckutza) Approvers: 01 P&P Committee -> 04 MS-Performance Improvement/Pharmacy & Therapeutics Committee - (Committee) -> 05 MS-Medical Executive - (Committee) -> 07 BOD-Quality (P&P Review) - (Committee) -> 09 BOD-Board of Directors - (Committee)			
Adverse Drug Events-Quality Assurance <i>Medication Management Policies (MM)</i>	Pending Approval	8/23/2023	9
Summary Of Changes: Minor formatting changes; updated date accessed for references; deleted obsolete reference link. Moderators: Newman, Cindi (cnewman) Lead Authors: Kutza, Chris (ckutza) ExpertReviewers: Cooper, Kylie (kcooper) Approvers: 01 P&P Committee -> 04 MS-Performance Improvement/Pharmacy & Therapeutics Committee - (Committee) -> 05 MS-Medical Executive - (Committee) -> 07 BOD-Quality (P&P Review) - (Committee) -> 09 BOD-Board of Directors - (Committee)			
Approved Panel List 7500-04 <i>Clinical Lab Dept</i>	Pending Approval	8/23/2023	9
Summary Of Changes: Edited current panels offered Added Definition of STAT, ROUTINE and BATCH Added table of laboratory tests This is being replaced to include TATs. Moderators: Newman, Cindi (cnewman) Lead Authors: Ramos, Karen (kramos) Approvers: Kuwahara, Dawn (dkuwahara) -> 01 P&P Committee - (Committee) -> 02 MS-Medicine Department - (Committee) -> 03 MS-Surgery Department - (Committee) -> 04 MS-Performance Improvement/Pharmacy & Therapeutics Committee - (Committee) -> 05 MS-Medical Executive - (Committee) -> 07 BOD-Quality (P&P Review) - (Committee) -> 09 BOD-Board of Directors - (Committee)			

Document Tasks by Committee

Sonoma Valley Hospital

Run by: Newman, Cindi (cnewman)

Run date: 09/01/2023 3:02 PM

Listing of currently pending and/or upcoming document tasks grouped by committee.

Bulletin Boards	Pending Approval	8/8/2023	24
<i>Human Resources Policies (HR)</i>			
Summary Of Changes:	Reviewed, no changes.		
Moderators:	Newman, Cindi (cnewman)		
Lead Authors:	McKissock, Lynn (lmckissock)		
Approvers:	Hennelly, John (jhennelly) -> 01 P&P Committee - (Committee) -> 09 BOD-Board of Directors - (Committee)		
Clozapine REMS Procedure 8390-08	Pending Approval	8/23/2023	9
<i>Pharmacy Dept</i>			
Summary Of Changes:	Simplified instructions for registering on the REMS website to simply indicate following instructions on the website since they change on occasion Simplified step by step for accessing and confirming patient eligibility by referring to website as above. Updated REMS phone number Removed embedded attachments and added separate document attachment		
Moderators:	Newman, Cindi (cnewman)		
Lead Authors:	Kutza, Chris (ckutza)		
Approvers:	01 P&P Committee -> 04 MS-Performance Improvement/Pharmacy & Therapeutics Committee - (Committee) -> 05 MS-Medical Executive - (Committee) -> 07 BOD-Quality (P&P Review) - (Committee) -> 09 BOD-Board of Directors - (Committee)		
Controlled Substance Distribution for Anesthesia	Pending Approval	8/23/2023	9
<i>Medication Management Policies (MM)</i>			
Summary Of Changes:	Updated language to remove obsolete portions of the process referring to the paper anesthesia record that are now electronic in Epic.		
Moderators:	Newman, Cindi (cnewman)		
Lead Authors:	Kutza, Chris (ckutza)		
Approvers:	01 P&P Committee -> 04 MS-Performance Improvement/Pharmacy & Therapeutics Committee - (Committee) -> 05 MS-Medical Executive - (Committee) -> 07 BOD-Quality (P&P Review) - (Committee) -> 09 BOD-Board of Directors - (Committee)		
Drug Supply Chain Security	Pending Approval	8/17/2023	15
<i>Medication Management Policies (MM)</i>			
Summary Of Changes:	Reviewed, no changes		
Moderators:	Newman, Cindi (cnewman)		
Lead Authors:	Kutza, Chris (ckutza)		
Approvers:	01 P&P Committee -> 04 MS-Performance Improvement/Pharmacy & Therapeutics Committee - (Committee) -> 05 MS-Medical Executive - (Committee) -> 07 BOD-Quality (P&P Review) - (Committee) -> 09 BOD-Board of Directors - (Committee)		
Fentanyl Patch	Pending Approval	8/23/2023	9
<i>Medication Management Policies (MM)</i>			
Summary Of Changes:	Updated section on removal and disposal to reflect current practice using Epic		
Moderators:	Newman, Cindi (cnewman)		
Lead Authors:	Kutza, Chris (ckutza)		
Approvers:	01 P&P Committee -> 04 MS-Performance Improvement/Pharmacy & Therapeutics Committee - (Committee) -> 05 MS-Medical Executive - (Committee) -> 07 BOD-Quality (P&P Review) - (Committee) -> 09 BOD-Board of Directors - (Committee)		
Floorstock Medications	Pending Approval	8/23/2023	9
<i>Medication Management Policies (MM)</i>			
Summary Of Changes:	Clarified areas that are exempt from Profile Override process to include only OR and Medical Imaging to match current		

Document Tasks by Committee

Sonoma Valley Hospital

Run by: Newman, Cindi (cnewman)

Run date: 09/01/2023 3:02 PM

Listing of currently pending and/or upcoming document tasks grouped by committee.

practice.

Moderators: Newman, Cindi (cnewman)

Lead Authors: Kutza, Chris (ckutza)

Approvers: 01 P&P Committee -> 04 MS-Performance Improvement/Pharmacy & Therapeutics Committee - (Committee) -> 05 MS-Medical Executive - (Committee) -> 07 BOD-Quality (P&P Review) - (Committee) -> 09 BOD-Board of Directors - (Committee)

Herbal and Natural Product Use	Pending Approval	8/23/2023	9
<i>Medication Management Policies (MM)</i>			

Summary Of Changes: Reviewed, no changes. Need to update reviewer section to match current formatting standards

Moderators: Newman, Cindi (cnewman)

Lead Authors: Kutza, Chris (ckutza)

Approvers: 01 P&P Committee -> 04 MS-Performance Improvement/Pharmacy & Therapeutics Committee - (Committee) -> 05 MS-Medical Executive - (Committee) -> 07 BOD-Quality (P&P Review) - (Committee) -> 09 BOD-Board of Directors - (Committee)

High Alert Medications	Pending Approval	8/23/2023	9
<i>Medication Management Policies (MM)</i>			

Summary Of Changes: Reviewed, no changes

Moderators: Newman, Cindi (cnewman)

Lead Authors: Kutza, Chris (ckutza)

Approvers: 01 P&P Committee -> 04 MS-Performance Improvement/Pharmacy & Therapeutics Committee - (Committee) -> 05 MS-Medical Executive - (Committee) -> 07 BOD-Quality (P&P Review) - (Committee) -> 09 BOD-Board of Directors - (Committee)

Intravenous Contrast Admin	Pending Approval	8/23/2023	9
<i>Diagnostic Services Dept Policies</i>			

Summary Of Changes: Updated policy to include protocol language to meet CIHQ standards.

" Administration of contrast and medications inherent to the examination will be in accordance with the procedures defined in this policy and following protocols used for contrast/medication administration that are based on the type of examination ordered and define the type, dose and route of contrast."

"

- The radiologist or LIP reviews the order for radiology procedures with IV contrast to determine and/or modify the appropriate protocol based on the clinical indications for the procedure and patient status. The assigned protocol is entered or indicated in the radiology information system (RIS) or electronic medical record (EMR).

- For those procedures where a contrast protocol has been established and approved by the Pharmacy and Therapeutics Committee the technologist may administer the contrast, following the established protocol, using a protocol order."

Added P&T Committee to list of approvers.

Moderators: Newman, Cindi (cnewman)

Lead Authors: Kutza, Chris (ckutza), Young, Dave (dyoung)

ExpertReviewers: Kutza, Chris (ckutza), Medical Director-Diagnostic Radiology

Approvers: Kuwahara, Dawn (dkuwahara) -> 01 P&P Committee - (Committee) -> 03 MS-Surgery Department - (Committee) -> 04 MS-Performance Improvement/Pharmacy & Therapeutics Committee - (Committee) -> 05 MS-Medical Executive - (Committee) -> 07 BOD-Quality (P&P Review) - (Committee) -> 09 BOD-Board of Directors - (Committee)

Monitoring Medication Storage Temperature	Pending Approval	8/23/2023	9
<i>Medication Management Policies (MM)</i>			

Summary Of Changes: Reviewed with no changes; updated date accessed for reference

Document Tasks by Committee

Sonoma Valley Hospital

Run by: Newman, Cindi (cnewman)

Run date: 09/01/2023 3:02 PM

Listing of currently pending and/or upcoming document tasks grouped by committee.

Moderators: **Newman, Cindi (cnewman)**
 Lead Authors: **Kutza, Chris (ckutza)**
 Approvers: **01 P&P Committee -> 04 MS-Performance Improvement/Pharmacy & Therapeutics Committee - (Committee) -> 05 MS-Medical Executive - (Committee) -> 07 BOD-Quality (P&P Review) - (Committee) -> 09 BOD-Board of Directors - (Committee)**

Pharmacy and Therapeutics Committee <i>Medication Management Policies (MM)</i>	Pending Approval	8/23/2023	9
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Summary Of Changes: **Claified language regarding conflict of interest to separate attachment from body of policy**

Moderators: **Newman, Cindi (cnewman)**
 Lead Authors: **Kutza, Chris (ckutza)**
 Approvers: **01 P&P Committee -> 04 MS-Performance Improvement/Pharmacy & Therapeutics Committee - (Committee) -> 05 MS-Medical Executive - (Committee) -> 07 BOD-Quality (P&P Review) - (Committee) -> 09 BOD-Board of Directors - (Committee)**

Remote Pharmacist Services <i>Medication Management Policies (MM)</i>	Pending Approval	8/23/2023	9
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Summary Of Changes: **Reviewed, no changes**

Moderators: **Newman, Cindi (cnewman)**
 Lead Authors: **Kutza, Chris (ckutza)**
 Approvers: **01 P&P Committee -> 04 MS-Performance Improvement/Pharmacy & Therapeutics Committee - (Committee) -> 05 MS-Medical Executive - (Committee) -> 07 BOD-Quality (P&P Review) - (Committee) -> 09 BOD-Board of Directors - (Committee)**

Standby, Call-back, Call-in and Call-off Pay <i>Human Resources Policies (HR)</i>	Pending Approval	8/8/2023	24
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Summary Of Changes: **Added X-Ray Technologist Standby Rate to Attachment A only.**

Moderators: **Newman, Cindi (cnewman)**
 Lead Authors: **McKissock, Lynn (lmckissock)**
 Approvers: **Hennelly, John (jhennelly) -> 01 P&P Committee - (Committee) -> 09 BOD-Board of Directors - (Committee)**

Sterile Compounding Procedures 8390-03 <i>Pharmacy Dept</i>	Pending Approval	8/23/2023	9
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Summary Of Changes: **Reviewed, no changes**

Moderators: **Newman, Cindi (cnewman)**
 Lead Authors: **Kutza, Chris (ckutza)**
 Approvers: **01 P&P Committee -> 04 MS-Performance Improvement/Pharmacy & Therapeutics Committee - (Committee) -> 05 MS-Medical Executive - (Committee) -> 07 BOD-Quality (P&P Review) - (Committee) -> 09 BOD-Board of Directors - (Committee)**

Surge Planning-Pharmacy <i>Emergency Preparedness Policies (EP)</i>	Pending Approval	8/23/2023	9
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Summary Of Changes: **Made formatting changes; updated list of 503b suppliers to what we are currently using.**

Moderators: **Newman, Cindi (cnewman)**
 Lead Authors: **Kutza, Chris (ckutza), Winkler, Jessica (jwinkler), MANAGER, ED (edmanager)**
 Approvers: **00 Clinical P&P multidisciplinary review -> 01 P&P Committee - (Committee) -> 04 MS-Performance Improvement/Pharmacy & Therapeutics Committee - (Committee) -> 05 MS-Medical Executive - (Committee) -> 07 BOD-Quality (P&P Review) - (Committee) -> 09 BOD-Board of Directors - (Committee)**

Vaccine Screening-Pneumococcal and Influenza <i>Medication Management Policies (MM)</i>	Pending Approval	8/23/2023	9
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Document Tasks by Committee

Sonoma Valley Hospital

Run by: Newman, Cindi (cnewman)

Run date: 09/01/2023 3:02 PM

Listing of currently pending and/or upcoming document tasks grouped by committee.

Summary Of Changes: **Reviewed, no changes. Please note that the title in the portal is "Vaccine Screening-Pneumococcal and Influenza" whereas the title of the acutal policy is "Influenza Vaccine Screening"**

Moderators: **Newman, Cindi (cnewman)**

Lead Authors: **Kutza, Chris (ckutza)**

ExpertReviewers: **Taylor, Jane (jtaylor)**

Approvers: **01 P&P Committee -> 04 MS-Performance Improvement/Pharmacy & Therapeutics Committee - (Committee) -> 05 MS-Medical Executive - (Committee) -> 07 BOD-Quality (P&P Review) - (Committee) -> 09 BOD-Board of Directors - (Committee)**

Vancomycin Protocol	Pending Approval	8/23/2023	9
<i>Medication Management Policies (MM)</i>			

Summary Of Changes: **Reviewed, no changes**

Moderators: **Newman, Cindi (cnewman)**

Lead Authors: **Kutza, Chris (ckutza)**

Approvers: **01 P&P Committee -> 04 MS-Performance Improvement/Pharmacy & Therapeutics Committee - (Committee) -> 05 MS-Medical Executive - (Committee) -> 07 BOD-Quality (P&P Review) - (Committee) -> 09 BOD-Board of Directors - (Committee)**

Warming Fluids for IV and Irrigation Purposes, Storage and Handling	Pending Approval	8/23/2023	9
<i>Medication Management Policies (MM)</i>			

Summary Of Changes: **Reviewed, no changes. Deleted attachment embedded in policy and uploaded appropriate documents to portal**

Moderators: **Newman, Cindi (cnewman)**

Lead Authors: **Kutza, Chris (ckutza)**

ExpertReviewers: **Cornell, Kelli (kcornell)**

Approvers: **01 P&P Committee -> 04 MS-Performance Improvement/Pharmacy & Therapeutics Committee - (Committee) -> 05 MS-Medical Executive - (Committee) -> 07 BOD-Quality (P&P Review) - (Committee) -> 09 BOD-Board of Directors - (Committee)**



Stacie Morales
Executive Director
September 7, 2023



Our Mission

The mission of **Vintage House** is to help support, preserve, and enhance the quality of life for residents of Sonoma Valley as they age. We accomplish this by fostering well-being, connection, and a sense of purpose and enjoyment through opportunities for lifelong learning, personal growth, and support.

A pair of hands holds a white rectangular sign against a blurred green background. The sign has the words "Make a Difference!" written in a thick, green, hand-drawn font. The exclamation point is particularly large and prominent.



HISTORY OF VINTAGE HOUSE

- 1977: Founded by a small group of Sonoma residents led by Jerry Casson. Jerry volunteered as the first Executive Director. Early Vintage House programs were offered in a shared space at the First Congregational Church.
- 1983: Celebrated the non-profit incorporation.
- 1987: Lease recorded with City of Sonoma for property use.
- 1989: Fundraising led by Robert Lynch, Rich Peterson and Bob Stone to build Vintage House.

Serving....

- Sonoma Valley Seniors 55+
- Memberships/Scholarships available
- Inclusive programs
- Accessible with myRide



Programs.....

- Physical Exercise
- Arts & Music
- Educational/Language
- Support Groups



Programs in Collaboration with Sonoma Valley Hospital.....

- Active Aging Series
- Focus Group for SVH Strategic Plan
- Soup's On provided by SVH Chef
- Conversations with a Doctor
- Advanced Care Planning Workshops
- Vaccine coordination for seniors



myRIDE

- Free transportation to Sonoma Valley Seniors since 2009
- Rides provided Monday - Friday
- Eligibility
- Rides provided by volunteer drivers
- Grocery, pharmacy, physical therapy, social, etc.





Vintage House Meal Programs

- Monday: Sandwiches with Council on Aging
- Wednesday: Supper's On
- Friday: Soup's On
- Healthy Cooking Demonstrations
- Estimate 10,600 meals will be provided in 2023



Community Partnerships

- Sonoma Valley Hospital
- City of Sonoma
- Sonoma Valley Community Health Center
- Area Agency on Aging
- Council on Aging
- Redwood Empire Food Bank
- Sonoma Ecology Center (Garden Park)
- Sonoma Valley Jazz Society
- FISH, Pets Lifeline, and many others
- Meal Programs:
 - Sweetwater Spectrum
 - Cogir of Sonoma and Sonoma Hills Retirement Center
 - The Red Grape, Girl & the Fig, Basque Bakery
 - Sonoma Market, Safeway, Beltane Ranch



What's New for Fall Programs....

- Emergency Prep Help for Seniors
- Mindfulness Based Stress Reduction
- Beginning French/Spanish
- Watercolors
- Master your balance
- Poetry Slams





THANK YOU FOR YOUR SUPPORT!

Stacie Morales, Executive Director / stacie.morales@vintagehouse.org



To: Sonoma Valley Health Care District Board of Directors
From: Ben Armfield, Chief Financial Officer
Date: September 7, 2023
Subject: **Resolution No. 374 – Appointment of Bonded Treasurer**

Included in your packet is a board resolution that formally appoints Bill Boerum as District Treasurer for the Sonoma Valley Health Care District. This is being included at the request of the County. Historically, we have just provided the formal Board Meeting minutes from the respective board meeting where the District Treasurer was appointed by the Board. The County of Sonoma Auditor-Controller-Treasurer-Tax Collector (ACTTC) is now requesting that a formal board resolution be executed to confirm adherence with California Government Code, Section 32127.

California Government Code Section 32127 states in part: “The hospital district shall establish its own treasury and shall appoint a treasurer charged with the safekeeping and disbursal of the funds in the treasury of the district.”

The board of directors shall adopt a resolution that does each of the following:

- (1) appoint a treasurer charged with the safekeeping and disbursal of the funds in the treasury of the district; and
- (2) Fix the amount of the bond for the district treasurer and other district employees who will be responsible for handling the district’s finances.”

In consideration of the above-referenced California Government Code sections and to confirm adherence with said Codes, this board resolution formally appoints Bill Boerum as District Treasurer for Sonoma Valley Health Care District, and bonds him to the District for the faithful performance of his duties.

ATTACHMENTS:

Board Resolution #374 – Appointment of District Treasurer



SONOMA VALLEY HEALTH CARE DISTRICT
RESOLUTION # 374

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA VALLEY
HEALTH CARE DISTRICT APPOINTING DISTRICT TREASURER**

THE BOARD OF DIRECTORS OF SONOMA VALLEY HEALTH CARE DISTRICT
RESOLVES AS FOLLOWS:

WHEREAS, California Government Code Section 32127 states in part: “The hospital district shall establish its own treasury and shall appoint a treasurer charged with the safekeeping and disbursal of the funds in the treasury of the district.”

WHEREAS, the Board of Directors has requested that Bill Boreum assume the office of Treasurer of the Health Care District, and Bill Boreum has agreed to serve in such capacity and to secure the required Treasurer’s bond to act as Treasurer of Sonoma Valley Health Care District.

NOW, THEREFORE, be it known that the Board of Directors of the Sonoma Valley Health Care District resolves as follows:

Section 1. The Sonoma Valley Health Care District Board of Directors hereby finds that all of the recitals contained in the preambles to this Resolution are full, true and correct and does hereby incorporate them into this Resolution by reference.

Section 2. The Sonoma Valley Health Care District Board of Directors hereby appoints Bill Boreum to the position of District Treasurer. The District Treasurer shall be a member of the District Board of Directors.

Section 3. The District Treasurer shall be bonded to the District for the faithful performance of their duties. The District shall pay the premium on the bonds.

Section 3. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 7th day of September 2023, by the following votes

AYES:

NAYS:

ABSTAIN:

ABSENT:

Judith Bjorndal
Chair, Board of Directors
Sonoma Valley Health Care District

ATTEST:

Wendy Lee Myatt
Secretary, Board of Directors
Sonoma Valley Health Care District

Sonoma Valley Hospital
Physical Therapy Expansion Business Plan
September 2023

Introduction

Outpatient Physical Therapy is a key service for Sonoma Valley Hospital. It provides service to primary care patients with chronic and acute conditions, pre and post operative patients working toward recovery, and occupational health patients resolving work related injuries. It is paramount to our orthopedists who rely on therapists to assist both before and after surgery.

The Physical Therapy center is currently running at 100% capacity. The current wait time for an appointment is over 6 weeks (8/1/23). Most patients in need of therapy need care *this week*, not a few months out. In addition to the referral sources listed above, we routinely get calls from other counties seeking care. We believe there is significant latent demand both in our market and in surrounding communities.

Over the past 12 months we have added therapists and therapy aids to increase throughput, removed the manager's office to provide an additional patient care room, expanded charting space to accommodate new providers, and deployed more in-room technology to increase efficiency.

Market Analysis

Sonoma Valley Hospital provides the only physical therapy program in Sonoma. There was another provider which closed during the Covid pandemic. Over 10% of patients who request to be put on the waiting list never receive care at SVH PT. Additionally, countless patients look elsewhere when informed of the 6-8 week wait for an appointment. If patients are unable to wait for an appointment, their alternative is to go to a provider in Napa, Petaluma, or Santa Rosa which have similar waits.

Expansion Strategy

The objective of this project is to expand capacity to increase the organizations' ability to meet more of the market demand. A secondary objective is to enhance

the financial stability of the organization. Therapies are net gains for the organization as are surgeries. More availability of therapy should yield more willingness by surgeons to schedule surgeries at SVH.

The project has begun with the recruitment of new therapists. We expect this will take several years to complete. In the short term we will increase utilization of the existing space, but this is unsustainable. We expect the capital component of this project to take 12 months to complete and be completed in late CY24. At that time, we expect to be staffed at 125% of current staffing with a goal of achieving 200% of current staffing by the end of FY25, (June 2026).

Facility and Equipment

Below you can see the proposed expansion. Essentially, we will be doubling the existing space. 5 new exam rooms to add to the 5 existing exam rooms. Added gym space which mirrors the existing space.



Cost

The cost of the proposed expansion is as follows:

Repurpose contiguous Finance Dept	3,415 SF
5 new exam rooms - 737 SF/\$400 (plumbing, ducting, electrical)	\$300K
Gym & Pediatric space – 1,655 SF/\$75	\$125K
Infrastructure Code Compliance – ADA, HCAI compliant HVAC new clinic code upgrades electrical, plumbing	\$600K
Design – 15%, Permitting /Inspection 4%	\$200K
IT Infrastructure – cabling & in-room charting, network components	\$125K
Contingency – 10%	\$100K
Furniture & Gym equipment	\$125K
Estimated project cost (without architectural assessment)	\$1.575M

Staffing

Below you can see the expansion in staffing:

	Registration	PT	PTA	# of Providers
08/23 staffing	3	5.4	1	6.4
12/23 staffing	3	7	1	8
12/24 staffing	3	7	2	9
06/25 staffing	4	10	3	13

Marketing and Outreach

Our efforts to communicate the changes will be phased based upon adoption rates. As we expect demand to continue to be strong, we will not be expending efforts on public marketing until/unless demand softens.

Phase 1 - Fall 2023 Cost: nominal

- Preconstruction meeting with referring physicians to ensure our plan addresses any needs.
- Preconstruction meeting with key donors to ensure buy in.

Phase 2 – Summer 2024 Cost: nominal

- Referrer (docs) and existing patient updates on expansion and new recruits.

Phase 3 – Fall 2024 Cost: \$20,000

- Grand opening open house for providers and community
- Mailer to existing patients informing them of expansion.

Phase 4 – if needed – Cost \$20000 budgeted

- Newspaper?
- Online banner ads?
- Mailers?
- Radio?

Financial Pro Forma

	CURRENT STATE	CONSTRUCTION	EXPANSION COMPLETE				
		Projected FY 2024	Projected FY 2025	Projected FY 2026	Projected FY 2027	Projected FY 2028	Projected FY 2029
Staffing - FTEs							
Physical Therapists	5.40	7.40	10.00	10.00	10.00	10.00	10.00
PTAs	1.00	1.00	3.00	3.00	3.00	3.00	3.00
Total Provider FTEs	6.40	8.40	13.00	13.00	13.00	13.00	13.00
Registration Staff	3.00	3.00	4.00	4.00	4.00	4.00	4.00
Total FTEs	9.40	11.40	17.00	17.00	17.00	17.00	17.00
<i>% of current staffing</i>	<i>100%</i>	<i>121%</i>	<i>181%</i>	<i>181%</i>	<i>181%</i>	<i>181%</i>	<i>181%</i>
Volumes							
Total Patient Visits	12,929	17,573	26,325	26,746	27,378	27,589	28,010
Net Revenue							
Estimated Net Patient Revenue	\$ 1,716,600	\$ 2,340,900	\$ 3,269,800	\$ 3,356,700	\$ 3,475,500	\$ 3,535,100	\$ 3,626,500
Estimated Operating Expenses							
Total Labor (incl. Benefits)	\$ 1,243,400	\$ 1,598,700	\$ 2,399,100	\$ 2,489,900	\$ 2,584,300	\$ 2,682,200	\$ 2,784,000
Supply Costs	\$ 64,600	\$ 87,900	\$ 135,600	\$ 141,900	\$ 149,600	\$ 155,300	\$ 162,400
Incremental Depreciation	\$ -	\$ -	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
Estimated Operating Expenses	\$ 1,308,000	\$ 1,686,600	\$ 2,634,700	\$ 2,731,800	\$ 2,833,900	\$ 2,937,500	\$ 3,046,400
Estimated Net Margin	\$ 408,600	\$ 654,300	\$ 635,100	\$ 624,900	\$ 641,600	\$ 597,600	\$ 580,100
Incremental Net Margin (Expansion Project vs. Status Quo)							
Status Quo (Do Nothing)	\$ 408,600	\$ 441,000	\$ 435,300	\$ 401,600	\$ 366,100	\$ 328,800	\$ 289,700
Expansion (excl Depr)	\$ 408,600	\$ 654,300	\$ 735,100	\$ 724,900	\$ 741,600	\$ 697,600	\$ 680,100
Incremental Net Margin	\$ -	\$ 213,300	\$ 299,800	\$ 323,300	\$ 375,500	\$ 368,800	\$ 390,400
Working Capital / Cash Flow Analysis							
Project Cost / Capital Outlay	\$ (500,000)	\$ (1,075,000)	\$ -	\$ -	\$ -	\$ -	\$ -
Incremental Margin (excl. Depr)	\$ 213,300	\$ 299,800	\$ 323,300	\$ 375,500	\$ 368,800	\$ 390,400	\$ 390,400
Net Working Capital	\$ (286,700)	\$ (775,200)	\$ 323,300	\$ 375,500	\$ 368,800	\$ 390,400	\$ 390,400
Cumulative Net Working Capital	\$ (286,700)	\$ (1,061,900)	\$ (738,600)	\$ (363,100)	\$ 5,700	\$ 396,100	\$ 396,100

Based on construction timeline and volume assumptions, we expect the payback period on this project to be right around 4 years which will result in positive cumulative net working capital by the end of FY 2028.

Funding

Funding for the project will be provided through the hospital's foundation. The Foundation is supportive of this initiative. While the projected \$1.6M estimate exceeds prior year end of year fundraising, interest in this project coupled with efforts to secure tenant improvements and value engineering will insure completion.

Risks

While we see limitless upside for this project, we will note the most common risks.

1. Staffing – physical therapists are in high demand. The success of this project depends upon the doubling of the staff. This is a moderate risk.
2. Funding – while we feel confident in the Foundation's ability to raise the funds, the current economic environment may pose obstacles. This risk is considered low.
3. Inflation – as noted, the current economic environment may lead to unexpected increases in building costs. This is a moderate risk.
4. Referrals – a key source of referrals comes from orthopedic surgeons. Should the community lose any providers, referrals could decrease. Given the extraordinary demand in surrounding communities, we see this risk as low.

Physical Therapy Expansion Proposal

**SVHCD Board of Directors Meeting
September 7, 2023**

Background

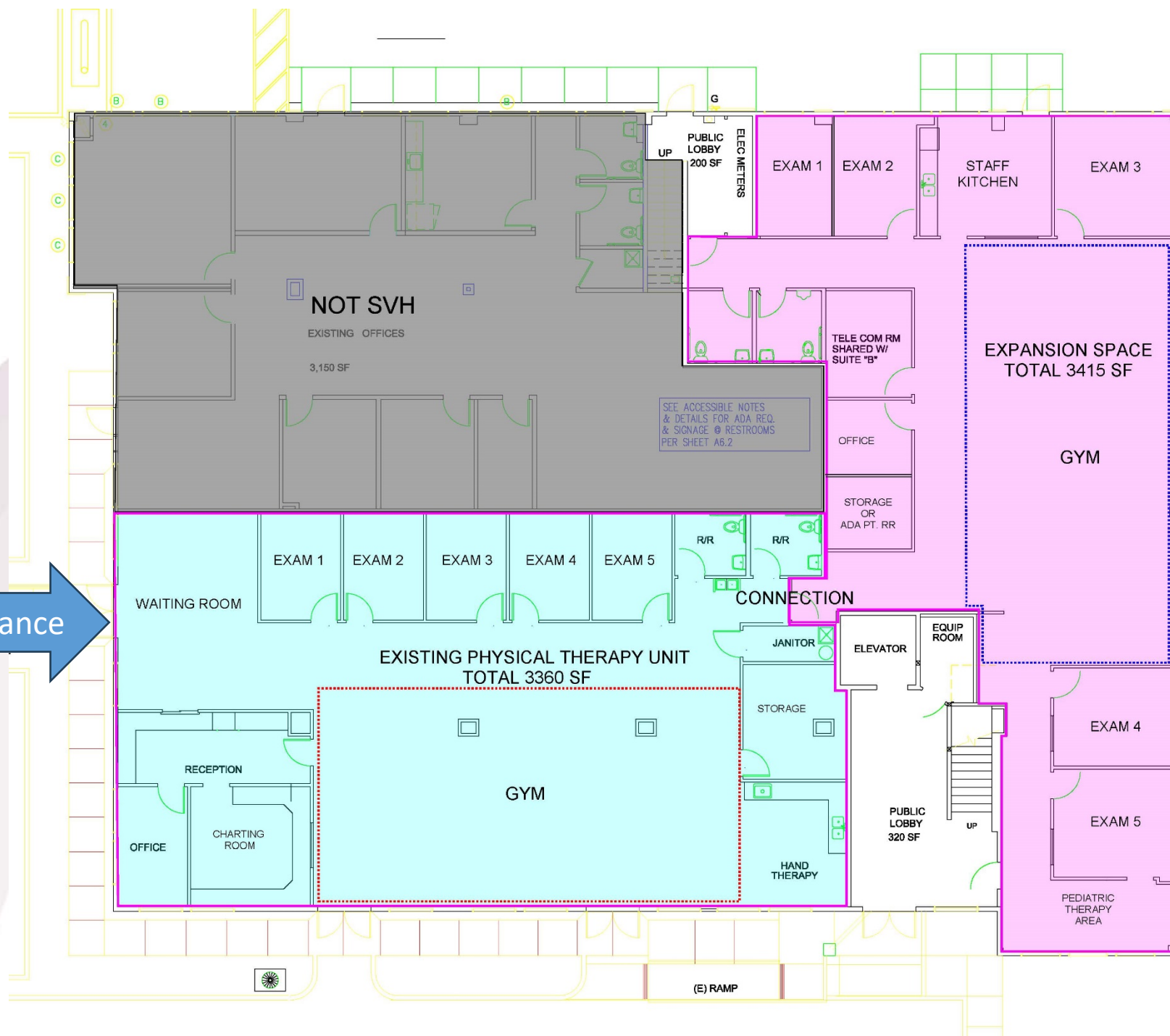
Outpatient Physical Therapy is a key service for Sonoma Valley Hospital. It provides service to

- primary care patients with chronic and acute conditions.
- pre and post operative patients working toward recovery
- occupational health patients resolving work related injuries

Background

The Physical Therapy center is currently running at 100% capacity. Over the past 12 months we have

- added therapists and therapy aids to increase throughput
- removed the manager's office to provide an additional patient care room
- expanded charting space to accommodate new providers
- deployed more in-room technology to increase efficiency



Expansion includes:

- 5 new exam rooms
- Doubling gym space
- Dedicated pediatric area

Proposal

PRELIMINARY ESTIMATE

Repurpose contiguous Finance Dept	3,415 SF
5 new exam rooms - 737 SF/\$400 (plumbing, ducting, electrical)	\$300K
Gym & Pediatric space – 1,655 SF/\$75	\$125K
Infrastructure Code Compliance – ADA, HCAI compliant HVAC new clinic code upgrades electrical, plumbing	\$600K
Design – 15%, Permitting /Inspection 4%	\$200K
IT Infrastructure – cabling & in-room charting, network components	\$125K
Contingency – 10%	\$100K
Furniture & Gym equipment	\$125K
Estimated project cost (without architectural assessment)	\$1.575M

Project Timeline



Funding

The Sonoma Valley Hospital Foundation Steering Committee has expressed a willingness to fund this project via their annual appeal. The appeal typically begins in the Fall and is completed in the Spring of the following year. The cost of this project is within the range the Foundation typically funds via their annual appeal. Work will be completed as funds are available.

Request

The Board of Directors approve the expansion of the Outpatient Physical Therapy department funded through philanthropy.

MEMO

To: Sonoma Valley Hospital Board of Directors

From: John Hennelly

Meeting Date: September 7, 2023

Re: Seismic HED Design

HED Design (“HED”) is the firm selected by the Hospital to complete the analysis for the seismic compliance of Senate Bill 1953 and administered by California Department of Health Care Access and Information (“HCAI”). There are milestones in place for 2024, 2026, 2028 to analyze, submit plans, construct and finally be seismically compliant in 2030 for General Acute Care Hospital Buildings. HCAI compliance is based on building performance categories for Structure (“SPC”) and Non-Structural (“NPC”).

FIRM	ROLE	SCOPE	FEE
HED DESIGN	ARCHITECT/INITIAL PROJECT MANAGEMENT	FEASIBILITY STUDY; ENGAGE ENGINEERS	\$20K
HED DESIGN	ENGAGEMENT – MIYAMOTO STRUCTURAL ENGINEERS	STRUCTURAL EVALUATION – NPC & SPC	\$90K
		TOTAL FUNDING REQUEST	\$110K

The deliverables for this work are to meet code deadlines for HCAI and CDPH – 1/1/24 and concurrently review SPC upgrade criteria for the West Wing to meet 2030 requirements.

FIRM	SCOPE	PURPOSE
HED DESIGN	PROJECT MANAGEMENT	INITIAL FEE - PROJECT START
MIYAMOTO STRUCTURAL	FULL CAMPUS EVALUATION & COMPLIANCE SUBMITTAL – NPC ONLY	MEET HCAI DEADLINE
MIYAMOTO STRUCTURAL	SPC REVIEW – WEST WING & CENTRAL UTILITY PLANT	INFORM NPC REVIEW

Given the aforementioned information, we ask that the Board approve the 2 proposals from HED Design totaling \$120K.

Additional work will need to be completed in calendar year 2023 by HED Design and other Engineers to complete the NPC Compliance submittals and complete the SPC evaluation. The scope and proposals for that work will be brought to the Board for approval.



WWW.HED.DESIGN

- Boston
- Chicago
- Dallas
- Detroit
- Los Angeles**
- Sacramento
- San Diego
- San Francisco

550 South Hope St.
Suite 2500
Los Angeles, CA 90071

T 213.542.4500
F 213.542.4515

June 30, 2023

Mrs. Kimberly Drummond
Chief Support Services
Sonoma Valley Hospital
347 Andrieux Street
Sonoma, CA 95476

**RE: Proposal for Sonoma Basis of Design Evaluation
HED Project Number 2023-SV013-001**

Dear Kimberly Drummond:

Thank you for this opportunity to provide design services at Sonoma Valley Hospital (SVH). We appreciate your trust to serve you in your commitment to the health and wellbeing of your community.

Sincerely,

Tim Hurvitz, AIA, LEED AP BD+C
Principal in Charge
CA Architect License No. C-

PROPOSAL ACCEPTANCE

We suggest that if this proposal-agreement meets with your approval and you choose to award this project to HED, this proposal-agreement letter will serve as the contract between HED and SVH. By signing below, I approve and agree to be bound by the terms and conditions of this Proposal Letter Agreement (“Agreement”), attest that I have the authority to execute this Agreement on behalf of SVH and authorize HED (“Architect”) to commence services.

Accepted for SVH by:

Signature _____

Printed Name and Title _____

Date _____

This Proposal Letter will be valid for a period of sixty (60) days from date first noted above. Upon acceptance, please forward a signed copy to HED and retain a complete signed copy of the Agreement for your records.

Architects are licensed and regulated by the California Architects Board located at 2420 Del Paso Road, Suite 105, Sacramento, CA 95834

PROJECT INTRODUCTION

SVH is seeking an A/E partner to conduct a Feasibility Study for the development of the Nonstructural Performance Category 3 (NPC 3), 4D (NPC 4D) & 5 (NPC 5) nonstructural evaluation required for the facility, as well as the Structural Performance Category 4D (SPC4D).

PROJECT SCOPE

Feasibility study of facility building systems for the development of the NPC 3, NPC 4D & NPC 5 nonstructural evaluation report for submittal to the California Department of Health Care Access and Information (HCAI) prior to January 1, 2024; in compliance with the California Administrative Code. The NPC 3, NPC 4D & NPC 5 nonstructural evaluation report will address buildings under HCAI jurisdiction located at Sonoma Valley Hospital (Facility No. 11064), 347 Andrieux Street, Sonoma, CA 95476. In addition, feasibility study of facility building systems for the development of the SPC4D structural evaluation report.

Feasibility Study of systems for Evaluation Report to include:

Basis of Design

1. Obtain Existing drawings and past reports regarding concerns , defect, FEMA , Owners and other consultants to review.
2. Layout a work plan and approach for the project.
3. Prepare the structural Basis of Design (BOD)
4. Discussions with California Department of Health Care Access and information (HCAI) review of the approach and BOD
5. Obtain Geotechnical Reports and submit to HCAI for review and comments.
6. Develop Material Testing Program and submit to HCAI for review and acceptance.
7. Develop SPC 4D Plan of approach and submit to HCAI for review and acceptance.
8. Executive summary of the findings which include, Existing conditions, Life safety, HCAI comments, updated schedule, and ROM for construction.
9. Sonoma Valley Hospital sign off.
10. Reports to SVH team with Action Items.

PROPOSED FEE

For greater detail please see Exhibits A, B, C & D of this proposal. HED'S fee for providing the above outlined services will be a lump sum amount of **Twenty Thousand Dollars (\$20,000)**. Plus 1.15 times reimbursable expenses are estimated at \$5,000 and are not included in the fee.

Not Included in the Fee:

1. 3D scanning services above the ceiling areas; by others - \$25,000 allowance (If determined necessary due to lack of record documents information)
2. Cost estimating services at end of feasibility study; by others - \$20,000 allowance
3. Self-declaration for buildings under HCAI jurisdiction not housing NPC 3 services/areas

EXHIBIT A | Project Scope

DEFINITION OF SCOPE OF SERVICES

Based upon our understanding of the project, HED proposes to provide the following professional architecture and engineering services to meet the project requirements:

Feasibility Study

1. Architect and Engineers shall conduct up to two (2) site visit to survey existing conditions of the areas of work and shall participate in a meeting with the Client.
2. Review of NPC rating for each facility building under HCAI jurisdiction.
3. Review of existing department boundaries, services, building systems and facility's current Emergency Water Conservation/Water Rationing Plan.
4. HCAI inquiry on proposed alternate of the on-site use of transportable source of potable water for minimum onsite water supply of potable and industrial water sufficient for 24 hrs. operation, without replenishment based on the facility's current Water Conservation/Water Rationing Plan.
5. Feasibility study report
6. Architect and Engineers shall participate in up to four (4) conference calls with the Client to discuss and review the feasibility study.

CLIENT RESPONSIBILITIES

1. Client shall provide information in a timely manner regarding requirements for and limitations on the Project. Within 5 days after receipt of a written request from the Architect, the Client shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.
2. The Client shall identify a representative authorized to act on the Client's behalf with respect to the Project. The Client shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
3. The Client shall provide prompt written notice to the Architect if the Client becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

HOURLY RATES

See Exhibit D for rate schedules.

Rates are subject to change annually and are effective through December 31, 2023.

ASSUMPTIONS

1. All identified meetings as part of the Services between Client/Architect/Engineers shall take place onsite.
2. All Client/Architect/Engineers calls shall take place via Teams or similar host site.
3. Study and Report shall be based on Record Documents and/or As-Built Documents, and other information to be provided by the Client prior to the start of Services. Should actual conditions differ, additional services and fee may be necessary.
4. Facility shall provide current Water Rationing Plan and confirm total number of licensed patient beds.
5. The Architect and/or Engineers shall coordinate its services with those services provided by the Client and the Client's consultants/vendors. The Architect and/or Engineers shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Client and the Client/Contractor's consultants. The Architect and/or Engineers shall provide prompt written notice to the Client if the Architect and/or Engineers become aware of any error, omission, or inconsistency in such services or information.
6. Client's staff will be required to provide access throughout the facility to Architect's survey team during regular business hours. Client's staff will need to be knowledgeable of the facility's systems, and when requested should be able to provide related facility information to the Architect's survey team.
7. The initial field investigation will be limited to site observations of conditions that are readily visible and do not require extensive or destructive investigation.
8. At the request of the Architect, Client will be required to open-up wall/ceiling to provide access for necessary visual investigation of building non-structural system(s).
9. At the request of the Mechanical Engineer, Client will be required to provide existing mechanical systems capacity reports.
10. At the request of the Electrical Engineer, Client will be required to provide 3 day/30-day load test, panel and circuit verification for new and/or replacement equipment/fixtures; to include electrical panel ground verification.
11. The services and fee identified are based on the assumption that the existing structural, plumbing, mechanical, and electrical systems have been permitted and have adequate capacity to support the program and scope of services as described above; unless noted otherwise.
12. Client approval and signoff of Evaluation Report is required prior to submittal to HCAI.
13. Site visits and/or in-person meetings in addition to what is identified in above section(s) will be provided at an Additional Fee.
14. If the project is put on hold for ninety (90) days or longer, HED is entitled to renegotiate fees to complete the balance of the work if and when the project resumes.

EXCLUSIONS

1. Items not specifically included in the Services section.
2. Payment of Agency Having Jurisdiction (AHJ) fees on behalf of the Client.
3. Services to revise documents required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of such documents, or due to other causes outside the control of the design team are excluded.
4. Services to respond to or comply with unprecedented or heretofore undocumented or unpublished Code interpretations.
5. Services seeking Program flexibility or Code variances, or efforts to appeal decisions made by the AHJ.
6. Programming services
7. Accessibility (handicap) path of travel study
8. Services to provide As-Built drawings of existing conditions and/or building systems, other than what is
9. Geotechnical & Soils report
10. Surveying and Civil engineering services
11. Architectural, Structural and MEP Engineer's Basic Design services (Schematic Design, Design Development, Construction Documents, Procurement, Construction Administration)

12. Project Manual/Spec. Book
13. Services related to the testing, discovery, mitigation, or removal of hazardous materials, including, but not limited to; asbestos, lead, polychlorinated biphenyls, mold, mildew, fungus, etc.
14. Structural investigation, development of material testing program to evaluate strength of existing materials is not included.
15. 3D Laser Scanning
16. Physical models, 3D modeling, and/or presentation renderings.
17. PIN 70 electrical study; to be conducted during Design phase.
18. Radius map and address label services
19. Commissioning, testing and/or measurements.
20. Services to provide cost estimates and/or life cycle cost analyses.
21. Requests for special cost accounting tallies/backup data and customized invoicing formats outside of normal billing.

EXHIBIT B | Project Schedule

TBD

EXHIBIT C | Terms & Conditions

The following Terms and Conditions are hereby incorporated by reference in the letter, proposal, or agreement (collectively, the "Agreement") to which they are attached. As used herein, the term "Client" refers to Owner/Client, and the term "Consultant" refers to HED. The basic services and compensation of the Consultant are set forth in the Agreement.

1. **BILLING/PAYMENTS** | Invoices for our services are submitted every month for the portion of services completed. Invoices shall be payable within 30 days of the invoice date. A service charge of 1.5% (or the legal rate) per month will be applied to the unpaid balance after 30 days. Retainers shall be credited on the final invoice. The Client agrees to pay all costs of collection, including reasonable attorneys' fees.
2. **ADDITIONAL SERVICES AND CONTRACT CHANGES** | Contract changes, including but not limited to, changes in Project Scope, changes in Services, changes in compensation or method of payment ("Changes") shall be agreed to in writing by Client and Consultant prior to implementation. "Additional Services" shall be compensated at the hourly rates and/or unit prices set forth in Exhibit A, or otherwise at the price agreed upon by the Client and Consultant. No Changes or Additional Services shall be implemented or commenced by Consultant unless authorized by Client in a writing. Subconsultant services shall be invoiced at 1.10 times amount billed.
3. **REIMBURSABLE EXPENSES** | The Client shall reimburse the Consultant at a multiple of 1.15 times its actual cost for (i) printing and duplication; (ii) delivery charges and long-distance telephone calls; (iii) travel in connection with the project; (iv) the fees of subconsultants engaged by the Consultant at the Client's request other than those included in the Agreement as a basic service; and (v) presentation models, renderings, and computer simulations. Faxes and in-house copies and plots shall be billed at Consultant's customary per page rate.
4. **CLIENT'S RESPONSIBILITIES** | The Client shall furnish in a timely manner such legal, accounting, and insurance counseling services as may be required for the project and such information relating to existing conditions at the project site (including survey and geotechnical engineering) as Consultant may reasonably request. The Consultant shall be entitled to rely upon the completeness and accuracy of all services and information provided by Client and Client's consultants. If the Client becomes aware of any fault or default in the project, the Client shall issue prompt written notice to Consultant. The Client shall identify a representative authorized to act on the Client's behalf with respect to the project. The Client shall render decisions and approve the Consultant's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.
5. **DOCUMENTS** | Drawings, specifications, and other documents produced by the Consultant are instruments of service, and the originals thereof and all intellectual property rights therein, including the copyright, shall remain the property of the Consultant. The Consultant shall furnish copies of such documents to the Client as a reimbursable expense, which the Client may use for completion of the Project (or for future renovations and additions) with the involvement of the Consultant as provided in the Agreement, subject to compliance by the Client with its payment obligations as provided in the Agreement and these Terms and Conditions. The Client may not otherwise copy or use such documents, or permit such copying or use by others, except with the Consultant's written permission.
6. **UNAUTHORIZED CHANGES AND USE** | In the event the Client, or anyone for whom the Client is legally liable, makes or permits to be made any changes to any reports, plans, specifications or other documents prepared by the Consultant, or uses such documents without Consultant's involvement, and does not obtain the Consultant's prior written consent, the Client shall assume full responsibility for the results of such authorized changes or use. Therefore, the Client agrees to waive any claim against the Consultant, and, to the fullest extent permitted by law, to indemnify, release, and hold harmless the Consultant from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising directly or indirectly from such unauthorized changes or use.
7. **ESTIMATES** | As you are aware, neither the Architect nor the Client has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. As such, the Architect/Engineer cannot and does not warrant or represent that bids or negotiated prices will not vary from any estimate of construction cost or evaluation prepared or agreed to by HED.
8. **INSURANCE** | HED carries both general business and architect's and engineer's professional liability insurance coverage for the protection of both our firm and our clients. Details of our insurance coverage will be provided upon request.
9. **ACCESS TO SITE** | Unless otherwise stated, the Consultant will have access to the site for activities necessary for the performance of the services. The Consultant will take reasonable precautions to minimize damage due to these activities, but it shall not be responsible for the cost of restoration of any resulting damage.
10. **HIDDEN CONDITIONS** | A condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If the Consultant has reason to believe that such a condition may exist, the Consultant shall issue written notice and request that the Client authorize and pay for all costs associated with the investigation of such a condition. If (1) the Client fails to authorize such an investigation after due notification, or (2) the Consultant has no reason to believe that such a condition exists, the Consultant shall not be responsible for the existing condition or any resulting damages to persons or property.
11. **HAZARDOUS MATERIALS** | HED does not have the specialized training or expertise in the specification, treatment and/or handling of new and/or existing asbestos-containing, asbestos-contaminated, or other toxic and hazardous materials, above or below surface, and our professional liability insurance policy does not include coverage of these services. Therefore, HED cannot provide these services. It is our understanding that the Client will retain, if necessary, a qualified industrial hygienist and/or contractor to provide these services.
12. **CONSTRUCTION OBSERVATION** | If so provided in the Agreement, the Consultant shall visit the site at intervals appropriate to the stage of construction in order to become generally familiar with the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the Consultant to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Based on this general observation, the Consultant shall keep the Client informed about the progress of the Work and shall endeavor to guard the Client against deficiencies in the Work. The Consultant shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. The Consultant shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Consultant does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

13. **JOBSITE SAFETY** | Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and subconsultants at a construction/project site, shall relieve the Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the Contractor shall be solely responsible for jobsite safety and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client also agrees that the Client, the Consultant and the Consultant's subconsultants shall be indemnified by the Contractor and shall be made additional insureds under the Contractor's policies of general liability insurance.
14. **SHOP DRAWING REVIEW** | The Consultant shall review and approve or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. This review shall not include review for accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The Consultant's review shall be conducted with reasonable promptness while allowing sufficient time in the Consultant's judgment to permit adequate review. Review of a specific item shall not indicate that the Consultant has reviewed the entire assembly of which the item is a component. The Consultant shall not be responsible for any deviations from the Construction Documents not brought to the attention of the Consultant in writing by the Contractor. The Consultant shall not be required to review partial submissions or those submissions for which correlated items have not been received. Shop drawings and other submittals related to the Work that are designed or certified by a design professional retained by the Contractor shall bear such professional's written approval, and the Consultant shall be entitled to rely upon the adequacy, accuracy, and completeness of such services, certifications, or approvals.
15. **PHOTOGRAPHS AND WRITTEN PUBLICITY MATERIALS** | The Consultant reserves the right to take and produce professional photographs of the job site upon completion of the work for the purpose of its marketing efforts through the media and Consultant promotional materials including but not limited to the company website, brochure and qualification package. Additionally, the Consultant reserves the right to produce written descriptions of the scope of work and the Consultant's staff efforts pertaining to the work proposed both during and upon completion of the project in the form of press releases and additional Consultant promotional materials including but not limited to the company website, brochure and qualification package.
16. **COMPLETION OF SERVICES** | HED's responsibility to provide the proposed services will terminate at the earlier of the issuance to the Client of the final Certificate for Payment or sixty (60) days after date of substantial completion of the project work.
17. **SUSPENSION OF SERVICES** | If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Consultant may suspend performance of services upon seven (7) calendar days' notice to the Client. The Consultant shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, the Consultant shall resume services under this Agreement. The Consultant's time schedule and compensation shall be equitably adjusted if its services are suspended, delayed, extended, or otherwise materially changed due to causes outside of its control.
18. **TERMINATION OF SERVICES** | This agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, the Client shall pay the Consultant for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.
19. **RISK ALLOCATION** | In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, and damages of any nature, including attorneys' fees and costs and expert-witness fees and costs, caused by or related to Consultant's negligence or breach of the Agreement and not subject to the waiver under paragraph 17, so that the total aggregate liability of the Consultant to the Client shall not exceed the Consultant's total fee for services rendered on this Project or the aggregate amount of all indemnity payments made under any applicable insurance policy, whichever is less. It is intended that this limitation apply to any and all liability or cause of action, however alleged or arising, unless otherwise prohibited by law. If, due to the Consultant's negligence or breach, a required item or component of the Project is omitted from the Consultant's construction documents, the Consultant shall not be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project beyond the item or component that would have been required and included in the original construction documents.
20. **CONSEQUENTIAL DAMAGES** | Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any, incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including but not limited to negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
21. **INDEMNIFICATION** | In addition, and notwithstanding any other provisions of this Agreement, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs including reasonable attorneys' fees and defense costs, rising out of or in any way connected with this Project or the performance by Client or any of its employees and subconsultants under this Agreement, excepting only those damages, liabilities or costs attributable to the negligent acts or negligent failure to act by the Consultant or its breach of the Agreement.
22. **DISPUTE RESOLUTION** | Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof shall be subject to and decided by informal negotiations between authorized representatives of the parties, followed by mediation if the informal negotiations are not successful. Mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association in effect at the time the request for mediation is made by either party. In the event that the parties are not successful in resolving the dispute by mediation, then such disputes shall be subject to and decided by arbitration conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association in effect at the time the demand for arbitration is made by either party. The place of the arbitration hearings shall be at the offices of the American Arbitration Association in Los Angeles, CA unless otherwise mutually agreed by the parties. The award rendered by the arbitrator(s) shall be final and binding and enforceable in any court of competent jurisdiction.
23. **MISCELLANEOUS PROVISIONS** | The Agreement, including these Terms and Conditions, represents the complete and integrated agreement between the parties; supersedes all prior agreements between the parties relating to the project; may be amended only in writing; is binding upon the parties, their successors, assigns, and legal representatives; and shall be interpreted and governed in accordance with the laws of the California.



WWW.HED.DESIGN

- Boston
- Chicago
- Dallas
- Detroit
- Los Angeles**
- Sacramento
- San Diego
- San Francisco

550 South Hope St.
 Suite 2500
 Los Angeles, CA 90071

T 213.542.4500
 F 213.542.4515

August 11, 2023

Mrs. Kimberly Drummond
 Chief Support Services
 Sonoma Valley Hospital
 347 Andrieux Street
 Sonoma, CA 95476

**RE: Sonoma Valley Hospital
 Hospital Renovations for NPC and SPC Compliance
 HED Project Number 2023-SV013-001
 – Additional Service Request #1 (ASR 1)**

Dear Kimberly Drummond,
 Here is a broad outline for our scope-of-work and fees:

Hospital Renovations for NPC and SPC Compliance

Scope-of-Work Part 1 - Existing Conditions Analysis

- A. NPC Analysis
- B. SPC Analysis

Scope-of-Work Part 2 - Compliance Evaluation - Deadline Due Date - 1/1/24

- A. NPC Evaluation
- B. SPC Evaluation

HED/Miyamoto Fees:

Part 1.A. and 1.B. (partial)	Base Fee	6/30/23	- HED	\$20,000
Part 1.A. and 1.B. - complete	Add Service #1	8/11/23	- Miyamoto	\$90,000
Part 1.A. and 1.B. - complete	Add Service #2		- HED	tbd
Part 2.A. and 2.B. - complete	Add Service #3		- HED & Miya & MEP Engineer	tbd



WWW.HED.DESIGN

The following is a fee summary for this Additional Service Request:

Fee Summary - Hospital Renovations (for NPC and SPC Compliance)

ASR 1 - BOD Proposal Increment 2

Net Increase for this Add Service Request

HED Architects

n/a

Miyamoto Structural Engineers

\$90,000

Total for ASR 1

\$90,000

Contract Modifications Summary

Original Contract Amount:

\$20,000

Previous Change Orders:

\$0

Contract Amount prior to this Add Service Request

\$20,000

Amount for this Add Service request

\$90,000

Revised Contract Amount

\$110,000

Thank you for this opportunity to provide design services at Sonoma Valley Hospital (SVH). We appreciate your trust to serve you in your commitment to the health and wellbeing of your community.

Sincerely,

Timothy Hurvitz, AIA, LEED AP BD+C

Principal in Charge

CA Architect License No. C-34381



WWW.HED.DESIGN

PROPOSAL ACCEPTANCE

We suggest that if this proposal-agreement meets with your approval and you choose to award this project to HED, this proposal-agreement letter will serve as the contract between HED and SVH. By signing below, I approve and agree to be bound by the terms and conditions of this Proposal Letter Agreement ("Agreement"), attest that I have the authority to execute this Agreement on behalf of SVH and authorize HED ("Architect") to commence services.

Accepted for SVH by:

Signature _____

Printed Name and Title _____

Date _____

This Proposal Letter will be valid for a period of sixty (60) days from date first noted above. Upon acceptance, please forward a signed copy to HED and retain a complete signed copy of the Agreement for your records.

Architects are licensed and regulated by the California Architects Board located at 2420 Del Paso Road, Suite 105, Sacramento, CA 95834



PROJECT SCOPE

The project scope for this Add Service is the structural analysis of the existing conditions at Sonoma Valley Hospital per the attached Fee Proposals from Miyamoto, International, Inc. for the scope-of-work Parts 1.A. and 1.B.

PROJECT SERVICES

Based on HED’s project understanding, we are pleased to offer structural design services for existing conditions analysis.

PROPOSED FEE

Fee Summary - Hospital Renovations (for NPC and SPC Compliance)

ASR 1 - BOD Proposal Increment 2

Net Increase for this Add Service Request

HED Architects	n/a
Miyamoto Structural Engineers	\$90,000
Total for ASR 1	\$90,000

Contract Modifications Summary

Original Contract Amount: \$20,000

Previous Change Orders: \$0

Contract Amount prior to this Add Service Request \$20,000

Amount for this Add Service request \$90,000

Revised Contract Amount \$110,000

CLIENT RESPONSIBILITIES

- All Existing Conditions documentation
(note: Architect and Design Engineers will take existing conditions measurements and perform site inspections where accessible and practical.)

ASSUMPTIONS

- Per the terms and conditions of the 6/30/23 Letter of Agreement.

EXCLUSIONS

- Design Team will not provide services related to Hazardous Materials
- see Consultant Proposals for additional scope of Exclusions

MISCELLANEOUS ITEMS

- see Consultant Proposals for additional Miscellaneous items

end of document

May 5, 2023

Mr. Tim Hurvitz
HED
417 Montgomery St, Suite 400
San Francisco, CA 94104
thurvitz@hed.design

**Subject: Proposal for Structural Engineering Services related to
Sonoma Valley Hospital Non-structural Seismic Evaluation
Sonoma, CA
MI2313014.01**

Dear Mr. Hurvitz:

Miyamoto International, Inc. (“Miyamoto”) has reviewed the subject project and is pleased to submit the following proposal to HED (“Client”) for professional services.

1. Scope of Work. Structural engineering services related to preparing a seismic compliance plan for the 57,100-SF, 3-story, concrete framed West Wing Hospital building plus one-story East Wing North, East Wing Center, East Wing South, Central Wing, Chiller building, Central Wing Canopy, West Wing Canopy, East Wing Canopy, ED/OR, and ED/OR Canopy (see site plan on Page 5) located at 347 Andrieux St, Sonoma, California based on the email from your office dated April 26, 2023 and teleconference dated April 27, 2023.

For the purposes of this proposal, the following conditions are assumed:

- i. A geotechnical/geohazards report in accordance with 2022 CBC and ASCE-41 will be provided
 - ii. Complete structural drawings are available for all original construction, previous structural renovations and seismic retrofits and will be made available prior to start of work
 - iii. Seismic compliance plan consists of NPC work only. SPC seismic compliance plan services are covered under a separate proposal
 - iv. Materials testing, structural investigation, and local finish demolition may be required and is assumed to be by others
2. Services. We will provide the following structural engineering services for the project:
 - a. Review existing documentation
 - b. Perform preliminary seismic evaluation per 2022 CBC and ASCE-41 to identify potential non-structural deficiencies
 - c. Provide summary report of findings and preliminary recommendations for remediation measures. Summary report will include schematic retrofit scope diagrams for preliminary costing purposes.
 - d. Participate in meetings with HCAI
 - e. Respond to comments from HCAI
 - f. Up to (6) site visit to observe and document non-structural conditions

Our services are for the seismic evaluation of the anchorage and bracing of non-structural equipment and distribution systems (AMEP equipment and piping, conduit, ductwork) only, unless noted otherwise. They do not include the design of form work, shoring and other means and methods required for construction, or construction cost estimating. Our services do not include site visits unless specifically included in this proposal. Miyamoto may visit the Project, but unless otherwise specified, the purpose of the site visits is for Miyamoto to familiarize itself with the features of the site and the general aspects of construction in order to be able to respond to requests for information. Our services do not include any inspections related to, or control over, or supervision of, construction means, methods, techniques, sequences, or safety procedures.

Miyamoto will perform its services consistent with the professional skill and care ordinarily provided by structural engineers practicing in the same or similar locality under the same or similar circumstances. No services such as architectural, geotechnical, civil, mechanical, electrical, or fire protection are included, unless noted otherwise. If such services are required, licensed professionals qualified in these fields should be retained.

3. Compensation. The basic fee for our services will be \$40,000.00 and will be billed monthly as services are rendered.

4. Extra Services. If Miyamoto is asked to perform services which are outside the Scope of Work, or if you change the Scope of Work, including changes in size, quality, complexity, and schedule, then any work performed by Miyamoto as a result of such request or change will be billed to you either upon a mutually agreeable increase in the basic fee, or upon a time and materials basis. Miyamoto current hourly billing rates are as follows: Senior Principal \$300.00/hr; Principal \$275.00/hr; Associate Principal \$225.00/hr; Senior Associate \$170.00/hr; Associate Engineer \$160.00/hr; Associate Designer \$125.00/hr; Senior Project Engineer \$140.00/hr; Senior Designer \$125.00/hr; Project Engineer \$125.00/hr; Staff Engineer \$120.00/hr; BIM Engineer / Designer \$100.00/hr; Administrative Assistant \$80.00/hr; and Intern \$80.00/hr. The rates are subject to change without notice. Unless noted otherwise, extra services include but are not limited to the following: tenant improvement work; anchorage of MEP, fire sprinkler and other non-structural equipment; remediation of hazardous materials; exterior elements such as fountains, signs, light poles, flagpoles, site walls, and retaining walls; non-bearing exterior cladding; non-bearing interior partitions; design-build stairs; pre-engineered joists and trusses; creating book specifications; value engineering services after completion of the permit submittal package; preparing documents for alternate bids; preparing documents for multiple building permit packages; responding to owner-retained peer review comments; attending additional meetings beyond the scope of the structural system; designing and detailing repairs for defective construction; and preparing record drawings during or after construction.

5. Charge for Late Payments. Invoices which are not paid within 30 days of the due date will bear a service charge of 1.5% per month, compounded, with charges accrued from the due date.

6. Limitation of Liability. Miyamoto's liability to Client in the event of Miyamoto's negligence, errors, omissions, strict liability, or breach of contract, with respect to the project or this agreement, shall not exceed the amount of insurance available under Miyamoto's errors and omissions policy or policies which cover such events. Client agrees that it will not bring a lawsuit or claim against individual employees, officers, or directors of Miyamoto, and that Client's sole remedies under this contract shall be against Miyamoto.

7. Use of Miyamoto Documents. The drawings, specifications, calculations, and other documents, including those in electronic form, produced by Miyamoto under this agreement are for use solely with respect to the Project. Miyamoto shall be deemed the owner of these documents and shall retain all common law, statutory and other reserved rights, including copyright. Upon the execution of this agreement, Miyamoto grants to the Client a nonexclusive license to reproduce such Miyamoto documents for the purpose of constructing, maintaining or using the Project. Any termination of this agreement prior to completion of the Project, or any failure of Client to pay Miyamoto for Miyamoto's services, shall terminate this license. Client shall not use the Miyamoto documents for any future additions or alterations to the Project without written permission of Miyamoto. Any unauthorized use of Miyamoto documents shall be at Client's sole risk and without liability to Miyamoto.

8. Suspension; Termination.

a. Suspension. If the project is suspended by Client (or the owner of the Project) for more than 30 days, Client shall compensate Miyamoto for all services performed by Miyamoto prior to such suspension. When the project is resumed, Miyamoto shall be compensated for expenses incurred in the interruption and resumption of Miyamoto's services. Miyamoto's fees for the remaining services shall be equitably adjusted. If the suspension continues for more than 90 days, Miyamoto may terminate this agreement by not less than 7 days' notice.

b. Miyamoto's Right to Suspend Work upon Non-Payment. If any Miyamoto invoice is not paid within 60 days, Miyamoto shall have the right to suspend work on the project until payment on such invoice is received, and Miyamoto shall have no liability for any damage, cost, fine or penalty due to delay in the Project caused by such suspension.

c. Termination for Convenience. Client may, upon no less than 7 days' written notice, terminate this agreement for the convenience of the Client without cause.

d. Terminate for Cause. Either party may terminate this agreement on not less than 7 days' written notice if the other party fails to perform its obligations under this agreement.

e. Payment upon Termination. In the event of a Termination for Convenience or other termination not the fault of Miyamoto, Client shall pay Miyamoto for all services performed prior to termination, plus expenses incurred in demobilizing, plus a termination fee equal to Miyamoto's anticipated but unrealized profit as of the date of termination.

If you agree to the above, please send a signed copy of this agreement to Miyamoto International, Inc., as notice to proceed.

We appreciate the opportunity to work with you. The conditions of this proposal shall be applicable for 90 days from the date of this proposal, after which Miyamoto reserves the right to review and/or negotiate them with the Client.

Best regards,
Miyamoto International, Inc.

Josh Reynolds, S.E.
Principal

Sean Fraser, S.E.
Associate Principal

I, the Client, agree to the above terms:

Signature

Date

Name

Billing Contact Name

Title

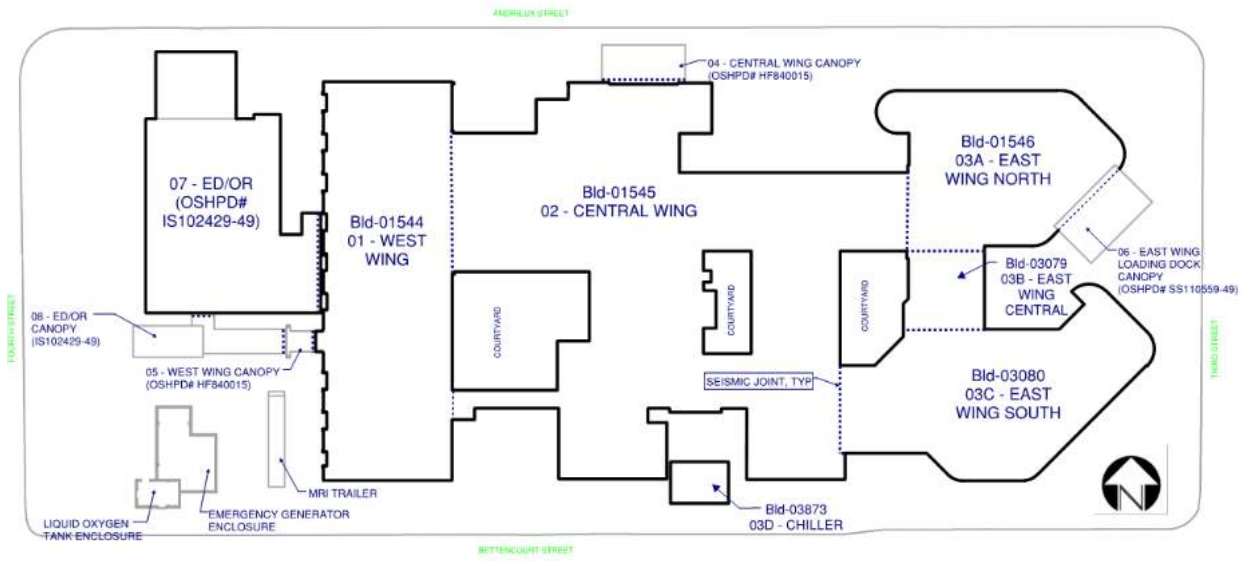
Billing Contact Email Address

Client Purchase Order or Project Number

Billing Contact Phone Number

SCF/scf

Chauvel CE/SE13848, S4777 / Determan S4654 / Li C66333 / Miyamoto S4187 / Reynolds S5637



SITE PLAN
Sonoma Valley Hospital
Facility ID - 11064

March 31, 2023

Mr. Tim Hurvitz
HED
417 Montgomery St, Suite 400
San Francisco, CA 94104
thurvitz@hed.design

**Subject: Proposal for Structural Engineering Services related to
Sonoma Valley Hospital West Wing Seismic Evaluation
Sonoma, CA
MI2313014.00**

Dear Mr. Hurvitz:

Miyamoto International, Inc. (“Miyamoto”) has reviewed the subject project and is pleased to submit the following proposal to HED (“Client”) for professional services.

1. Scope of Work. Structural engineering services related to preparing a seismic compliance plan for the 57,100-SF, 3-story, concrete framed West Wing Hospital building located at 347 Andrieux St, Sonoma California based on the email from your office dated March 16, 2023 and teleconference dated March 24, 2023.

For the purposes of this proposal, the following conditions are assumed:

- i. A geotechnical/geohazards report in accordance with 2022 CBC and ASCE-41 will be provided
 - ii. Complete structural drawings are available for all original construction, previous structural renovations and seismic retrofits and will be made available prior to start of work
 - iii. Seismic compliance plan consists of SPC work only. NPC seismic compliance plan services can be provided as an additional service
 - iv. Materials testing, structural investigation, and local finish demolition may be required and is assumed to be by others
2. Services. We will provide the following structural engineering services for the project:
 - a. Review existing documentation
 - b. Perform preliminary seismic evaluation per 2022 CBC and ASCE-41 to identify potential deficiencies
 - c. Perform advanced analysis/evaluation (ASCE-41 Tier 3) after preliminary evaluation is complete
 - d. Provide summary report of findings and preliminary recommendations for remediation measures. Summary report will include schematic retrofit scope diagrams for preliminary costing purposes.
 - e. Participate in meetings with HCAI
 - f. Respond to comments from HCAI
 - g. (1) site visit to verify as-built structure is in general conformance with structural drawings

Our services are for the seismic evaluation of the structural shell (primary structural system) only, unless noted otherwise. They do not include the design of form work, shoring and other means and methods required for construction, or construction cost estimating. Our services do not include site visits unless specifically included in this proposal. Miyamoto may visit the Project, but unless otherwise specified, the purpose of the site visits is for Miyamoto to familiarize itself with the features of the site and the general aspects of construction in order to be able to respond to requests for information. Our services do not include any inspections related to, or control over, or supervision of, construction means, methods, techniques, sequences, or safety procedures.

Miyamoto will perform its services consistent with the professional skill and care ordinarily provided by structural engineers practicing in the same or similar locality under the same or similar circumstances. No services such as architectural, geotechnical, civil, mechanical, electrical, or fire protection are included, unless noted otherwise. If such services are required, licensed professionals qualified in these fields should be retained.

3. Compensation. The basic fee for our services will be \$50,000.00 and will be billed monthly as services are rendered.

4. Extra Services. If Miyamoto is asked to perform services which are outside the Scope of Work, or if you change the Scope of Work, including changes in size, quality, complexity, and schedule, then any work performed by Miyamoto as a result of such request or change will be billed to you either upon a mutually agreeable increase in the basic fee, or upon a time and materials basis. Miyamoto current hourly billing rates are as follows: Senior Principal \$300.00/hr; Principal \$275.00/hr; Associate Principal \$225.00/hr; Senior Associate \$170.00/hr; Associate Engineer \$160.00/hr; Associate Designer \$125.00/hr; Senior Project Engineer \$140.00/hr; Senior Designer \$125.00/hr; Project Engineer \$125.00/hr; Staff Engineer \$120.00/hr; BIM Engineer / Designer \$100.00/hr; Administrative Assistant \$80.00/hr; and Intern \$80.00/hr. The rates are subject to change without notice. Unless noted otherwise, extra services include but are not limited to the following: tenant improvement work; anchorage of MEP, fire sprinkler and other non-structural equipment; remediation of hazardous materials; exterior elements such as fountains, signs, light poles, flagpoles, site walls, and retaining walls; non-bearing exterior cladding; non-bearing interior partitions; design-build stairs; pre-engineered joists and trusses; creating book specifications; value engineering services after completion of the permit submittal package; preparing documents for alternate bids; preparing documents for multiple building permit packages; responding to owner-retained peer review comments; attending additional meetings beyond the scope of the structural system; designing and detailing repairs for defective construction; and preparing record drawings during or after construction.

5. Charge for Late Payments. Invoices which are not paid within 30 days of the due date will bear a service charge of 1.5% per month, compounded, with charges accrued from the due date.

6. Limitation of Liability. Miyamoto's liability to Client in the event of Miyamoto's negligence, errors, omissions, strict liability, or breach of contract, with respect to the project or this agreement, shall not exceed the amount of insurance available under Miyamoto's errors and omissions policy or policies which cover such events. Client agrees that it will not bring a lawsuit or claim against individual employees, officers, or directors of Miyamoto, and that Client's sole remedies under this contract shall be against Miyamoto.

7. Use of Miyamoto Documents. The drawings, specifications, calculations, and other documents, including those in electronic form, produced by Miyamoto under this agreement are for use solely with respect to the Project. Miyamoto shall be deemed the owner of these documents and shall retain all common law, statutory and other reserved rights, including copyright. Upon the execution of this agreement, Miyamoto grants to the Client a nonexclusive license to reproduce such Miyamoto documents for the purpose of constructing, maintaining or using the Project. Any termination of this agreement prior to completion of the Project, or any failure of Client to pay Miyamoto for Miyamoto's services, shall terminate this license. Client shall not use the Miyamoto documents for any future additions or alterations to the Project without written permission of Miyamoto. Any unauthorized use of Miyamoto documents shall be at Client's sole risk and without liability to Miyamoto.

8. Suspension; Termination.

a. Suspension. If the project is suspended by Client (or the owner of the Project) for more than 30 days, Client shall compensate Miyamoto for all services performed by Miyamoto prior to such suspension. When the project is resumed, Miyamoto shall be compensated for expenses incurred in the interruption and resumption of Miyamoto's services. Miyamoto's fees for the remaining services shall be equitably adjusted. If the suspension continues for more than 90 days, Miyamoto may terminate this agreement by not less than 7 days' notice.

b. Miyamoto's Right to Suspend Work upon Non-Payment. If any Miyamoto invoice is not paid within 60 days, Miyamoto shall have the right to suspend work on the project until payment on such invoice is received, and Miyamoto shall have no liability for any damage, cost, fine or penalty due to delay in the Project caused by such suspension.

c. Termination for Convenience. Client may, upon no less than 7 days' written notice, terminate this agreement for the convenience of the Client without cause.

d. Terminate for Cause. Either party may terminate this agreement on not less than 7 days' written notice if the other party fails to perform its obligations under this agreement.

e. Payment upon Termination. In the event of a Termination for Convenience or other termination not the fault of Miyamoto, Client shall pay Miyamoto for all services performed prior to termination, plus expenses incurred in demobilizing, plus a termination fee equal to Miyamoto's anticipated but unrealized profit as of the date of termination.

If you agree to the above, please send a signed copy of this agreement to Miyamoto International, Inc., as notice to proceed.

We appreciate the opportunity to work with you. The conditions of this proposal shall be applicable for 90 days from the date of this proposal, after which Miyamoto reserves the right to review and/or negotiate them with the Client.

Best regards,
Miyamoto International, Inc.



Josh Reynolds, S.E.
Principal



Sean Fraser, S.E.
Associate Principal

I, the Client, agree to the above terms:

Signature

Date

Name

Billing Contact Name

Title

Billing Contact Email Address

Client Purchase Order or Project Number

Billing Contact Phone Number

SCF/scf
Chauvel CE/SE13848, S4777 / Determan S4654 / Li C66333 / Miyamoto S4187 / Reynolds S5637

ODC Project

Sonoma Valley Health Care District
Board of Directors
September 7, 2023

Overview

- ODC PROJECT BUDGET
- PERMANENT MRI – BOARD RESOLUTION xxx - ACTION
- CT PHASE II – BID AWARD – ACTION

ODC Budget

REMAINING ODC BUDGET	
CT PROJECT – PHASE 1	\$368K
CT PROJECT – PHASE 2/CLINICS	\$1M
MRI PERMANENT	\$7.47M
MRI – ORIGINAL PROJECT CLOSURE	\$215K
PROJECT CONTINGENCY – (Change Order, Escalation, Overall Project Contingency)	\$1.15M
TOTAL PROJECT	\$10.21M

PROJECT RISKS	
CT PROJECT – PHASE 1	ELECTRICAL RESOLUTION
CT PROJECT – PHASE 2	EXISTING CONDITIONS
MRI PERMANENT	ESCALATION, CHANGE ORDER, EXISTING CONDITIONS, PUBLIC IMPROVEMENTS, HCAI ELECTRICAL COORDINATION
MRI – ORIGINAL PROJECT CLOSURE	HCAI REQUIREMENTS – DESIGN, MINOR CONSTRUCTION

- BID AWARDS FOR THE PROJECT ARE FIRM
- CHANGE ORDERS FOR UNFORSEEN OR EXISTING CONDITIONS, OWNER ADDS ARE FUNDED FROM PROJECT CONTINGENCY

Temporary MRI

TEMPORARY MRI BUDGET	
MRI TEMPORARY STRUCTURE	\$350K
SITE WORK	\$650K
DESIGN & PERMITTING	\$172K
CONTINGENCY	\$28K
Subtotal	\$1.2M

PROJECT RISKS
EXISTING CONDITIONS
WEATHER DELAYS

- PLANNED CONTINGENCY INCREASE - \$30K FROM FUNDING UTILITY MAIN CONNECTIONS FROM MRI PERMANENT BUDGET
- PROJECT TRACKING FOR DECEMBER COMPLETION DATE

CT Phase 2 / Clinics

- RECOMMENDING AWARD OF CONTRACT TO GMH BUILDERS, INC. AS SOLE RESPONSIVE BIDDER.
 - BID AMOUNT OF \$1.2M TO BE REDUCED BY CHANGE ORDER #1 TO \$1.05M THROUGH THE ELIMINATION OF SCOPE.
 - Reduced General Conditions – GMH conduct Temp Site work & Phase II work concurrently
 - Eliminate roof repair – to SVH maintenance
 - Flooring material duplicated in sub pricing
- PRE-BID WALKTHROUGH – ALL PARTICIPANTS ELIGIBLE TO BID
 - 8 GENERAL CONTRACTORS
- SUBMISSIONS:
 - 1 BID PACKAGE RECEIVED – GMH BUILDERS
 - UNKNOWN REASON FOR OTHER NON-RESPONDERS
- BID REVIEW
 - SOLE BID IN LINE WITH ORIGINAL SCOPE WITH REDUCTIONS
 - REBIDDING EXTENDS SCHEDULE AND MAY NOT ACHIEVE SAVINGS
 - Eliminates General Condition savings by having same contractor work on 2 SVH projects concurrently
 - Sole bidder is General Contractor for CT Project – supplantation cost would be incurred for new GC
 - Sole bidder is a trusted GC and knows the Hospital facility

RECOMMENDATION SUMMARY

NEXT STEPS

- BOARD RESOLUTION: AWARD PDC FACILITIES – MODULAR BUILDING PROPOSAL – \$1.43M
- BOARD ACTION: AWARD GMH BUILDERS - CT PHASE II/CLINICS - \$1.214M – REDUCED THROUGH CHANGE ORDER #1 TO \$1.05M

Questions?

RESOLUTION NO. 368

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA VALLEY
HEALTH CARE DISTRICT DIRECTING THE EXECUTION OF A CONTRACT FOR
MODULAR OFFICE BUILDING

RECITALS

A. WHEREAS, the Sonoma Valley Health Care District (“District”) requires the design, construction, and installation of a Modular Office Building (the “Project”), which is further set forth in the solicitation documents set forth in Exhibit A attached hereto and incorporated herein by reference (“Solicitation Documents”); and

B. WHEREAS, staff conducted a diligent search for all firms that can provide the Project, and only identified four such firms:

- i. PDC Facilities, Inc.
- ii. Advanced Medical Space
- iii. WillScot
- iv. Rad Tech

(collectively, the “Solicited Firms”); and

C. WHEREAS, the District issued the Solicitation Documents to the Solicited Firms, and only PDC Facilities, Inc. (“Contractor”) and Advanced Medical Space (“Other Respondent”) elected to submit proposals in response to the Solicitation Documents, which are set forth in Exhibit B and Exhibit C attached hereto and incorporated herein by reference (respectively, “Contractor Proposal” and “Other Respondent Proposal”, and collectively, the “Proposals”); and

D. WHEREAS, District staff identified that competitive bidding would be unavailing because the design of a satisfactory Project is highly specialized, there is not a ready market of design-professionals not employed by such firms that could prepare a specification for competitive bidding, and the cost of retaining a design professional if even available to prepare a specification for competitive bidding would be cost prohibitive; and

E. WHEREAS, Contractor’s proposal is the superior proposal when the Proposals were reconciled as set forth in Exhibit D (the “Reconciliation”); and

F. WHEREAS, the District wishes to contract with Contractor to provide the Project for an amount not to exceed One Million Four Hundred Thirty Thousand Dollars (\$1,430,000); and

G. WHEREAS, as stated in *Mike Moore's 24-Hour Towing v. City of San Diego* (1996) 45 Cal.App.4th 1294, 1303, “[a] public entity's award of a contract, and all of the acts leading up to the award, are legislative in character. [T]he letting of contracts by a governmental entity necessarily requires an exercise of discretion guided by consideration of the public welfare[]”; and

H. WHEREAS, the District is empowered to award a contract that would otherwise require competitive bidding without competitive bidding “where competitive proposals work an incongruity and are unavailing as affecting the final result, or where competitive proposals do not produce any advantage, or where it is practically impossible to obtain what is required and to observe such form, competitive bidding is not applicable.” (*Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal.App. 3d 631, 636); and

NOW THEREFORE, BE IT RESOLVED, by the Board of Directors of the Sonoma Valley Health Care District that:

1. District staff (a) engaged in a diligent search for all firms that provide satisfactory Project within the geographic vicinity of the District, and only identified four such firms, (b) obtained proposals from two of such firms after soliciting all identified firms, and (c) proposes that the District award the contract to the firm submitting the proposal that meets the criteria of the needed Project at the lowest rate offered, Contractor, on terms consistent with the Contractor Proposal (collectively, the “Proposed Alternative Procurement”);

2. In light of the Proposed Alternative Procurement, competitive bidding is not required because it would work an incongruity, would be unavailing as affecting the final result, and would not produce any advantage; and

3. The District Chief Executive Officer or designee is hereby authorized and directed to enter into the contract set forth in Exhibit E consistent with this Resolution (the “Proposed Contract”), subject to minor revisions, if any, approved by the District Chief Executive Officer and District legal counsel to comply with applicable law or otherwise ensure that the District contracts for the Project on clear, unambiguous terms that are in the best interest of the District.

ADOPTED by the Board of Directors of the Sonoma Valley Health Care District at a regular meeting held on the 7th day of September, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Judith Bjorndal, Board Chair,

ATTEST:

Wendy Lee Myatt, Secretary

Exhibit A
Solicitation Documents

Available at:

<https://www.dropbox.com/s/a8kemwbtlbprawv/Exhibit%20I%20-%20Project%20Overview%20%28Reduced%20Filesize%29%20-%20Final%202023.04.19.pdf?dl=0>

Exhibit B
Contractor Proposal



To: Luis Sarmiento Jr.
 Project Manager
luis.sarmiento@vertranassociates.com
 Mobile 916-505-0988, VoIP 415-737-5037

Proposal # 52323-PDC-2

Date Issued: 5/23/2023

Date Expires: 9/29/2023

Created By: Jim Maslowski

414-530-7704

jpm@pdcbiz.com

Account Manager: Blayne Seidl

262-853-1190

blayne@pdcbiz.com

PROJECT: SVH Modular Office Building for MRI

Budget Summary

Item	Qty.	List Price Per Unit	Discount Per Unit	Net Price Per Unit	Total Budget
MRI Relocatable Building 15x50	2				1,400,000.00
Design fee	1				30,000.00
Installation management at site - 1 week	1				15,000.00
Sub-Total For a Building MRI Mini-Clinic					\$ 1,430,000.00
Tax Excluded					\$ -
Total MRI Mini-Clinic Base Price fob PDC					\$ 1,430,000.00

THIS PROPOSAL DEVIATED FROM THE BID REQUEST PACKAGE

Relocatable Cassette Building specifications are based on typical PDC design standards attached as Exhibit A

All site work and rigging of the modular buildings at the site by others

All utility connections to the PDC buildings are by the site contractor

Delivery of the Cassette Buildings to the site is excluded

Chiller for the MRI is by the MRI vendor

Payment Terms: 25% with PO plus monthly progress payments Net 30

95% payment due to PDC prior to shipping the Cassette Buildings from PDC

Warranty: 14 months after the building is complete at PDC

Third party inspections will be provided by TR Arnold

Any additional inspections are the responsibility of the Customer

Permits, Fees and all approvals are excluded

Purchase Orders: Not effective until acknowledged by PDC

PDC Terms and Conditions apply

PDC will provide a budget for delivering the Cassettes to the site after a PO is issued to PDC for the project

Contact Jared Galassini if you have questions about issuing a purchase order or information regarding payments
Cell 608-289-4887
jgalassini@pdcbiz.com

Submit Purchase Order To:

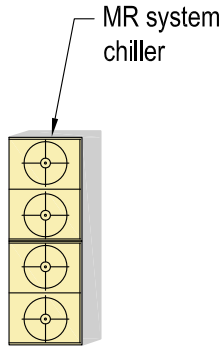
orders@pdcbiz.com

PDC Facilities, Inc.
 700 Walnut Ridge Dr.
 Hartland, WI 53029
 262-367-7700

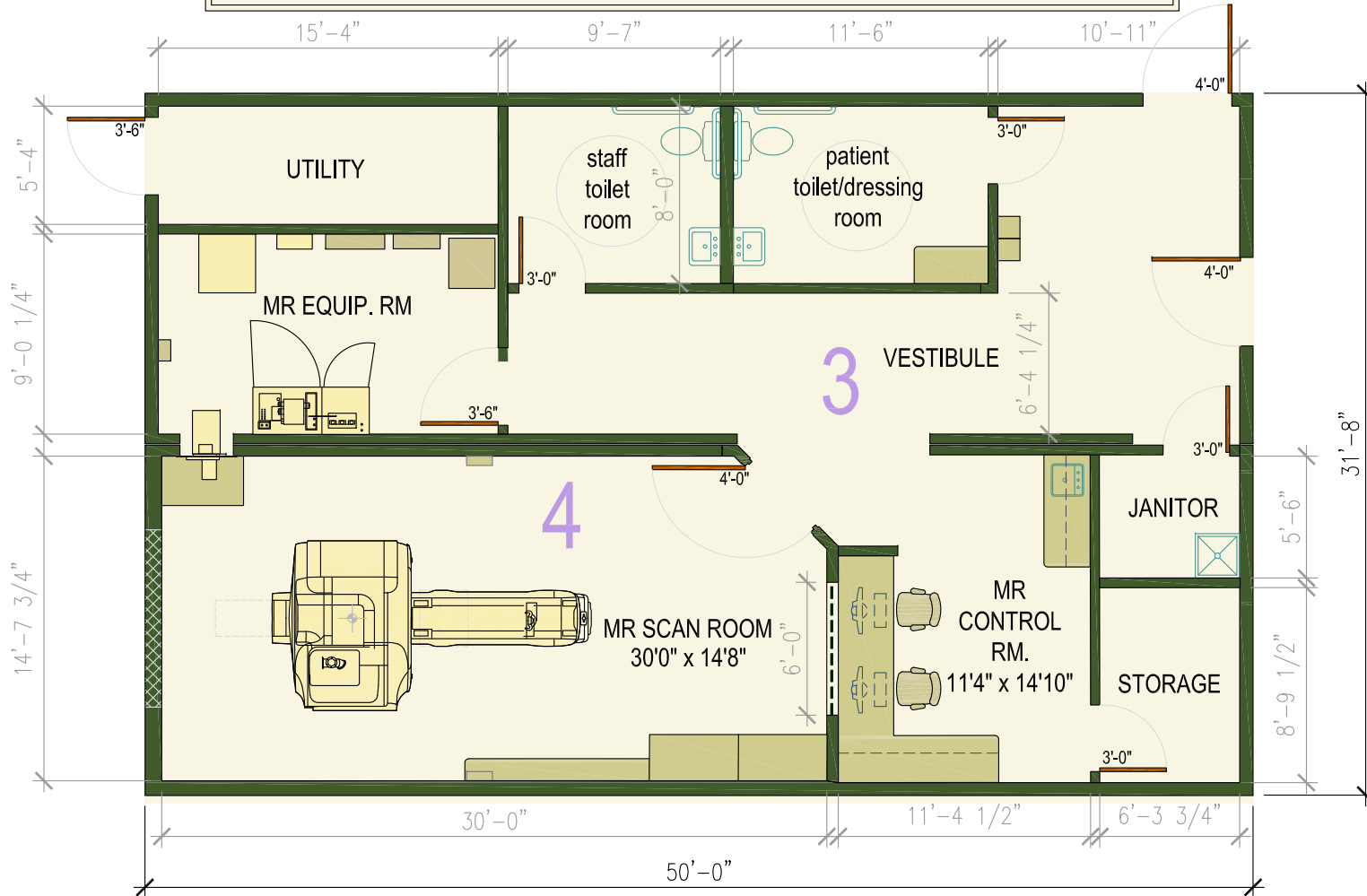
Wire Transfer Instructions are available from Jared Galassini

Technical Movable Building ("TMB")

Movable • Self-Contained • Hospital Grade



FEATURES		
• Institutional construction	• Fully finished interior	• 5 Gauss containment
• 1-hour fire rated walls	• Fully finished exterior	• IBC seismic zone D
• 1-hour fire rated roof	• Fully contained HVAC	• IBC 120 mph structure
• MR system site installed	• 5-year RF shield warranty	• HHS compliant



30'x50' PDC "TMB" for: Siemens 1.5T & 3.0T MR Systems

1/8" = 1'-0"

PDC FACILITIES

700 Walnut Ridge Drive • Hartland, WI 53029 • TEL 262 367-7700

rev 1
4/20/23



EXHIBIT B

PDC C50w "Cassette" Building Diagnostic Imaging Suite Building GENERIC OUTLINE SPECIFICATION

Doc Number MR-Cassette-C50w-SPEC, rev-0, 18 May 2023

I. NOMINAL DIMENSIONS

- A. The 'C50w' Cassette is a nominal 32' x 50', 1600 sq.ft, comprised of two 16'x50' modules
- B. The Cassette overall height is 12'-8".
- C. Gross Weight: module 1: 100,000 lbs.; module 2: 90,000 lbs.

II. NATIONAL CODE COMPLIANCE

- A. Building manufacturing documents are reviewed, approved, and the building is inspected by State Inspectors, and/or nationally recognized 3rd party inspection agencies, and is listed to meet the following Building Codes:

OCCUPANCY CLASSIFICATION		FIRE RATINGS
COMMERCIAL - BUSINESS or INSTITUTIONAL - HEALTH CARE		Exterior walls.....UL U425 - 1 Hr. Roof/Ceiling.....UL P518 - 1 Hr. Floor..... Non-Combustible
APPLICABLE BUILDING CODES	CONSTRUCTION TYPE	
International Building Code IBC2021	Type II B	
International Plumbing Code IPC2021	DESIGN CRITERIA	
International Mechanical Code IMC2021	Wind Load V _{ULT} 150 mph, 'Exposure C' Floor Load..... 100 psf Roof Load..... 90 psf Seismic Category.....D Outside Ambient Air.....-20°F thru 105°F Min. Water Pressure.....30 lbs. Residual	
National Electric Code NEC2020		

III. SUPERSTRUCTURE

- A. The superstructure is a fully weld-connected, post-&-beam style structure, comprised of HSS12x4 perimeter tubes for the floor and roof assemblies, and HSS4x4, & HSS4x6 tube posts. All heavy gauge steel members are grade A36 steel.

FLOOR ASSEMBLY

- A. Perimeter structural steel beam with cold formed metal joist infill.
- B. Joists: Fully welded 8" x 14 ga. metal joists @ 16" o.c.
Fully welded (6" x 14 ga. metal joists @ 12" o.c. in Scan Room)
Optional - blown-in spray foam insulation.
- C. Floor Decking: 1" nominal metal deck with 2 1/2" reinforced light-weight concrete.
- D. Insulation: R-30, 8" Fiberglass batts, with vapor barrier
(R-21, 6" Fiberglass batts, with vapor barrier in Scan Room)
- E. Bottom Decking: 9/16" metal deck welded to bottom of steel floor joists.
- F. Finish Floor Covering
1. Scan Room: medical grade sheet vinyl.
 2. Control Room: medical grade sheet vinyl.
 3. Equipment Room:
 - 3.1 Static dissipative sheet vinyl
 4. **other flooring upgrades available upon request.**

IV. EXTERIOR WALL ASSEMBLY

- A. Structural Studs: Fully welded 4" x 16 ga. steel studs @ 16" o.c.
- B. Insulation: R-15, 4" fiberglass batts, with vapor barrier
- C. Sheathing: One (1) layer of 5/8" *DensGlass*® Fireguard gypsum sheathing at the exterior with non-cementitious water barrier application and one (1) layer of 5/8" gypsum wallboard type X at the interior side of the exterior wall.
- D. Finish: Standard exterior finish system shall be *Dryvit Outsulation+*, fine sand finish; with system that includes high impact for first 2'-0" above foundation and at four (4) outside corners, and standard mesh imbedded in RFP coat over 2" rigid insulation board on all surfaces.

V. INTERIOR WALLS

- A. Studs: Fully welded 16 ga. metal studs @ 16" o.c. minimum.
- B. Wall Height: Full height to bottom of roof assembly. Nominal 10'-1" height.
- C. Finish Wall Covering:
1. Occupied Rooms: Acrylic latex paint over gypsum board.

2. Scan Room: Acrylic latex paint over gypsum board.
 3. Equipment Room: Flat acrylic latex paint over gypsum board.
 4. Vinyl Base: Coordinated with wall finish.
 5. Options: custom finishes available upon request.
- D. RF EMI Shield: Scan Room to have GRQ Series, fully welded, non-oxidizing, RF Shield enclosure by PDC, with five (5) year limited guarantee. Enclosure to be supplied with GRQ, black-plated *Kleer-View* window, and lightweight compression, automatic latching RF door. PDC's shielding system is approved by all MRI vendors with over 4,000 RF shields installed since 1984.
- E. Magnetic Shield (option)
1. 1006 or M36 steel shielding in the Scan Room walls to contain the 5 gauss public access exclusion zone within the Cassette building exterior walls.
- F. Doors:
1. Interior Doors: Solid core oak veneered, factory stained and varnished
 2. Exterior Doors: Hollow metal insulated, fire-rated, "B" label, with semi-gloss alkyd paint.

VI. ROOF ASSEMBLY

- A. Perimeter: Perimeter structural steel beam with cold form metal joist in-fill.
- B. Joists: 8" x 2" 14 ga. metal joist at 16" o.c.
- C. Insulation: 8", R-30, batt insulation with vapor barrier.
- D. Insulation: 1-1/2" - 5" tapered polyisocyanurate insulation board.
- E. Insulation: 1/2", *Firestone Isogard* HD cover board.
- F. Roofing: fully adhered EPDM rubber membrane. 150mph, exp. "C" rated.
- G. Finish Ceiling:
1. Other rooms: 2 x 2 Armstrong ceiling tile in 2 x 2 metal grid.
 2. Scan room: 2 x 2 Armstrong ceiling tile in 2 x 2 aluminum grid.
 3. Equipment room: Acrylic latex paint over gypsum board.
- H. Roof Top Safety Railings or Roof-screen: Roof screen is provided by Customer or site contractor. Structural roof anchors for safety railing/screening systems are available as an option.

VII. FIRE PROTECTION OPTIONS

A. Fire Alarm System

A PDC Fire Protection Plan will be provided to the customer for its local fire alarm contractor's design review and approval for compliance with local codes. Empty electrical conduit and junction boxes to accommodate smoke detectors, audio/visual annunciators, pull stations and an alarm control panel (if required), will be provided in the Entree. Wiring and devices will be provided, installed, tested, and certified by the customer's local contractor. Existing fire alarm panel capacity checks are the

customer's responsibility. New sub-panel installations are the customer's responsibility unless specifically pre-ordered for installation into the Entree.

B. Wet Sprinkler System

A PDC Fire Protection Plan will be provided to the customer for its local fire suppression contractor's design review and approval for compliance with local codes. A Wisconsin licensed contractor hired by PDC will install, test and certify a schedule 40 copper pipe sprinkler system attached to automatic sprinkler heads, rated for 165°F, at the ceiling. Concealed type sprinkler heads will be provided in rooms with acoustic ceilings, and protected heads will be provided in the Equipment room. System contains water and shall be connected to a water supply so that water discharges immediately from sprinkler head opened by heat from a fire. The system can be provided with a back flow prevention device, and an indicating type control valve with built-in tamper switch, if pre-ordered by the customer. The entire system will be connected to the customer's existing system by the customer's contractor who will re-test and certify the entire system. Power shall be supplied to the flow switch and any other such alarm devices by the customer's electrical contractor. Sprinkler pipe sizing will be determined by NFPA 13 Light Hazard Pipe Schedule. Head spacing also will be determined by NFPA 13 Light Hazard Occupancy 225 sq. ft. maximum per head.

C. Dry Sprinkler System

The "dry" fire suppression system shall be a single interlock preaction type system. The system will consist of a complete preaction deluge valve with the necessary trim for proper operation and will be controlled by an indicating type control valve. The system can be provided with a backflow prevention device, and an indicating type control valve with built-in tamper switch, if pre-ordered by the customer. Air compressor is a wall mounted unit. Detection for the preaction system will be by fixed temperature and/or heat detectors, and connected by owner's contractor. An alarm contact will be provided at the preaction valve. The piping system will consist of a schedule 40 copper pipe, attached to automatic sprinkler heads, rated for 165°F, at the ceiling. Concealed type sprinkler heads will be provided in rooms with acoustic ceilings, and protected heads will be provided in the Equipment room.

VIII. HVAC

- A. The HVAC System maintains separate temperature zones, provides relative humidity to MR system rooms, and provides continuous ventilation. The system consists of rooftop package AC units. The system is designed for ambient conditions of -20° F to 105° F. Duct mounted electric heaters provide heat as required to the zones. Stand-alone wall mounted electric steam generating humidifier(s) provides humidity.
- B. 90% (MERV 14) air filtration package is available for occupied spaces.

IX. MEDICAL GAS & SUCTION (optional)

- A. The scan room will be provided with three (3) wall mounted medical gas and suction lines. Face plates will be compatible with the existing facility system. The copper piping will be ACR oxy/med nitrogenized, type "L" copper tube. Piping system and outlets are pre-installed, pressure tested, and capped, by a NFPA certified medical gas installer.
- B. Shut-off valve boxes, and medical gas alarm panels, are not included in the Entree building, unless specifically requested by the customer.

- C. The final site connection, system testing, and final system certification is the customer's site contractor's responsibility.

X. PLUMBING

- A. Water pipe & fittings will be type "L" copper tube, with lead free solder. Soil and vent pipe will be PVC. Valves will be bronze ball type.
- B. Toilet room fixtures will be *Kohler* vitreous china, or equivalent. Faucets will be *Chicago* chrome plated finish, or equivalent, with wrist blades. Counter top mounted sinks will be *Lustertone* stainless steel self-rimming, or equivalent.
- C. Water heaters will be *Chronomite* point-of-use type, or equivalent.

XI. ELECTRICAL

- A. Main Distribution Panel:
 - 1. 480V 3-phase solidly grounded wye, consisting of 3 phase conductors, and 1 ground. (Amperage varies with MR system).
- B. Lighting:
 - 1. Equipment Room shall have wall-mounted LED light fixtures.
 - 2. Other Rooms shall be provided with 2 x 2 LED in suspended ceiling grid and LED down lights controlled by dimmer switches.
 - 3. Scan Room shall be provided with LED down lights powered by a low-power light controller, and a dimmer switch in the Control Room.
- C. Critical Circuit (option)
 - 1. Critical 110V duplex outlets, can be provided if specifically requested by customer, but are not included as a standard feature in the 'Cassette' building. If provided, hard conduit and wires shall be included, and routed back to the existing site building's critical power circuit.
- D. Exterior Signage / Lighting / Security Cameras
 - 1. Exterior building junction boxes with conduit and appropriate switching gear for signs, lighting and security cameras will be provided if specifically requested by the customer but are not included as a standard feature in the 'Cassette' building.



EXHIBIT C

Exclusions and Notes

1. Nurse call, fire alarm and Public address and Comms are excluded. PDC will provide empty conduit in the Cassette buildings for installation of the cables, wires and equipment by others.
2. Stone veneer is added at site by others.
3. Pergola, roof screen, sunshade and any metal corrugated screens are provided by others at the site. PDC will include structural anchors and blocking as required.
4. Aluminum ladder is by others.
5. All connections at the site are by others.
6. Rigging at the site is by others.
7. Post installed anchors are by others.
8. All signage will be provided and installed by others.
9. HDC approval by others.
10. The 2 hour rated wall is excluded.
11. All demolition is excluded.
12. All sitework is excluded.

We need to evaluate the nLight and BAS requirements. If work is required beyond the typical PDC spec, there will be a change order issued.

PDC will provide an RF technician to perform the RF work in the field and test the RF enclosure.

PDC will provide a Project Manager for 3 weeks at the site after the buildings are delivered to supervise work by the contractor to set and connect the buildings at the site.

Rigging the buildings off the transporters onto the foundations is by the contractor under the supervision of PDC.

The PDC Cassette Buildings arrive 99% complete, except for the work to connect the buildings at the site.

PDC has provided approximately 400 Relocatable cassette buildings for MRI since 1992.

Exhibit C
Other Respondent Proposal

R.O.M. Budget Proposal For

Architect
SKA SKA ARCHITECTURE
800 Haight Street
San Francisco, CA 94117
Office 415.362.3800

Owner
SONOMA VALLEY HOSPITAL
SONOMA VALLEY HOSPITAL
EAST WING
347 ANDRIEUX STREET
SONOMA, CA 94976

Consultant

NOT FOR CONSTRUCTION

SKA Project Number
22105

Owner



**SONOMA VALLEY
HOSPITAL
EAST WING**
347 ANDRIEUX STREET
SONOMA CA, 95476

Drawn by _____ MB

Checked by _____ WW

Project Name
**MODULAR MRI
ADDITION**

Sheet Title
**SITE PLAN & LIGHTING
PLAN**

This Rough Order Magnitude Budgetary Proposal ONLY, (FINAL PRICEING WILL BE CONFIRMED AFTER DESIGN IS 100% COMPLETE)

This R.O.M is for a MRI outpatient imaging center. This center will be comprised of (3) Component Constructed units of various sizes based on the floor plan provided. The approximate size of the overall building footprint with additional Item being requested is Approx. 1600 gross sqft. The building will be Constructed out of Steel and Concrete with a Dryvit and Faux Brick wainscot Exterior, RTU Mechanical units. The intended use group is for an outpatient B Occupancy OSHPOD 3 local or state 3rd party review.



July 3, 2023
Luis Sarmiento Jr
Project Manager
Vertran Associates

Dear Luis,

This **BUDGETARY** proposal provides 3-unit off-site manufactured component construction. Pricing is for a B-Occupancy built to meet the following CA requirements, 3rd party state of California, OSHPOD 3 approved codes. Facilities intended use is for a human subject only. The facility is Out-Patient only MRI Imaging facility using Siemens MRI diagnostic imaging. The facility will be designed and constructed to house Siemens Imaging Systems.

1. Proposed Modular Medical Research Building Floor Plan
2. Building Specification
3. Scope of Responsibility/Scope of Work
4. Project Clarifications
5. Preliminary Schedule
6. Pricing Summary
7. Proposed Project Invoice Schedule

Advanced Medical Space LLC is pleased to offer this 2-unit (Approx. 1600 S.F.) Out-Patient Multi-Modality imaging suite for **\$2,302,986.00. Two Million Three Hundred Two Thousand Nine Hundred Eighty-Six Dollars and Zero Cents.**

THIS PRICE IS ROUGH ORDER OF MAGNITUDE ONLY, IT IS FOR THE BUILDING AND SCOPE LISTED. This price excludes any sales or use tax. Should any additional items or changes be desired or not addressed above, please let me know and we would be happy to provide you with the updated proposal or specific item increase or decrease.

I will follow up with you later next week to answer any questions you may have.

Best regards,

Dean Bartley
Owner/President


Floor Plan Design Provided Is Reference ONLY. This Plan Is Intended for concept and does not represent the final floor plan.







Architect
SKA SMITH-HASTING ARCHITECTURE
800 Haight Street
San Francisco, CA 94117
Office 415.252.3600

Owner

SONOMA VALLEY HOSPITAL
HOSPITAL AND WELLNESS CENTER
SONOMA VALLEY HOSPITAL
EAST WING
347 JENSEN STREET
SONOMA, CA 94969

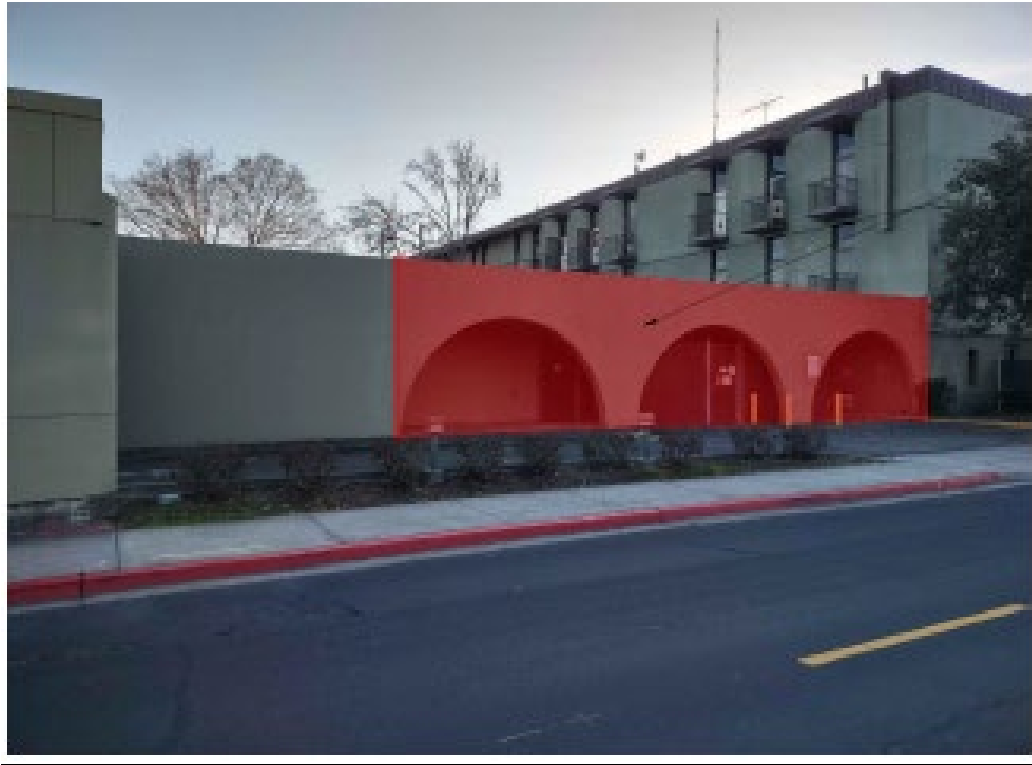
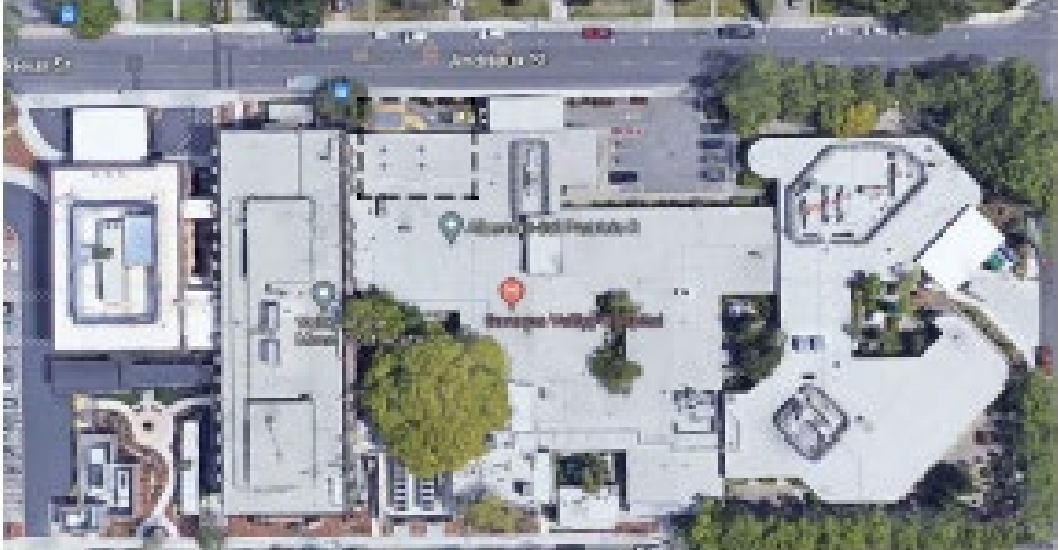
Consultant

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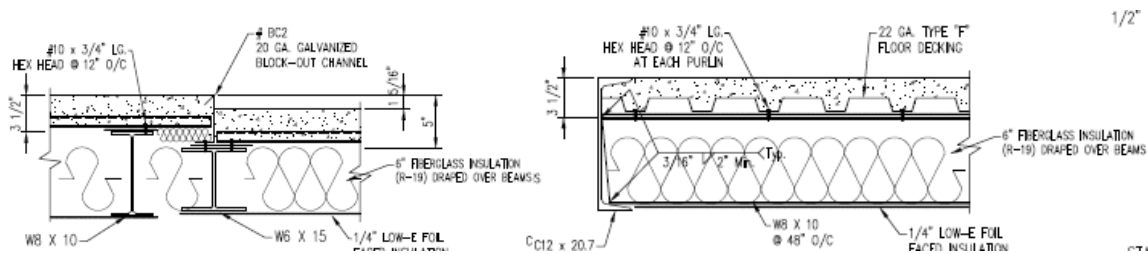
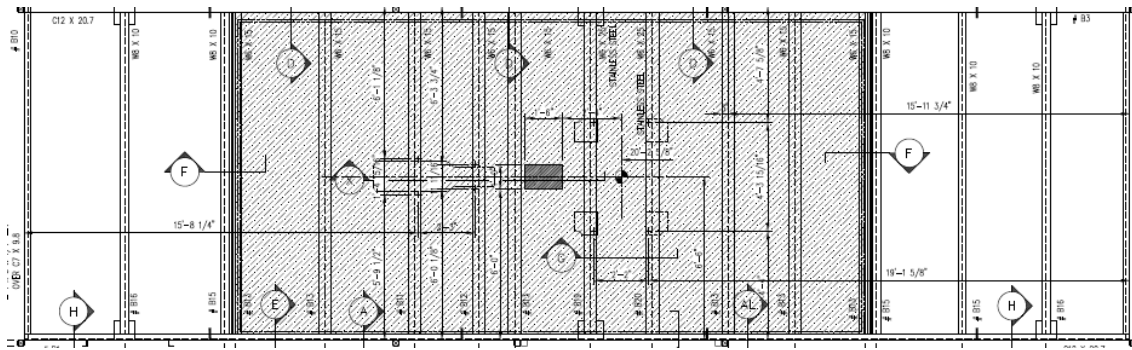
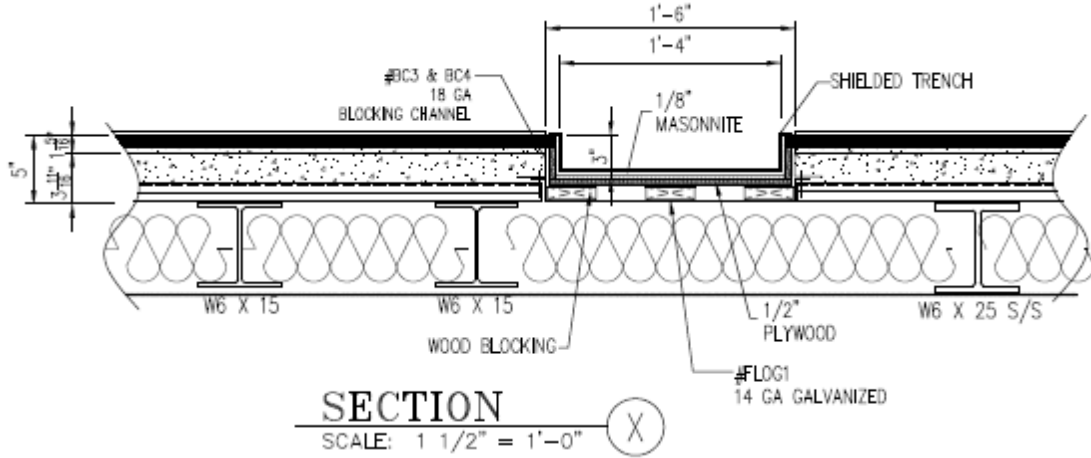


SVHs Proposed Site Locations



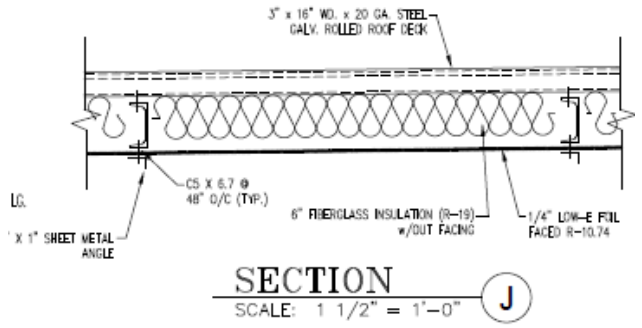
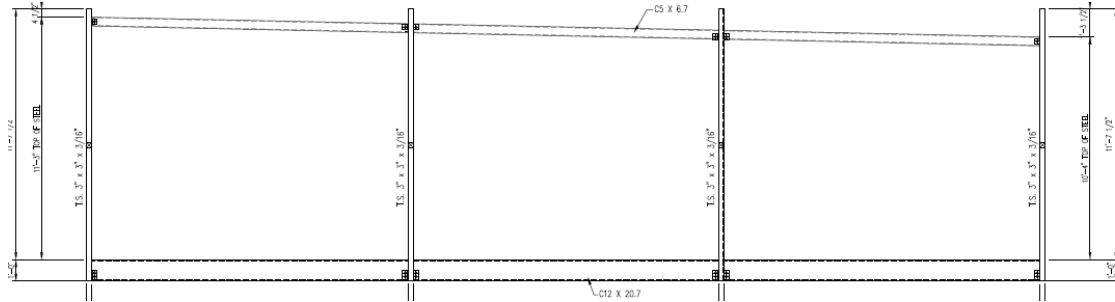
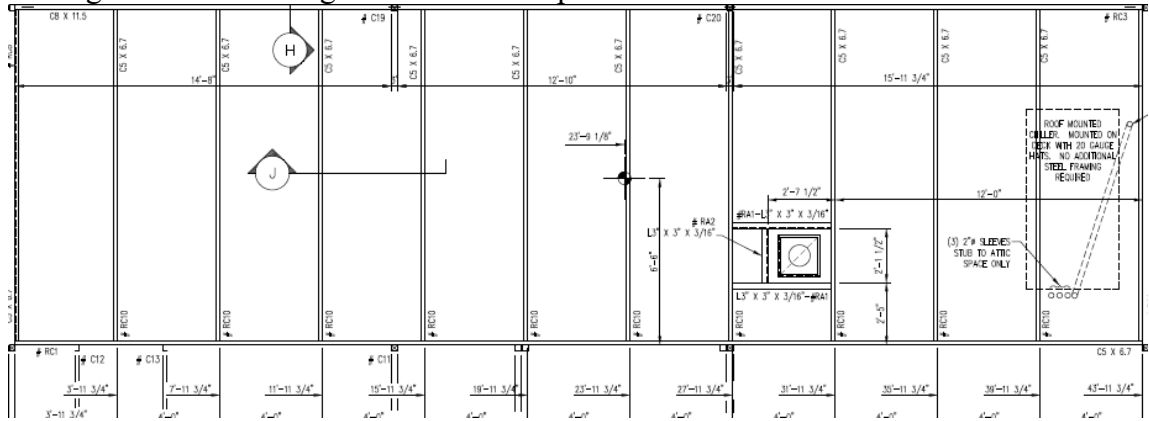
Typical Structural

- The floor system will consist of lightweight concrete over steel floor decking over structural steel framing. Scan Room floor joist will be framed with 6" beams, remainder of structure will have 8" floor joist. Scan room floor will have approximately 5" of light weight concrete with approximately 1" of RF shielding. Remainder of building will have 3 3/4" of concrete.

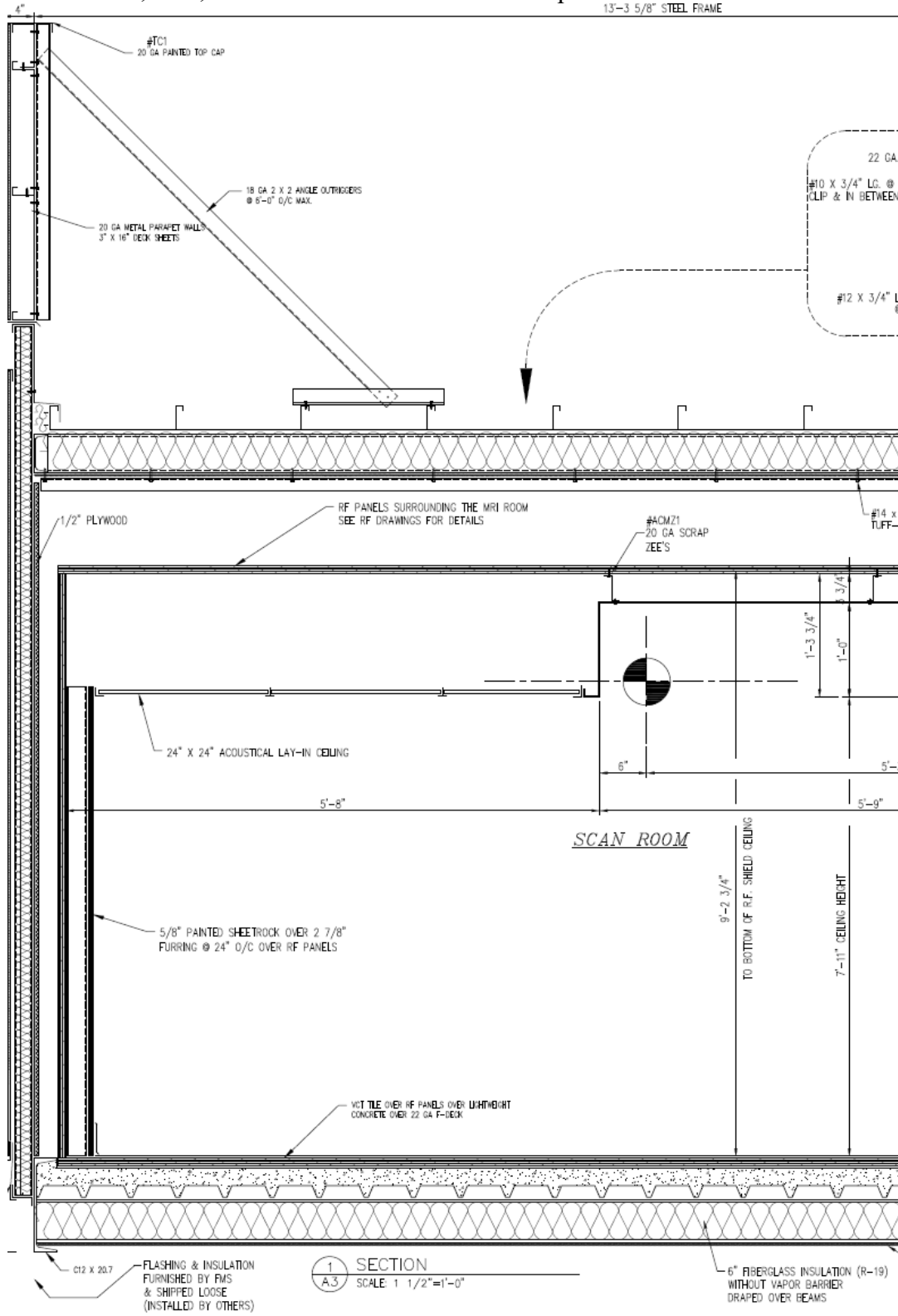


Siemens equipment will not require stainless steel floor joist under Scan Room.

2. Roof structural system will consist of Type “A” steel roof deck over structural steel framing. The finished roof system will consist of white mechanically fastened TPO 20yrs roofing materials over rigid insulation and protection board.



6. Roof, wall, and floor insulation State of AZ per code.



7. Interior wall finish:
 - a. Scan Room: 5/8" drywall over RF Shielding. RF shielding to be furnished and installed. Drywall will be finished, primed, and painted by AMS per Proposed drawings.
 - b. Restroom: 5/8" moisture resistant drywall. Drywall will be finished, primed, and painted by AMS per Proposed drawings.
 - c. All other rooms: 5/8" drywall. The drywall will be finished, primed, and painted by AMS per proposed drawings.
 - d. Module Lines: Drywall module lines will be finished, primed, and painted by others. AMS will ship paint to the site to make sure the paint will match.
 - e. RF And Magnetic shield as required for the procedure rooms.
 - f. Firewalls, if required, will be determined upon Building Department review and if required will be submitted.
8. Exterior wall finishes:
 - a. Dryvit EIFS standard insulation system over 1/2" Dens Glass Gold sheathing.
 - b. EIFS system will have a sand pebble finish integral color. Color to be determined.
 - c. Pre-finished parapet trim and miscellaneous trims. Color to be chosen from a standard in stock manufacturer's color.
 - d. Faux Brick Wainscot 3ft up from the bottom of frame around the perimeter of the building
9. Sash and glass based upon Proposed drawings.
 - a. Single glazed 3'-3" x 4'-0" double hung non-operational white aluminum windows. The interior side of windows will be blacked out with pre-finished black metal.
 - b. 4'-0" x 3'-0" Scan Room window to be furnished and installed as required.
10. Doors:
 - a. Hollow metal building egress doors with frames and hardware furnished, installed, and finished painted per proposed drawings.
 - b. Interior solid core wood doors with metal frames and hard furnished, installed, frames painted, and doors stained per proposed drawings.
 - c. Scan Room door to be furnished and installed by AMS or its vendors.
11. The finished floor throughout will consist of Armstrong 12" x 12" vinyl composition floor tile with specifications per Proposed drawings. All rooms to have 4" vinyl Johnsonite #80 Faun cove base.
12. Finished ceilings:
 - a. Scan Room: 2' x 2' UGG #560 medium texture square edge ceiling tiles in a 15/16" white aluminum (non-ferrous) grid system. All hanging wire and fasteners to be non-ferrous. Ceiling to be 8'-5" above finish floor. Recessed white ACM ceiling located above the magnet.
 - b. Equipment Room: Open to structure.
 - c. All other rooms: 2' x 2' UGG #560 medium texture square edge ceiling tiles in a 15/16" white grid system. Ceiling to be 8'-0" above finish floor.
13. Accessories furnished and installed:
 - a. Bobrick B-165, 18" x 36" ADA mirror.
 - b. Bobrick B-2730 toilet tissue dispenser.
 - c. Bobrick B-2112 soap dispenser.

- d. Bobrick B-6806, 18", 36" and 42" stainless steel grab bars.
14. Accessories furnished and installed by others at the site: Can be included with a provided spec.
 - a. Paper towel dispensers
 - b. Waste receptacles.
15. AMS furnished and installed laminate casework base upon final Proposed drawings:
 - a. Scan Room: Cabinet with adjustable shelves above and with open shelving below.
 - b. Control Room: Countertop with 4" back splash and support brackets.
16. Bilco S-20 36" x 30" roof hatch with ladder located in the mechanical room.
17. Sealed drawing with structural and energy calculations. Point loads will be provided for footing, design: Footing / foundation design shall be by SVH Architectural Structural.

Plumbing

1. PVC schedule 40 drain, waste and vent system including all under floor horizontal waste lines furnished and installed prior to shipping. *For I occupancy, these items will need to be copper and cast piping.*
2. Pex and Copper potable water supply piping system.
3. The humidifier water supply drain and steam dispersion lines will be copper.
4. AMS furnished and installed equipment.
 - a. Kohler K3427 floor mounted, tank type water closet.
 - b. Wall hung Kohler K-12643-0 lavatory with delta single lever faucet.
 - c. Eemax tankless water heater #SP3012.
 - d. Hub drains in mechanical room for humidifier condensate.
 - e. Back flow preventer at humidifier.
 - f. Water service gate valve inside building.
 - g. "Y" strainers on incoming water supply line.
5. Potable water line crossover connections if required at module lines to be connected by AMS.
6. Plumbing vents through roof to be extended at the site by AMS.
7. Final connection to water and sewer service and installation of the water meter to be by SVH.
8. The water system will be air tested under pressure at AMS's Plant by AMS prior to the modules being split apart. Any site test that may be required shall be by SVH.

Electrical

1. Proposal is based upon 400 amps, 277-480V, 3-phase electrical system.
2. Equipment furnished and installed by AMS:
 - a. 277-480V, 3-phase I-Line panel located in Mechanical Room
 - b. 120-208V, 3-phase panel located in Mechanical Room
 - c. 300 KVA Transformer 480V 600amp MDP primary_208Y/120V secondary.
 - d. Emergency power off "EPO" switches with shunt trip breaker.
 - e. Emergency vent switch.
 - f. Air ventilation exhaust fan contactor.
 - g. Wall duct
 - h. Cable tray
3. Equipment furnished and installed:
 - a. RF filter for scan room lighting.

- b. RF filter for scan room outlets.
- c. RF filter for emergency vent switch
4. Equipment furnished and installed by AMS or Others:
 - a. Dedicated MRI equipment cabinet.
 - b. Filter cabinet. By Siemens
 - c. Gradient power supply and transformer cabinet.
 - d. If Required, Supervisory unit switch. DDC communication back to SVH, By SVH
 - e. Patient Observation camera and control box. By others
 - f. Optional RF door switch.
 - g. Any equipment not listed in this proposal.
5. Disconnects as required for roof top equipment.
6. Chiller will be remote from the Component Construction Building. AMS to uncrate and install electrical disconnect located on exterior wall of Component Construction Building, exact location, and amperage info to follow depending upon manufacturer.
7. Lighting package furnished and installed per proposed drawing specifications. Scan Room lights to be MRI Room approved and will operate on LED fixtures with AC current. All lighting will be controlled by motion sensors except for the Scan Room. Scan Room lighting will be controlled by manual switch located in the control room.
8. Any light fixtures that cross module lines will be shipped to site.
9. Power and control wiring hookup to roof top equipment at the site.
10. Receptacles and switches furnished and installed (heavy duty specification grade).
11. Electrical crossover connections at the module lines shall be completed at the site.
12. Final hook-up to electrical service, the meter and main disconnect as required shall be by SVH.
13. Testing of the electrical system shall be completed at Manufactures Plant prior to the modules being separated apart for shipping, the final electrical systems check shall be completed at the site.

HVAC

1. AMS designed zoned HVAC system furnished and installed.
2. Proposal is based upon 10-tons of HVAC cooling with electric heat.
3. Items furnished and installed by AMS.
 - a. Carrier (or equal) packaged roof top HVAC unit with accessories and options per proposed drawing specifications.
 - b. DDC control system: AMS sub-contractor to test system at the site and offer training to owner.
 - c. HVAC roof curb.
 - d. Insulated ductwork (all duct work in MRI Scan area to be aluminum).
 - e. Duct smoke detector.
 - f. Price white aluminum registers and grills.
 - g. Price white aluminum return air grilles.
 - h. Electric Duct Heaters.
 - i. Restroom Exhaust fan.
 - j. Scan Room emergency exhaust fan.
 - k. Humidifier system.
4. All registers and ducts in the Scan Room to be aluminum.
5. AMS will set HVAC unit and exhaust fan on the roof curbs at the site and secure.
6. The hookup of power wiring and control wiring at the site will be by AMS.

7. Start-up and testing at the site shall be by AMS.

Fire Sprinkler System

1. Wet pipe fire sprinkler system designed, furnished, and installed.
2. Extent of design shall terminate at 2'-0" above the finish floor in the Equipment Room. Connection from this point and all material not in the confines of the building shall be furnished and installed AMS vendor after receipt of certification from ground and pressure testing.
3. Sprinkler system crossover connections at site and testing included.

Fire Detection and Alarm

1. Fire detection and alarm system to be furnished and installed by AMS. AMS will furnish and install power wiring and install J-boxes with conduit to top of walls with wire for low voltage back to f/A [anel located in AMS provided building. Connection back to hospital by SVH

Phone, Computer Systems, Data, and other Low Voltage

1. Phone and Computer systems to be furnished and installed by others. AMS will furnish and install J-boxes with conduit with wire for low voltage.
2. Data / communication outlets and data cable to be furnished and installed by AMS.

SCOPE RESPONSIBILITY				
Description	Scope Details	SVH	AMS	Not Proposed
COMPONENT CONSTRUCTED/ CONVENTIONAL CONSTRUCTION				
Building				
Component Constructed Building Units	Furnish labor and materials per Design Drawings and specification		X	
Transportation				
Transport Component Constructed Units to the Project Site Staging Area	CHP Escorts, Oversize load Transport, Croad closures		X	
Component Construction Units and transport trailer Staging Area	SVH to provide onsite staging area next to site placement	X	X	
Installation				
Component Construction Setup (Crane)	Provide required labor, materials and equipment for craning and placement for the Component Constructed Units onto the Component onto Foundation. Foundation By SVH		X	
Component Construction Setup (Truck support)	Provide required labor, materials and equipment to truck set the Component Constructed Units onto the Component Construction foundation		X	
Component Construction Setup (Trans lift Support)	Provide required labor, materials and equipment to Trans lift set the Component Constructed Units onto the Component Construction foundation		X	
Anchor Component Constructed Units	Provide labor and material to install weld plates per foundation drawing by site foundation contractor. Siemens/AMS to provide loads points and location for plate placement.	X		
Anchor Component Constructed Units	Provide labor and material to weld units to foundation weld plate (installed by site foundation contractor)		X	
Interior/Exterior Seams	Complete all Exterior/Interior mate up Seams Per the Agreed Scope of Work. Floor seams shall be flash patched and sanded to a seamless transition from unit to unit. All interior and exterior seams shall be completed per the drawings and material manufacturer instructions. Once complete the seams shall maintain the "Component Construction envelope".		X	
Roof Vents	Component Constructed Manufacturer shall furnish Shipping material roof vents as required by drawings and applicable code. Installation contractor shall install, flash the vents per drawings and specification. If the vents are power vents an electrical contractor shall wire these units on site		X	
Install HVAC Roof Curbs	The Component Constructed Manufacturer/HVAC supplier shall furnish the curbs for installation on site by the roofing/setup contractor. All flashing and chalking shall be installed be roof material supplier details and drawings to maintain roof warranty		X	
Install Mechanical Crawl Space Vents	Contractor shall furnish and install crawl space vents as required by CA Code	X		

DIVISION 1 GENERAL REQUIREMENTS				
Architecture/Engineering & Testing				
Component Constructed Units Component Construction Drawings	Component Constructed Units shop drawings State 3rd party and DSA approved in accordance with applicable state of AZ and national codes project requirements		X	
Architectural Fees	Architecture of Record, limited to Component Constructed Units furnished by Component Constructed Manufacturer, plan reviews, inspection,	X	X	
Civil Engineering Fees	Site plan including but not limited to existing/proposed grading plan, site development, in accordance with specific codes and project requirements	X		
Structural Engineering Fees - Foundations	Foundation structural drawings in accordance with applicable project and code requirements. Foundation Design by AMS, Foundation Construction furnished by SVH Site contractor.	X	X	
Structural Engineering Fees	Complete structural drawings for the Component Construction units, with foundations loads and load points. Footing, piers, and steam wall foundations by SVH.		X	
Geotechnical Fees	Complete geotechnical testing at site and develop a comprehensive report with recommendations in accordance with applicable codes and project requirements		X	
MEP Engineering Fees	Complete MEP drawings for the Component Construction envelope. Plans and schematics provided by the Component Constructed manufacture. Drawings shall be in accordance with applicable codes and project requirements		X	
Surveying	Complete site survey, site layout and foundations elevations	X		
SWPPP Planning/Design	Provide a complete SWPPP plan and details for work necessary prior, during and after proposed construction. All plans and details shall be in accordance with applicable codes	X		
Soil Testing	Provide soil testing services during construction as required	X		
Concrete Testing	Provide labor and materials to complete slump and compressive testing in accordance with code and project requirements by SVH	X		
Building Commission	As required by SVH/Siemens/AMS/ Building Contractors, city of Duarte	X	X	
Licensing Of the Facility	SVH Hired Consultants with support from Building Contractors as required.	X		
Permits, Fees, Bonds, Labor				
Component Construction Permits DSA CA 3rd party	Component Constructed Units 3rd party only, Included in Building Price		X	
Site Permit	SVH	X		
Foundation Permit	SVH	X		
Electrical Permit	SVH	X		
Plumbing Permit	SVH	X		
Fire Suppression/FA Permit Included in F/A price	Contractor to Pull Permit	X		
HVAC Permit	SVH	X		
Liquidated Damages				
Sales Tax	SVH	X		
Open Shop	Non-Union / Non-Prevailing		X	

Union Wage	Not proposed			X
Temporary Labor & Facilities				
Site Clean Up Labor	For clean-up of Advanced Medical Space scope of work and debris only		X	
Component Construction Clean Up Labor	For clean-up of Advanced Medical Space scope debris only		X	
Final Component Construction Cleaning & Polish	Construction Clean building		X	
Site Construction Offices	On Site Full Time AMS PM during installation of AMS scope of work		X	
Deliver Component Constructed Units Construction Buildings	Delivery from Manufacture to site location		X	
Install Component Constructed Units Construction Buildings	Materials and labor to block, level, anchor as required		X	
Dumpsters	Construction Debre from Modular building only		X	
Portable Restroom Stalls	SVH Site Contractor to supply necessary number of portable rest room	X		
Portable Hand wash Stations	SVH site contractor provided	X		
Equipment				
Lull Rental w/ Fuel	For Advanced Medical Space scope of work only		X	
Bobcat Rental w/Fuel	For Advanced Medical Space scope of work only		X	
Crane Rental	For Advanced Medical Space scope of work only		X	
Temporary Power for Construction	As Needed until Temporary Power is hooked up		X	
Safety & PPE				
Fire Extinguishers for Construction	Located in the Component Constructed Units construction office, at each generator location and at each exit in the proposed Component Construction during construction		X	
Safety Signage	Including but not limited to construction, wage, safety signage. Also includes a site MSDS and safety manuals			
Personal Protective Equipment	Including but not limited to hardhats, eye protection, safety vests. All workers shall be properly equipped by their company per OSHA		X	
First Aid Kits	Appropriate size first aid kits located in the construction trailer and at each Component Construction exit in the proposed Component Construction to be constructed		X	
Potable Drinking Water	Potable drinking water with individual drinking cups to be provided in the construction trailer and at each proposed Component Construction to be constructed		X	
Eye Wash Kits	SVH site contractor to provide adequate facilities		X	
Site Controls & Utilities				
Construction Fencing	6' Chain link construction fence with a minimum of (1) locked double gate and Black out screen	X		
Soil Erosion & Storm Water Control	Furnish labor and materials to install soil erosion and storm water control in the site location only, per code.	X		
Temporary Heat If required will be done on a cost + basis	Labor and Materials to provide temporary heat during construction. Includes heaters, fuel and 24 hour dedicated watchperson	X		
Temporary Lighting	Labor and material to string temporary lighting in the proposed building(s) to be constructed in accordance with Local codes		X	
Temporary Power	Power poles shall be used for tools and temporary lighting.	X		

Construction Wash out area	SVH site contractor to provide as required		X	
Construction Office Supplies				
Printers, Computers, Air Cards & Phones	As Applicable for AMS Scope		X	
Office Supplies	As Applicable for AMS Scope		X	
Copy Services	As Applicable for AMS Scope		X	
Project Management				
Project Manager/Site Supervision	Component Constructed Units Only. Siemens/Advanced Medical Space Project Manager has overall responsibility for component portion and scheduling with Siemens Equipment.		X	
Quality Control	Siemens. Advanced Medical Space will make frequent visits to the component manufacture facility to inspect work, check quality and ensure standards are being met		X	
Safety Manager	It is the responsibility for all Project team members to work safely to follow OSHA minimum standards, Identify any unsafe conditions. Dedicated Safety officer by SVH if required		X	
Factory Inspector	Advanced Medical Space's Factory Inspector will periodically inspect the Component Constructed Units Component Construction at the factory.		X	
Site Security	Standard security watch for SVH locations. Siemens/AMS will not have a dedicated site security officer.	X	x	
Const Admin	As Required for project support		X	
Submittals & Plans				
Operation & Maintenance Manuals	Component Constructed Units Only, Advanced Medical Space will turn over to the client all O&M manuals in a binder and tabbed following the completion of the project		X	
Closeout Submittals	Advanced Medical Space will submit to the client all necessary closeout documents. as-built drawings, certifications, as required.		X	
Warranty	Component Constructed building will carry a 1 yr. labor and material warranty, after that the OEM manufactures warranty will apply		X	
Component Construction and Equipment Training	All Advanced Medical Space Subcontractors and Manufacturer shall provide to the client the necessary on-site training for the operation.		X	
DIVISION 2 SITE CONSTRUCTION				
Site Clearing Included in Site Demo	Per civil drawings	X		
Site Demo Included in Site Clearing	Per civil drawings	X		
Stockpile Material and Haul off over burden	Per civil drawings	X		
On site cut Included in Site Clearing/Site Demo	Per civil drawings	X		
Traffic Maintenance	Construction Traffic Only		X	
Site Preparation for Asphalt	Per civil drawings	X		
Storm Drainage	Per civil drawings	X		
Rough Grading	Per civil drawings	X		
Final Grading	Per civil drawings	X		
Topsoil Included In Landscaping Option	Included In Landscaping Option	X		
Landscaping See Option Pricing Per SVH Architect	See Option pricing	X		
Site ADA Compliance Component Construction only	Component Constructed Units Component Construction Only	X		
Asphalt	Approx 10,000 SQFT	X		
Irrigation	In Landscape pricing See Option Pricing	X		

Stripping and signage	Per civil drawings	X		
Site Testing and inspections	As required	X		
Mobilization	Component Constructed Units scope portion only		X	
Site Work layouts	SVH to provide a space for laydown for installation of the modular inputs	X		
Sub grade Included In Site Work Price	SVH to ensure subgrades are sufficient and support all work and building placement	X		
DIVISION 3 CONCRETE				
Foundations				
Foundation and Footing Layout	Per Engineered Project Drawings	X		
Foundation Excavation, Backfill and Compaction	Per Engineered Project Drawings	X		
Foundation Forming Installation	Per Engineered Project Drawings	X		
Foundation, Footing, Piers, Equipment Pads, Steel Reinforcing Including Embed Plates	Per Engineered Project Drawings	X		
Concrete Augured Footings	Per Engineered Project Drawings	X		
Concrete Piers Support Piers	Per Engineered Project Drawings	X		
Slabs, Sidewalks, Pads and Curbs				
4" Concrete Sidewalks, Concrete ADA ramps, an Employee Break area Concrete as noted on HLA Schematic Drawing	Per Schematic Landscape Architect by SVH and Building Architectural an Civil Drawings	X		
6" Concrete Slab with Turndown Foundation for Siemens Chiller	Topsoil shall be removed to a depth as outlined by the designing engineer. Slab final grade shall be leveled and compacted per drawings. Contractor shall furnish and install materials per design including inspections. All forms and debris shall be removed once concrete has cured.	X		
Concrete Chiller Pad	Per Engineered and Architectural Drawings	X		
Concrete Curbs	Per Engineered and Architectural Drawings	X		
DIVISION 4 MASONRY				
Brick Veneer	Faux thin brick panel wainscot as depicted bottom 3ft		X	
DIVISION 5 METALS				
Steel Embed plate for Foundations	Per drawings and spec	X		
Double Galvanized free standing RF MRI shield	RF Shield		X	
Magnetic Shield for MRI Scan room	Magnetic Shielding (cost increase do to building growth adding additional shielding, cost is included in Shielding line-item pricing)		X	
MRI Stainless Steele Quench pipe per Siemens drawings	Provide Labor, material and installation to provide and install quench pipe for FMRI		X	
Aluminum canopies of fake façade windows (2)	Supply and install (2) 4x4 aluminum canopy's over fake façade windows		X	
DIVISION 6 WOODS AND PLASTICS				
Cabinets and counter tops	HPL cabinets and counter, color selection from manufactures standard selection per drawings		X	
Pin Panel Coil storage cabinet	Pin Panel Cabinet		X	
Locker in RR/Change room	Locker		X	
DIVISION 7 THERMAL AND MOISTURE PROTECTION				
White EPDM Roofing	Component Constructed Manufacturer shall furnish and install White EPDM roof. Component Constructed Manufacturer Shall Ship and install the necessary roofing, Parapets. The Installation team will complete the roof seam. All work shall be installed in accordance with OEM specs to maintain warranty		X	

Siding Panels EIFS	Contractor shall furnish all materials, labor and equipment to install finishes per OEM specification. (See option increase for decorative add portion)		X	
Gutter/Downspouts	Furnish and install continuous gutters and downspouts to grade		X	
Scuppers/Downspouts	Furnish and install scuppers and downspouts to grade		X	
Vapor Barrier in Crawl Space	Furnish and install 6Mil plastic vapor barrier with a minimum 12" overlap and seams taped.	X		
DIVISION 8 WINDOWS AND DOORS				
Exterior Metal Doors and Frames	Component Construction Manufacturer shall furnish, install all doors, frames and hardware.		X	
Storefront Doors and Frames	Component Construction Manufacturer shall furnish install all doors, frames, and hardware.		X	
Storefront Windows	Component Construction Manufacturer shall furnish and install storefront frames, glazing and hardware.		X	
MRI RF door	Labor and material to install MRI Knife fit seals scan room door			
MRI RF viewing window	Labor and Material to install all RF lined door and windows			
Addition Security Door Hardware and upgraded hardware.	AMS will supply devices, Wiring of magnet lock card key access by SVH contractor	X	X	
Construction Cores	The Component Constructed Manufacturer shall provide all door hardware with construction cores.		X	
Master Key System	Master Keying Shall be Furnish and Installed. Keying is by SVH	X		
DIVISION 9 FINISHES				
Vinyl Composition Tile and Carpet per Drawings and Spec, Including all floor patching and sealers	Component Constructed Manufacturer shall furnish and install vinyl tile per the applicable specifications. As noted in the design drawings. Manufacturer shall furnish and install vinyl tile per the applicable specifications. As noted in the design drawings		X	
Tape, Spackle, Prime and Paint Wall Finish	Component Constructed Manufacturer shall furnish, install and finish gypsum per applicable Component Construction specifications.		X	
Suspended Ceiling	Component Constructed Manufacturer shall furnish, install suspended ceiling per applicable Component Construction specifications.		X	
Floor Cove Base	Component Constructed Manufacturer shall furnish and install cove base per applicable specifications. Per the design drawings		X	
Paint exterior Doors and frames	Component Constructed Manufacturer shall paint exterior doors and frame per applicable specifications. Per the design drawings Any necessary touchup shall be completed after equipment installation.		X	
Exterior Siding and Trim Painting	Stucco to be chosen from standard Spec color sheet, Furnish all labor and materials per the design documents. See option price for increased cost for the Decorative design added by SVH not in the original budget proposal		X	
Paint Exterior Steel Handrails	labor and materials to paint exterior steel rails shall be by the designated contractor on-site. Per the design drawings	X		X
DIVISION 10 SPECIALITIES				
Lockers	Component Constructed Manufacturer shall furnish and install lockers per applicable Component Construction specifications.		X	

Fire Extinguishers	Component Constructed Manufacturer shall furnish and install fire extinguishers per applicable code specifications.		X	
Interior Signage/Exterior Signage	SVH shall furnish and install interior signage where applicable for convenience use. See option price for contractor to install all convenience signage.	X		
Code Interior Signage	labor and materials to supply and install interior code signage shall be by the designated contractor on-site.		X	
DIVISION 11 EQUIPMENT				
MRI Chiller	MRI Chiller			X
Chiller installation	AMS will Accept, Un Box, Place the chiller. Piping Insulation, Fill with Glycol by SVH Contractor	X		
Medical Equipment	Siemens MRI, Chiller start up	X		
All other research equipment	All owner furnished radiation or research equipment	X		
Bike Rack	If Applicable	X		
DIVISION 12 FURNISHINGS				
Desks	Shall be Purchased, Delivered, Accepted, Installed and all debris removed by owner	X		
Desk Chairs	Shall be Purchased, Delivered, Accepted, Installed and all debris removed by owner	X		
Television	Shall be Purchased, Delivered, Accepted, Installed and all debris removed by owner	X		
Conference Tables and chairs	Shall be Purchased, Delivered, Accepted, Installed and all debris removed by owner			
Office furniture and FFE	Shall be Purchased, Delivered, Accepted, Installed and all debris removed by owner	X		
File Cabinets	Shall be Purchased, Delivered, Accepted, Installed and all debris removed by owner	X		
DIVISION 13 MODULAR/COMPONENT CONSTRUCTED				
Additional Installation Items	Siemens/AMS Component Constructed Units On Site Building finish Scope		X	
Paint	Siemens/AMS Component Constructed Units On Site Building finish Scope			
HVAC	Siemens/AMS Component Constructed Units On Site Building finish Scope		X	
Fire Sprinkler	AMS Component Constructed Units will consist of Steele pipe in all areas except the scan room, this will be HPPVC Pipe and heads only. Riser and back flow and flow switches are by Others		X	
Electrical	AMS Component Constructed Building, MDP, Cross overs, wiring of Siemens equipment in the equipment room only for main electrical power. AMS MDP, Power from AMS disconnect to Chiller. Site parking lot lighting, Power to any SVH provided equipment is by SVH site contractor.		X	
Plumbing	AMS Component Constructed Building, cross connection inside of the building. All under floor manifolding and connection to utility.		X	
Windows	Siemens/AMS Component Constructed Units On Site Building finish Scope		X	
Doors	Siemens/AMS Component Constructed Units On Site Building finish Scope		X	
Cabinets	Siemens/AMS Component Constructed Units On Site Building finish Scope		X	
Drywall	Siemens/AMS Component Constructed Units On Site Building finish Scope		X	
Parapets	Siemens/AMS Component Constructed Units On Site Building finish Scope		X	

DIVISION 14 CONVEYING SYSTEMS				
NONE	Not Proposed or Included in this Scope of Work			
DIVISION 15 MECHANICAL				
Plumbing - Water				
Plumbing Water Service - Site	Domestic Water Service	X		X
Plumbing Water Service - Manifolding	Provide labor, materials, and equipment to manifold all plumbing water lines located below each fixture to a single point and connect to the main water service stub located in the proposed Component Construction crawl space for the project. All work shall be in accordance with applicable codes and includes layout, piping, fittings, valves, hangers, etc.	X		
Plumbing Water Crossover Connections at the Mate line	Component Constructed Manufacturer shall furnish all install all water lines to each fixture as required by code. The Component Constructed Manufacturer shall terminate water piping at the seam line between units. Advanced Medical Space's plumbing contractor shall provide the labor and materials to complete the water line connection at the connection point between units.		X	
MRI Quench Pipe Insulation	Furnish and Install Quench Pipe insulation		X	
Plumbing Water Backflow Preventer and meter	Furnish and Install plumbing backflow as required by code	X		X
Plumbing Water Pressure Relief Value	If Applicable	X		X
Plumbing - Sanitary Sewer				
Plumbing Sanitary Sewer Service - Complete inside Component Constructed Units building	Storm Drain line:		X	
Plumbing Sanitary Sewer Service	Sanitary Sewer Line: (Excavation and backfill included) 1- Tie into existing Sewer mainline. 1- Direction Clean out.	X		
Fire Suppression				
Fire Sprinkler -Building	Component Constructed Manufacturer shall design, furnish and install a complete fire sprinkler system per specifications. Work shall include all piping, heads, Alarms, risers, backflow preventers. Component Construction Manufacture fire sprinkler will terminate to a riser flange 1'-0" AFF. Connection to existing fire water service by SVH	X	X	
Fire Sprinkler - Site	Site Fire Sprinkler contractor shall design, furnish and install a complete fire sprinkler line to balding system per applicable code. Fire sprinkler service line shall terminate to the riser flange 1'-0" AFF for complete connection to existing fire water service		X	
Fire Sprinkler Main Service Line	Fire Line: (S.S. Fire riser removed, excavation and backfill included) ^ in Hot Tap, 4in Hot Tap, Install New Fire Hydrant, supply and install 6 in Gate Valve, Supple and Install 4in Gate valve, Thrust Block, 6in C-900 pipe, 4 in C-900 pipe	X		
Heating, Ventilation and Air Conditioning				
HVAC Duct Drops and Diffusers	Component Constructed Manufacturer shall install all ductwork and drops and diffusers and secure to the sub ceiling.		X	

HVAC Install Roof Mounts	The Component Constructed Manufacturer/HVAC supplier shall furnish and install curbs and all flashing. HVAC units shall be setup on curb by the installation contractor. The HVAC contractor shall connect all ductwork, thermostat wiring, DDC controls and test HVAC unit(s) for proper operation		X	
Change HVAC Filters for Turnover	Change HVAC filters as part of final closeout and turnover to the client		X	
Test and Balance HVAC Units	Test HVAC units for proper operation. Provide certified balance report		X	
Direct Digital Control by Global Control	Fully functioning hvac automated monitoring system,		X	
Interface Panel Not In Original Proposal, See Option	Supply and install a building interface panel so the global controls system will talk with the on site Siemens Building Management System.		X	
DIVISION 16 ELECTRICAL				
Electrical Service Distribution	Complete electrical service from existing power source to the proposed building. Includes, excavation, conduit, wire, transformers, disconnects, switchgear, inspections and tie-ins. Existing source to be on the proposed building site within 5ft of the building connection point	X	X	
Electrical Service - Connect to SVH provided coiled up wire to be located approx. 5 lft from the Building footprint with enough wire to tie to the modular MDP	Complete electrical service in the proposed Component Construction Units. Main Distribution Panel (MDP) or disconnect installed in or on the proposed building. Excludes, excavation, conduit, wire, disconnects, switchgear, inspections, and tie-ins.		X	
Building Electrical factory scope	Main portion of the electrical system scope at the factory.		X	
Electrical Site				
Exterior Site Area Lighting	Exterior Site Lighting is the lighting on the building only, at the doors per code. Any other site area light not included		X	
Electrical Home run feeder to Equipment	Per Drawings and specification Once designed by Owner Site designers		X	
Grounding	Per Drawings and specification Once designed by Owner Site designers		X	
Medical equipment Device wiring	This proposal includes device wiring to the siemens provided equipment only, It does not make any allowances for owner furnished item, regular or low voltage wiring.		X	
Building Lightning Protection	If Applicable, there is no physical site lightening included in this proposal.	X		
Site Lighting Branch for parking area if required.	If Applicable, there is no physical site parking lighting included in this proposal.	X		
Electrical Building				
Install Exterior Lights	Component Constructed Manufacturer shall provide the materials for the specified lights, at egress locations		X	
LED lighting in common area,	Component Constructed Manufacturer shall prewire the lay-in troffer lights. Any labor, tools, permits, fees to drop the lights into the suspended ceiling grid is the responsibility of Advanced Medical Space's electrical contractor.		X	
Install Exhaust Fans	Component Constructed Manufacturer shall provide the materials for the specified exhaust fans. Any labor, tools, permits, fees to install the Ship loose light is the responsibility of Advanced Medical Space's electrical contractor.		X	
Install Exit/Emergency Lights	Component Constructed Manufacturer shall provide the materials for the specified exit and emergency lights. .		X	

Wire Roof Mount HVAC Units (Power)	Advanced Medical Space electrical contractor shall furnish all labor and materials to wire the HVAC units from the designated electrical panel to the RTU.		X	
Wire Roof Mount HVAC Units (Low Voltage)	Furnish all labor and materials to wire and install HVAC Thermostats. Component Constructed Manufacturer to furnish HVAC thermostats for installation and testing by Advanced Medical Space electrical contractor.		X	
Electrical Crossover at seam line	Component Constructed Manufacturer shall furnish all install all branch circuits from the individual devices and terminate at the seam lines wired in a junction box as required by code.		X	
Telephone, Data, Television, Nurse Call				
Telephone - Boxes and Conduits	Component Construction manufacturer shall furnish and install an individual device box in the wall with a 1" conduit stub and pull string located above the ceiling.		X	
Telephone	Labor and Materials to complete the conduit from the Component Constructed Manufacturer stub, the wiring, device installation and testing the system to complete the system.	X		X
Data - Boxes and Conduits	Component Constructed Manufacturer shall furnish and install an individual device box in the wall with a 1" conduit stub and pull string located above the ceiling. Connection to existing by SVH		X	
Data	Component Constructed Manufacturer shall furnish and install an individual device box in the wall with a 1" conduit stub and pull string located above the ceiling. Connection to existing by SVH	X		X
Cable - Boxes and Conduits	Component Constructed Manufacturer shall furnish and install an individual device box in the wall with a 1" conduit stub and pull string located above the ceiling. Connection to existing by SVH		X	
Cable Television	Labor and Materials to complete the conduit from the Component Constructed Manufacturer stub, the wiring, device installation and testing the system to complete the system.	X		X
Nurse Call Code Blue	Conduits, Back Boxes with Pull Wire		X	
Nurse Call Code Blue	Component Constructed Manufacturer shall furnish and install an individual device box in the wall with a 1" conduit stub and pull string located above the ceiling. Connection to existing by SVH	X		X
Security				
Key Card Access System - Boxes and Conduit Stub	Component Constructed Manufacturer shall furnish and install an individual device box in the wall with a 1" conduit stub and pull string located above the ceiling.		X	
Key Card Access System	Labor and Materials to complete the conduit from the Component Constructed Manufacturer stub, the wiring, device installation and testing the system to complete the system. Programming by SVH	X		X
Security Alarm - Boxes and Conduit Stub	Component Constructed Manufacturer shall furnish and install an individual device box in the wall with a 1" conduit stub and pull string located above the ceiling.		X	
Security Alarm	Labor and Materials to complete the conduit from the Component Constructed Manufacturer stub, the wiring, device installation and testing the system to complete the system. Programming connection to existing by SVH	X		X

CCTV - Boxes and Conduit Stub	Component Constructed Manufacturer shall furnish and install an individual device box in the wall with a 1" conduit stub and pull string located above the ceiling.		X	
CCTV	Labor and Materials to complete the conduit from the Component Constructed Manufacturer stub, the wiring, device installation and testing the system to complete the system.	X		X
Public Address, Notification System				
Clocks	Labor and Materials to furnish, install and test a complete mass notification system.	X		
Public Address	Labor and Materials to furnish, install and test a complete public address system.	X		
Fire Alarm				
Fire Alarm - Boxes and Conduit	Component Constructed Manufacturer shall furnish and install an individual device box in the wall with a 1" conduit stub and pull string located above the ceiling.		X	
Fire Alarm	Component Constructed Manufacturer shall furnish and install an individual device box in the wall with a 1" conduit stub and pull string located above the ceiling. Connection to existing by SVH	X		X
Fire Alarm - Addressable	Provide all labor, materials, testing and inspections to install a complete addressable fire alarm system. Connection to existing system and programming by SVH	X		
Flow Alarm for Fire Sprinkler	Connect Fire Sprinkler Flow Alarm to the Fire Alarm As Required	X		

Project Schedule Overview in Weeks' Timeline

Weeks 1 to 2	Schematic Design Complete Drawings
Weeks 3 to 4	Schematic Design Drawing approvals
Weeks 5 to 8	Design Document Drawings
Weeks 9 to 10	SVH Design Document Drawing Approvals
Weeks 10 to 12	Submit to State Agency's
Weeks 10 to 24	Fabrication Component Units, SVH Initiate site const.
Weeks 24 to 28	Ship, set, receive equipment complete finishes.

Schedule items will be running concurrently, such as State approval and fabrication, the total project duration can be executed in 26 weeks from Point of P.O. Once detailed drawing is completed, a working schedule will be issues.

Contractor, Equipment Provider and Owner will evaluate the proposed timeline requirements for this project. Upon confirmation of this project timeline, a complete schedule and plan to accomplish the scope of work will be developed and agreed to by all parties. The project management team will combine all design documents information into a single plan defining the project duration, method of operations as well as the work required to complete the project.

Budgetary Pricing Summary

DESCRIPTION	SVH			
	SELLING PRICE	BOND	TAX	TOTAL
Building				
Component Constructed Building Units	\$ 1,575,000.00	\$0.00		\$ 1,575,000.00
TOTAL BUILDING	\$ 1,575,000.00			\$ 1,575,000.00
Transportation				
Transport Component Constructed Units to the Project Site Staging Area	\$ 36,750.00	\$0.00		\$ 36,750.00
Component Construction Units and transport trailer Staging Area	\$ -	\$0.00		\$ -
TOTAL TRANSPORTATION	\$ 36,750.00			\$ 36,750.00
Installation				
Component Construction Setup (Crane)	\$ 78,750.00	\$0.00		\$ 78,750.00
Component Construction Setup (Truck support)	\$ -	\$0.00		\$ -
Component Construction Setup (Trans lift Support)	\$ -	\$0.00		\$ -
Anchor Component Constructed Units	\$ -	\$0.00		\$ -
Interior/Exterior Seams	\$ -	\$0.00		\$ -
Roof Vents	\$ -	\$0.00		\$ -
Install HVAC Roof Curbs	\$ -	\$0.00		\$ -
Install Mechanical Crawl Space Vents	\$ -	\$0.00		\$ -
TOTAL INSTALLATION	\$ 78,750.00			\$ 78,750.00
TOTAL DIVISION 0: BUILDING, TRANSPORTATION AND INSTALLATION				
	\$ 1,690,500.00			\$ 1,690,500.00
DIVISION 1 GENERAL REQUIREMENTS				
Architecture/Engineering & Testing				
Component Constructed Units Component Construction Drawings	\$ 85,312.50	\$0.00		\$ 85,312.50
Architectural Fees	\$ 45,937.50	\$0.00		\$ 45,937.50
Civil Engineering Fees	\$ -	\$0.00		\$ -
Structural Engineering Fees - Foundations	\$ -	\$0.00		\$ -
Structural Engineering Fees	\$ 4,593.75	\$0.00		\$ 4,593.75
Geotechnical Fees	\$ -	\$0.00		\$ -
MEP Engineering Fees	\$ -	\$0.00		\$ -
Transportation Route Surveying	\$ 4,593.75	\$0.00		\$ 4,593.75
SWPPP Planning/Design	\$ -	\$0.00		\$ -
Soil Testing	\$ -	\$0.00		\$ -
Concrete Testing	\$ -	\$0.00		\$ -
Building Commission	\$ 7,875.00	\$0.00		\$ 7,875.00
Licensing Of the Facility	\$ -	\$0.00		\$ -
TOTAL ARCHITECTURE, ENGINEERING & TESTING	\$ 148,312.50			\$ 148,312.50
Permits, Fees, Bonds, Labor				
Component Construction Permits DSA CA 3rd party	\$ 3,281.25	\$0.00		\$ 3,281.25

Site Permit	\$	-	\$0.00	\$	-
Foundation Permit	\$	-	\$0.00	\$	-
Electrical Permit	\$	-	\$0.00	\$	-
Plumbing Permit	\$	-	\$0.00	\$	-
Fire Suppression/FA Permit Included in Building Price	\$	-	\$0.00	\$	-
HVAC Permit	\$	-	\$0.00	\$	-
Liquidated Damages	\$	-	\$0.00	\$	-
Sales Tax	\$	-	\$0.00	\$	-
Open Shop	\$	-	\$0.00	\$	-
Union Wage	\$	-	\$0.00	\$	-
TOTAL PERMITS, FEES & BONDS	\$	3,281.25		\$	3,281.25
Temporary Labor & Facilities					
Site Clean Up Labor	\$	27,562.50	\$0.00	\$	27,562.50
Component Construction Clean Up Labor	\$	27,562.50	\$0.00	\$	27,562.50
Final Component Construction Cleaning & Polish	\$	1,260.00	\$0.00	\$	1,260.00
Site Construction Offices	\$	4,200.00	\$0.00	\$	4,200.00
Storage Containers	\$	-	\$0.00	\$	-
Deliver Component Constructed Units Construction Buildings	\$	-	\$0.00	\$	-
Install Component Constructed Units Construction Buildings	\$	-	\$0.00	\$	-
Dumpsters	\$	19,687.50	\$0.00	\$	19,687.50
Portable Restroom Stalls	\$	787.50	\$0.00	\$	787.50
Portable Hand wash Stations	\$	-	\$0.00	\$	-
TOTAL TEMPORARY LABOR & FACILITIES	\$	81,060.00		\$	81,060.00
Equipment					
Lull Rental w/ Fuel	\$	5,906.25	\$0.00	\$	5,906.25
Bobcat Rental w/Fuel	\$	3,937.50	\$0.00	\$	3,937.50
Crane Rental	\$	42,000.00	\$0.00	\$	42,000.00
Temporary Power for Construction	\$	-	\$0.00	\$	-
TOTAL EQUIPMENT	\$	51,843.75		\$	51,843.75
Safety & PPE					
Fire Extinguishers for Construction	\$	196.88	\$0.00	\$	196.88
Safety Signage	\$	492.19	\$0.00	\$	492.19
Personal Protective Equipment	\$	420.00	\$0.00	\$	420.00
First Aid Kits	\$	52.50	\$0.00	\$	52.50
Potable Drinking Water	\$	131.25	\$0.00	\$	131.25
Eye Wash Kits	\$	328.13	\$0.00	\$	328.13
TOTAL SAFETY & PPE	\$	1,620.94		\$	1,620.94
Site Controls & Utilities					
Construction Fencing	\$	-	\$0.00	\$	-
Soil Erosion & Storm Water Control	\$	-	\$0.00	\$	-
Electrical Connections/Construction Office	\$	-	\$0.00	\$	-
Temporary Heat If required will be done on a cost + basis	\$	-	\$0.00	\$	-

Temporary Lighting	\$	393.75	\$0.00	\$	393.75
Temporary Power	\$	525.00	\$0.00	\$	525.00
Subsurface Dewatering If required will be done on a cost + basis	\$	-	\$0.00	\$	-
Rock/Debris Excavation As Identified per contract size	\$	-	\$0.00	\$	-
Construction Wash out area	\$	-	\$0.00	\$	-
TOTAL SITE CONTROLS & UTILITIES	\$	918.75		\$	918.75
Construction Office Supplies					
Printers, Computers, Air Cards & Phones	\$	131.25	\$0.00	\$	131.25
Office Supplies	\$	525.00	\$0.00	\$	525.00
Copy Services	\$	787.50	\$0.00	\$	787.50
TOTAL CONSTRUCTION OFFICE SUPPLIES	\$	1,443.75		\$	1,443.75
Project Management					
Project Manager/Site Supervision T&L	\$	105,000.00	\$0.00	\$	105,000.00
Quality Control	\$	-	\$0.00	\$	-
Safety Manager	\$	-	\$0.00	\$	-
Factory Inspector	\$	-	\$0.00	\$	-
Site Security	\$	-	\$0.00	\$	-
Const Admin	\$	10,237.50	\$0.00	\$	10,237.50
TOTAL PROJECT MANAGEMENT	\$	115,237.50		\$	115,237.50
Submittals & Plans					
Operation & Maintenance Manuals	\$	1,181.25	\$0.00	\$	1,181.25
Closeout Submittals	\$	1,968.75	\$0.00	\$	1,968.75
Warranty	\$	-	\$0.00	\$	-
Component Construction and Equipment Training	\$	4,987.50	\$0.00	\$	4,987.50
TOTAL SUBMITTALS & PLANS	\$	9,121.88		\$	9,121.88
TOTAL DIVISION 1: GENERAL REQUIREMENTS					
	\$	412,840.31		\$	412,840.31
DIVISION 2 SITE CONSTRUCTION					
Site Clearing Included in Site Demo	\$	-	\$0.00	\$	-
Site Demo Included in Site Clearing	\$	-	\$0.00	\$	-
Stockpile Material and Haul off over burden	\$	-	\$0.00	\$	-
On site cut Included in Site Clearing/Site Demo	\$	-	\$0.00	\$	-
Traffic Maintenance	\$	-	\$0.00	\$	-
Site Preparation for Asphalt	\$	-	\$0.00	\$	-
Storm Drainage	\$	-	\$0.00	\$	-
Rough Grading	\$	-	\$0.00	\$	-
Final Grading	\$	-	\$0.00	\$	-
Topsoil Included In Landscaping Option	\$	-	\$0.00	\$	-
Landscaping See Option Pricing Per ASU	\$	-	\$0.00	\$	-
Architect	\$	-	\$0.00	\$	-
Site ADA Compliance Component	\$	-	\$0.00	\$	-
Construction only	\$	-	\$0.00	\$	-

Asphalt	\$	-	\$0.00	\$	-
Irrigation	\$	-	\$0.00	\$	-
Stripping and signage	\$	-	\$0.00	\$	-
Mobilization	\$	7,218.75	\$0.00	\$	7,218.75
Site Work layouts	\$	-	\$0.00	\$	-
Sub grade Included In Site Work Price	\$	-	\$0.00	\$	-
TOTAL DIVISION 2: SITE CONSTRUCTION	\$	7,218.75		\$	7,218.75
DIVISION 3 CONCRETE					
Foundations					
Foundation and Footing Layout	\$	-	\$0.00	\$	-
Foundation Excavation, Backfill and Compaction	\$	-	\$0.00	\$	-
Foundation, Footing, Piers, Equipment Pads, Steel Reinforcing Including Embed Plates	\$	-	\$0.00	\$	-
TOTAL FOUNDATIONS & FOOTINGS	\$	-		\$	-
Slabs, Sidewalks, Pads and Curbs					
4" Concrete Sidewalks, Concrete ADA ramps, an Employee Break area Concrete as noted on HLA Schematic Drawing	\$	-	\$0.00	\$	-
Pavers	\$	-	\$0.00	\$	-
TOTAL SLABS, SIDEWALKS AND CURBS	\$	-		\$	-
TOTAL DIVISION 3: CONCRETE	\$	-		\$	-
DIVISION 4 MASONRY					
TOTAL DIVISION 4: MASONRY	\$	-		\$	-
DIVISION 5 METALS					
Steel Handrails	\$	-	\$0.00	\$	-
Aluminum/Steel Canopies over, service doors, windows, golf cart storage area North side of building See Option Pricing	\$	-	\$0.00	\$	-
HVAC and Chiller Roof Top Screens	\$	-	\$0.00	\$	-
Steel Embed plate for Foundations	\$	-	\$0.00	\$	-
Double Galvanized free standing RF MRI shield	\$	61,687.50	\$0.00	\$	61,687.50
Magnetic Shield For MRI Scan room	\$	26,250.00	\$0.00	\$	26,250.00
MRI Stainless Steele Quench pipe per Siemens drawings	\$	8,183.44	\$0.00	\$	8,183.44
Lead Shielding Included in Building Price with Claification in Added Items cost	\$	-	\$0.00	\$	-
Main entrance Grand Canopy See Option Pricing	\$	-	\$0.00	\$	-
TOTAL DIVISION 5: METALS	\$	96,120.94		\$	96,120.94
DIVISION 6 WOODS AND PLASTICS					
Cabinets and counter tops	\$	-	\$0.00	\$	-
Pin Panel Coil storage cabinet	\$	-	\$0.00	\$	-

Locker in RR/Change room	\$	-	\$0.00	\$	-
TOTAL DIVISION 6: WOODS & PLASTICS	\$	-	\$	\$	-
DIVISION 7 THERMAL AND MOISTURE PROTECTION					
White EPDM Roofing	\$	-	\$0.00	\$	-
Siding Panels EIFS	\$	-	\$0.00	\$	-
Gutter/Downspouts	\$	-	\$0.00	\$	-
Scuppers/Downspouts	\$	-	\$0.00	\$	-
Vapor Barrier in Crawl Space	\$	-	\$0.00	\$	-
TOTAL DIVISION 7: THERMAL & MOSITURE PROTECTION	\$	-	\$	\$	-
DIVISION 8 WINDOWS AND DOORS					
Exterior Metal Doors and Frames	\$	-	\$0.00	\$	-
Storefront Doors and Frames	\$	-	\$0.00	\$	-
Storefront Windows	\$	-	\$0.00	\$	-
MRI & PET/MMr RF Doors	\$	-	\$0.00	\$	-
Lead Doors and Windows	\$	-	\$0.00	\$	-
Addition Security Door Hardware and upgraded hardware.	\$	-	\$0.00	\$	-
Construction Cores	\$	-	\$0.00	\$	-
Master Key System	\$	-	\$0.00	\$	-
TOTAL DIVISION 8: WINDOWS & DOORS	\$	-	\$	\$	-
DIVISION 9 FINISHES					
Vinyl Composition Tile and Carpt per Drawings and Spec, Including all floor patching and sealers	\$	-	\$0.00	\$	-
Tape, Spackle, Prime and Paint Wall Finish	\$	-	\$0.00	\$	-
Suspended Ceiling	\$	-	\$0.00	\$	-
Floor Cove Base	\$	-	\$0.00	\$	-
Paint exterior Doors and frames	\$	-	\$0.00	\$	-
Exterior Siding and Trim Painting	\$	-	\$0.00	\$	-
Paint Exterior Steel Handrails	\$	-	\$0.00	\$	-
TOTAL DIVISION 9: FINISHES	\$	-	\$	\$	-
DIVISION 10 SPECIALITIES					
Lockers	\$	-	\$0.00	\$	-
Fire Extinguishers	\$	525.00	\$0.00	\$	525.00
Code Interior Signage	\$	-	\$0.00	\$	-
TOTAL DIVISION 10: SPECIALITIES	\$	1,115.63	\$	\$	1,115.63
DIVISION 11 EQUIPMENT					
MRI Chiller	\$	-	\$0.00	\$	-
Chiller installation	\$	-	\$0.00	\$	-
Medical Equipment	\$	-	\$0.00	\$	-
All other research equipment	\$	-	\$0.00	\$	-
Bike Rack	\$	-	\$0.00	\$	-
TOTAL DIVISION 11: EQUIPMENT	\$	-	\$	\$	-

DIVISION 12 FURNISHINGS				
Desks	\$	-	\$0.00	\$ -
Desk Chairs	\$	-	\$0.00	\$ -
Television	\$	-	\$0.00	\$ -
Conference Tables and chairs	\$	-	\$0.00	\$ -
Office furniture and FFE	\$	-	\$0.00	\$ -
File Cabinets	\$	-	\$0.00	\$ -
TOTAL DIVISION 12: FURNISHINGS	\$	-	\$0.00	\$ -
DIVISION 13 MODULAR/COMPONENT CONSTRUCTED				
Additional Installation Items	\$	4,200.00	\$0.00	\$ 4,200.00
Paint	\$	3,281.25	\$0.00	\$ 3,281.25
HVAC	\$	6,168.75	\$0.00	\$ 6,168.75
Fire Sprinkler	\$	3,150.00	\$0.00	\$ 3,150.00
Electrical	\$	9,187.50	\$0.00	\$ 9,187.50
Plumbing	\$	3,937.50	\$0.00	\$ 3,937.50
Windows	\$	-	\$0.00	\$ -
Doors	\$	-	\$0.00	\$ -
Cabinets	\$	984.38	\$0.00	\$ 984.38
Drywall	\$	1,312.50	\$0.00	\$ 1,312.50
Parapets	\$	-	\$0.00	\$ -
TOTAL DIVISION 13: MODULAR/COMPONENT BUILDING	\$	32,221.88	\$0.00	\$ 32,221.88
DIVISION 14 CONVEYING SYSTEMS				
NONE	\$	-	\$0.00	\$ -
TOTAL DIVISION 14: CONVEYING SYSTEMS	\$	-	\$0.00	\$ -
DIVISION 15 MECHANICAL				
Plumbing - Water				
Plumbing Water Service - Site	\$	-	\$0.00	\$ -
Plumbing Water Service - Manifolding	\$	3,281.25	\$0.00	\$ 3,281.25
Plumbing Water Crossover Connections at the Mate line	\$	2,493.75	\$0.00	\$ 2,493.75
MRI Quench Pipe Insulation	\$	590.63	\$0.00	\$ 590.63
Plumbing Water Backflow Preventer and meter	\$	-	\$0.00	\$ -
Plumbing Water Pressure Relief Valve	\$	-	\$0.00	\$ -
TOTAL PLUMBING - WATER	\$	6,365.63	\$0.00	\$ 6,365.63
Plumbing - Sanitary Sewer				
Plumbing Sanitary Sewer Service - Complete inside Component Constructed Units building	\$	2,231.25	\$0.00	\$ 2,231.25
Plumbing Sanitary Sewer Service	\$	7,021.88	\$0.00	\$ 7,021.88
TOTAL PLUMBING - SANITARY SEWER	\$	9,253.13	\$0.00	\$ 9,253.13
Fire Suppression				
Fire Sprinkler -Building	\$	-	\$0.00	\$ -

Fire Sprinkler - Site	\$	3,228.75	\$0.00	\$	3,228.75
Fire Sprinkler Main Service Line	\$	-	\$0.00	\$	-
TOTAL FIRE SUPPRESSION	\$	3,228.75		\$	3,228.75
Heating, Ventilation and Air Conditioning					
HVAC Duct Drops and Diffusers	\$	-	\$0.00	\$	-
HVAC Install Roof Mounts	\$	-	\$0.00	\$	-
Change HVAC Filters for Turnover	\$	656.25	\$0.00	\$	656.25
Test and Balance HVAC Units	\$	-	\$0.00	\$	-
Direct Digital Control by Global Control Interface Panel Not In Original Proposal, See Option	\$	-	\$0.00	\$	-
TOTAL HVAC	\$	656.25		\$	656.25
TOTAL DIVISION 15: MECHANICAL	\$	19,503.75		\$	19,503.75
DIVISION 16 ELECTRICAL					
Electrical Service Distribution	\$	9,843.75	\$0.00	\$	9,843.75
Electrical Service - Connect to ASU provided Transformer approx. 80 lft from the Building MDP to the transformer	\$	-	\$0.00	\$	-
Building Electrical factory scope	\$	-	\$0.00	\$	-
TOTAL ELECTRICAL SERVICE	\$	9,843.75		\$	9,843.75
Electrical Site					
Site Area Lighting	\$	656.25	\$0.00	\$	656.25
Electrical Home run feeder to Equipment Grounding	\$	10,500.00	\$0.00	\$	10,500.00
Medical equipment Device wiring	\$	3,543.75	\$0.00	\$	3,543.75
Building Lightning Protection	\$	-	\$0.00	\$	-
Site Lighting Branch for parking area if required.	\$	-	\$0.00	\$	-
TOTAL ELECTRICAL SITE	\$	14,700.00		\$	14,700.00
Electrical Building					
Install Exterior Lights	\$	-	\$0.00	\$	-
LED lighting in common area,	\$	-	\$0.00	\$	-
Install Exhaust Fans	\$	-	\$0.00	\$	-
Install Exit/Emergency Lights	\$	-	\$0.00	\$	-
Wire Roof Mount HVAC Units (Power)	\$	-	\$0.00	\$	-
Wire Roof Mount HVAC Units (Low Voltage)	\$	-	\$0.00	\$	-
Wire Power Roof Vents	\$	-	\$0.00	\$	-
Electrical Crossover at seam line	\$	3,302.25	\$0.00	\$	3,302.25
Mateline work	\$	1,443.75	\$0.00	\$	1,443.75
TOTAL ELECTRICAL BUILDING	\$	4,746.00		\$	4,746.00
Telephone, Data, Television, Nurse Call					
Telephone - Boxes and Conduits	\$	-	\$0.00	\$	-
Telephone	\$	-	\$0.00	\$	-
Data - Boxes and Conduits	\$	-	\$0.00	\$	-

Data	\$	-	\$0.00	\$	-
Cable - Boxes and Conduits	\$	-	\$0.00	\$	-
Cable Television	\$	-	\$0.00	\$	-
Nurse Call Code Blue	\$	-	\$0.00	\$	-
Nurse Call Code Blue	\$	-	\$0.00	\$	-
TOTAL TELEPHONE, DATA & TELEVISION	\$	-	\$	\$	-
Security					
Key Card Access System - Boxes and Conduit Stub	\$	-	\$0.00	\$	-
Key Card Access System	\$	-	\$0.00	\$	-
Security Alarm - Boxes and Conduit Stub	\$	-	\$0.00	\$	-
Security Alarm	\$	-	\$0.00	\$	-
CCTV - Boxes and Conduit Stub	\$	-	\$0.00	\$	-
CCTV	\$	-	\$0.00	\$	-
TOTAL SECURITY	\$	-	\$	\$	-
Public Address, Notification System					
Clocks	\$	-	\$0.00	\$	-
Public Address	\$	-	\$0.00	\$	-
TOTAL PUBLIC ADDRESS & MASS NOTIFICATION	\$	-	\$	\$	-
Fire Alarm					
Fire Alarm - Boxes and Conduit	\$	-	\$0.00	\$	-
Fire Alarm Permit included in Price	\$	14,175.00	\$0.00	\$	14,175.00
Fire Alarm - Addressable	\$	-	\$0.00	\$	-
Flow Alarm for Fire Sprinkler	\$	-	\$0.00	\$	-
TOTAL FIRE ALARM	\$	14,175.00	\$	\$	14,175.00
TOTAL DIVISION 16: ELECTRICAL	\$	43,464.75	\$	\$	43,464.75
GRAND TOTAL DIVISIONS 0 TO 16:	\$	2,302,986.00	\$	\$	2,302,986.00

Note Regarding

LEED: AADVANCED MEDICAL SPACE will make every effort to comply with as many items as possible to support a silver LEED, however this price does not include Silver LEED certifications. We have included White Rubber roofing, LED lights, Motion switches, DC lights in scan Room, Energy efficient exterior finish, recycled flooring, Energy efficient HVAC units with DDC automated programmable controls.

(All prices are per the attached design plan, specifications, scope of work, clarifications, and DOR)

(All pricing excludes sales, use and property tax, if applicable)

Building Warranty

A one-year parts and labor warranty are provided for items manufactured by AMS. The manufacturer's warranty will be passed on for any parts not manufactured by AMS. This warranty is effective as of the completion date of field installation. The warranty is only effective when the building is reviewed, and a punch list signed by Customers' Project Engineer and AMS Representative within thirty (30) days of completion in the field.

Building Roof Warranty

A One (1) year warranty is provided for defects due to labor or workmanship. A fifteen (15) year material warranty is provided by the manufacturer.

Invoice Schedule

- 20% with contract - This allows us to start to draw / order / receive steel for super structure and start work.
- 25% with SVH design approval
- 35% Start of factory production.
- 10% with your inspection at factory, or on date of building placement at your site
- 10% not to exceed 30 days of the completion of our scope of work.
 - OR AIA Progress agreed upon billing.



INVOICES NOT PAID WITH IN 45 DAY WILL RESULT IN A PROJECT STOP WORK. A COST + FEE 15% TO STOP AND START THE PROJECT WILL BE ADDED.

Exhibit D
Reconciliation

MEMO

To: Sonoma Valley Hospital Board of Directors, Finance Committee

From: Vertran Associates, LLC

Date: August 26, 2023

Re: Leveling Document - Comparison of PDC vs. AMS Proposals for Modular Medical Office Building Containing an MRI

Sonoma Valley Hospital (SVH) received two proposals for the Request for Quote for a Modular Medical Office Building Containing and MRI issued in April 2023. The cost received from Advanced Medical Systems (AMS) was presented in a Rough Order of Magnitude (ROM) Proposal instead of a quote. The costs received from PDC Facilities, Inc. (PDC) omitted scope. Both companies deviated from the Request for Quote.

Both AMS and PDC, after submitting costs, of their own volition, without prompt from SVH, submitted alternate or counter proposals to the Request for Quote. The counter proposals received from both Modular Building Companies were compared. To execute a proper comparison, the costs submitted by PDC had to be leveled with those of AMS because AMS included scope that PDC omitted.

To be conservative, costs were taken from AMS' ROM proposal to augment PDC's counter proposal. The costs from AMS' ROM proposal were more comprehensive than AMS' counter proposal, which strived to reduce costs and scope.

The leveling and subsequent comparison illustrated that PDC's counter proposal was more competitive than AMS' counter proposal. Consequently, SVH recommends issuing a contract for PDC's counter proposal amounting to \$1.43M, while noting a risk of \$299K in potential additional costs for the Modular Building Procurement. Those risks shall be tracked as allowances intended to fund future change orders.

Table 1 on the following page illustrates the leveled comparison of PDC and AMS's counter proposals.

Table 1

Comparative Analysis of Counter Proposals Submitted by		PDC	AMS
0	Base Costs	\$ 1,430	\$ 2,303 K

1	Multi-State Transportation from Hartland, WI to Sonoma, CA - Including escorts and permitting for each state crossed. Due to multiple agency coordination, the final cost cannot be confirmed until 1 month prior to transport.	\$ 70	In Base K
2	Crane/Setting of Modular Structure on Foundation* -	\$ 122	In Base K
3	Support Equipment for Joining of Modular Structure -	\$ 48	In Base K
4	Coordination with Owner's Structural Engineer of Record -	\$ 5	In Base K
5	HCD Coordination / Permitting -	\$ 10	In Base K
6	Temporary Lighting/Power -	\$ 2	In Base K
7	Brick Veneer -	\$ 20	In Base K
8	Aluminum Shade Canopies -	\$ 5	In Base K
9	Quench Vent -	\$ 8	In Base K
10	Change HVAC Filters at Turnover -	\$ 1	In Base K
11	Building Commissioning -	\$ 8	In Base K
Total Additional Costs for Comparative Bid		\$ 299	N/A K

- Cost of items #1 through #11 derived from original base proposal from Advanced Medical Systems
 * Excludes rigging of equipment

Total burden for Modular Structure Acquisition		\$ 1,729	\$ 2,303 M
--	--	----------	------------

The following costs were not included in either proposal			
a	Water/Fire Water Utility Connections	\$ 10	K
b	Sewer Utility Connections	\$ 10	K
c	Electrical Utility Connection	\$ 10	K
d	Data/Low Voltage	\$ 11	K
e	Nurse Call/Code Blue	\$ 38	K
f	Door Access Control	\$ 10	K
Total Additional costs excluded from both proposals - -		\$ 88	K

-- Cost of fire alarm between PDC and AMS could not be compared. The value of work carried by AMS amounted to \$14K for a complete system whereas PDC proposed a partial system but did not identify an explicit cost.

Exhibit E
Proposed Contract

SONOMA VALLEY HEALTHCARE DISTRICT
SONOMA, CALIFORNIA

CONTRACT DOCUMENTS AND SPECIFICATIONS FOR
MODULAR MEDICAL OFFICE BUILDING CONTAINING AN
MRI

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1.6 Iran Contracting Act Certification.
(Public Contract Code section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

The Contractor is not:

(1) identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(2) a financial instruction that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

The District has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the District will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

Signature: _____

Printed Name: _____

Title: _____

Firm Name: _____

Date: _____

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

1.7 Public Works Contractor Registration Certification

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Name of Bidder: _____

DIR Registration Number: _____

DIR Registration Expiration: _____

Small Project Exemption: _____ Yes or X No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

1.8 Contractor's Certificate Regarding Workers' Compensation.

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

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

00 52 13 – CONTRACT

This CONTRACT, No. _____ is made and entered into this 6th day of September, 2023, by and between Sonoma Valley Healthcare District, sometimes hereinafter called “District,” and PDC Facilities, IncL., sometimes hereinafter called “Contractor.”

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

a. **SCOPE OF WORK.** The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, underground facilities, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Section (e), below, for the following Project:

MODULAR MEDICAL OFFICE BUILDING CONTAINING AN MRI

The Contractor and its surety shall be liable to the District for any damages arising as a result of the Contractor’s failure to comply with this obligation.

b. **TIME FOR COMPLETION.** Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the District’s Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within 365 calendar days from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

c. **CONTRACT PRICE.** The District shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of ONE MILLION FOUR HUNDRED THIRTY THOUSAND Dollars (\$1,430,000.00). Payment shall be made as set forth in the General Conditions.

d. **LIQUIDATED DAMAGES.** In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the District the sum set forth in Section 00 73 13, Article 1.11 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the District may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

e. **COMPONENT PARTS OF THE CONTRACT.** The “Contract Documents” include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Bid Form
- Bid Bond
- Designation of Subcontractors
- Information Required of Bidders
- Non-Collusion Declaration Form

Iran Contracting Act Certification
Public Works Contractor Registration Certification
Performance Bond
Payment (Labor and Materials) Bond
General Conditions
Special Conditions
Supplementary Instructions to Bidders
Technical Specifications
Addenda
Plans and Drawings
Standard Specifications for Public Works Construction “Greenbook”, latest edition, Except Sections 1-9
Applicable Local Agency Standards and Specifications, as last revised
Approved and fully executed change orders
Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

f. **PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.** Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

g. **INDEMNIFICATION.** Contractor shall provide indemnification and defense as set forth in the General Conditions.

h. **PREVAILING WAGES.** Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the District’s Administrative Office or may be obtained online at <http://www.dir.ca.gov> and which must be posted at the job site.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

SONOMA VALLEY HEALTHCARE DISTRICT

Name of Contractor

By_____

By

John Hennelly, President and CEO

Name and Title:

Sonoma Valley Hospital

347 Andrieux Street

License No.

Sonoma, CA 95476

Date:

Date:

(CONTRACTOR'S SIGNATURE MUST BE NOTARIZED AND CORPORATE SEAL AFFIXED, IF APPLICABLE)

Approved as to form this _____ day of _____ 20____.

Attorney for Sonoma Valley Healthcare District

END OF CONTRACT

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
appeared _____, who proved to me on the basis of satisfactory
Name(s) of Signer(s)

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title(s)

Title or Type of Document

- Partner(s) Limited
- General

Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

00 61 13 – BOND FORMS

1.1 Performance Bond.

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Sonoma Valley Healthcare District, (hereinafter referred to as “District”) has awarded to PDC Facilities, Inc., (hereinafter referred to as the “Contractor”) an agreement for **Contract No.** _____, (hereinafter referred to as the “Project”).

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated 9 September 2023, (hereinafter referred to as “Contract Documents”), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, PDC Facilities, Inc., the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the District in the sum of ONE MILLION FOUR HUNDRED THIRTY THOUSAND DOLLARS, (\$1,430,000.00), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one (1) year guarantee of all materials and workmanship; and shall indemnify and save harmless the District, its officials, officers, employees, and authorized volunteers, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney’s fees, incurred by District in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by District, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District’s rights or the Contractor or Surety’s

obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the District to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the District's option:

- i. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- ii. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the District, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.
- iii. Permit the District to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the District may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the District, when declaring the Contractor in default, notifies Surety of the District's objection to Contractor's further participation in the completion of the Project.

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

By their signatures hereunder, Surety and Contractor hereby confirm under penalty of perjury that surety is an admitted surety insurer authorized to do business in the State of California.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges is \$_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or Representative for service of process in California, if different from above)

(Telephone number of Surety and Agent or Representative for service of process in California)

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
 COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
 appeared _____, who proved to me on the basis of satisfactory
Name(s) of Signer(s)

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

 Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title(s)

Title or Type of Document

- Partner(s) Limited
- General

Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Date of Document

Signer is representing:
 Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

appeared _____, who proved to me on the basis of satisfactory
Name(s) of Signer(s)
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

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- Guardian/Conservator
- Other:

Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of Attorney to local representatives of the bonding company must also be attached.

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END OF PERFORMANCE BOND

1.2 Payment Bond (Labor and Materials).

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the Sonoma Valley Healthcare District (hereinafter designated as the "District"), by action taken or a resolution passed 8 September, 2023, has awarded to PDC Facilities, Inc. hereinafter designated as the "Principal," a contract for the work described as follows: **Contract No.** _____ (the "Project"); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the District in the penal sum of ONE MILLION FOUR HUNDRED THIRTY THOUSAND Dollars (\$1,430,000.00) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Civil Code Section 9100, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Revenue and Taxation Code Section 18663, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the District in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any

fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or District and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Civil Code Section 9100, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

By their signatures hereunder, Surety and Principal hereby confirm under penalty of perjury that surety is an admitted surety insurer authorized to do business in the State of California.

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

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
appeared _____, who proved to me on the basis of satisfactory
Name(s) of Signer(s)

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title(s)

Title or Type of Document

- Partner(s) Limited
- General

Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

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END OF PAYMENT BOND

00 72 13 – GENERAL CONDITIONS

ARTICLE 1. DEFINED TERMS

Whenever used in the Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined below, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

- A. Act of God – An earthquake of magnitude of 3.5 or higher on the Richter scale or a tidal wave.
- B. Addenda -- Written or graphic instruments issued prior to the submission of Bids which clarify, correct, or change the Contract Documents.
- C. Additional Work -- New or unforeseen work will be classified as “Additional Work” when the District’s Representative determines that it is not covered by the Contract.
- D. Applicable Laws -- The laws, statutes, ordinances, rules, codes, regulations, permits, and licenses of any kind, issued by local, state or federal governmental authorities or private authorities with jurisdiction (including utilities), to the extent they apply to the Work.
- E. Bid -- The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices and other terms for the Work to be performed.
- F. Bidder -- The individual or entity who submits a Bid directly to the District.
- G. Change Order (“CO”) -- A document that authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Contract, in accordance with the Contract Documents and in the form contained in the Contract Documents.
- H. Change Order Request (“COR”) -- A request made by the Contractor for an adjustment in the Contract Price and/or Contract Times as the result of a Contractor-claimed change to the Work. This term may also be referred to as a Change Order Proposal (“COP”), or Request for Change (“RFC”).
- I. District -- The Sonoma Valley Healthcare District.
- J. District’s Representative -- The individual or entity as identified in the Special Conditions to act as the District’s Representative.
- K. Claim -- A demand or assertion by the District or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
- L. Contract -- The entire integrated written agreement between the District and Contractor concerning the Work. “Contract” may be used interchangeably with

“Agreement” in the Contract Documents. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral, and includes all Contract Documents.

- M. Contract Documents -- The documents listed in Section 00 52 13, Article 5. Some documents provided by the District to the Bidders and Contractor, including but not limited to reports and drawings of subsurface and physical conditions are not Contract Documents.
- N. Contract Price -- Amount to be paid by the District to the Contractor as full compensation for the performance of the Contract and completion of the Work, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs.
- O. Contract Times -- The number of days or the dates stated in the Contract Documents to: achieve defined Milestones, if any; and to complete the Work so that it is ready for final payment.
- P. Contractor -- The individual or entity with which the District has contracted for performance of the Work.
- Q. Contractor’s Designated On-Site Representative -- The Contractor’s Designated On-Site Representative will be as identified in Section 00 72 13, Article 3 and shall not be changed without prior written consent of the District.
- R. Daily Rate -- The Daily Rate stipulated in the Contract Documents as full compensation to the Contractor due to the District’s unreasonable delay to the Project that was not contemplated by the parties.
- S. Day -- A calendar day of 24 hours measured from midnight to the next midnight.
- T. Defective Work -- Work that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referenced in the Contract Documents.
- U. Demobilization -- The complete dismantling and removal by the Contractor of all of the Contractor’s temporary facilities, equipment, and personnel at the Site.
- V. Drawings -- That part of the Contract Documents prepared by of the Engineer of Record which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
- W. Effective Date of the Contract -- The date indicated in the Contract on which it becomes effective, but if no such date is indicated, it means the date on which the Contract is signed and delivered by the last of the two parties to sign and deliver.
- X. Engineer, whenever not qualified, shall mean the Design Professional of Record (DPOR) of the District, acting either directly or through properly authorized agents,

such agents acting severally within the scope of the particular duties entrusted to them. On all questions concerning the acceptance of materials, machinery, the classifications of material, the execution of work, conflicting interest of the contractors performing related work and the determination of costs, the decision of the Engineer, duly authorized by the District, shall be binding and final upon both parties.

Y. Engineer of Record -- The individual, partnership, corporation, joint venture, or other legal entity named as such in Section 00 73 13, Article 1.1. or any succeeding entity designated by the District.

Z. Green Book -- The current edition of the Standard Specifications for Public Works Construction.

AA. Hazardous Waste -- The term "Hazardous Waste" shall have the meaning provided in Section 104 of the Solid Waste Disposal Act (42 U.S.C. § 6903) as amended from time to time or, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a class I, class II, or class III disposal site in accordance with provisions of existing law, whichever is more restrictive.

BB. Holiday – The Holidays occur on:

New Year's Day - January 1
MLK Birthday – Third Monday in January
President's Day – Third Monday in February
Memorial Day - Last Monday in May
Independence Day - July 4
Labor Day - First Monday in September
Columbus Day – Second Monday in October
Veteran's Day - November 11
Thanksgiving Day - Fourth Thursday in November
Friday after Thanksgiving
Christmas Eve – December 24
Christmas Day - December 25
Day After Christmas – December 26
New Year's Eve – December 31

If any Holiday listed above falls on a Saturday, Saturday and the preceding Friday are both Holidays. If the Holiday should fall on a Sunday, Sunday and the following Monday are both Holidays. No other holidays will be recognized by the District.

CC. Notice of Award -- The written notice by the District to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, the District will sign and deliver the Contract.

DD. Notice of Completion -- The form which may be executed by the District and recorded by the county where the Project is located constituting final acceptance of the Project.

- EE. Notice to Proceed -- A written notice given by the District to Contractor fixing the date on which the Contractor may proceed with the Work and when Contract Times will commence to run.
- FF. Project -- The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
- GG. Recyclable Waste Materials -- Materials removed from the Site which are required to be diverted to a recycling center rather than an area landfill. Recyclable Waste Materials include asphalt, concrete, brick, concrete block, and rock.
- HH. Schedule of Submittals -- A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to facilitate scheduled performance of related construction activities.
- II. Shop Drawings -- All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
- JJ. Specifications -- That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
- KK. Stop Payment Notice -- A written notice as defined in Civil Code section 8044.
- LL. Subcontractor -- An individual or entity other than a Contractor having a contract with any other entity than the District for performance of any portion of the Work at the Site.
- MM. Submittal -- Written and graphic information and physical samples prepared and supplied by the Contractor demonstrating various portions of the Work.
- NN. Successful Bidder -- The Bidder submitting a responsive Bid to whom the District makes an award.
- OO. Supplier -- A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment used in the performance of the Work or to be incorporated in the Work.
- PP. Underground Facilities -- All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
- QQ. Unit Price Work -- Work to be paid for on the basis of unit prices as provided by the Contractor in its bid or as adjusted in accordance with the Contract Documents.

RR. Warranty -- A written guarantee provided to the District by the Contractor that the Work will remain free of defects and suitable for its intended use for the period required by the Contract Documents or the longest period permitted by the law of this State, whichever is longer.

SS.Work -- The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

ARTICLE 2. CONTRACT DOCUMENTS

A. **Contract Documents.** The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.

B. **Interpretations.** The Contract Documents are intended to be fully cooperative and complementary. If the Contractor observes that any documents are in conflict, the Contractor shall promptly notify the Engineer in writing. In case of conflicts between the Contract Documents, the order of precedence shall be as follows:

1. Change Orders
2. Addenda
3. Special Conditions
4. Technical Specifications
5. Plans (Contract Drawings)
6. Contract
7. General Conditions
8. Instructions to Bidders
9. Notice Inviting Bids
- ~~10. Contractor's Bid Forms~~
11. Standard Specifications for Public Works Construction (Sections 1-9 Excluded)
12. Applicable Local Agency Standards and Specifications
13. Standard Drawings
14. Reference Documents

With reference to the Drawings, the order of precedence shall be as follows:

1. Figures govern over scaled dimensions
2. Detail drawings govern over general drawings
3. Addenda or Change Order drawings govern over Contract Drawings
4. Contract Drawings govern over Standard Drawings
5. Contract Drawings govern over Shop Drawings

C. **Conflicts in Contract Documents.** Notwithstanding the orders of precedence established above, in the event of conflicts, the higher standard, higher quality, and most expensive shall always apply.

D. **Organization of Contract Documents.** Organization of the Contract Documents into divisions, sections, and articles, and arrangement of drawings shall not control the

Contractor in dividing Project Work among subcontractors or in establishing the extent of Work to be performed by any trade.

ARTICLE 3. PRECONSTRUCTION AND CONSTRUCTION COMMUNICATION

Before any Work at the site is started, a conference attended by the District, Contractor, District's Representative, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to herein, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

At this conference the District and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

ARTICLE 4. CONTRACT DOCUMENTS: COPIES & MAINTENANCE

Contractor will be furnished, free of charge, **five (5)** copies of the Contract Documents. Additional copies may be obtained at cost of reproduction.

Contractor shall maintain a clean, undamaged set of Contract Documents, including submittals, at the Project site.

ARTICLE 5. EXAMINATION OF DRAWINGS, SPECIFICATIONS AND SITE OF WORK

- A. **Examination of Contract Documents.** Before commencing any portion of the Work, Contractor shall again carefully examine all applicable Contract Documents, the Project site, and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall immediately notify the Engineer of any potential error, inconsistency, ambiguity, conflict, or lack of detail or explanation. If Contractor performs, permits, or causes the performance of any Work which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction. In no case shall the Contractor or any subcontractor proceed with Work if uncertain as to the applicable requirements.
- B. **Additional Instructions.** After notification of any error, inconsistency, ambiguity, conflict, or lack of detail or explanation, the Engineer will provide any required additional instructions, by means of drawings or other written direction, necessary for proper execution of Work.
- C. **Quality of Parts, Construction and Finish.** All parts of the Work shall be of the best quality of their respective kinds and the Contractor must use all diligence to inform itself fully as to the required construction and finish.
- D. **Contractor's Variation from Contract Document Requirements.** If it is found that the Contractor has varied from the requirements of the Contract Documents including the requirement to comply with all applicable laws, ordinances, rules and regulations, the Engineer may at any time, before or after completion of the Work, order the

improper Work removed, remade or replaced by the Contractor at the Contractor's expense.

ARTICLE 6. MOBILIZATION

- A. When a bid item is included in the Bid Form for mobilization, the costs of Work in advance of construction operations and not directly attributable to any specific bid item will be included in the progress estimate ("Initial Mobilization"). When no bid item is provided for "Initial Mobilization," payment for such costs will be deemed to be included in the other items of the Work.
- B. Payment for Initial Mobilization based on the lump sum provided in the Bid Form, which shall constitute full compensation for all such Work. No payment for Initial Mobilization will be made until all of the listed items have been completed to the satisfaction of the Engineer. The scope of the Work included under Initial Mobilization shall include, but shall not be limited to, the following principal items:
1. Obtaining and paying for all bonds, insurance, and permits.
 2. Moving on to the Project site of all Contractor's plant and equipment required for the first month's operations.
 3. Installing temporary construction power, wiring, and lighting facilities, as applicable.
 4. Establishing fire protection system, as applicable.
 5. Developing and installing a construction water supply, if applicable.
 6. Providing and maintaining the field office trailers for the Contractor, if necessary, and the Engineer (if specified), complete, with all specified furnishings and utility services.
 7. Providing on-site sanitary facilities and potable water facilities as specified per Cal-OSHA and these Contract Documents.
 8. Furnishing, installing, and maintaining all storage buildings or sheds required for temporary storage of products, equipment, or materials that have not yet been installed in the Work. All such storage shall meet manufacturer's specified storage requirements, and the specific provisions of the specifications, including temperature and humidity control, if recommended by the manufacturer, and for all security.
 9. Arranging for and erection of Contractor's work and storage yard.
 10. Posting all OSHA required notices and establishment of safety programs per Cal-OSHA.
 11. Full-time presence of Contractor's superintendent at the job site as required herein.

12. Submittal of Construction Schedule as required by the Contract Documents.

ARTICLE 7. EXISTENCE OF UTILITIES AT THE WORK SITE

- A. The District has endeavored to determine the existence of utilities at the Project site from the records of the owners of known utilities in the vicinity of the Project. The positions of these utilities as derived from such records are shown on the Plans.
- B. Unless indicated otherwise on the Plans and Specifications, no excavations were made to verify the locations shown for underground utilities. The service connections to these utilities are not shown on the Plans. Water service connections may be shown on the Plans showing general locations of such connections. It shall be the responsibility of the Contractor to determine the exact location of all service connections. The Contractor shall make its own investigations, including exploratory excavations, to determine the locations and type of service connections, prior to commencing Work which could result in damage to such utilities. The Contractor shall immediately notify the District in writing of any utility discovered in a different position than shown on the Plans or which is not shown on the Plans.
- C. If applicable, all water meters, water valves, fire hydrants, electrical utility vaults, telephone vaults, gas utility valves, and other subsurface structures shall be relocated or adjusted to final grade by the Contractor. Locations of existing utilities shown on the Plans are approximate and may not be complete. The Contractor shall be responsible for coordinating its Work with all utility companies during the construction of the Work.
- D. Notwithstanding the above, pursuant to section 4215 of the Government Code, the District has the responsibility to identify, with reasonable accuracy, main or trunkline facilities on the plans and specifications. In the event that main or trunkline utility facilities are not identified with reasonable accuracy in the plans and specifications made a part of the invitation for Bids, the District shall assume the responsibility for their timely removal, relocation, or protection.
- E. Contractor, except in an emergency, shall contact the appropriate regional notification center, **California Underground Service Alert** at 811 or 1-800-227-2600 or on-line at www.digalert.org at least two working days prior to commencing any excavation if the excavation will be performed in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the District, and obtain an inquiry identification number from that notification center. No excavation shall be commenced or carried out by the Contractor unless such an inquiry identification number has been assigned to the Contractor or any subcontractor of the Contractor and the District has been given the identification number by the Contractor.

ARTICLE 8. SOILS INVESTIGATIONS

- A. Reports and Drawings. The Special Conditions identify:
 - 1. those reports known to the District of explorations and tests of subsurface conditions at or contiguous to the site; and

2. those drawings known to the District of physical conditions relating to existing surface or subsurface structures at the site (except Underground Facilities).
- B. Limited Reliance by Contractor on Technical Data Authorized. Contractor may rely upon the accuracy of the “technical data” contained in such reports and drawings, which were expressly not created or obtained to evaluate or assist in the evaluation of constructability, and are not Contract Documents. Contractor shall make its own interpretation of the “technical data” and shall be solely responsible for any such interpretations. Except for reliance on the accuracy of such “technical data,” Contractor may not rely upon or make any claim against the District, District’s Representative, or Engineer of Record, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for Contractor’s purposes, including without limitation any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions, conclusions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions, or information.

ARTICLE 9. CONTRACTOR’S SUPERVISION

Contractor shall continuously keep at the Project site, a competent and experienced full-time Project superintendent acceptable to the District. Superintendent must be able to proficiently speak, read and write in English and shall have the authority to make decisions on behalf of the Contractor. Contractor shall continuously provide efficient supervision of the Project.

ARTICLE 10. WORKERS

- A. Contractor shall at all times enforce strict discipline and good order among its employees. Contractor shall not employ on the Project any unfit person or any one not skilled in the Work assigned to him or her.
- B. Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be dismissed from the Work and shall not be employed on this Project.

ARTICLE 11. INDEPENDENT CONTRACTORS

Contractor shall be an independent contractor for the District and not an employee. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, or agents of District and are not entitled to benefits of any kind normally provided employees of District, including but not limited to, state unemployment compensation or workers’ compensation. Contractor assumes full responsibility for the acts and omissions of its employees or agents related to the Work.

ARTICLE 12. SUBCONTRACTS

- A. Contractor agrees to bind every subcontractor to the terms of the Contract Documents as far as such terms are applicable to subcontractor's portion of the Work. Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by its subcontractors, as Contractor is for acts and omissions of persons directly employed by Contractor. Nothing contained in these Contract Documents shall create any contractual relationship between any subcontractor and the District.
- B. The District reserves the right to accept all subcontractors. The District's acceptance of any subcontractor under this Contract shall not in any way relieve Contractor of its obligations in the Contract Documents.
- C. Prior to substituting any subcontractor listed in the Bid Forms, Contractor must comply with the requirements of the Subletting and Subcontracting Fair Practices Act pursuant to California Public Contract Code section 4100 et seq.

ARTICLE 13. VERIFICATION OF EMPLOYMENT ELIGIBILITY

By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors, sub-subcontractors and consultants to comply with the same. Each person executing this Contract on behalf of Contractor verifies that he or she is a duly authorized officer of Contractor and that any of the following shall be grounds for the District to terminate the Contract for cause: (1) failure of the Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in this Article; (2) any misrepresentation or material omission concerning compliance with such requirements; or (3) failure to immediately remove from the Work any person found not to be in compliance with such requirements.

ARTICLE 14. REQUESTS FOR SUBSTITUTION

- A. For the purposes of this provision, the term "substitution" shall mean the substitution of any material, method or service substantially equal to or better in every respect to that indicated in the Standard Specifications or otherwise referenced herein.
- B. Pursuant to Public Contract Code section 3400(b), the District may make a finding that is described in the Notice Inviting Bids that designates certain products, things, or services by specific brand or trade name.
- C. Unless specifically designated in the Special Conditions, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating the description of the material, process, or article desired and shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer for substitution any material, process, or article which may be substantially equal to or better in every respect to that so indicated or specified in the Contract

Documents. However, the District has adopted uniform standards for certain materials, processes, and articles.

- D. The Contractor shall submit substitution requests, together with substantiating data, for substitution of any “or equal” material, process, or article no later than thirty-five (35) calendar days after award of Contract. Provisions regarding submission of substitution requests shall not in any way authorize an extension of time for the performance of this Contract. If a substitution request is rejected by the District, the Contractor shall provide the material, method or service specified herein. The District shall not be responsible for any costs incurred by the Contractor associated with substitution requests. The burden of proof as to the equality of any material, process, or article shall rest with the Contractor. The Engineer has the complete and sole discretion to determine if a material, process, or article is substantially equal to or better than that specified and to approve or reject all substitution requests.
- E. Substantiating data as described above shall include, at a minimum, the following information:
 - 1. A signed affidavit from the Contractor stating that the material, process, or article proposed as a substitution is substantially equal to or better than that specified in every way except as may be listed on the affidavit.
 - 2. Illustrations, specifications, catalog cut sheets, and any other relevant data required to prove that the material, process, or article is substantially equal to or better than that specified.
 - 3. A statement of the cost implications of the substitution being requested, indicating whether and why the proposed substitution will reduce or increase the amount of the contract.
 - 4. Information detailing the durability and lifecycle costs of the proposed substitution.
- F. Failure to submit all the required substantiating data detailed above in a timely manner so that the substitution request can be adequately reviewed may result in rejection of the substitution request. The Engineer is not obligated to review multiple submittals related the same substitution request resulting from the Contractor’s failure to initially submit a complete package.
- G. Time limitations within this Article shall be strictly complied with and in no case will an extension of time for completion of the contract be granted because of Contractor’s failure to provide substitution requests at the time and in the manner described herein.
- H. The Contractor shall bear the costs of all District work associated with the review of substitution requests.
- I. If substitution requests approved by the Engineer require that Contractor furnish materials, methods or services more expensive than that specified, the increased costs shall be borne by Contractor.

ARTICLE 15. SHOP DRAWINGS

- A. Contractor shall check and verify all field measurements and shall submit with such promptness as to provide adequate time for review and cause no delay in its own Work or in that of any other contractor, subcontractor, or worker on the Project, six (6) copies of all shop drawings, calculations, schedules, and materials list, and all other provisions required by the Contract Documents. Contractor shall sign all submittals affirming that submittals have been reviewed and approved by Contractor prior to submission to Engineer. Each signed submittal shall affirm that the submittal meets all the requirements of the Contract Documents except as specifically and clearly noted and listed on the transmittal letter of the submittal.
- B. Contractor shall make any corrections required by the Engineer, and file with the Engineer six (6) corrected copies each, and furnish such other copies as may be needed for completion of the Work. Engineer's acceptance of shop drawings shall not relieve Contractor from responsibility for deviations from the Contract Documents unless Contractor has, in writing, called Engineer's attention to such deviations at time of submission and has secured the Engineer's written acceptance. Engineer's acceptance of shop drawings shall not relieve Contractor from responsibility for errors in shop drawings.

ARTICLE 16. SUBMITTALS

- A. Contractor shall furnish to the Engineer for approval, prior to purchasing or commencing any Work, a log of all samples, material lists and certifications, mix designs, schedules, and other submittals, as required in the Contract Documents. The log shall indicate whether samples will be provided in accordance with other provisions of this Contract.
- B. Contractor will provide samples and submittals, together with catalogs and supporting data required by the Engineer, to the Engineer within a reasonable time period to provide for adequate review and avoid delays in the Work.
- C. These requirements shall not authorize any extension of time for performance of this Contract. Engineer will check and approve such samples, but only for conformance with design concept of work and for compliance with information given in the Contract Documents. Work shall be in accordance with approved samples and submittals.

ARTICLE 17. MATERIALS

- A. Except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this Contract within specified time.
- B. Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted and/or specified, and workmanship shall be of good quality.

- C. Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of the Work and shall be stored properly and protected as required by the Contract Documents. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or Work.
- D. No materials, supplies, or equipment for Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the Work and agrees upon completion of all work to deliver the Project, to the District free from any claims, liens, or charges.
- E. Materials shall be stored on the Project site in such manner so as not to interfere with any operations of the District or any independent contractor.
- F. Contractor shall verify all measurements, dimensions, elevations, and quantities before ordering any materials or performing any Work, and the District shall not be liable for Contractor's failure to do so. No additional compensation, over and above payment for the actual quantities at the prices set out in the Bid Form, will be allowed because of differences between actual measurements, dimension, elevations and quantities and those indicated on the Plans and in the Specifications. Any difference therein shall be submitted to the Engineer for consideration before proceeding with the Work.

ARTICLE 18. PERMITS AND LICENSES

- A. District will apply and pay for the review of necessary encroachment permits for Work within the public rights-of-way. Contractor shall obtain all other necessary permits and licenses for the construction of the Project, including encroachment permits, and shall pay all fees required by law and shall comply with all laws, ordinances, rules and regulations relating to the Work and to the preservation of public health and safety. Before acceptance of the Project, the Contractor shall submit all licenses, permits, certificates of inspection and required approvals to the District.
- B. The Bid Form contains an allowance for the Contractor's cost of acquiring traffic control permits and for construction inspection fees that may be charged to the Contractor by the Agency of Jurisdiction. The allowance is included within the Bid Form to eliminate the need by bidders to research or estimate the costs of traffic control permits and construction inspection fees prior to submitting a bid. The allowance is specifically intended to account for the costs of traffic control permits and construction inspection fees charged by the local Agency of Jurisdiction only. No other costs payable by Contractor to the Agency of Jurisdiction are included within the allowance. Payment by District to Contractor under the Permit and Inspection Allowance Bid Item shall be made based on actual cost receipts only and in accordance with the provisions of these specifications.

ARTICLE 19. TRENCHES

- A. **Trenches Five Feet or More in Depth.** Contractor shall submit to the Engineer at the preconstruction meeting, a detailed plan showing the design of shoring, bracing,

sloping or other provisions to be made for worker protection from hazards of caving ground during the excavation of any trench or trenches five feet or more in depth. If such plan varies from shoring system standards established by the Construction Safety Orders of the California Code of Regulations, Department of Industrial Relations, the plan shall be prepared by a California registered civil or structural engineer. The plan shall not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations. The Contractor shall designate in writing the "competent person" as defined in Title 8, California Code of Regulations, who shall be present at the Work Site each day that trenching/excavation is in progress. The "competent person" shall prepare and provide daily trenching/excavation inspection reports to the Engineer. Contractor shall also submit a copy of its annual California Occupational Safety and Health Administration (Cal/OSHA) trench/excavation permit.

B. Excavations Deeper than Four Feet. If the Work involves excavating trenches or other excavations that extend deeper than four feet below the surface, Contractor shall promptly, and before the excavation is further disturbed, notify the District in writing of any of the following conditions:

1. Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
2. Subsurface or latent physical conditions at the site differing from those indicated.
3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract

The District shall promptly investigate the conditions, and if it finds that the conditions do so materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, shall issue a change order under the procedures described in the Contract Documents.

In the event that a dispute arises between the District and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the parties.

ARTICLE 20. TRAFFIC CONTROL

A. Traffic control plan(s) for the Work may be required by the Agency(s) of Jurisdiction. Traffic control plans, if required, shall be prepared at Contractor's expense, and traffic control shall be performed at Contractor's expense in accordance with the requirements of the Agency(s) of Jurisdiction. The Permit and Inspection Allowance

included within the Bid Form includes the cost of required traffic control permit(s) and construction inspection by the Agency(s) of Jurisdiction only. The Permit and Inspection Allowance does not include costs for preparation of any required traffic control plans, implementation of any traffic control requirements or for any traffic signal services that may be required. Costs for traffic control plans, implementation of traffic control, or traffic signal services required by the Agency(s) of Jurisdiction shall be included in the Contractor's Bid.

- B. All warning signs and safety devices used by the Contractor to perform the Work shall conform to the requirements contained in the State of California, Department of Transportation's current edition of "Manual of Traffic Controls for Construction and Maintenance Work Zones" or to the requirements of the local agency. The Contractor shall also be responsible for all traffic control required by the agency having jurisdiction over the project on the intersecting streets. Contractor must submit a traffic control plan to the agency having jurisdiction over the project for approval prior to starting work.
- C. The Contractor's representative on the site responsible for traffic control shall produce evidence that he/she has completed training acceptable to the California Department of Transportation for safety through construction zones. All of the streets in which the Work will occur shall remain open to traffic and one lane of traffic maintained at all times unless otherwise directed by the agency of jurisdiction. Businesses and residences adjacent to the Work shall be notified forty-eight (48) hours in advance of closing of driveways. The Contractor shall make every effort to minimize the amount of public parking temporarily eliminated due to construction in areas fronting businesses. No stockpiles of pipe or other material will be allowed in traveled right-of-ways after working hours unless otherwise approved by the Engineer.

ARTICLE 21. DIVERSION OF RECYCLABLE WASTE MATERIALS

In compliance with the applicable District's waste reduction and recycling efforts, Contractor shall divert all Recyclable Waste Materials to appropriate recycling centers as required for compliance with the local jurisdiction's waste diversion ordinances. Contractor will be required to submit weight tickets and written proof of diversion with its monthly progress payment requests. Contractor shall complete and execute any certification forms required by District or other applicable agencies to document Contractor's compliance with these diversion requirements. All costs incurred for these waste diversion efforts shall be the responsibility of the Contractor.

ARTICLE 22. REMOVAL OF HAZARDOUS MATERIALS

Should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes and hazardous materials which have not been rendered harmless at the Project site, the Contractor shall immediately stop work at the affected Project site and shall report the condition to the District in writing. The District shall contract for any services required to directly remove and/or abate PCBs and other toxic wastes and hazardous materials, if required by the Project site(s), and shall not require the Contractor to subcontract for such services. The Work in the affected area shall not thereafter be resumed except by written agreement of the District and Contractor.

ARTICLE 23. INTENTIONALLY DELETED

ARTICLE 24. AIR POLLUTION CONTROL

Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes. All containers of paint, thinner, curing compound, solvent or liquid asphalt shall be labeled to indicate that the contents fully comply with the applicable material requirements.

ARTICLE 25. LAYOUT AND FIELD ENGINEERING

All field engineering required for laying out the Work and establishing grades for earthwork operations shall be furnished by the Contractor at its expense.

ARTICLE 26. TESTS AND INSPECTIONS

- A. If the Contract Documents, the Engineer, or any instructions, laws, ordinances, or public authority requires any part of the Work to be tested or Approved, Contractor shall provide the Engineer at least two (2) working days' notice of its readiness for observation or inspection. If inspection is by a public authority other than the District, Contractor shall promptly inform the District of the date fixed for such inspection. Required certificates of inspection (or similar) shall be secured by Contractor. Costs for District testing and District inspection shall be paid by the District. Costs of tests for Work found not to be in compliance shall be paid by the Contractor.
- B. If any Work is done or covered up without the required testing or approval, the Contractor shall uncover or deconstruct the Work, and the Work shall be redone after completion of the testing at the Contractor's cost in compliance with the Contract Documents.
- C. Where inspection and testing are to be conducted by an independent laboratory or agency, materials or samples of materials to be inspected or tested shall be selected by such laboratory or agency, or by the District, and not by Contractor. All tests or inspections of materials shall be made in accordance with the commonly recognized standards of national organizations.
- D. In advance of manufacture of materials to be supplied by Contractor which must be tested or inspected, Contractor shall notify the District so that the District may arrange for testing at the source of supply. Any materials which have not satisfactorily passed such testing and inspection shall not be incorporated into the Work.
- E. If the manufacture of materials to be inspected or tested will occur in a plant or location greater than sixty (60) miles from the District, the Contractor shall pay for any excessive or unusual costs associated with such testing or inspection, including but not limited to excessive travel time, standby time and required lodging.
- F. Reexamination of Work may be ordered by the District. If so ordered, Work must be uncovered or deconstructed by Contractor. If Work is found to be in accordance with the Contract Documents, the District shall pay the costs of reexamination and reconstruction. If such work is found not to be in accordance with the Contract Documents, Contractor shall pay all costs.

ARTICLE 27. PROTECTION OF WORK AND PROPERTY

- A. The Contractor shall be responsible for all damages to persons or property that occurs as a result of the Work. Contractor shall be responsible for the proper care and protection of all materials delivered and Work performed until completion and final Acceptance by the District. All Work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as necessary. Contractor shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the Project site where Work is being performed. Contractor shall erect and properly maintain at all times, as required by field conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created in the course of construction.
- B. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from the Engineer, is hereby permitted to act to prevent such threatened loss or injury; and Contractor shall so act, without appeal, if so authorized or instructed by the Engineer or the District. Any compensation claimed by Contractor on account of emergency work shall be determined by and agreed upon by the District and the Contractor.

ARTICLE 28. CONTRACTOR'S MEANS AND METHODS

Contractor is solely responsible for the means and methods utilized to perform the Work. In no case shall the Contractor's means and methods deviate from commonly used industry standards.

ARTICLE 29. AUTHORIZED REPRESENTATIVES

The District shall designate representatives, who shall have the right to be present at the Project site at all times. The District may designate an inspector who shall have the right to observe all of the Contractor's Work. The inspector shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. Contractor shall provide safe and proper facilities for such access.

ARTICLE 30. HOURS OF WORK

- A. As provided in Article 3 (commencing at section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, Contractor stipulates that eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this Contract upon the Work or upon any part of the Work contemplated by this Contract is limited and restricted to eight (8) hours during any one calendar day and 40 hours during any one calendar week, except as hereinafter provided. Notwithstanding the provisions herein above set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.
- B. The Contractor and every subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each

worker employed in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of the District and to the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.

- C. The Contractor shall pay to the District a penalty of twenty-five dollars (\$25.00) for each worker employed in the execution of this Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 (commencing at section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.
- D. Any work necessary to be performed after regular working hours, or on Saturdays and Sundays or other holidays, shall be performed without additional expense to the District.
- E. District will provide inspection during normal working hours from 7:00 a.m. to 3:30 p.m. Monday through Friday. Inspection before or after this time will be charged to the Contractor as reimbursable inspection time. Inspections on weekends requires two days' notice for review and approval. Upon written request and approval the 8.5 hour working day may be changed to other limits subject to city/county ordinance.
- F. It shall be unlawful for any person to operate, permit, use, or cause to operate any of the following at the Project site, other than between the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, with no Work allowed on the District-observed holidays, unless otherwise approved by the District:
 - 1. Powered Vehicles
 - 2. Construction Equipment
 - 3. Loading and Unloading Vehicles
 - 4. Domestic Power Tools

ARTICLE 31. PAYROLL RECORDS; LABOR COMPLIANCE

- A. Pursuant to Labor Code section 1776, Contractor and all subcontractors shall maintain weekly certified payroll records, showing the names, addresses, Social Security numbers, work classifications, 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 under this Contract. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury.
- B. In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations ("DIR") on the specified interval and format prescribed by the DIR, which may include electronic submission. Contractor shall comply with all requirements and

regulations from the DIR relating to labor compliance monitoring and enforcement. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

- C. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the District. Contractor shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.
- D. The payroll records described herein shall be certified and submitted by the Contractor at a time designated by the District. The Contractor shall also provide the following:
 - 1. A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
 - 2. A certified copy of all payroll records described herein shall be made available for inspection or furnished upon request of the DIR.
- E. Unless submitted electronically, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") of the DIR or shall contain the same information as the forms provided by the DLSE.
- F. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, the District, 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 awarded the Contract or performing the contract shall not be marked or obliterated.
- G. In the event of noncompliance with the requirements of this Article, the Contractor shall have ten (10) calendar days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this Article. Should noncompliance still be evident after such 10-day period, the Contractor shall pay a penalty of one hundred dollars (\$100.00) to the District 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 penalties shall be withheld from progress payment then due.
- H. The responsibility for compliance with this Article shall rest upon the Contractor.

ARTICLE 32. PREVAILING RATES OF WAGES

- A. The Contractor is aware of the requirements of Labor Code sections 1720 *et seq.* and 1770 *et seq.*, as well as California Code of Regulations, Title 8, Section 16000 *et seq.* (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. Since this Project involves an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Contract from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov. In the alternative, the Contractor may view a copy of the prevailing rate of per diem wages which are on file at the District’s Administration Office and shall be made available to interested parties upon request. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor’s principal place of business and at the Project site. Contractor shall defend, indemnify and hold the District, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.
- B. The Contractor shall forfeit as a penalty to the District not more than Two Hundred Dollars (\$200.00), pursuant to Labor Code section 1775, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate as determined by the Director of the Department of Industrial Relations for such work or craft in which such worker is employed for any public work done under the Contract by it or by any subcontractor under it. The difference between such prevailing wage rate 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.
- C. Contractor shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

ARTICLE 33. PUBLIC WORKS CONTRACTOR REGISTRATION

Pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and its subcontractors must be registered with the Department of Industrial Relations prior to the execution of a contract to perform public works. By entering into this Contract, Contractor represents that it is aware of the registration requirement and is currently registered with the DIR. Contractor shall maintain a current registration for the duration of the Project. Contractor shall further include the requirements of Labor Code sections 1725.5 and 1771.1 in any subcontract and ensure that all subcontractors are registered at the time this Contract is entered into and maintain registration for the duration of the Project. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

ARTICLE 34. EMPLOYMENT OF APPRENTICES

- A. Contractor and all subcontractors shall comply with the requirements of Labor Code sections 1777.5 and 1777.6 in the employment of apprentices.
- B. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
- C. Knowing violations of Labor Code section 1777.5 will result in forfeiture not to exceed one hundred dollars (\$100.00) for each calendar day of non-compliance pursuant to Labor Code section 1777.7.
- D. The responsibility for compliance with this Article shall rest upon the Contractor.

ARTICLE 35. NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

Pursuant to Labor Code section 1735 and other applicable provisions of law, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or any other classifications protected by law on this Project. The Contractor will take affirmative action to insure that employees are treated during employment or training without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or any other classifications protected by law.

Employment Eligibility; Contractor. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Contract, and shall not violate any such law at any time during the term of the Contract. Contractor shall avoid any violation of any such law during the term of this Contract by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the District or its representatives for inspection and copy at any time during normal business hours. The District shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for or referred to herein.

Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any part of the Work or of this Contract to make the same verifications and comply with all requirements and restrictions provided for herein.

Employment Eligibility; Failure to Comply. Each person executing this Contract on behalf of Contractor verifies that he or she is a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the District to terminate the Contract for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for herein; (2) any misrepresentation or material omission concerning compliance with such requirements; or (3) failure to immediately remove from the Work any person found not to be in compliance with such requirements.

ARTICLE 36. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

Contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code section 1777.1 or 1777.7. Any contract on a public works project 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. Any public money that is paid, or may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the District. 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.

ARTICLE 37. LABOR/EMPLOYMENT SAFETY

The Contractor shall comply with all applicable laws and regulations of the federal, state, and local government, including Cal/OSHA requirements and requirements for verification of employees' legal right to work in the United States.

The Contractor shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 *et seq.*), and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4. The Contractor shall ensure the availability of emergency medical services for its employees in accordance with California Code of Regulations, Title 8, Section 1512.

The Contractor shall submit the Illness and Injury Prevention Program and a Project site specific safety program to the District prior to beginning Work at the Project site. Contractor shall maintain a confined space program that meets or exceeds the District Standards. Contractor shall adhere to the District's lock out tag out program.

ARTICLE 38. INSURANCE

The Contractor shall obtain, and at all times during performance of the Work of Contract, maintain all of the insurance described in this Article. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the District that it has secured all insurance required hereunder. Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this Article. Failure to provide and maintain all required insurance shall be grounds for the District to terminate this Contract for cause. Contractor shall furnish District with original certificates of insurance and endorsements effective coverage required by this Contract on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms acceptable to the District. All certificates and endorsements must be received and approved by the District before Work commences.

- A. **Additional Insureds; Waiver of Subrogation.** The District, its officials, officers, employees, agents and authorized volunteers shall be named as Additional Insureds on Contractor's All Risk policy and on Contractor's and its subcontractors' policies of Commercial General Liability and Automobile Liability insurance using, for Contractor's policy/ies of Commercial General Liability insurance, ISO CG forms 20 10 and 20 37 (or endorsements providing the exact same coverage, including completed operations), and, for subcontractors' policies of Commercial General Liability insurance, ISO CG form 20 38 (or endorsements providing the exact same coverage). Notwithstanding the minimum limits set forth in this Contract for any type of insurance coverage, all available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as Additional Insureds hereunder. Contractor and its insurance carriers shall provide a Waiver of Subrogation in favor of those parties.
- B. **Workers' Compensation Insurance.** The Contractor shall provide workers' compensation insurance for all of the employees engaged in Work under this Contract, on or at the Site, and, in case of any sublet Work, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees as prescribed by State law. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the Site, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor is required to secure payment of compensation to his employees in accordance with the provisions of section 3700 of the Labor Code. The Contractor shall file with the District certificates of his insurance protecting workers. Company or companies providing insurance coverage shall be acceptable to the District, if in the form and coverage as set forth in the Contract Documents.
- C. **Employer's Liability Insurance.** Contractor shall provide Employer's Liability Insurance, including Occupational Disease, in the amount of at least one million dollars (\$1,000,000.00) per person per accident. Contractor shall provide District with a certificate of Employer's Liability Insurance. Such insurance shall comply with the provisions of the Contract Documents. The policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement and contain a Waiver of Subrogation in favor of the District.
- D. **Commercial General Liability Insurance.** Contractor shall provide "occurrence" form Commercial General Liability insurance coverage at least as broad as the most current ISO CGL Form 00 01, including but not limited to, premises liability, contractual liability, products/completed operations, personal and advertising injury which may arise from or out of Contractor's operations, use, and management of the Site, or the performance of its obligations hereunder. The policy shall not contain any exclusion contrary to this Contract including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 39); or (2) cross-liability for claims or suits against one insured against another. Policy limits shall not be less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a

general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Defense costs shall be paid in addition to the limits.

1. Such policy shall comply with all the requirements of this Article. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to the District, and shall not preclude the District from taking such other actions available to the District under other provisions of the Contract Documents or law.
2. All general liability policies provided pursuant to the provisions of this Article shall comply with the provisions of the Contract Documents.
3. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, under-ground excavation, removal of lateral support, and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in these General Conditions relating to liability for injury to or death of persons and damage to property.
4. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, the District may require additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement described in the Contract Documents.
5. All policies of general liability insurance shall permit and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss.

E. Automobile Liability Insurance. Contractor shall provide "occurrence" form Automobile Liability Insurance at least as broad as ISO CA 00 01 (Any Auto) in the amount of, at least, one million dollars (\$1,000,000) per accident for bodily injury and property damage. Such insurance shall provide coverage with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible, in a form and with insurance companies acceptable to the District. All policies of automobile insurance shall permit and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss.

F. Builder's Risk ["All Risk"]

1. It is the Contractor's responsibility to maintain or cause to be maintained Builder's Risk ["All Risk"] extended coverage insurance on all work, material, equipment, appliances, tools, and structures that are or will become part of the Work and subject to loss or damage by fire, and vandalism and malicious mischief, in an amount to cover 100% of the replacement cost. The District accepts no responsibility for the Work until the Work is formally accepted by the District. The Contractor shall provide a certificate evidencing this coverage before commencing performance of the Work.
 2. The named insureds shall be Contractor, all Subcontractors of any tier (excluding those solely responsible for design work), suppliers, and District, its elected officials, officers, employees, agents and authorized volunteers, as their interests may appear. Contractor shall not be required to maintain property insurance for any portion of the Work following acceptance by District.
 3. Policy shall be provided for replacement value on an "all risk" basis. There shall be no coinsurance penalty provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) transit coverage, including ocean marine coverage (unless insured by the supplier), with sub-limits sufficient to insure the full replacement value of any key equipment item; and (5) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site. Such insurance shall be on a form acceptable to District to ensure adequacy and sublimit.
 4. In addition, the policy shall meet the following requirements:
 - a. Insurance policies shall be so conditioned as to cover the performance of any extra work performed under the Contract.
 - b. Coverage shall include all materials stored on site and in transit.
 - c. Coverage shall include Contractor's tools and equipment.
 - d. Insurance shall include boiler, machinery and material hoist coverage.
- G. **Contractor's Pollution Liability Coverage.** Contractor shall provide pollution liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
- H. Contractor shall require all tiers of sub-contractors working under this Contract to provide the insurance required under this Article unless otherwise agreed to in writing by District. Contractor shall make certain that any and all subcontractors hired by Contractor are insured in accordance with this Contract. If any subcontractor's coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold the District harmless from any damage, loss, cost, or expense, including attorneys' fees, incurred by the District as a result thereof.

ARTICLE 39. FORM AND PROOF OF CARRIAGE OF INSURANCE

- A. Any insurance carrier providing insurance coverage required by the Contract Documents shall be admitted to and authorized to do business in the State of California unless waived, in writing, by the District's Risk Manager. Carrier(s) shall have an A.M. Best rating of not less than an A:VII. Insurance deductibles or self-insured retentions must be declared by the Contractor. At the election of the District the Contractor shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses. If umbrella or excess liability coverage is used to meet any required limit(s) specified herein, the Contractor shall provide a "follow form" endorsement satisfactory to the District indicating that such coverage is subject to the same terms and conditions as the underlying liability policy.
- B. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or cancelled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its officials, officers, agents, employees, and volunteers.
- C. The Certificate(s) and policies of insurance shall contain or shall be endorsed to contain the covenant of the insurance carrier(s) that it shall provide no less than thirty (30) days written notice be given to the District prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, the District may terminate the Contract or stop the Work in accordance with the Contract Documents, unless the District receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Contractor shall not take possession, or use the Site, or commence operations under this Contract until the District has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Article. The original endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.
- D. The Certificate(s) of Insurance, policies and endorsements shall so covenant and shall be construed as primary, and the District's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- E. District reserves the right to adjust the monetary limits of insurance coverages during the term of this Contract including any extension thereof if, in the District's reasonable judgment, the amount or type of insurance carried by the Contractor becomes inadequate.
- F. Contractor shall report to the District, in addition to the Contractor's insurer, any and all insurance claims submitted by the Contractor in connection with the Work under this Contract.

ARTICLE 40. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- A. **Time for Completion/Liquidated Damages.** Time is of the essence in the completion of the Work. Work shall be commenced within ten (10) Days of the date stated in the District's Notice to Proceed and shall be completed by Contractor in the time specified in the Contract Documents. The District is under no obligation to consider early completion of the Project; and the Contract completion date shall not be amended by the District's receipt or acceptance of the Contractor's proposed earlier completion date. Furthermore, Contractor shall not, under any circumstances, receive additional compensation from the District (including but not limited to indirect, general, administrative or other forms of overhead costs) for the period between the time of earlier completion proposed by the Contractor and the Contract completion date. If the Work is not completed as stated in the Contract Documents, it is understood that the District will suffer damage. In accordance with Government Code section 53069.85, being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to the District as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Contract for each calendar day of delay until the Work is fully completed. Contractor and its surety shall be liable for any liquidated damages. Any money due or to become due the Contractor may be retained to cover liquidated damages.
- B. **Inclement Weather.** Contractor shall abide by the Engineer's determination of what constitutes inclement weather. Time extensions for inclement weather shall only be granted when the Work stopped during inclement weather is on the critical path of the Project schedule.
- C. **Extension of Time.** Contractor shall not be charged liquidated damages because of any delays in completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor (or its subcontractors or suppliers). Contractor shall within five (5) Days of identifying any such delay notify the District in writing of causes of delay. The District shall ascertain the facts and extent of delay and grant extension of time for completing the Work when, in its judgment, the facts justify such an extension. Time extensions to the Project shall be requested by the Contractor as they occur and without delay. No delay claims shall be permitted unless the event or occurrence delays the completion of the Project beyond the Contract completion date.
- D. **No Damages for Reasonable Delay.** The District's liability to Contractor for delays for which the District is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall the District be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs. Damages caused by unreasonable District delay, including delays caused by items that are the responsibility of the District pursuant to Government Code section 4215, shall be based on actual costs only, no proportions or formulas shall be used to calculate any delay damages.

ARTICLE 41. COST BREAKDOWN AND PERIODIC ESTIMATES

Contractor shall furnish on forms Approved by the District:

- A. Within ten (10) Days of Notice to Proceed with the Contract, a detailed estimate giving a complete breakdown of the Contract price, if the Contract amount is a lump sum.
- B. A monthly itemized estimate of Work done for the purpose of making progress payments. In order for the District to consider and evaluate each progress payment application, the Contractor shall submit a detailed measurement of Work performed and a progress estimate of the value thereof before the tenth (10th) Day of the following month.
- C. Contractor shall submit, with each of its payment requests, an adjusted list of actual quantities, verified by the Engineer, for unit price items listed, if any, in the Bid Form.
- D. Following the District's Acceptance of the Work, the Contractor shall submit to the District a written statement of the final quantities of unit price items for inclusion in the final payment request.
- E. The District shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment.

Contractor shall certify under penalty of perjury, that all cost breakdowns and periodic estimates accurately reflect the Work on the Project.

ARTICLE 42. PROGRESS ESTIMATES AND PAYMENT

- A. By the tenth (10th) Day of the following calendar month, Contractor shall submit to Engineer a payment request which shall set forth in detail the value of the Work done for the period beginning with the date work was first commenced and ending on the end of the calendar month for which the payment request is prepared. Contractor shall include any amount earned for authorized extra work. From the total thus computed, a deduction shall be made in the amount of five percent (5%) for retention, except where the District has adopted a finding that the Work done under the Contract is substantially complex, and then the amount withheld as retention shall be the percentage specified in the Notice Inviting Bids. From the remainder a further deduction may be made in accordance with Section B below. The amount computed, less the amount withheld for retention and any amounts withheld as set forth below, shall be the amount of the Contractor's payment request.
- B. The District may withhold a sufficient amount or amounts of any payment or payments otherwise due to Contractor, as in his judgment may be necessary to cover:
 - 1. Payments which may be past due and payable for just claims against Contractor or any subcontractors for labor or materials furnished in and about the performance of work on the Project under this Contract.
 - 2. Defective work not remedied.
 - 3. Failure of Contractor to make proper payments to his subcontractor or for material or labor.

4. Completion of the Contract if there is a reasonable doubt that the Work can be completed for balance then unpaid.
 5. Damage to another contractor or a third party.
 6. Amounts which may be due the District for claims against Contractor.
 7. Failure of Contractor to keep the record (“as-built”) drawings up to date.
 8. Failure to provide update on construction schedule as required herein.
 9. Site cleanup.
 10. Failure to comply with Contract Documents.
 11. Liquidated damages.
 12. Legally permitted penalties.
- C. The District may apply such withheld amount or amounts to payment of such claims or obligations at its discretion with the exception of subsections (B)(1), (3), and (5) of this Article, which must be retained or applied in accordance with applicable law. In so doing, the District shall be deemed the agent of Contractor and any payment so made by the District shall be considered as a payment made under contract by the District to Contractor and the District shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. The District will render Contractor a proper accounting of such funds disbursed on behalf of Contractor.
- D. Upon receipt, the Engineer shall review the payment request to determine whether it is undisputed and suitable for payment. If the payment request is determined to be unsuitable for payment, it shall be returned to Contractor as soon as practicable but not later than seven (7) Days after receipt, accompanied by a document setting forth in writing the reasons why the payment request is not proper. The District shall make the progress payment within 30 calendar days after the receipt of an undisputed and properly submitted payment request from Contractor, provided that a release of liens and claims has been received from the Contractor pursuant to Civil Code section 8132. The number of days available to the District to make a payment without incurring interest pursuant to this paragraph shall be reduced by the number of days by which the Engineer exceeds the seven (7) Day requirement.
- E. A payment request shall be considered properly executed if funds are available for payment of the payment request and payment is not delayed due to an audit inquiry by the financial officer of the District.

ARTICLE 43. SECURITIES FOR MONEY WITHHELD

Pursuant to section 22300 of the Public Contract Code of the State of California, Contractor may request the District to make retention payments directly to an escrow agent or may substitute securities for any money withheld by the District to ensure performance under the contract. At

the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the District or with a state or federally chartered bank as the escrow agent who shall return such securities to Contractor upon satisfactory completion of the contract. Deposit of securities with an escrow agent shall be subject to a written agreement substantially in the form provided in section 22300 of the Public Contract Code.

ARTICLE 44. CHANGES AND EXTRA WORK.

A. Contract Change Orders.

1. The District, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions, and the Contract Price and Contract Time shall be adjusted accordingly. Except as otherwise provided herein, all such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in the Contract Price or the Contract Time, and the full and final settlement of all costs (direct, indirect and overhead) related to the Work authorized by the Change Order.
2. Contractor shall promptly execute changes in the Work as directed in writing by the District even when the parties have not reached agreement on whether the change increases the scope of Work or affects the Contract Price or Contract Time. All claims for additional compensation to the Contractor shall be presented in writing. No claim will be considered after the Work in question has been done unless a written Change Order has been issued or a timely written notice of claim has been made by Contractor.
3. Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract, and shall be subject to all terms, conditions, and provisions of the original Contract.
4. Contractor shall not be entitled to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any item or portion of Work to be done.
5. No dispute, disagreement, or failure of the parties to reach agreement on the terms of the Change Order shall relieve the Contractor from the obligation to proceed with performance of the work, including Additional Work, promptly and expeditiously.
6. Contractor shall make available to the District any of the Contractor's documents related to the Project immediately upon request of the District, as set forth in Article 52.
7. Any alterations, extensions of time, Additional Work, or any other changes may be made without securing consent of the Contractor's surety or sureties.

B. Contract Price Change.

1. Process for Determining Adjustments in Contract Price.

- a. Owner Initiated Change. The Contractor must submit a complete cost proposal, including any change in the Contract Price or Contract Time, within seven (7) Days after receipt of a scope of a proposed change order initiated by the District, unless the District requests that proposals be submitted in less than seven (7) Days.
- b. Contractor Initiated Change. The Contractor must give written notice of a proposed change order required for compliance with the Contract Documents within seven (7) Days of discovery of the facts giving rise to the proposed change order.
- c. Whenever possible, any changes to the Contract amount shall be in a lump sum mutually agreed to by the Contractor and the District.
- d. Price quotations from the Contractor shall be accompanied by sufficiently detailed supporting documentation to permit verification by the District, including but not limited to estimates and quotations from subcontractors or material suppliers, as the District may reasonably request. Contractor shall certify the accuracy of all Change Order Requests under penalty of perjury.
- e. If the Contractor fails to submit a complete cost proposal within the seven (7) Day period (or as requested), the District has the right to order the Contractor in writing to commence the Work immediately on a time and materials basis and/or issue a lump sum change to the Contract Price and/or Contract Time in accordance with the District's estimate. If the change is issued based on the District's estimate, the Contractor will waive its right to dispute the action unless within fifteen (15) Days following completion of the added/deleted work, the Contractor presents written proof that the District's estimate was in error.

2. Unit Price Change Orders.

- a. When the actual quantity of a Unit Price item varies from the Bid Form, compensation for the change in quantity will be calculated by multiplying the actual quantity by the Unit Price. This calculation may result in either an additive or deductive Final Change Order pursuant to the Contract Documents.
- b. No Mark up for Overhead and Profit. Because the Contract Unit Prices provided in the Bid Form include Overhead and Profit as determined by Contractor at the time of Bid submission, no mark up or deduction for Overhead and Profit will be included in Unit Price Change Orders.
- c. Bid items included on the Bid Form may be deducted from the Work in their entirety without any negotiated extra costs.
- d. Contractor acknowledges that unit quantities are estimates and agrees that the estimated unit quantities listed on the Bid Form will be adjusted to reflect the actual unit quantities which may result in an adjustment to the Contract Unit Prices. Such an adjustment will be made by execution of a final additive or

deductive Change Order following Contractor's completion of the Work. Upon notification, Contractor's failure to respond within seven (7) Days will result in District's issuance of a unit quantity adjustment to the Contract Unit Prices and/or Contract Time in accordance with the Contract Documents.

- e. The District or Contractor may make a Claim for an adjustment in the Unit Price in accordance with the Contract Documents if:
 - i. the quantity of any item of Unit Price Work performed by Contractor differs by twenty-five percent (25%) or more from the estimated quantity of such item indicated in the Contract; and
 - ii. there is no corresponding adjustment with respect to any other item of Work; and
 - iii. Contractor believes that Contractor is entitled to an increase in Unit Price as a result of having incurred additional expense or the District believes that the District is entitled to a decrease in Unit Price and the parties are unable to agree as to the amount of any such increase or decrease..
3. Lump Sum Change Orders. Contractor shall incorporate the provisions of this Section into all agreements with Subcontractors. Compensation for Lump Sum Change Orders shall be limited to expenditures necessitated specifically by the Additional Work, and shall be according to the following:
 - a. Overview. The Contractor will submit a properly itemized Lump Sum Change Order Proposal covering the Additional Work and/or the work to be deleted. This proposal will be itemized for the various components of the Additional Work and segregated by labor, material, and equipment in a detailed format satisfactory to the District. The District will require itemized change orders on all change order proposals from the Contractor, subcontractors, and sub-subcontractors regardless of tier. Details to be submitted will include detailed line item estimates showing detailed materials quantity take-offs, material prices by item and related labor hour pricing information and extensions (by line item or by drawing as applicable).
 - b. Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the Additional Work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the Additional Work cost will not be permitted unless the Contractor establishes the necessity for such new classifications. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.

Estimated labor hours must only include hours for those workmen and working foremen directly involved in performing the change order work. Supervision above the level of working foremen (such as general foremen, superintendent,

project manager, etc.) is considered to be included in the markup percentages as outlined below. Note that no separate allowances for warranty expense will be allowed as a direct cost of a change order. Costs attributed to warranty expenses will be considered to be covered by the markup.

- c. Labor Burden. Labor burden allowable in change orders shall be defined as employer's net actual cost of payroll taxes (FICA, Medicare, SUTA, FUTA), net actual cost for employer's cost of union benefits (or other usual and customary fringe benefits if the employees are not union employees), and net actual cost to employer for worker's compensation insurance taking into consideration adjustments for experience modifiers, premium discounts, dividends, rebates, expense constants, assigned risk pool costs, net cost reductions due to policies with deductibles for self-insured losses, assigned risk rebates, etc. Contractor shall reduce their standard payroll tax percentages to properly reflect the effective cost reduction due to the estimated impact of the annual maximum wages subject to payroll taxes. An estimated percentage for labor burden may be used for pricing change orders. However, the percentage used for labor burden to price change orders will be examined at the conclusion of the Project and an adjustment to the approved change orders will be processed if it is determined that the actual labor burden percentage should have been more or less than the estimated percentage used.
- d. Materials. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight, and delivery. Materials costs shall be based upon supplier or manufacturer's invoice. If invoices or other satisfactory evidence of cost are not furnished within fifteen (15) Days of delivery, then the District shall determine the materials cost, at its sole discretion. Estimated material change order costs shall reflect the Contractor's reasonably anticipated net actual cost for the purchase of the material needed for the change order work. Estimated material costs shall reflect cost reductions available to the Contractor due to "non-cash" discounts, trade discounts, free material credits, and/or volume rebates. "Cash" discounts (i.e., prompt payment discounts of 2% or less) available on material purchased for change order work shall be credited to the District if the Contractor is provided the District funds in time for Contractor to take advantage of any such "cash" discounts. The portion of any "cash" discounts greater than 2% will not be considered "non-cash" discount for purposes of this provision. Price quotations from material suppliers must be itemized with unit prices for each specific item to be purchased. "Lot pricing" quotations will not be considered sufficient substantiating detail.
- e. Tool and Equipment Use. Costs for the use of small tools, which are tools that have a replacement value of \$1,000 or less, shall be considered included in the Overhead and Profit mark-ups established below. Allowable change order estimated costs may include appropriate amounts for rental of major equipment specifically needed to perform the change order work (defined as tools and equipment with an individual purchase cost of more than \$750). For Contractor owned equipment, the "bare" equipment rental rates allowed to be used for pricing change order proposals shall be 75% of the monthly rate listed

in the most current publication of The AED Green Book divided by 176 to arrive at a maximum hourly rate to be applied to the hours the equipment is used performing the change order work. Further, for Contractor owned equipment, the aggregate equipment rent charges for any single piece of equipment used in all change order work shall be limited to 50% of the fair market value of the piece of equipment when the first change order is priced involving usage of the piece of equipment. Fuel necessary to operate the equipment will be considered as a separate direct cost associated with the change order work.

- f. Maximum Markup Percentage Allowable on Self-Performed Work. With respect to pricing change orders, the maximum markup percentage to be paid to any Contractor or subcontractor (regardless of tier) on self-performed work shall be a single markup percentage not-to-exceed fifteen percent (15%) of the net direct cost of (1) direct labor and allowable labor burden costs applicable to the change in the Work; (2) the net cost of material and installed equipment incorporated into the change in the Work, and (3) net rental cost of major equipment and related fuel costs necessary to complete the change in the Work. The markup computed using the above formula shall be considered to be allocated 2/3 to cover applicable overhead costs directly attributable to the field overhead costs related to processing, supervising and performing, the change order work, and the remaining 1/3 to cover home office overhead costs and profit

- g. Maximum Markup Percentages Allowable on Work Performed by Lower Tier Subcontractors. With respect to pricing the portion of change order proposals involving Work performed by lower tier contractors, the maximum markup percentage allowable to the Contractor or subcontractor supervising the lower tier subcontractor's work shall not exceed five percent (5%) of the net of all approved change order work performed by all subcontractors combined for any particular change order proposal. The markup computed using the above formula shall be considered to be allocated 2/3 to cover applicable overhead costs directly attributable to the field overhead costs related to processing, supervising and performing the change order work, and the remaining 1/3 to cover home office overhead costs and profit.

- h. No Markup on Bonds and Liability Insurance Costs. Change order cost adjustments due to increases or decreases in bond or insurance costs (if applicable) shall not be subject to any markup.

- i. Direct and Indirect Costs Covered by Markup Percentages. As a further clarification, the agreed upon markup percentage set forth above is intended to cover the Contractor's profit and all indirect costs associated with the change order work. Items intended to be covered by the markup percentage include, but are not limited to: home office expenses, branch office and field office overhead expense of any kind, project management, superintendents, general foremen, estimating, engineering, coordinating, expediting, purchasing, detailing, legal, accounting, data processing or other administrative expenses, shop drawings, permits, auto insurance and umbrella insurance, pick-up truck costs, and warranty expense costs. The cost for the use of small tools is also to be considered covered by the markup percentage established above. Small

tools shall be defined as tools and equipment (power or non-power) with an individual purchase cost of less than \$750.

- j. Deduct Change Orders and Net Deduct Changes. The application of the markup percentages referenced above will apply to both additive and deductive change orders. In the case of a deductive change order, the credit will be computed by applying the sliding scale percentages as outlined above so that a deductive change order would be computed in the same manner as an additive change order. In those instances where a change involves both additive and deductive work, the additions and deductions will be netted and the markup percentage adjustments will be applied to the net amount.
- k. Contingency. In no event will any lump sum or percentage amounts for "contingency" be allowed to be added as a separate line item in change order estimates. Unknowns attributable to labor hours will be accounted for when estimating labor hours anticipated performing the work. Unknowns attributable to material scrap and waste will be estimated as part of material costs.
- l. Insurance and Bonds. In the event the Contractor has been required to furnish insurance and/or bonds as part of the base contract price, a final contract change order will be processed to account for the Contractor's net increase or decrease in insurance costs and/or bond premium costs associated with change orders to Contractor's base Contract Price.

4. Time and Materials Change Orders.

- a. General. The term Time and Materials means the sum of all costs reasonably and necessarily incurred and paid by Contractor for labor, materials, and equipment in the proper performance of Additional Work. Except as otherwise may be agreed to in writing by the District, such costs shall be in amounts no higher than those prevailing in the locality of the Project, and shall include only the following items.
- b. Timely and Final Documentation.
 - i. T&M Daily Sheets. Contractor must submit timesheets, materials invoices, records of equipment hours, and records of rental equipment hours to the District's Representative for an approval signature **each day** Additional Work is performed. Failure to get the District's Representative's approval signature each Day shall result in a waiver of Contractor's right to claim these costs. The District's Representative's signature on time sheets only serves as verification that the Work was performed and is not indicative of District's agreement to Contractor's entitlement to the cost.
 - ii. T&M Daily Summary Sheets. All documentation of incurred costs ("T&M Daily Summary Sheets") shall be submitted by Contractor within **three (3) Days** of incurring the cost for labor, material, equipment, and special services as Additional Work is performed. Contractor's actual costs shall be presented in a summary table in an electronic spreadsheet file by labor, material, equipment, and special services. Each T&M Daily Summary

Sheet shall include Contractor's actual costs incurred for the Additional Work performed that day and a cumulative total of Contractor's actual costs incurred for the Additional Work. Contractor's failure to provide a T&M Daily Summary Sheet showing a total cost summary within three (3) Days but within five (5) Days of performance of the Work will result in the Contractor's otherwise allowable overhead and profit being reduced by 50% for that portion of Additional Work which was not documented in a timely manner. Contractor's failure to submit the T&M Daily Summary Sheet within five (5) Days of performance of the Work will result in a total waiver of Contractor's right to claim these costs.

- iii. T&M Total Cost Summary Sheet. Contractor shall submit a T&M Total Cost Summary Sheet, which shall include total actual costs, within **seven (7) Days** following completion of District approved Additional Work. Contractor's total actual cost shall be presented in a summary table in an electronic spreadsheet file by labor, material, equipment, and special services. Contractor's failure to submit the T&M Total Cost Summary Sheet within seven (7) Days of completion of the Additional Work will result in Contractor's waiver for any reimbursement of any costs associated with the T&M Summary Sheets or the performance of the Additional Work.
- c. Labor. The Contractor will be paid the cost of labor for the workers used in the actual and direct performance of the Work. The cost of labor will be the sum of the actual wages paid (which shall include any employer payments to or on behalf of the workers for health and welfare, pension, vacation, and similar purposes) substantiated by timesheets and certified payroll for wages prevailing for each craft or type of workers performing the Additional Work at the time the Additional Work is done, and the labor surcharge set forth in the Department of Transportation publication entitled *Labor Surcharge and Equipment Rental Rates*, which is in effect on the date upon which the Work is accomplished and which is a part of the Contract. The labor surcharge shall constitute full compensation for all payments imposed by Federal, State, or local laws and for all other payments made to, or on behalf of, the workers, other than actual wages.
- i. Equipment Operator Exception. Labor costs for equipment operators and helpers shall be paid only when such costs are not included in the invoice for equipment rental.
 - ii. Foreman Exception. The labor costs for foremen shall be proportioned to all of their assigned work and only that applicable to the Additional Work shall be paid. Indirect labor costs, including, without limitation, the superintendent, project manager, and other labor identified in the Contract Documents will be considered Overhead.
- d. Materials. The cost of materials reported shall be itemized at invoice or lowest current price at which materials are locally available and delivered to the Project site in the quantities involved, plus the cost of sales tax, freight, delivery, and storage.

- i. Trade discounts available to the purchaser shall be credited to the District notwithstanding the fact that such discounts may not have been taken by Contractor.
- ii. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the District's Representative.
- iii. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on Additional Work items or the current wholesale price for such materials delivered to the Project site, whichever price is lower.
- iv. If, in the opinion of the District's Representative, the cost of materials is excessive, or Contractor does not furnish satisfactory evidence of the cost of such materials, then the cost shall be deemed to be the lowest current wholesale price for the total quantity concerned delivered to the Project site less trade discounts.
- v. The District reserves the right to furnish materials for the Additional Work and no Claim shall be allowed by Contractor for costs of such materials or Indirect Costs or profit on District furnished materials.

e. Equipment.

- i. Rental Time. The rental time to be paid for equipment on the Project site shall be the time the equipment is in productive operation on the Additional Work being performed and, in addition, shall include the time required to move the equipment to the location of the Additional Work and return it to the original location or to another location requiring no more time than that required to return it to its original location; except that moving time will not be paid if the equipment is used on other than the Additional Work, even though located at the site of the Additional Work.
 - (a) Rental Time Not Allowed. Rental time will not be allowed while equipment is inoperative due to breakdowns.
 - (b) Computation Method. The following shall be used in computing the rental time of equipment on the Project site.
 - (i) When hourly rates are paid, any part of an hour less than 30 minutes of operation shall be considered to be 1/2-hour of operation, and any part of an hour in excess of 30 minutes will be considered one hour of operation.
 - (ii) When daily rates are paid, any part of a day less than 4 hours operation shall be considered to be 1/2-day of operation, and any part of an hour in excess of 4 hours will be considered one day of operation.

- ii. Rental Rates. Contractor will be paid for the use of equipment at the lesser of (i) the actual rental rate, or (ii) the rental rate listed for that equipment in the California Department of Transportation publication entitled *Labor Surcharge and Equipment Rental Rates*, which is in effect on the date upon which the Contract was executed. Such rental rates will be used to compute payments for equipment whether the equipment is under Contractor's control through direct ownership, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each item of equipment shall be the rate (i.e., daily, monthly) resulting in the least total cost to the District for the total period of use. If it is deemed necessary by Contractor to use equipment not listed in the publication, an equitable rental rate for the equipment will be established by the District's Representative. Contractor may furnish cost data which might assist the District's Representative in the establishment of the rental rate.

- iii. Contractor-Owned Equipment.
 - (a) For Contractor-owned equipment, the allowed equipment rental rate will be limited to the monthly equipment rental rate using a utilization rate of 173 hours per month.

 - (b) For Contractor-owned equipment, the rental time to be paid for equipment on the Site shall be the time the equipment is in productive operation, unless, in the instance of standby time, the equipment could be actively used by Contractor on another project, then District shall pay for the entirety of the time the equipment is on Site. It shall be Contractor's burden to demonstrate to the District that the equipment could be actively used on another project.

- iv. All equipment shall, in the opinion of the District's Representative, be in good working condition and suitable for the purpose for which the equipment is to be used.

- v. Before construction equipment is used on the Additional Work, Contractor shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the District's Representative, in duplicate, a description of the equipment and its identifying number and the scheduled Additional Work activities planned.

- vi. Unless otherwise specified, manufacturer's rating and manufacturer approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

- f. Special Services. Special work or services are defined as that Additional Work characterized by extraordinary complexity, sophistication, or innovation or a combination of the foregoing attributes which are unique to the construction industry.

- i. Invoices for Special Services. When the District's Representative and Contractor determine that a special service is required which cannot be performed by the forces of Contractor or those of any of its Subcontractors, the special service may be performed by an entity especially skilled in the Additional Work. Invoices for special services based upon the current fair market value thereof may be accepted without complete itemization of labor, material, and equipment rental costs, after validation of market values by the District's Representative.
 - ii. Discount and Allowance. All invoices for special services will be adjusted by deducting all trade discounts offered or available, whether the discounts were taken or not. In lieu of Overhead and Profit specified herein, a total allowance not to exceed fifteen percent (15%) for Overhead and Profit will be added to invoices for Special Services.
 - iii. When the District determines, in its sole discretion, that competitive bidding is necessary for certain special services, Contractor shall solicit competitive bids for those special services.
- g. Excluded Costs. The term Time and Material shall not include any of the following costs or any other home or field office overhead costs, all of which are to be considered administrative costs covered by Contractor's allowance for Overhead and Profit.
- i. Overhead Cost. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, timekeepers, clerks, and other personnel employed by Contractor whether at the Site or in Contractor's principal office or any branch office, material yard, or shop for general administration of the Additional Work;
 - ii. Office Expenses. Expenses of Contractor's principal and branch offices;
 - iii. Capital Expenses. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Additional Work and charges against Contractor for delinquent payments;
 - iv. Negligence. Costs due to the negligence of Contractor or any Subcontractor or Supplier, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including without limitation the correction of Defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property;
 - v. Other. Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in the Contract Documents;
 - vi. Small Tools. Cost of small tools valued at less than \$1,000 and that remain the property of Contractor;

- vii. Administrative Costs. Costs associated with the preparation of Change Orders (whether or not ultimately authorized), cost estimates, or the preparation or filing of Claims;
 - viii. Anticipated Lost Profits. Expenses of Contractor associated with anticipated lost profits or lost revenues, lost income or earnings, lost interest on earnings, or unpaid retention;
 - ix. Home Office Overhead. Costs derived from the computation of a “home office overhead” rate by application of the *Eichleay, Allegheny*, burden fluctuation, or other similar methods;
 - x. Special Consultants and Attorneys. Costs of special consultants or attorneys, whether or not in the direct employ of Contractor, employed for services specifically related to the resolution of a Claim, dispute, or other matter arising out of or relating to the performance of the Additional Work.
- h. Overhead, Profit and Other Charges. The mark-up for overhead (including supervision) and profit on work added to the Contract shall be according to the following:
- i. “Net Cost” is defined as consisting of costs of labor, materials, and tools and equipment only excluding overhead and profit. The costs of applicable insurance and bond premium will be reimbursed to the Contractor and subcontractors at cost only, without mark-up. Contractor shall provide District with documentation of the costs, including, but not limited to, payroll records, invoices, and such other information as District may reasonably request.
 - ii. For Work performed by the Contractor’s forces, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the Net Cost of the Work.
 - iii. For Work performed by a subcontractor, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the subcontractor’s Net Cost of the Work to which the Contractor may add five percent (5%) of the subcontractor’s Net Cost.
 - iv. For Work performed by a sub-subcontractor, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the sub-subcontractor’s Net Cost for Work to which the subcontractor and general contractor may each add an additional five percent (5%) of the Net Cost of the lower tier subcontractor.
 - v. No additional mark-up will be allowed for lower tier subcontractors, and in no case shall the added cost for overhead and profit payable by District exceed twenty-five percent (25%) of the Net Cost as defined herein, of the party that performs the Work.

5. All of the following costs are included in the markups for overhead and profit described above, and Contractor shall not receive any additional compensation for: Submittals, drawings, field drawings, Shop Drawings, including submissions of drawings; field inspection; General Superintendence; General administration and preparation of cost proposals, schedule analysis, Change Orders, and other supporting documentation; computer services; reproduction services; Salaries of project engineer, superintendent, timekeeper, storekeeper, and secretaries; Janitorial services; Small tools, incidentals and consumables; Temporary On-Site facilities (Offices, Telephones, High Speed Internet Access, Plumbing, Electrical Power, Lighting; Platforms, Fencing, Water), Jobsite and Home office overhead or other expenses; vehicles and fuel used for work otherwise included in the Contract Documents; Surveying; Estimating; Protection of Work; Handling and disposal fees; Final Cleanup; Other Incidental Work; Related Warranties; insurance and bond premiums.
6. For added or deducted Work by subcontractors, the Contractor shall furnish to the District the subcontractor's signed detailed record of the cost of labor, material and equipment, including the subcontractor markup for overhead and profit. The same requirement shall apply to sub-subcontractors
7. For added or deducted work furnished by a vendor or supplier, the Contractor shall furnish to the District a detailed record of the cost to the Contractor, signed by such vendor or supplier.
8. Any change in the Work involving both additions and deletions shall indicate a net total cost, including subcontracts and materials. Allowance for overhead and profit, as specified herein, shall be applied if the net total cost is an increase in the Contract Price; overhead and profit allowances shall not be applied if the net total cost is a deduction to the Contract Price. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was executed.
9. Contractor shall not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond what is stated in the Change Order for Work. No claims shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or clarifications. The Contractor may not change or modify the District's change order form in an attempt to reserve additional rights.
10. If the District disagrees with the proposal submitted by Contractor, it will notify the Contractor and the District will provide its opinion of the appropriate price and/or time extension. If the Contractor agrees with the District, a Change Order will be issued by the District. If no agreement can be reached, the District shall have the right to issue a unilateral Change Order setting forth its determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. Such determination shall become final and binding if the Contractor fails to submit a claim in writing to the District within fifteen (15) Days of the issuance of the unilateral Change Order, disputing the terms of the unilateral Change Order, and providing such supporting documentation for its position as the District may require.

C. Change of Contract Times.

1. The Contract Times may only be changed by a Change Order.
2. All changes in the Contract Price and/or adjustments to the Contract Times related to each change shall be included in Contractor's COR pursuant to this Article. No cost or time will be allowed for cumulative effects of multiple changes. All Change Orders must state that the Contract Time is not changed or is either increased or decreased by a specific number of days. Failure to include a change to time shall waive any change to the time unless the parties mutually agree in writing to postpone a determination of the change to time resulting from the Change Order.
3. Notice of the amount of the request for adjustment in the Contract Times with supporting data shall be delivered within seven (7) Days after such start of occurrence, unless District's Representative allows an additional period of time to ascertain more accurate data in support of the request. No extension of time or additional compensation shall be given for a delay if the Contractor failed to give notice in the manner and within the time prescribed.
4. District may elect, at District's sole discretion, to grant an extension in Contract Times, without Contractor's request, because of delays or other factors.
5. Use of Float and Critical Path.
 - a. Float is for the benefit of the Project. Float shall not be considered for the exclusive use or benefit of either the District or the Contractor.
 - b. Contractor shall not be entitled to compensation, and District will not compensate Contractor, for delays which impact early completion. Any difference in time between the Contractor's early completion and the Contract Time shall be considered a part of the Project float.
6. Contractor's entitlement to an extension of the Contract Times is limited to a District-caused extension of the critical path, reduced by the Contractor's concurrent delays, and established by a proper time impact analysis. No time extension shall be allowed unless, and then only to the extent that, the District-caused delay extends the critical path beyond the previously approved Contract Time. If approved, the increase in time required to complete the Work shall be added to the Contract Time.
 - a. Contractor shall not be entitled to an adjustment in the Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.
 - b. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, pandemic, abnormal weather conditions (as determined by the District), Acts of God, acts or failures to act of utility owners not under the control of District, or other causes not the fault of and beyond control of District and Contractor, then Contractor shall be entitled to an time extension when the

Work stopped is on the critical path. Such a non-compensable adjustment shall be Contractor's sole and exclusive remedy for such delays. Contractor must submit a timely request in accordance with the requirements of this Article.

c. Utility-Related Delays.

- i. Contractor shall immediately notify in writing the utility owner and District's Representative of its construction schedule and any subsequent changes in the construction schedule which will affect the time available for protection, removal, or relocation of utilities. Requests for extensions of time arising out of utility relocation or repair delays shall be filed in accordance with this Article.
- ii. Contractor shall not be entitled to damages or additional payment for delays attributable to utility relocations or alterations if correctly located, as noted in the Contract Documents or by the Underground Service Alert survey.

7. Content for Requests for Contract Extension. Contractor's justification for entitlement shall be clear and complete citing specific Contract Document references and reasons on which Contractor's entitlement is based. At a minimum, each request for a time extension must include:

- a. Each request for an extension of Contract Time must identify the impacting event, in narrative form, providing a description of the delay event and sufficient justification as to why the Contractor is entitled to a time extension. Contractor must demonstrate that the delay arises from unforeseeable causes beyond the control and without the fault or negligence of both Contractor and any Subcontractors or Suppliers, or any other persons or organizations employed by any of them or for whose acts any of them may be liable, and that such causes in fact lead to performance or completion of the Work, or specified part in question, beyond the corresponding Contract Times, despite Contractor's reasonable and diligent actions to guard against those effects.
- b. Each request for an extension of Contract Time must include a time impact analysis in CPM format, using the Contemporaneous Impacted As-Planned Schedule Analysis to calculate the impact of the delay event.

8. No Damages for Reasonable Delay.

- a. District's liability to Contractor for delays for which District is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall District be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs.
- b. Damages caused by unreasonable District delay that impact the critical path, including delays caused by items that are the responsibility of the District pursuant to Government Code section 4215, shall be compensated at the Daily

Rate established in the Special Conditions. No other calculations, proportions or formulas shall be used to calculate any delay damages.

- c. District and District's Representative, and the officers, members, partners, employees, agents, consultants, or subcontractors of each of them, shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
9. Contractor's failure, neglect, or refusal to comply with the requirements of the Contract Documents, or any portion thereof, shall bar Contractor's request for extensions of the Contract Times. Such failure, neglect, or refusal prejudices District's and District's Representative's ability to recognize and mitigate delay, and such failure, neglect, or refusal prevent the timely analysis of requests for extensions of Contract Times, and whether such extensions may be warranted. Contractor hereby waives all rights to extensions of Contract Times due to delays or accelerations that result from or occur during periods of time for which Contractor fails, neglects, or refuses to fully comply with the requirements of this Article.

ARTICLE 45. FINAL ACCEPTANCE AND PAYMENT

- A. The acceptance of the Work on behalf of the District will be made by the Engineer. Such acceptance by the District shall not constitute a waiver of defects. When the Work has been accepted there shall be paid to Contractor a sum equal to the contract price less any amounts previously paid Contractor and less any amounts withheld by the District from Contractor under the terms of the contract. The final five percent (5%), or the percentage specified in the notice inviting bids where the District has adopted a finding of substantially complete, shall not become due and payable until five (5) calendar days shall have elapsed after the expiration of the period within which all claims may be filed under the provisions of Civil Code section 9356. If the Contractor has placed securities with the District as described herein, the Contractor shall be paid a sum equal to one hundred percent (100%) of the contract price less any amounts due the District under the terms of the Contract.
- B. Unless Contractor advises the District in writing prior to acceptance of the final five percent (5%) or the percentage specified in the notice inviting bids where the District has adopted a finding of substantially complete, or the return of securities held as described herein, said acceptance shall operate as a release to the District of all claims and all liability to Contractor for all things done or furnished in connection with this work and for every act of negligence of the District and for all other claims relating to or arising out of this work. If Contractor advises the District in writing prior to acceptance of final payment or return of the securities that there is a dispute regarding the amount due the Contractor, the District may pay the undisputed amount contingent upon the Contractor furnishing a release of all undisputed claims against the District with the disputed claims in stated amounts being specifically excluded by Contractor from the operation of the release. No payments, however, final or otherwise, shall operate to

release Contractor or its sureties from the Faithful Performance Bond, Labor and Material Payment Bond, or from any other obligation under this contract.

- C. In case of suspension of the contract any unpaid balance shall be and become the sole and absolute property of the District to the extent necessary to repay the District any excess in the cost of the Work above the contract price.
- D. Final payment shall be made no later than 60 days after the date of acceptance of the Work by the District or the date of occupation, beneficial use and enjoyment of the Work by the District including any operation only for testing, start-up or commissioning accompanied by cessation of labor on the Work, provided that a release of liens and claims has been received from the Contractor pursuant to Civil Code section 8136. In the event of a dispute between the District and the Contractor, the District may withhold from the final payment an amount not to exceed 150% of the disputed amount.
- E. Within ten (10) calendar days from the time that all or any portion of the retention proceeds are received by Contractor, Contractor shall pay each of its subcontractors from whom retention has been withheld each subcontractor's share of the retention received. However, if a retention payment received by Contractor is specifically designated for a particular subcontractor, payment of the retention shall be made to the designated subcontractor if the payment is consistent with the terms of the subcontract.

ARTICLE 46. OCCUPANCY

The District reserves the right to occupy or utilize any portion of the Work at any time before completion, and such occupancy or use shall not constitute acceptance of any part of Work covered by this Contract. This use shall not relieve the Contractor of its responsibilities under the Contract.

ARTICLE 47. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall immediately defend (with counsel of the District's choosing), indemnify and hold harmless the District, officials, officers, agents, employees, and representatives, and each of them from and against:

- A. Any and all claims, demands, causes of action, costs, expenses, injuries, losses or liabilities, in law or in equity, of every kind or nature whatsoever, but not limited to, injury to or death, including wrongful death, of any person, and damages to or destruction of property of any person, arising out of, related to, or in any manner directly or indirectly connected with the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses, however caused, regardless of whether the allegations are false, fraudulent, or groundless, and regardless of any negligence of the District or its officers, employees, or authorized volunteers (including passive negligence), except the sole negligence or willful misconduct or active negligence of the District or its officials, officers, employees, or authorized volunteers.

- B. Contractor's defense and indemnity obligation herein includes, but is not limited to damages, fines, penalties, attorney's fees and costs arising from claims under the Americans with Disabilities Act (ADA) or other federal or state disability access or discrimination laws arising from Contractor's Work during the course of construction of the improvements or after the Work is complete, as the result of defects or negligence in Contractor's construction of the improvements.
- C. Any and all actions, proceedings, damages, costs, expenses, fines, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor;
- D. Any and all losses, expenses, damages (including damages to the Work itself), attorney's fees, and other costs, including all costs of defense which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of Contractor's obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorney's fees, incurred by the indemnified parties in any lawsuit to which they are a party.

Contractor shall immediately defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the District, its officials, officers, agents, employees and representatives. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the District, its officials, officers, employees, agents, employees and representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse the District, its officials, officers, agents, employees and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code section 2782.

ARTICLE 48. PROCEDURE FOR RESOLVING DISPUTES

Contractor shall timely comply with all notices and requests for changes to the Contract Time or Contract Price, including but not limited to all requirements of Article 44, Changes and Extra Work, as a prerequisite to filing any claim governed by this Article. The failure to timely submit a notice of delay or notice of change, or to timely request a change to the Contract Price or Contract Time, or to timely provide any other notice or request required herein shall constitute a waiver of the right to further pursue the claim under the Contract or at law.

- A. **Intent.** Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Article is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Article shall be construed to be consistent with said statutes.
- B. **Claims.** For purposes of this Article, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with Article 44 "Changes and Extra Work" has been denied by the District, for (A) a time extension,

(B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the District. Claims governed by this Article may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the procedures contained in Article 44, Changes and Extra Work, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Article must be filed no later than the date of final payment. The claim shall be submitted in writing to the District and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing herein is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

C. Supporting Documentation. The Contractor shall submit all claims in the following format:

1. Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made
2. List of documents relating to claim:
 - a. Specifications
 - b. Drawings
 - c. Clarifications (Requests for Information)
 - d. Schedules
 - e. Other
3. Chronology of events and correspondence
4. Analysis of claim merit
5. Analysis of claim cost
6. Time impact analysis in CPM format
7. If Contractor's claim is based in whole or in part on an allegation of errors or omissions in the Drawings or Specifications for the Project, Contractor shall provide a summary of the percentage of the claim subject to design errors or omissions and shall obtain a certificate of merit in support of the claim of design errors and omissions.

- D. **District's Response.** Upon receipt of a claim pursuant to this Article, District shall conduct a reasonable review of the claim and, within a period not to exceed 45 Days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 Days after the District issues its written statement.
1. If the District needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the District's governing body does not meet within the 45 Days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the District shall have up to three Days following the next duly publicly noticed meeting of the District's governing body after the 45-Day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.
 2. Within 30 Days of receipt of a claim, the District may request in writing additional documentation supporting the claim or relating to defenses or claims the District may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of District and the Contractor. The District's written response to the claim, as further documented, shall be submitted to the Contractor within 30 Days (if the claim is less than \$15,000, within 15 Days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.
- E. **Meet and Confer.** If the Contractor disputes the District's written response, or the District fails to respond within the time prescribed, the Contractor may so notify the District, in writing, either within 15 Days of receipt of the District's response or within 15 Days of the District's failure to respond within the time prescribed, respectively, and demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the District shall schedule a meet and confer conference within 30 Days for settlement of the dispute.
- F. **Mediation.** Within 10 business Days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the District shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 Days after the District issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the District and the Contractor sharing the associated costs equally. The District and Contractor shall mutually agree to a mediator within 10 business Days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.
1. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard

to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

2. For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
3. Unless otherwise agreed to by the District and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.
4. The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

G. Procedures After Mediation. If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code prior to initiating litigation. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

H. Civil Actions. The following procedures are established for all civil actions filed to resolve claims of \$375,000 or less:

1. Within 60 Days, but no earlier than 30 Days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of this Contract. The mediation process shall provide for the selection within 15 Days by both parties of a disinterested third person as mediator, shall be commenced within 30 Days of the submittal, and shall be concluded within 15 Days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
2. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be

experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

- I. **Government Code Claims.** In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra Work, disputed Work, construction claims and/or changed conditions, the Contractor must comply with the claim procedures set forth in Government Code Sections 900, et seq. prior to filing any lawsuit against the District. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra Work, disputed Work, construction claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the District may be filed. **A Government Code claim must be filed no earlier than the date the Work is completed or the date the Contractor last performs Work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.**
- J. **Non-Waiver.** The District's failure to respond to a claim from the Contractor within the time periods described in this Article or to otherwise meet the time requirements of this Article shall result in the claim being deemed rejected in its entirety.

ARTICLE 49. DISTRICT'S RIGHT TO TERMINATE CONTRACT

A. Termination for Cause by the District:

1. In the sole estimation of the District, if the Contractor refuses or fails to prosecute the Work or any separable part thereof with such diligence as will insure its completion within the time specified by the Contract Documents, or any extension thereof, or fails to complete such Work within such time, or if the Contractor should be adjudged a bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or the Contractor or any of its subcontractors should violate any of the provisions of this Contract, the District may serve written notice upon the Contractor and its Surety of the District's intention to terminate this Contract. This notice of intent to terminate shall contain the reasons for such intention to terminate this Contract, and a statement to the effect that the Contractor's right to perform this Contract shall cease and terminate upon the expiration of ten (10) calendar days unless such violations have ceased and arrangements satisfactory to the District have been made for correction of said violations.
2. In the event that the District serves such written notice of termination upon the Contractor and the Surety, the Surety shall have the right to take over and perform the Contract. If the Surety does not: (1) give the District written notice of Surety's intention to take over and commence performance of the Contract within 15 calendar days of the District's service of said notice of intent to terminate upon Surety; and (2) actually commence performance of the Contract within 30 calendar

days of the District's service of said notice upon Surety; then the District may take over the Work and prosecute the same to completion by separate contract or by any other method it may deem advisable for the account and at the expense of the Contractor.

3. In the event that the District elects to obtain an alternative performance of the Contract as specified above: (1) the District may, without liability for so doing, take possession of and utilize in completion of the Work such materials, appliances, plants and other property belonging to the Contractor that are on the site and reasonably necessary for such completion (A special lien to secure the claims of the District in the event of such suspension is hereby created against any property of Contractor taken into the possession of the District under the terms hereof and such lien may be enforced by sale of such property under the direction of the District without notice to Contractor. The proceeds of the sale after deducting all expenses thereof and connected therewith shall be credited to Contractor. If the net credits shall be in excess of the claims of the District against Contractor, the balance will be paid to Contractor or Contractor's legal representatives.); and (2) Surety shall be liable to the District for any cost or other damage to the District necessitated by the District securing an alternate performance pursuant to this Article.

B. Termination for Convenience by the District:

1. The District may terminate performance of the Work called for by the Contract Documents in whole or, from time to time, in part, if the District determines that a termination is in the District's interest.
2. The Contractor shall terminate all or any part of the Work upon delivery to the Contractor of a Notice of Termination specifying that the termination is for the convenience of the District, the extent of termination, and the Effective Date of such termination.
3. After receipt of Notice of Termination, and except as directed by the District's Representative, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:
 - a. Stop Work as specified in the Notice.
 - b. Complete any Work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.
 - c. Leave the property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Document is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.
 - d. Terminate all subcontracts to the extent that they relate to the portions of the Work terminated.

- e. Place no further subcontracts or orders, except as necessary to complete the continued portion of the Contract.
 - f. Submit to the District's Representative, within ten (10) calendar days from the Effective Date of the Notice of Termination, all of the usual documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the Effective Date of the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the District's exercise of its right to terminate this Contract pursuant to this clause, which costs the contractor is authorized under the Contract documents to incur, shall: (1) be submitted to and received by the Engineer no later than 30 calendar days after the Effective Date of the Notice of Termination; (2) describe the costs incurred with particularity; and (3) be conspicuously identified as "Termination Costs occasioned by the District's Termination for Convenience."
4. Termination of the Contract shall not relieve Surety of its obligation for any just claims arising out of or relating to the Work performed.
5. In the event that the District exercises its right to terminate this Contract pursuant to this clause, the District shall pay the Contractor, upon the Contractor's submission of the documentation required by this clause and other applicable provisions of the Contract Documents, the following amounts:
- a. All actual reimbursable costs incurred according to the provisions of this Contract.
 - b. A reasonable allowance for profit on the cost of the Work performed, provided Contractor establishes to the satisfaction of the District's Representative that it is reasonably probable that Contractor would have made a profit had the Contract been completed and provided further, that the profit allowed shall in no event exceed fifteen (15%) percent of the costs.
 - c. A reasonable allowance for Contractor's administrative costs in determining the amount payable due to termination of the Contract under this Article.
- C. Notwithstanding any other provision of this Article, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, the District may immediately order Contractor to cease Work on the Project until such safety or liability issues are addressed to the satisfaction of the District or the Contract is terminated.
- D. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Contractor shall not be entitled to payment for unperformed Work including, without limitation, any overhead and profit on the portion of the Work that is terminated and shall not be entitled to damages or compensation of any kind or nature for termination of Work.

ARTICLE 50. WARRANTY AND GUARANTEE OF WORK

- A. Contractor hereby warrants that materials and Work shall be completed in conformance with the Contract Documents and that the materials and Work provided will fulfill the requirements of this Warranty. Contractor hereby agrees to repair or replace, at the discretion of the District, any or all Work that may prove to be defective in its workmanship, materials furnished, methods of installation or fail to conform to the Contract Document requirements together with any other Work which may be damaged or displaced by such defect(s) within a period of one (1) year from the date of the Notice of Completion of the Project without any expense whatever to the District, ordinary wear and tear and unusual abuse and neglect excepted. Contractor shall be required to promptly repair or replace defective equipment or materials, at Contractor's option. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor.
- B. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one (1) year period, commencing with the date of acceptance of such corrected Work. The reinstatement of the one (1) year warranty shall apply only to that portion of work that was corrected. Contractor shall perform such tests as District may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. In the event of Contractor's failure to comply with the above-mentioned conditions within ten (10) calendar days after being notified in writing of required repairs, to the reasonable satisfaction of the District, the District shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the District for any expenses incurred hereunder immediately upon demand.
- C. In addition to the warranty set forth in this Article, Contractor shall obtain for District all warranties that would be given in normal commercial practice and assign to District any and all manufacturer's or installer's warranties for equipment or materials not manufactured by Contractor and provided as part of the Work, to the extent that such third-party warranties are assignable and extend beyond the warranty period set forth in this Article. Contractor shall furnish the District with all warranty and guarantee documents prior to final Acceptance of the Project by the District as required.
- D. When specifically indicated in the Contract Documents or when directed by the Engineer, the District may furnish materials or products to the Contractor for installation. In the event any act or failure to act by Contractor shall cause a warranty applicable to any materials or products purchased by the District for installation by the Contractor to be voided or reduced, Contractor shall indemnify District from and against any cost, expense, or other liability arising therefrom, and shall be responsible to the District for the cost of any repairs, replacement or other costs that would have been covered by the warranty but for such act or failure to act by Contractor.
- E. The Contractor shall remedy at its expense any damage to District-owned or controlled real or personal property.

- F. The District shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall within ten (10) calendar days after being notified commence and perform with due diligence all necessary Work. If the Contractor fails to promptly remedy any defect, or damage; the District shall have the right to replace, repair or otherwise remedy the defect, or damage at the Contractor's expense.
- G. In the event of any emergency constituting an immediate hazard to health, safety, property, or licensees, when caused by Work of the Contractor not in accordance with the Contract requirements, the District may undertake at Contractor's expense, and without prior notice, all Work necessary to correct such condition.
- H. Acceptance of Defective Work.
1. If, instead of requiring correction or removal and replacement of Defective Work, the District prefers to accept it, District may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to District's evaluation of and determination to accept such Defective Work and for the diminished value of the Work.
 2. If any acceptance of defective work occurs prior to release of the Project Retention, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and District shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work and all costs incurred by District.
 3. If the Project Retention is held in an escrow account as permitted by the Contract Documents, Contractor will promptly alert the escrow holder, in writing, of the amount of Retention to be paid to District.
 4. If the acceptance of Defective Work occurs after release of the Project Retention, an appropriate amount will be paid by Contractor to District.
- I. District May Correct Defective Work.
1. If Contractor fails within a reasonable time after written notice from District's Representative to correct Defective Work, or to remove and replace rejected Work as required by District, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, District may, after seven (7) Days' written notice to Contractor, correct, or remedy any such deficiency.
 2. In connection with such corrective or remedial action, District may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which District has paid Contractor but which are stored elsewhere. Contractor shall allow

District and District's Representative, and the agents, employees, other contractors, and consultants of each of them, access to the Site to enable District to exercise the rights and remedies to correct the Defective Work.

3. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by District correcting the Defective Work will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions into the Contract Documents with respect to the Work; and District shall be entitled to an appropriate decrease in the Contract Price.
 4. Such claims, costs, losses and damages will include, but not be limited to, all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Defective Work.
 5. If the Change Order is executed after all payments under the Contract have been paid by District and the Project Retention is held in an escrow account as permitted by the Contract Documents, Contractor will promptly alert the escrow holder, in writing, of the amount of Retention to be paid to District.
 6. If the Change Order is executed after release of the Project Retention, an appropriate amount will be paid by Contractor to District.
 7. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to District correcting Defective work.
- J. Nothing in the Warranty or in the Contract Documents shall be construed to limit the rights and remedies available to District at law or in equity, including, but not limited to, Code of Civil Procedure section 337.15.

ARTICLE 51. DOCUMENT RETENTION & EXAMINATION

- A. In accordance with Government Code section 8546.7, records of both the District and the Contractor shall be subject to examination and audit by the State Auditor General for a period of three (3) years after final payment.
- B. Contractor shall make available to the District any of the Contractor's other documents related to the Project immediately upon request of the District.
- C. In addition to the State Auditor rights above, the District shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the modification in order to evaluate the accuracy and completeness of the cost or pricing data at no additional cost to the District, for a period of four (4) years after final payment.

ARTICLE 52. SEPARATE CONTRACTS

- A. The District reserves the right to let other contracts in connection with this Work or on the Project site. Contractor shall permit other contractors reasonable access and storage of their materials and execution of their work and shall properly connect and coordinate its Work with theirs.
- B. To ensure proper execution of its subsequent Work, Contractor shall immediately inspect work already in place and shall at once report to the Engineer any problems with the Work in place or discrepancies with the Contract Documents.
- C. Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by the District in prosecution of the Project to the end that Contractor may perform this Contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at site of the Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project. If simultaneous execution of any contract for the Project is likely to cause interference with performance of some other contract or contracts, the Engineer shall decide which Contractor shall cease Work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously. The District shall not be responsible for any damages suffered or for extra costs incurred by Contractor resulting directly or indirectly from award, performance, or attempted performance of any other contract or contracts on the Project site.

ARTICLE 53. NOTICE AND SERVICE THEREOF

All notices shall be in writing and either served by personal delivery or mailed to the other party as designated in the Bid Forms. Written notice to the Contractor shall be addressed to Contractor's principal place of business unless Contractor designates another address in writing for service of notice. Notice to District shall be addressed to the District as designated in the Notice Inviting Bids unless District designates another address in writing for service of notice. Notice shall be effective upon receipt or five (5) calendar days after being sent by first class mail, whichever is earlier. Notice given by facsimile shall not be effective unless acknowledged in writing by the receiving party.

ARTICLE 54. NOTICE OF THIRD PARTY CLAIMS

Pursuant to Public Contract Code section 9201, the District shall provide the Contractor with timely notification of the receipt of any third-party claims relating to the Contract. The District is entitled to recover reasonable costs incurred in providing such notification.

ARTICLE 55. STATE LICENSE BOARD NOTICE

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento,

ARTICLE 56. INTEGRATION

- A. **Oral Modifications Ineffective.** No oral order, objection, direction, claim or notice by any party or person shall affect or modify any of the terms or obligations contained in the Contract Documents.
- B. **Contract Documents Represent Entire Contract.** The Contract Documents represent the entire agreement of the District and Contractor.

ARTICLE 57. ASSIGNMENT OF CONTRACT

Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the rights or title of interest of any or all of this contract without the prior written consent of the District. Any assignment or change of Contractor's name or legal entity without the written consent of the District shall be void. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or Material supplied for performance of Work called for under the Contract Documents in favor of all persons, firms, or corporations rendering such services or supplying such Materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure or the Government Code.

ARTICLE 58. CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY

Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the District in order that proper steps may be taken to have the change reflected on the Contract and all related documents. No change of Contractor's name or nature will affect District's rights under the Contract, including but not limited to the bonds.

ARTICLE 59. ASSIGNMENT OF ANTITRUST ACTIONS

Pursuant to Public Contract Code section 7103.5, in entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or subcontractor offers and agrees to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC, Section 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 the purchase of goods, services, or materials pursuant to this contract or any subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.

ARTICLE 60. PROHIBITED INTERESTS

No District official or representative who is authorized in such capacity and on behalf of the District to negotiate, supervise, make, accept, or approve, or to take part in negotiating, supervising, making, accepting or approving any engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the project, shall be or become directly or indirectly interested financially in the Contract.

ARTICLE 61. CONTROLLING LAW

Notwithstanding any subcontract or other contract with any subcontractor, supplier, or other person or organization performing any part of the Work, this Contract shall be governed by the law of the State of California excluding any choice of law provisions.

ARTICLE 62. JURISDICTION; VENUE

Contractor and any subcontractor, supplier, or other person or organization performing any part of the Work agrees that any action or suits at law or in equity arising out of or related to the bidding, award, or performance of the Work shall be maintained in the Superior Court of Sonoma County, California, and expressly consent to the jurisdiction of said court, regardless of residence or domicile, and agree that said court shall be a proper venue for any such action.

ARTICLE 63. LAWS AND REGULATIONS

- A. Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct of work as indicated and specified. If Contractor observes that drawings and specifications are at variance therewith, it shall promptly notify the Engineer in writing and any necessary changes shall be adjusted as provided for in this Contract for changes in work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Engineer, it shall bear all costs arising therefrom.
- B. Contractor shall be responsible for familiarity with the Americans with Disabilities Act ("ADA") (42 U.S.C. § 12101 et seq.). The Work will be performed in compliance with ADA regulations.

ARTICLE 64. PATENTS

Contractor shall hold and save the District, officials, officers, employees, and authorized volunteers harmless from liability of any nature or kind of claim therefrom including costs and expenses for or on account of any patented or unpatented invention, article or appliance manufactured, furnished or used by Contractor in the performance of this contract.

ARTICLE 65. OWNERSHIP OF CONTRACT DOCUMENTS

All Contract Documents furnished by the District are District property. They are not to be used by Contractor or any subcontractor on other work nor shall Contractor claim any right to such documents. With exception of one complete set of Contract Documents, all documents shall be returned to the District on request at completion of the Work.

ARTICLE 66. NOTICE OF TAXABLE POSSESSORY INTEREST

In accordance with Revenue and Taxation Code section 107.6, the Contract Documents may create a possessory interest subject to personal property taxation for which Contractor will be responsible.

ARTICLE 67. SURVIVAL OF OBLIGATIONS

All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

END OF GENERAL CONDITIONS

00 73 13 – SPECIAL CONDITIONS

1.1 Engineer of Record.

- A. For purposes of this Project, the Engineer of Record or Engineer shall be: PDC Facilities, Inc. for the Modular Cassette Buildings and Smith-Karng Architecture and Subconsultants for the Sitework.

NOTE: The term “Engineer” may be used interchangeably with “Designer,” “Design Professional of Record,” and/or “Architect.” The lone term “Engineer” shall not refer or be confused with the “Owner’s Stationary Engineer(s).”

1.2 Location of the Project.

- A. The Project is located Sonoma Valley Hospital 347 Andrieux Street, Sonoma, CA 95476.
- B. The general location of the Project is shown on District Drawing No. A0.1 as prepared by Smith-Karng Architecutre and approved by City of Sonoma Planning Department.

1.3 Section Omitted

1.4 Status of the Project Area and Rights-of-Way.

- A. District, at its expense, will provide all rights-of-way or permits, or both, covering the crossing of private property and public and private rights-of-way necessary for the permanent Work; provided, however, Contractor shall, at its expense, obtain any bonds or insurance policies or pay any fees and enter into any agreements required by a controlling authority, e.g., Caltrans or Union Pacific Railroad Company, before Contractor enters upon any property or right-of-way under the jurisdiction of any such controlling authority for the purpose of performing Work.
- B. District has acquired or is negotiating to acquire any rights-of-way, or both, necessary for the permanent Work.
- C. If such permits are required, all operations of Contractor shall conform to the restrictions, regulations, and requirements set forth in said permits, copies of which will be included in the Contract Documents.
- D. Contractor may be required, as a condition for receiving final payment, to obtain, and provide District’s Representative with copies of, executed damage releases from the owners of public and private property whose property has been damaged by the Work. The damage releases will be on a form provided by District.
- E. Contractor shall, also, as a condition for receiving final payment, obtain, and provide District’s Representative with copies of, executed damage releases from the owners of certain public and private property or areas which have been crossed by the Work or otherwise affected by the Work. The damage releases will be on a form provided by District.

1.5 Site Data.

- A. The data provided herein is for the information of Contractor and is subject to all limitations and conditions set forth in the Contract Documents.
- B. Subsurface Exploration Data. The following data are included in the Project Manual:
1. NOT USED
- C. Other Site Data. The following data are included in the Project Manual:
1. Request for Quote - Modular Building MOB for MRI dated 18 April 2023
 2. Exhibit I to Request for Quote Issued 18 April 2023
 3. Exhibit II to Request for Quote Issued 18 April 2023
 4. PDC Facilities, Inc. Alternate Floorplan Titled "30'x50' PDC "TMB" for: Siemens 1.5T & 3.0T MR Systems rev 1"

Copies of these reports, drawings and other materials may be examined at District's office during regular business hours.

1.6 Pre-Purchased or Pre-Negotiated Material.

- A. District has "pre-purchased" the following equipment and/or material to be incorporated into the Project:
- Siemens Magnetom Vida XQ Gradient 3.0T MRI & Associated Equipment
 - KKT cBoxX 100 Chiller at 63kW Cooling Capacity
- B. Contractor is responsible for coordination with manufacturer and complete installation of the equipment and/or material as if Contractor had purchased it directly.

1.7 Designation of District's Representative.

- A. Unless otherwise modified by District, District's Representative shall be Vertran Associates, LLC.

1.8 Modification of Hours of Work.

- A. Hours of work inside the facility shall be 7AM to 3:30PM.
- B. Hours of work for outside activities shall adhere to 00 22 13 Supplementary Instructions to Bidders.

1.9 Project Retention

In accordance with Public Contract Code § 7201, District has approved a finding that the Project is substantially complex and will withhold 10% of each progress payment as

retention on the Project. A copy of District's finding is attached as Attachment A to the Contract Documents.

1.10 Reverse Liquidated Damages Due to Unreasonable District Delay.

A. In compliance with the provisions of California Public Contract Code § 7102, the Contractor will be compensated for damages incurred due to delays in completing the Work due solely to the fault of the District, where such delay is unreasonable under the circumstances and not contemplated by the parties and such delay is not the result of Additional Work. The Contractor and District agree that determining actual damages is impracticable and extremely difficult. As such, the Contractor shall be entitled to the appropriate time extension and to payment of liquidated damages in the sum of **\$500.00** per Day of delay in excess of the time specified for the Completion of the Work. Such amount shall constitute the only payment allowed and shall necessarily include all overhead (direct or indirect), all profit, all administrative costs, all bond costs, all labor, materials, equipment and rental costs, and any other costs, expenses and fees incurred or sustained as a result of such delay. The Contractor expressly agrees to be limited solely to the liquidated damages for all such delays as defined in this subsection.

1.11 Liquidated Damages Due to Contractor Delay.

A. Time is of the essence. Should Contractor fail to complete all or any part of the Work within the time specified in the Contract Documents, District will suffer damage, the amount of which is difficult, if not impossible, to ascertain and, pursuant to the authority of Government Code section 53069.85, District shall therefore be entitled to **\$1,500.00** per Day as liquidated damages for each Day or part thereof that actual completion extends beyond the time specified.

B. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent District, in case of Contractor's default, from terminating the Contractor.

1.12 Utility Outages – Notices to Residents.

A. Should Contractor's operations require interruption of any utility service, Contractor shall notify District at least ten (10) Days prior to the scheduled outage. Contractor will notify all impacted residents on a form provided by District at least seven (7) Days prior to the scheduled outage.

B. Contractor shall be responsible for providing, at its cost, any temporary utility or facilities necessitated by the utility outage.

1.13 Schedule Constraints.

NOT USED.

1.14 Noise Restrictions

- A. Contractor shall use only such equipment on the Work and in such state of repair so that the emission of sound therefrom is within the noise tolerance level of that equipment as established by Cal/OSHA.
- B. Contractor shall comply with the most restrictive of the following: (1) local sound control and noise level rules, regulations and ordinances and (2) the requirements contained in these Contract Documents, including hours of operation requirements.
- C. No internal combustion engine shall be operated on the Project without a muffler of the type recommended by the manufacturer. Should any muffler or other control device sustain damage or be determined to be ineffective or defective, the Contractor shall promptly remove the equipment and shall not return said equipment to the job until the device is repaired or replaced. Said noise and vibration level requirements shall apply to all equipment on the job or related to the job, including but not limited to, trucks, transit mixers or transit equipment that may or may not be owned by the Contractor.

1.15 Safety Programs.

NOT USED.

1.16 Coordination with Other Contractors.

- A. In addition to the Contract requirements relating to other work at the Site, District anticipates that other contractors will be performing work within the Site. Specifically:

Blakeslee Electric

MicroBiz Security Company

Comtel Systems Tehcnology, Inc.

Slembrock Many Corporation

Contractor and Subcontractors Performing SITEWORK PREPARATION FOR MODULAR MEDICAL OFFICE BUILDING

Contractor and Subcontractors Performing the SVH TEMPORARY MRI SITE PREPARATION

- B. District has considered these other contractors when determining the Contract Times and no additional time or compensation will be added to the Contract due to these other contractors.

END OF SPECIAL CONDITIONS

01 00 00 – GENERAL REQUIREMENTS

PART 1 -- GENERAL

1.1 DESCRIPTION

- A. NOT USED

1.2 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- A. Refer to 00 22 13 Supplementary Instructions to Bidders.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION

3.1 LAYOUT OF WORK AND QUANTITY SURVEYS

- A. General. The Contractor shall utilize a properly licensed surveyor to perform all layout surveys required for the control and completion of the Work, and all necessary surveys to compute quantities of Work performed.

District and/or the Engineer of Record has established primary control to be used by the Contractor for establishing lines and grades required for the Work.

Primary control consists of benchmarks and horizontal control points in the vicinity of the Work. A listing and identification of the primary control is provided on the Drawings. Before beginning any layout work or construction activity, the Contractor shall check and verify primary control, and shall advise the District Representative of any discrepancies.

- B. Quantity surveys. The Contractor shall perform such surveys and computations as are necessary to determine quantities of Work performed or placed during each progress payment period, and shall perform all surveys necessary for the District Representative to determine final quantities of Work in place. The District Representative will determine final quantities based upon the survey data provided by the Contractor, and the design lines and grades. If requested by the District Representative, the Contractor shall provide an electronic copy of data used for quantity computations.

All surveys performed for measurement of final quantities of Work and material shall be subject to approval of District's Representative. Unless waived by District's Representative in each specific case, quantity surveys made by the Contractor shall be made in the presence of District's Representative.

- C. Surveying

1. Accuracy. Degree of accuracy shall be an order high enough to satisfy tolerances specified for the Work and the following:
 - (a) Right-of-way and alignment of tangents and curves shall be within 0.1 foot.
 - (b) Structure points shall be set within 0.01 foot, except where operational function of the special features or installation of metalwork and equipment require closer tolerances. When formwork has been placed and is ready for concrete, the Contractor shall check the formwork for conformance with the drawings and to ensure that the forms are sufficiently within the tolerance limits for the completed work.
 - (c) Cross-section points shall be located within 0.1 foot, horizontally and vertically.
 - (d) Aerial Mapping shall meet National Mapping Standards for 2-foot contour intervals.
- D. Records. Survey data shall be recorded in accordance with recognized professional surveying standards. Original field notes, computations, and other surveying data shall be recorded on electronic data collectors or in standard field books and must be of sufficient quality to enable the Contractor to prepare accurate record drawings as required by the Contract Documents.
- E. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required for surveys for the layout of work and quantity surveys shall be included in the Schedule of Pay Items for items of work requiring the surveys. No additional compensation shall be made to the Contractor for this Work.

3.2 SCHEDULE

- A. Estimated Schedule. Within 14 Days after the issuance of the Notice to Proceed, Contractor shall prepare a Project schedule and shall submit this to the Engineer for Approval. The receipt or Approval of any schedules by the Engineer or the District shall not in any way relieve the Contractor of its obligations under the Contract Documents. The Contractor is fully responsible to determine and provide for any and all staffing and resources at levels which allow for good quality and timely completion of the Project. Contractor's failure to incorporate all elements of Work required for the performance of the Contract or any inaccuracy in the schedule shall not excuse the Contractor from performing all Work required for a completed Project within the specified Contract time period. If the required schedule is not received by the time the first payment under the Contract is due, Contractor shall not be paid until the schedule is received, reviewed and accepted by the Engineer.
- B. Schedule Contents. The schedule shall indicate the beginning and completion dates of all phases of construction; critical path for all critical, sequential time related activities; and "float time" for all "slack" or "gaps" in the non-critical activities. The schedule shall clearly identify all staffing and other resources which in the Contractor's judgment are needed to complete the Project within the time specified for completion. The overall Project Schedule duration shall be within the Contract time.

- C. **Schedule Updates.** Contractor shall continuously update its construction schedule. Contractor shall submit an updated and accurate construction schedule to the Engineer monthly when requested to do so by Engineer. Contractor shall also submit schedules showing a three week detailed look-ahead at weekly Owner-Architect-Contractor (OAC) meetings conducted with the District. The Owner may withhold progress payments or other amounts due under the Contract Documents if Contractor fails to submit an updated and accurate construction schedule.

3.3 TEMPORARY FIELD OFFICE

- A. **Utility Services.** Contractor, at its expense, shall arrange for, develop and maintain all utilities, including but not limited to water, electric power, sewage disposal and telephone communications, at the Site to meet the requirements of the Work.

3.4 PROTECTION OF WORK AND PROPERTY

- A. All surveyed traffic detector loops, fences, walls, culverts, property line monuments, or other obstructions (except property line monuments within five (5) feet of the centerline of the mains) which are removed, damaged, or destroyed in the course of the Work, shall be replaced or repaired to the original condition. If Contractor provides the District with reasonable notice of the need for such repair or replacement, and the damage resulted from no fault of the Contractor, it shall be performed by the District. If the Contractor fails to provide the District with reasonable notice, the repair or replacement shall be performed by and at the expense of the Contractor to the satisfaction of the District, whether or not those obstructions have been shown on the Plans, unless otherwise stated herein. It is then the Contractor's responsibility to employ at its expense a Licensed Land Surveyor to restore all property line monuments located more than five (5) feet from the centerline of the mains, which are destroyed or obliterated. Property line monuments located within five (5) feet of the centerline of the mains will be replaced by the District at no expense to the Contractor, provided the District is notified at least 48 hours before the property line monuments are damaged.
- B. Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions.
- C. Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, and other adjoining property and structures, and to avoid damage thereto, and Contractor shall repair any damage thereto caused by the Work operations. Contractor shall:
 - 1. Enclose the working area with a substantial barricade including a view obstructing fabric, and arrange work to cause minimum amount of inconvenience and danger to the public.
 - 2. Provide substantial barricades around any shrubs or trees indicated to be preserved.
 - 3. Deliver materials to the Project site over a route designated by the Engineer.

4. Provide any and all dust control required and follow the Applicable air quality regulations as appropriate. If the Contractor does not comply, the District shall have the immediate authority to provide dust control and deduct the cost from payments to the Contractor.
 5. Confine Contractor's apparatus, the storage of materials, and the operations of its workers to limits required by law, ordinances, permits, or directions of the Engineer. Contractor shall not unreasonably encumber the Project site with its materials.
 6. Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed, they shall be replaced by a civil engineer or land surveyor acceptable to the District, at no cost to the District.
 7. Ensure that existing facilities, fences and other structures are all adequately protected and that, upon completion of all Work, all facilities that may have been damaged are restored to a condition acceptable to the District.
 8. Preserve and protect from injury all buildings, pole lines and all direction, warning and mileage signs that have been placed within the right-of-way.
 9. At the completion of work each day, leave the Project site in a clean, safe condition for all persons who are authorized or unauthorized to enter the Project site.
 10. Comply with any stage construction and traffic control plans. Access to residences and businesses shall be maintained at all times, unless otherwise permitted in writing by the District. Precautionary measure shall be remedied at no additional cost to Owner or delay to the schedule.
- D. These precautionary measures will apply continuously and not be limited to normal working hours. Full compensation for the Work involved in the preservation of life, safety and property as above specified shall be considered as included in the prices paid for the various contract items of Work, and no additional allowance will be made therefore.
- E. Should damage to persons or property occur as a result of the Work, Contractor shall be responsible for proper investigation, documentation, including video or photography, to adequately memorialize and make a record of what transpired. The District shall be entitled to inspect and copy any such documentation, video, or photographs.

3.5 SITE CONDITIONS SURVEYS

A. Work Included.

Contractor shall conduct thorough pre-construction and post-construction site condition surveys of the entire project area. Site Conditions surveys shall include written documentation of the conditions found, as well as photographs and video recordings of the area within at least 80 feet of any construction area and staging area.

The written notes, photographs, and video shall be suitable for forensic purposes to resolve any damage claims that may arise as a result of construction.

B. Submittals.

1. Written documentation of site condition survey at pre-construction and post-construction.
2. Photographs as described herein of pre-construction and post-construction conditions.
3. Video recordings as described herein of pre-construction and post-construction conditions.
4. Submittals shall be made within three days of the surveys. All post-construction data shall be submitted prior to the final project inspection.

C. Site Condition Written Documentation.

Written documentation shall include the time, date, and conditions under which the site survey was made. The documentation shall note the condition of structures, pavement, sidewalks, utilities, fences, and etc. within the work areas.

D. Photographs.

1. General – Contractor shall take enough photographs during each site survey to provide a record of conditions existing prior to construction and conditions after construction. Pre-construction photographs shall be taken prior to any construction or mobilization of equipment, but not more than one week prior to actual start of work. The pre-construction photographs may be staged at different times to match the progression of the Work.
2. The photographs shall document existing damage to public and private facilities, both prior to and after construction. Conditions to be documented include, but are not limited to: sidewalk cracks, broken curbs, separated property walls, improvements within public right-of-ways, access roads used, utility covers and markings, signs, pavement striping, pavement, unique or unusual conditions, adjacent driveways, landscaping, survey markers, and any feature directed by the Engineer. Private property that is adjacent to the public right-of-way shall be documented to the extent visible from the public right-of-way.
3. Photographs shall include items to indicate scale, as needed. In particular, scales or other items shall be laid next to close ups of structural cracks and other damaged areas being recorded. Scaling shall also be used to document elevation differences, as needed.
4. One set of color prints shall be submitted. Additional sets shall be available for reviewing in settling any construction disputes. A set of photos shall also be furnished in electronic format. The resolution shall be at least equal to 7 megapixels. All photos shall be documented as to time and date taken, photographer,

project number, location, and orientation. Documentation shall include a brief description of objects photographed.

E. Video Recording.

1. Video recordings shall document the conditions of the entire area affected by construction, as well as nearby structures and facilities. The general documentation requirements for videos are the same as for photographs. Video recorders shall accurately and continuously record the time and date.
2. Video recordings shall include an audio portion made simultaneously during the videoing. The audio recording shall describe the location, time, orientation, and objects being recorded. Special commentary shall be provided for unusual conditions or damage noted.
3. Video equipment shall be capable of producing high resolution images and shall have zoom capabilities.
4. Video recordings shall provide an overall picture of the sites and shall provide detailed images of damaged areas. Video shall extend to the maximum height of structures.
5. The Engineer shall have the right to reject any audio video recordings submitted with unintelligible audio, uncontrolled pan or zoom, or of poor quality. Video recordings shall be repeated when rejected at no additional cost to Owner or delay to the schedule.
6. Video recordings shall be submitted with labels indicating the project, date, recorder, and other pertinent information.

F. Timing.

Contractor shall provide written notice of the time scheduled for the site conditions survey and the place it is to begin. Contractor shall obtain the Owner's concurrence prior to beginning the condition survey. The Owner reserves the right to cancel the survey due to weather conditions or other problems. Videoing shall be done during times of good visibility and no videoing or photography shall be done during periods of visible precipitation or when standing water obscures pavement. Contractor shall provide the Owner with an opportunity to have a representative present when taking the photos and provide guidance during photographing.

G. Site Surveyor.

The site condition surveyor(s) shall be experienced in construction and potential damage concerns. The site condition surveyor(s) shall be familiar with the photography and video equipment being used.

H. Field Quality Control.

Prior to submitting videos and photographs, the Contractor shall spot check the photos and videos in the field to ensure they accurately reflect the actual conditions and to insure they are correctly labeled.

I. Soils Compaction Testing.

1. All soils compaction testing will be done by a licensed geotechnical engineer furnished by the District. Soils compaction testing will be done for all footings and foundations prior to placement of rebar or concrete.
2. For pipeline construction, soil compaction testing will be done at 100-foot intervals at the bottom of the trench prior to placement of pipe bedding; at the top of the pipe bedding above the pipe; every two vertical feet of trench backfill; at the top of the trench backfill, which could be the bottom of the pavement section; and at the top of the aggregate base prior to pavement construction.

3.6 SUBMITTAL REQUIREMENTS FOR MANUALS AND RECORD DRAWINGS

A. General. The Contractor shall furnish all materials and perform all Work required for furnishing submittals to District in accordance with Contract Documents.

B. Technical Manuals.

1. The Contractor shall submit technical operation and maintenance information for each item of mechanical, electrical and instrumentation equipment in an organized manner in the Technical Manual. It shall be written so that it can be used and understood by District's operation and maintenance staff.
2. The Technical Manual shall be subdivided first by specification section number; second, by equipment item; and last, by "Category." "Categories" shall conform to the following (as applicable):

(a) Category 1 - Equipment Summary:

- (1) Summary: A summary table shall indicate the equipment name, equipment number, and process area in which the equipment is installed.

(b) Category 2 - Operational Procedures:

- (1) Procedures: Manufacturer-recommended procedures on the following shall be included in Part 2:
 - a. Installation
 - b. Adjustment
 - c. Startup
 - d. Location of controls, special tools, equipment required, or related instrumentation needed for operation

- e. Operation procedures
- f. Load changes
- g. Calibration
- h. Shutdown
- i. Troubleshooting
- j. Disassembly
- k. Reassembly
- l. Realignment
- m. Testing to determine performance efficiency
- n. Tabulation of proper settings for all pressure relief valves, low and high pressure switches, and other protection devices
- o. List of all electrical relay settings including alarm and contact settings

(c) Category 3 - Preventive Maintenance Procedures:

- (1) Procedures: Preventive maintenance procedures shall include all manufacturer-recommended procedures to be performed on a periodic basis, both by removing and replacing the equipment or component, and by leaving the equipment in place.
- (2) Schedules: Recommended frequency of preventive maintenance procedures shall be included. Lubrication schedules, including lubricant SAE grade, type, and temperature ranges, shall be covered.

(d) Category 4 - Parts List:

- (1) Parts List: A complete parts list shall be furnished, including a generic description and manufacturer's identification number for each part. Addresses and telephone numbers of the nearest supplier and parts warehouse shall be included.
- (2) Drawings: Cross-sectional or exploded view drawings shall accompany the parts list.

(e) Category 5 - Wiring Diagrams:

- (1) Diagrams: Part 5 shall include complete internal and connection wiring diagrams for electrical equipment items.

(f) Category 6 - Shop Drawings:

- (1) Drawings: This part shall include approved shop or fabrication drawings, complete with dimensions.
 - (g) Category 7 - Safety:
 - (1) Procedures: This part describes the safety precautions to be taken when operating and maintaining the equipment or working near it.
 - (h) Category 8 - Documentation:
 - (1) All equipment warranties, affidavits, and certifications required by the Technical Specifications shall be placed in this part.
 3. The Contractor shall furnish to Owner one (1) set of hard copy Technical Manuals and three (3) thumbdrives of sufficient size containing electronic copies of the Technical Manual in searchable format. Each set shall consist of one or more volumes, each of which shall be bound in a standard binder.
- C. Spare Parts List - The Contractor shall furnish to Owner three (3) identical sets of spare parts information for all mechanical, electrical, and instrumentation equipment. The spare parts list shall include the current list price of each spare part. The spare parts list shall include those spare parts which each manufacturer recommends be maintained by District in inventory. Each manufacturer or supplier shall indicate the name, address, and telephone number of its nearest outlet of spare parts to assist District in ordering. The Contractor shall cross-reference all spare parts lists to the equipment numbers designated in the Contract Documents. The spare parts lists shall be bound in standard size, 3-ring binder.
- D. Record Drawings
1. The Contractor shall maintain one record set of Drawings at the Site. On these, it shall mark all Project conditions, locations, configurations, and any other changes or deviations which may vary from the information represented in the original Contract Documents, including buried or concealed construction and utility features which are revealed during the course of construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated, or which were not indicated on the Contract Drawings. Said record drawings shall be supplemented by any detailed sketches as necessary or directed to fully indicate the Work as actually constructed. These master record drawings of the as-built conditions, including all revisions made necessary by Addenda and Change Orders shall be maintained up-to-date during the progress of the Project. Red ink shall be used for alterations and notes. Notes shall identify relevant Change Orders by number and date.
 2. For all Projects involving the installation of any pipeline, Contractor shall survey and record the top of the pipe at a minimum of every 100 linear feet, and at each bend, recording both the horizontal and vertical locations.

3. Record drawings shall be accessible to District's Representative at all times during the construction period. Failure on the Contractor's part to keep record drawings current could result in withholding partial payment.
 4. Upon Completion of the Project and as a condition of final acceptance, the Contractor shall finalize and deliver a complete set of Record Drawings to District's Representative. The information submitted by the Contractor will be assumed to be correct, and the Contractor shall be responsible for, and liable to District, for the accuracy of such information, and for any errors or omissions which may or may not appear on the Record Drawings.
- E. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete the Manuals and Record Drawings shall be included in Contractor's bid and distributed in the Schedule of Pay. No additional compensation shall be made to the Contractor for this Work.

3.7 MATERIALS

A. Materials to be Furnished by the Contractor

1. Inspection of Materials. Materials furnished by the Contractor which will become a part of the Project shall be subject to inspection at any one or more of the following locations, as determined by District's Representative: at the place of production or manufacture, at the shipping point, or at the site of the Work. To allow sufficient time to provide for inspection, the Contractor shall submit to District's Representative, at the time of issuance, copies of purchase orders or other written instrument confirming procurement of the materials, including drawings and other pertinent information, covering materials on which inspection will be made.
2. No later than fourteen (14) Days prior to manufacture of material, Contractor shall inform District's Representative, in writing, the date the material is to be manufactured.
3. Contractors Obligations. The inspection of materials at any of the locations specified above or the waiving of the inspection thereof shall not impact whether the materials and equipment conform to the Contract Documents. Contractor will not be relieved from furnishing materials meeting the requirements of the Contract Documents due to District's inspection or lack of inspection of the equipment or materials. Acceptance of any materials will be made only after materials are installed in the Project.
4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to accommodate District's testing efforts, including any travel required by Contractor's forces, shall be included in Contractor's bid and distributed in the Schedule of Pay Items related to the materials requiring testing. No additional compensation shall be made to the Contractor for this Work.

3.8 LOCAL CONDITIONS AND REQUIREMENTS

A. Access to Work and Haul Routes

1. General. All work on the rights-of-way necessary for access to the Site shall be performed by the Contractor.
2. Access, Damage, Restoration. The Contractor shall make his own investigation of the condition of available public or private roads and of clearances, restrictions, bridge-load limits, permit or bond requirements, and other limitations that affect or may affect transportation and ingress or egress at the Site. Claims for changes in Contract Price or Contract Times arising out of the unavailability of transportation facilities or limitations thereon shall not be considered by District.
3. The Contractor shall maintain and repair any damage arising out of Contractor's operations to all roads used during construction of the Project, and upon completion of all Work, but prior to final acceptance, the roads shall be restored to their original condition. Prior to using any road for access to the Site, the Contractor shall conduct a photograph and/or video survey of the roadway with a copy submitted to District's Representative.
4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

B. Power. Contractor shall provide at its own expense all necessary power required for operations under the contract. The Contractor shall provide and maintain in good order such modern equipment and installations as shall be adequate in the opinion of the Engineer and Owner to perform in a safe and satisfactory manner the Work required by the contract.

C. Construction Water.

1. Construction water shall not be used for purposes other than those required to satisfactorily complete the contract.
2. All connections to the District's water system used for the purposes of obtaining construction water shall utilize a temporary construction meter and backflow prevention device supplied by the District. The District-furnished backflow prevention device shall be tested immediately after installation and the construction meter and backflow prevention device shall not be placed into service until the backflow prevention device passes such tests. Backflow prevention device testing shall be performed in accordance with applicable standards, and test results shall be provided to the Engineer. If the temporary construction meter and backflow prevention device are moved to alternate location(s) during construction, the backflow prevention device shall again be tested as described above immediately after re-installation.

3. For each temporary construction meter requested by the Contractor for the performance of work under this contract, an amount equivalent to the deposit requirement for temporary construction meters listed in the current approved version of the District's Policies and Procedures Manual shall be withheld from the final contract payment until the temporary construction meters are returned.

D. Operation of Existing Water Facilities

1. The Contractor shall not operate any of the existing water systems, including pumps, motors, and hydrants, but shall contact the District two (2) working days in advance with a list and location of the water system facilities that will require operating, opening, stopping, or closure by the District.
2. At the option of the Owner, the Contractor may be permitted to operate valves for the purpose of making connections to existing mains. The District will perform all notification to existing customers regarding temporary loss of service.
3. Contractor shall submit a request on District's standard form for any shut-down of existing water facilities.

E. Construction at Existing Utilities

1. General. Where the Work to be performed crosses or otherwise interferes with water, sewer, gas, or oil pipelines; buried cable; or other public or private utilities, the Contractor shall perform construction in such a manner so that no damage will result to either public or private utilities. It shall be the responsibility of the Contractor to determine the actual locations of, and make accommodations to maintain, all utilities.
2. Permission, Notice and Liability. Before any utility is taken out of service, permission shall be obtained by the Contractor from the owner. The owner, any impacted resident or business owner and the District Representative will be advised of the nature and duration of the utility outage as well as the Contractor's plan for providing temporary utilities if required by the owner. The Contractor shall be liable for all damage which may result from its failure to maintain utilities during the progress of the Work, and the Contractor shall indemnify District as required by the Contract Documents from all claims arising out of or connected with damage to utilities encountered during construction; damages resulting from disruption of service; and injury to persons or damage to property resulting from the negligent, accidental, or intentional breaching of utilities.
3. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

F. Traffic Control

1. General. Contractor shall abide by traffic control plans approved by the appropriate jurisdiction.

2. Protections. Roads subject to interference by the Work shall be kept open or suitable temporary passages through the Work shall be provided and maintained by the Contractor. The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient flasher lights, flag persons, danger signals, and signs, and shall take all necessary precautions for the protection of the Work and the safety of the public. No construction work along public or private roads may proceed until the Contractor has proper barricades, flasher lights, flag persons, signals, and signs in place at the construction site.
3. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

G. Cleaning Up

1. Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment. Contractor shall not store debris under, in, or about the premises. Contractor shall also clean all asphalt and concrete areas to the degree necessary to remove oil, grease, fuel, or other stains caused by Contractor operations or equipment. The use of water, resulting in mud on streets, will not be permitted as substitute for sweeping or other methods. Dust control may require having a water truck onsite for the duration of the project, and/or use of temporary hoses and pipelines to convey water.
2. Contractor shall fully clean up the site upon completion of the Work throughout the day. If the Contractor fails to immediately clean up at the completion of the Work, the District may do so and the cost of such clean up shall be charged back to the Contractor.

3.9 ENVIRONMENTAL QUALITY PROTECTION

A. Environmental Conditions

1. Contractor must comply with all applicable environmental laws, Project conditions, and constraints, including, but not limited to:

City of Sonoma Noise Ordinance for outside work.

2. District has considered these Environmental Conditions when determining the Contract Times and no additional time or compensation will be added to the Contract due to these Conditions.

B. Landscape and Vegetation Preservation

1. General. The Contractor shall exercise care to preserve the natural landscape and vegetation, and shall conduct operations so as to prevent unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the Work.

2. Damage and Restoration. Movement of crews and equipment within the rights-of-way and over routes provided for access to the Work shall be performed in a manner to prevent damage to property. When no longer required, construction roads shall be restored to original contours.
3. Upon completion of the Work, and following removal of construction facilities and required cleanup, land used for construction purposes and not required for the completed installation shall be scarified and regraded, as required, so that all surfaces are left in a condition that will facilitate natural revegetation, provide for proper drainage, and prevent erosion.
4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

C. Protected Species

1. General. If, in the performance of the Work, evidence of the possible occurrence of any Federally listed threatened or endangered plant or animal is discovered, the Contractor shall notify the District Representative immediately, giving the location and nature of the findings. Written confirmation of the evidence, location and nature of the findings shall be forwarded to District within 2 Days.
2. Procedures. The Contractor shall immediately cease all construction activities in the immediate area of the discovery to the extent necessary to protect the endangered plant or animal.

If directed by the District Representative, Contractor will refrain from working in the immediate area, suspend the Work in its entirety, or alter its performance to ensure full compliance with all applicable permits, laws and regulations. Any District directed changes to the Work as a result of a siting will be pursuant to the Contract Documents.

3. False Siting. Any costs or delays incurred by District or the Contractor due to unreasonable or false notification of an endangered plant or animal will be borne by the Contractor.
4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to comply with this paragraph, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

D. Preservation of Historical and Archeological Resources

1. General. If, in the performance of the Work, Contractor should unearth cultural resources (for example, human remains, animal bones, stone tools, artifacts and/or midden deposits) through excavation, grading, watering or other means, the Contractor notify the Construction/Archeological Monitor and/or the District Representative immediately, giving the location and nature of the findings.

Written confirmation of the evidence, location and nature of the findings shall be forwarded to the Construction/Archeological Monitor and/or District within 2 Days.

2. Procedures. The Contractor shall immediately cease all construction activities in the immediate area of the discovery to the extent necessary to protect the cultural resource.

If directed by the District Representative, Contractor will refrain from working in the immediate area, suspend the Work in its entirety, or re-sequence and/or alter its performance to ensure full compliance with all applicable permits, laws and regulations. Should the presence of cultural resources be confirmed, the Contractor will assist the District Representative and the Construction/Archeological Monitor in the preparation and implementation of a data recovery plan. The Contractor shall provide such cooperation and assistance as may be necessary to preserve the cultural resources for removal or other disposition. Any District directed changes to the Work as a result of the cultural resource will be pursuant to the Contract Documents.

3. Contractor's Liability. Should Contractor, without permission, injure, destroy, excavate, appropriate, or remove any cultural resource on or adjacent to the Site, it will be subject to disciplinary action, arrest and penalty under applicable law. The Contractor shall be principally responsible for all costs of mitigation and/or restoration of cultural resources related to the unauthorized actions identified above. Contractor shall be required to pay for unauthorized damage and mitigation costs to cultural resources (historical and archeological resources) as a result of unauthorized activities that damage cultural resources and shall indemnify District pursuant to the Contract Documents.
4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to comply with this paragraph, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

E. Dust and Pollution Control

1. Contractor shall provide all necessary material, equipment and labor to prevent and control the emission of dust and any other potential pollutant on site.
2. Contractor shall not discharge into the atmosphere from any source smoke, dust or other air contaminants in violation of the law, rules, and regulations of the governing agency.
3. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to comply with this paragraph, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

F. Fugitive Dust

1. In addition to all other environmental and air quality requirements of the Contract Documents, Contractor must also comply with the most recent version of any rules implemented by the Air Quality Management District (AQMD) with jurisdiction over the Project in order to reduce the amount of particulate matter entrained in the ambient air as a result of the Project. All equipment shall be AQMD compliant and permitted, as needed.
2. District has considered these other requirements when determining the Contract Times and no additional time or compensation will be added to the Contract due to these requirements.

G. Management of Storm, Surface and Other Waters

1. Storm water, surface water, groundwater, and nuisance, or other waters may be encountered at various times during construction of the Project. Federal and State laws require the District and its contractors to manage such waters pursuant to the requirements of California State Water Resources Control Board Order Number 2009-0009-DWQ, the Federal Clean Water Act, and the California Porter Cologne Water Quality Control Act. Contractor acknowledges that it has investigated the risk arising from such waters in conjunction with the Project, and assumes any and all risks and liabilities arising therefrom.
2. The Contractor shall perform all construction operations in such a manner as to comply, and ensure all subcontractors to comply, with all applicable Federal, State, and local laws, orders, and regulations concerning the control and abatement of water pollution; and all terms and conditions of any applicable permits issued for the Project. In the event there is a conflict between Federal, State, and local laws, regulations, and requirements, the most stringent shall apply.
3. Contractor violations. If noncompliance should occur, the Contractor shall report this to the District Representative immediately, with the specific information submitted in writing within 2 Days. Consistent violations of applicable Federal, State, or local laws, orders, regulations, or Water Quality Standards may result in District stopping all site activity until compliance is ensured. The Contractor shall not be entitled to any change in Contract Price or Contract Times, claim for damage, or additional compensation by reason of such a work stoppage. Corrective measures required to bring activities into compliance shall be at the Contractor's expense.
4. Compliance with Construction General Storm water Permit. Contractor shall be required to comply with all aspects of the State Water Resources Control Board (State Board) Water Quality Order No. 2009-0009-DWQ, National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity (Permit) for all projects that involve construction on or disturbance of one acre or more of land or which are part of a larger common area of development.
 - (a) Contractor shall prepare and implement a Storm Water Pollution Prevention Plan (SWPPP) for the Project site based on the appropriate Risk Level requirements, and draft and coordinate submittal of all Permit related

documents with District's Legally Responsible Person and/or Authorized Signatory as those terms are defined in the Permit. The Contractor shall submit the SWPPP to the District Representative for review not less than fifteen (15) Days prior to the start of on-site construction work. District will file the Notice of Intent and pay the filing fee.

- (b) The SWPPP shall be developed by a Qualified SWPPP Developer and implemented by a Qualified SWPPP Practitioner as those terms are defined in the Permit and shall include industry standard requirements for water quality control including but not be limited to the following:
- (1) Sediment and erosion control measures to manage sediment and erosion including vegetative practices, structural control, silt fences, straw dikes, sediment controls or operator controls as appropriate. Storm water management measures shall be instituted as required, including velocity dissipaters, and solid waste controls shall address controls for building materials and offsite tracking of sediment.
 - (2) Wastewater and storm water management controls to divert offsite surface flows around the Project site and to divert surface flows within the Project area away from areas of open earth or stockpiles of building and other materials. Wastewater from general construction activities, such as drain water collection, aggregate processing, concrete batching, drilling, grouting, or other construction operations, shall not enter flowing or dry watercourses without having met the authorized non-storm water discharge requirements listed in State Board Water Quality Order No. 2009-0009-DWQ, Section III.C., including proper notification to the Regional Water Board.
 - (3) Pollution prevention measures including methods of dewatering, unwatering, excavating, or stockpiling earth and rock materials which include prevention measures to control silting and erosion, and which will intercept and settle any runoff of sediment-laden waters.
 - (4) Turbidity prevention measures for prevention of excess turbidity including, but are not restricted to, intercepting ditches, settling ponds, gravel filter entrapment dikes, flocculating processes, recirculation, combinations thereof, or other approved methods that are not harmful to aquatic life. All such wastewaters discharged into surface waters, shall contain the least concentration of settleable material possible, and shall meet all conditions of section 402, the National Pollutant Discharge Elimination System (NPDES) permit.
 - (5) Overall construction site management measures to address changes at the Project site as the Project moves through different phases and changes that account for rainy and dry season management practices.
 - (6) Pollution control measures and construction activity methods that will prevent entrance, or accidental spillage, of solid matter, contaminants, debris, or other pollutants or wastes, into streams, flowing or dry watercourses, lakes, wetlands, reservoirs, or underground water sources. Such pollutants and wastes include, but are not restricted to:

refuse, garbage, cement, sanitary waste, industrial waste, hazardous materials, radioactive substances, oil and other petroleum products, aggregate processing, tailings, mineral salts, and thermal pollution.

- (7) Control measures for stockpiled or deposited materials prohibiting the stockpile or deposit of excavated materials, or other construction materials, near or on stream banks, lake shorelines, or other watercourse perimeters where they can be washed away by high water or storm runoff, or can, in any way, encroach upon the watercourse.
 - (8) Develop and implement a Rain Event Action Plan (REAP), if required, that must be designed and implemented to protect all exposed portions of the site 48 hours prior to any likely precipitation event.
 - (9) Monitoring, reporting and record keeping, as necessary to achieve compliance with applicable Permit requirements, including but not limited to annual reports and rain event reports.
- (c) Before any Permit related documents, including the SWPPP, rain event reports, or annual reports may be submitted to the State Board or implemented on the Project site, they must first be reviewed and approved by District.
 - (d) District retains the right to procure and maintain coverage under the Permit for the Project site if the Contractor fails to draft a SWPPP or other Permit related document, or fails to proceed in a manner that is satisfactory to District. District reserves the right to implement its own SWPPP at the Project site, and hire additional contractors to maintain compliance. Whether Contractor has adequately maintained compliance with the Permit shall be District's sole determination. In the event that Contractor has failed or is unable to maintain compliance with the Permit, any costs or fines incurred by District in implementing a SWPPP, or otherwise maintaining compliance with the Construction General Permit shall be paid by the Contractor.
 - (e) Failure to implement the SWPPP or otherwise comply with the Permit is a violation of federal and state law. Contractor hereby agrees to indemnify District as required by the Contract Documents for any noncompliance or alleged noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of District. District may seek damages from Contractor for delay in completing the Contract in accordance with the Contract Documents, caused by Contractor's failure to comply with the Permit.
5. In addition to compliance with the Permit, Contractor shall comply with the lawful requirements of any applicable municipality, district, drainage district, flood control district, and other local agencies regarding discharges of storm water, surface water, groundwater or other nuisance waters off of the Project site.
 6. Oil storage tanks management.
 - (a) Storage tank placement. All oil or other petroleum product (hereinafter referred to collectively as oil) storage tanks shall be placed at least 20 feet from

streams, flowing or dry watercourses, lakes, wetlands, reservoirs, and any other water source.

- (b) Storage area dikes. Storage areas shall be diked at least 12 inches high or graded and sloped to permit safe containment of leaks and spills equal to the capacity of all tanks and/or containers located within each area, plus a sufficient amount of freeboard to contain the 25-year rainstorm.
 - (c) Diked area barriers. Diked areas shall have an impermeable barrier at least 10 mils thick. Areas used for refueling operations shall have an impermeable liner at least 10 mils thick buried under 2 to 4 inches of soil.
 - (d) Spill Prevention Control and Countermeasure Plan (SPCC). Where the location of a construction site is such that oil from an accidental spillage could reasonably be expected to enter into or upon the navigable waters of the United States or adjoining shorelines, and the aggregate storage of oil at the site is over 1,320 gallons or a single container has a capacity in excess of 660 gallons, the Contractor shall prepare an SPCC Plan. The Contractor shall submit the SPCC Plan to the Engineer at least 30 days prior to delivery or storage of oil at the site. The Plan must have been reviewed and certified by a registered professional engineer in accordance with 40 C.F.R., part 112
- 7. Underground tank prohibition. The Contractor shall not use underground storage tanks.
 - 8. Construction safety standards. The Contractor shall comply with the sanitation and potable water requirements of Section 7 of United States Bureau of Reclamation's publication "Reclamation Safety And Health Standards."
 - 9. Other Permits.
 - (a) Other permits applicable to the Project are listed in the Special Conditions. The Contractor shall obtain all other necessary licenses and permits.
 - (b) Monitoring. The Contractor is required to conduct monitoring in order to meet the requirements of the permits, which may include sampling, testing and inspections.
 - (c) Recordkeeping. The Contractor shall retain all records and data required by the permits for the time specified in the contract.
 - 10. Cost. Except as specified herein, the cost of complying with this section shall be included in the Schedule of Pay Items for work which necessitate the water pollution prevention measures required by this paragraph.

END OF GENERAL REQUIREMENTS

00 22 13 – SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

All subsections contained within the Supplementary Instructions to Bidders have been titled according to the Construction Specification Institute MasterFormat 2004 Edition. The “END OF SECTION” designation only pertains to the preceding subsection.

00 31 46 PERMITS

1. Contractor shall obtain an encroachment permit from the City of Sonoma for all work within the Andrieux Street and Pedestrian Right-of-way.

END OF SECTION

00 73 00 SUPPLEMENTARY CONDITIONS

1. All parties agree and acknowledge that it is Contractor's and Subcontractor's duty and responsibility to fully review the construction documents for constructability.
2. All Subcontractors shall attest that they have reviewed the project and are aware of existing conditions regardless of attendance at the Pre-Bid Conference.
3. Contractor shall be responsible for ensuring that the bid includes all work and components required to achieve a complete and functional end-product.
4. No adjustment to contract cost or schedule will be permitted for the undoing of work that is improperly sequenced or performed without a thorough constructability review.
5. Contractor shall include funds to deal with existing conditions in base bid.
6. The contractor agrees and acknowledges that contractor's failure to include scope which could have been identified or inferred by a contractor or subcontractor, utilizing reasonable due diligence consistent with the expertise and experience of a professional in the Trade, shall not receive any additional compensation or time extension for costs or delays resulting from any reasonably foreseeable circumstances.
7. Contractor and Subcontractors directly performing work for which they are licensed and classified to undertake, shall be responsible for identifying and including in the base bid all necessary components required for a complete and functional end-product regardless of the design's completeness in illustrating and specifying all the work and discrete components that are necessary for execution.
8. Contractor shall be responsible for all measurements and confirming all dimensions for constructability prior to proceeding with work. Any busts identified post construction shall be corrected by contractor at no expense to Owner. Any busts identified ahead of construction shall be clarified by Designer.
9. There shall be no adjustment to contract costs or schedule for costs or delays resulting from Contractor's or Subcontractor's failure to include scope which could have been identified or inferred, by a contractor utilizing reasonable due diligence, from the review of project documents and existing conditions.
 - a. For example, if a room shows new lighting and no switch, then contractor is to cover the cost and provide all labor, material, and equipment required to include the switch and function. If the new roof top mechanical unit does not show a condensate drain, then contractor is to provide all labor, material, and equipment required and provide the condensate drain. In these instances, Contractor and its Subcontractors are required to exercise a reasonable standard of care of a licensed contractor in reviewing the contract documents and must supply sufficient quantities of devices, wire, pipes, ducts, or other features that are a) reasonably inferable from the construction documents; or b) required to make all systems complete and functional. All code requirements that may not be shown

on the documents are each applicable Trade's responsibility to cover in the base bid.

END OF SECTION

00 73 19 HEALTH AND SAFETY REQUIREMENTS

1. Contractor responsible for CALOSHA complaint engineered fall protection and fall protection tie off anchorage points as required by the work.
2. Contractor shall provide fire extinguishers for own work per CALOSHA regulations.
3. Contractor shall furnish line-of-sight shielding as required to protect the safety and health of the public during welding operations.
4. Contractor shall install fire blankets as required to safeguard against flames or fire from welding operations.
5. Fire barriers shall be restored within 8 hours of being opened and at the end of every workday.
6. When working on fire barriers, the work area shall not be left unmanned for any period of time.
7. If a fire barrier cannot be restored within the 8 hour window, contractor shall be responsible for fire watch activities.
8. Fire watch activities shall adhere to the requirements specified in HCAI PIN 14.
9. In progress construction hazards shall be mitigated and not left unmanned. If a hazard cannot be fully mitigated by the end of the workday, Contractor shall clearly mark and identified the hazard for the Owner, Owner's Personnel, Owner's Representative, or Owner's Vendor who may enter the jobsite during the course of the work or during after hours for any reason to include an emergency.

END OF SECTION

01 14 00 WORK RESTRICTIONS

1. No catering trucks are allowed on campus or in the project site unless approved by the Owner.
2. With exception of painted trailers, no company banners or signage are to be displayed on site without express written permission of the owner.
3. All utilities that serve existing building must be kept in service at all times.
4. In the event that utilities servicing existing facilities need to be shut down or interrupted by the work (i.e. for cross-overs or tie-ins), Contractor shall issue proper notice.
5. Only the Owner's Stationary Engineers may shutdown utilities.
6. All tie-in, demolition, and re-route work on active domestic and hydronic water lines shall utilize nitrogen pipe-freeze to isolate the work.
7. When pipe-freeze activities interrupt water service outside of the area of work, the contractor shall schedule the pipe-freeze and tie-in, demolition, and re-route activities during off hours and weekends.

END OF SECTION

01 26 13 REQUESTS FOR INFORMATION

1. Constructability related RFI(s) shall be submitted no later than 14 calendar days from the date of contract start to designer.

END OF SECTION

01 31 00 PROJECT MANAGEMENT AND COORDINATION

1. Contractor shall provide one qualified English-speaking/Competent Superintendent or one qualified English-speaking/Competent Lead Foreman for the duration of work on project, including punch list corrections at completion of project.
2. Superintendent/Foreman must be on-site while work is being performed. Barring unforeseen circumstances (i.e. Illness, resignation, Force Majeure) Superintendent/Foreman may not be changed without Owner's approval.
3. Any person changed as Superintendent/Foreman shall meet the above criteria. Emergency after hours phone number of Superintendent/Foreman must be provided to Owner and Owner's Representative.

END OF SECTION

01 31 19 PROJECT MEETINGS

1. Contractor shall attend the Kick-Off, Pre-Construction, Owner-Architect-Contractor (OAC), Pre-Task, Change Management Meetings, and Work Notification Meetings.
2. Pre-Construction meetings must be attended by both the relevant Sub-Contractor's Project Manager and by the Contractor's Superintendent/Foreman.
3. Contractor shall be responsible for producing weekly OAC meeting agendas and documenting meeting minutes.
 - a. The weekly OAC meeting shall be held on Wednesday's at 9AM.
 - b. Contractor must provide the forum for hosting the OAC meetings.
 - c. Meeting agendas shall be distributed at least 24HRS ahead of the calendared OAC meeting.
 - d. Meeting minutes shall be published and transmitted for record purposes to meeting participants no later than 24 hours following the OAC.
 - e. Contractor Superintendent/Foreman shall participate and attend all OAC meetings.
 - f. Designer, Owner, and Owner's Representative will attend the OAC meetings.
 - g. Additional parties may be invited to attend and participate in the meeting as deemed appropriate based on the discussion topics.
4. Work Notification meetings shall occur weekly on Tuesdays at 10AM and shall include the Hospital Stationary Engineers, the Contractor Superintendent/Foreman, the Subcontractor performing the work associated with Method of Procedures (MOP), and the Owner's Representative.
 - a. The contractor will be given an opportunity at this meeting to submit any utility shutdown requests, proposed MOP, pre-construction assessments, infection control risk assessments, hot work permits, and Interim-Life-Safety-Measures assessment.
5. Contractor responsible for identifying and scheduling Pre-Task Meetings.
 - a. Pre-Task Meetings must be attended by the Contractor Superintendent/Foreman, the Subcontractor performing the work (to include the equipment operator), Hospital's Stationary Engineers, and the Owner's Representative.
 - b. Contractor must provide a minimum of one weeks' notice prior to scheduling the Pre-Task Meeting.
 - c. Pre-Task Meetings must occur at least one week prior to the designated start date of the proposed task.
 - d. Contractor Superintendent/Foreman will be required to provide the following information at the meeting:
 - i. Job Hazard Analysis (JHA)

- ii. Subcontractor's planned safety measures
 - iii. Employee safety training certificates
 - iv. Planned safety measure(s) to be undertaken with other Subcontractors.
 - v. Inspection access and requirements
 - vi. Anticipated crew size
 - vii. Equipment requirements and safety inspection records
 - viii. Schedule and work hours
 - ix. Approved Submittals
 - x. Material procurement status
6. Bi-weekly the Contractor shall host a Change Management meeting with the Owner's Representative to review potential change orders.
- a. At the meeting, the Contractor shall furnish a potential change order log along with an approved Owner change order log.
 - b. The change logs shall be updated by the Contractor as changes are released to proceed and/or approved.
 - c. Updated change logs shall be furnished with each potential change order that is submitted to the Owner's Representative.
 - d. Change logs shall document the date of formal submission to the Owner's Representative, the number of revisions made to each respective change, the date of release, and the date that the document was formally executed by the Owner.

END OF SECTION

01 32 13 SCHEDULING OF WORK

1. The Work Notification Review Process is used to formally notify all affected parties within the hospital of upcoming work (including but not limited to the department director, managers, nurses, staff, surgeons, and doctors). The Work Notification Review Process is composed of the following:
- a. WORK NOTIFICATION must outline and identify the work tasks that are to take place and that affect the building's IT Equipment, Medical Equipment, Mechanical, Electrical, Plumbing, Fire Alarm, Fire Suppression, and other systems critical to facility operations. A separate Work Notification is required for each critical task and for tasks impacting patients and/or staff (i.e. noise). Work Notification is also required for tasks that generate large amounts of debris or produces a source of ignition.
 - i. At a minimum, Work Notifications shall be submitted for work, which is scheduled no less than two weeks from the date of review by Owner. When the work is expected to impact or potentially impact departments outside of the immediate work zone, or when the work affects a critical building system, the Contractor is expected to submit a separate Work Notification at least four (4) weeks in advance of the date of the work. Ample notice will allow for proper review, coordination, and notification of the various departments impacted by the work.
 - ii. Work Notifications shall include the Pre-Construction Checklist / Assessment, which shall be filled out by the Contractor.
 - iii. The Contractor shall also bring to the attention of the Owner any work stoppage risks resulting from Hazardous Materials that could be encountered in field through the course of the work activity being planned. Contractor shall coordinate with Owner and Owner's Abatement

Contractor when and where abatement or remediation is required. Coordination shall occur ahead of the proposed date of work. Contractor must provide Owner with at least four (4) weeks advance notice at the Work Notice Meeting for the scheduling of abatement or remediation activities. Failure by contractor to properly notify the Owner of the need to abate shall result in no additional time extensions being awarded to the Contractor.

- b. UTILITY SHUTDOWN REQUESTS for tasks that requires any part of the campus' Mechanical, Electrical, Plumbing, Fire Alarm, Fire Suppression, or other systems critical to facility operation be shut down, a Utility Shutdown Request must accompany the Work Notification. To maintain operational integrity of critical patient care systems, Utility Shutdown Requests are studied by Hospital's Stationary Engineers for downstream and upstream impacts.
 - i. Utility Shutdown Requests shall be submitted with at least two (2) weeks advance notice from the date of the proposed outage to allow for proper review, an in-depth investigation, and/or validation of utility routing. It is imperative that ample time be provided for shutdowns impacting the entire facility.
 - ii. A Utility Shutdown Request is expected for work tasks requiring lockout/tagout or valve shut offs.
- c. HOT WORK PERMIT for tasks that generate large amounts of debris or produces a source of ignition, a Hot Work Permit is required to proceed with the work. Similarly, a Hot Work Permit is required to work on live systems. Depending on the significance of the work or the sensitivity of the systems to be worked on, the Hot Work Permit process may determine if an additional Method of Procedure is required.
 - i. Hot Work Permits for live systems work must be submitted with at least four (4) weeks advance notice to allow for review and assessment of the Method of Procedure (if required). All other Hot Work Permits must be submitted with at least two (2) weeks advance notice. It is imperative that more time be provided for Hot Work on Patient Critical Building Systems and any Hot Work with the potential to impact the facility.
- d. METHOD OF PROCEDURE is required when the Owner determines that a proposed task is too complex or that the task requires coordination with multiple entities and/or hospital departments. A Method of Procedure (MOP) will be required prior to signing off any of the aforementioned documents. The MOP breaks down complex work into sizable and manageable tasks that can be tracked and managed and eliminates the unknown aspects of the work by shedding light on every critical detail. It is also a tool used to engage clinical staff and address their concerns. The MOP development and review process is designed to identify and outline the precautionary steps that will be taken to reduce the risk of something going awry. The MOP also creates buy-in at all levels throughout the organization from the construction team to the clinical staff offering care. This buy-in ensures that everyone knows what to do during the execution of a complex work task.
 - i. The Method of Procedure (MOP) shall be submitted to with at least four (4) week advance notice to allow for proper review. The MOP shall be accompanied by all relevant aforementioned documents (such as a Work

Notification, Utility Shutdown Request, Hot Work Permit, and/or a Fire Penetration Permit).

- e. INFECTION PREVENTION AND CONTROL MEASURES require that an Infection Control Risk Assessment or ICRA be conducted prior to the start of any work. The assessment is meant to identify the level of infection risk and the invasiveness of construction. It establishes the infection control classification and the precautions that must be met prior to the start of construction. The ICRA Policy outlines the guidelines related to construction/ renovation/ demolition projects and environmental control of Aspergillosis and other nosocomial infections. It provides the framework of checks and balances used by the Infection Prevention and Control Department to monitor construction from an infection control standpoint.
 - i. Authorization to proceed with construction (from an infection prevention standpoint) is granted by the approval of the Infection Control Construction Permit.
 - ii. The proposed Infection Control Construction Permit shall be submitted for each work area to the Hospital Stationary Engineers for review with the Infection Prevention and Control Department. The Contractor shall submit with at least two (2) week advance notice and be prepared to walk the work with the Infection Prevention and Control Department ahead of the permit approval. Work Notifications will not be accepted until the Infection Prevention and Control Department signs off on the Infection Control Construction Permit.
 - iii. Due to the ever-changing state of construction projects, follow-up surveys are scheduled following the initial pre-construction survey. The follow-up surveys help to ensure that the measures put in place at the onset of construction are effective and working. Daily checks of the construction containment are the responsibility of and to be documented by the Contractor. All Changes, alterations, and upkeep of the containment is also to be documented by the Contractor.
 - iv. Change requests related to the upkeep and maintenance of the Infection Control and Prevention Containment will not be entertained. Similarly, change requests for alterations mandated by the Infection Prevention and Control Department as part of initial and follow-up surveys will not be entertained.
- f. INTERIM LIFE SAFETY MEASURES are conducted to identify any construction related task that significantly: 1.) Alters or compromises emergency egress, fire and/or smoke wall/compartment integrity. 2.) Impairs the fire alarm and/or sprinkler system. 3.) Produces sources of ignition, and/or large amounts of dust/debris, and/or combustible material
 - i. Should the work trigger Interim Life Safety Measures, the Contractor must be prepared to implement and execute the requirements laid out by the Interim Life Safety Measure Risk Assessment. Change requests related to the Interim Life Safety Measures will not be entertained.

END OF SECTION

01 32 19 SUBMITTAL SCHEDULE

1. Contractor shall furnish a submittal log listing all potential project submittals no later than three (3) working days from the contractual start date for review by designer and owner. This submittal log shall identify all potential long lead items.
2. Submittal log shall differentiate submittal items by category including but not limited to: product data, samples, shop drawings, cut sheets, reports, engineered drawings, swatches, brushouts, Method of Procedures, mobilization plan (with phasing), QSD SWPPP, welding qualifications and procedures, mill certifications, and mix designs.

END OF SECTION

01 32 26 CONSTRUCTION PROGRESS REPORTING

1. Daily Reports shall be prepared by the Contractor daily.
2. Daily reports shall be submitted to the Owner and Owner's Representative at the completion of the week for the proceeding week.
3. Daily reports shall be accompanied by the "Construction Monitoring Form CONTRACTOR."

END OF SECTION

01 78 39 PROJECT RECORD DOCUMENTS

1. Contractor shall submit Monthly updates to record drawing set electronically.
 - a. Updates shall include the posting of RFI's onto the record drawing set.
2. Contractor's Monthly payment will not be released until as-builts have been updated and verified by the Owner's Representative.
3. Final record drawing set shall be transmitted to owner electronically within four (4) days from the date of substantial completion (as issued by the designer).
4. Contractor shall furnish all closeout documentation as required within the Project Documents including but not limited to warranties, contact lists (containing after hours and emergency telephone numbers), guarantees, operation & maintenance manuals.
5. For each product or system requiring an Operation and Maintenance Manual, Contractor shall provide the document within a maximum of one (1) month after the approval of the corresponding submittal by the designer.
6. Contractor shall provide remainder of closeout documentation(s) a minimum of four (4) days from the date of substantial completion (as issued by the designer).

END OF SECTION

00 32 33 VIDEO AND PHOTOGRAPHIC DOCUMENTATION

1. The Video and Photographic Documentation Submittal of Existing Conditions prior to construction start shall be furnished in three duplicate thumb drives of sufficient storage size to capture all video and photographs of the site conditions.
2. Shall the Owner identify construction related damages not illustrated in the Video and Photographic Documentation Submittal and the Contractor cannot justifiably deny that the damage existed prior to construction activities, Contractor shall be responsible for correcting, repairing, fixing, or remedying the damage at no cost to the Owner.
3. Property damaged by Contractor shall be restored to "like" new condition.
4. Shall damages not be corrected prior to the issuance of the Final Retention Invoice, the owner, at its own discretion elect to repair the damage and fund the cost of corrections from the Final Retention amount thereby reducing the Final Retention payment to the Contractor.

END OF SECTION

01 14 33 WORK IN RIGHTS-OF-WAY

1. Contractor shall provide proper notification to the city and agencies having jurisdiction prior to performing work in public right of ways.
2. Contractor shall submit proof of permit of the activity with the applicable Work Notification prior to commencement of the activity.
3. The Testing, Inspection and Observation Program (TIO) shall be filed in an Inspection Binder to be maintained and updated by the Contractors. The Contractor must organize the Inspection Binder by the TIO Milestone then Section B/C. Each inspection request and associated report shall bear the appropriate TIO Section B/C numbering. This binder will be audited by the design professional of record periodically and ahead of HCAI field staff visits/milestone sign-off requests. The binder must also contain the VCR's that are issued for each designated milestone going forward. In addition, any approved Test and Balance (interim and final) reports shall also be filed in the binder along with NFPA-72 and NFPA-13 records of completion. The Inspection Binder shall be a living document that must be updated (to include TIO sections) constantly. The binder must remain onsite.

END OF SECTION

01 33 00 SUBMITTAL PROCEDURES

1. Submittals, including product data, shop drawings, mock-ups, and samples must be submitted to Designer as required to maintain orderly and sequential progress of work in accordance with the Project Schedule.
2. All Submittals must be submitted no later than fourteen (14) calendar days from the date of Contract Start.
3. Submittals shall be submitted electronically via email to designer.
 - a. In addition to the electronic submittal, Contractor will submit three (3) printed hard copies of the electronically submitted shop drawings.
4. Contractor will bear the responsibility of cost for delivery, return, and costs of delays to the project due to late, incomplete, or inadequate submittal(s).
5. Design team will have up to fourteen (14) days to review and return submittals.
6. If Contractor submits non-conforming or non-compliant Submittals, Contractor shall be responsible for the cost of additional design review over and above the initial review or for requested expedited review.

END OF SECTION

01 45 00 QUALITY CONTROL

1. Contractor shall be responsible for costs of schedule delays associated with re-inspections due to failure of Contractor to pass an inspection, re-inspection caused by the Contractor's failure to comply with the plans and specifications (including failure of the test).
2. Contractor shall also be responsible for the costs of any additional inspection costs to accommodate contractor-initiated changes in the work for benefit of contractor. The Owner will only pay for the initial inspection.
3. Contractor shall safeguard against galvanic corrosion from dissimilar material connections.
4. Contractor shall furnish appropriate fittings and wrappings between dissimilar materials in accordance with code.
5. Contractor shall be responsible for cleaning of all grease, mill oil, dirt, or loose and flaky shop primer or any other deleterious material prior to paint or embedment in concrete.

6. Contractor is responsible for protecting all pipes and conduits protruding through slabs and footings as soon as they are placed and maintained until walls, structures, or equipment is completed around the stub-ups.
7. If pipes and conduits do not align with the walls, structures, or equipment they are intended to tie into, Contractor is responsible for all costs and schedule delays to correct the deficiency so long as there are no discrepancies between the shop drawings and the walls, structure, or equipment brought onto the site.
8. BAC-T testing and chlorination certifications shall be furnished by Contractor for all potable water connection work.
9. Contractor responsible for chlorination of newly installed potable water systems from the point of connection to each backflow.
10. Shall potable water extend beyond the backflow, Contractor shall be responsible for chlorinating the remainder of the potable water lines.
11. Pressure regulators shall be furnished with certifications indicating calibration. Field calibration of pressure regulators will require new certifications.
12. If the finish of materials, which are partially encased in concrete, are not explicitly called out, Contractor shall assume that the materials are hot dip galvanized.
13. Contractor shall factor costs and lead times into the base bid for all hot dip galvanized materials.
14. Should a reasonably foreseeable or timely identifiable discrepancy exist with accessibility requirements for planned work over any elevation, distance, or measurement contained within the project plans, the discrepancy shall be brought to the Designer's attention immediately and prior to installation.
15. Shall accessibility requirements not be achievable in accordance with the project plans at the designated points of connection or tie-in, the discrepancy shall be brought to the Designer's attention immediately and prior to installation.
16. Work in areas unaffected by accessibility requirements or which can be decoupled from the discrepancy shall continue without risk of added costs or schedule delays to owner for resequencing or phasing of activities.
17. Work at the discrepant locations may re-start after an accessibility compliant determination is made and/or accepted by the Designer.

END OF SECTION

01 51 13 TEMPORARY ELECTRICITY

1. Temporary electrical power distribution (spider boxes) and temporary lighting in and around the jobsite will be provided by Contractor.
2. Contractor will be responsible for power and task specific lighting for own work including extension cords.
3. Contractor is responsible for cost of utility and metering power consumption.
4. If supplying site power by means of a generator, generator dBA shall be comply with City of Sonoma Noise Ordinance average noise level requirements.
5. Shall Owner or neighbors complain of generator noise, Contractor is responsible for justifying its work noise is within City of Sonoma Noise Ordinance limits at its sole expense.
6. No temporary site lighting or glare from temporary site lighting shall be directed toward or allowed to spill onto any offsite areas.
7. All temporary exterior light fixtures shall be shielded to avoid glare onto neighboring properties, and shall be the minimum necessary for site safety and security.

END OF SECTION

01 53 23 TEMPORARY RAMPS & WALKWAYS

1. Contractor is responsible for providing temporary pedestrian walkways in accordance with accessibility and building code requirements for work that impacts or impedes the free flow traffic of pedestrians on sidewalks, walkways, and egress routes.
2. Contractor shall refer to egress maps illustrating areas where egress shall be maintained at all times.
3. Temporary ramps and railings may be constructed of wood or aluminum.

END OF SECTION

01 55 00 VEHICULAR ACCESS AND PARKING

1. Contractor shall comply with all applicable ordinances regarding parking, hours of work, and routing of delivery trucks to the project site.
2. Refer to "Contractor Parking Map" for acceptable construction vehicle parking locations.
3. At no time shall the Contractor, its Subcontractors, delivery trucks block the Public Right-of-way.
4. Contractor must obtain necessary permits for the blocking of lanes, shoulders, or parking stalls from the City of Sonoma.
5. All deliveries, traffic controls, or safety plans that occur on campus must be reviewed and approved by the Owner.

END OF SECTION

01 56 00 TEMPORARY BARRIERS AND ENCLOSURES

1. Any additional temporary barriers or containments for infection control required to execute the work will be the responsibility of the Contractor including cost of construction, maintenance, and repair.
2. Any costs arising from failure of the Contractor to timely remedy any damaged temporary barriers for infection control will be back charged to the Contractor.
3. Temporary barriers or containments for infection control shall be constructed as specified within the Infection Control Risk Assessment utilizing the materials listed below in accordance with each scenario:
 - a. For work occurring in one shift:
 - i. TRM Manufacturing FR412 Flame Retardant 6 MIL Polyethylene Sheeting or equal, ZipWall ZP4 ZipPoles or equal, 3M 2060 Masking Tape (not blue painters tape) or equal applied to walls, ceiling/grid (excluding ceiling tiles), door frames, floor with Polyethylene Tape to adhere Polyethylene Sheeting to Masking Tape substrate. Openings shall be equipped with zippers.
 - b. For work occurring over multiple shifts:
 - i. Surface Shields Plasti Shield™ Corrugated Polypropylene sheets or equal mechanically fastened to 25 gage 2in metal studs and track for walls, doors at openings, and ceilings. Fasteners shall be taped over with Polyethelene Tape. Metal studs and track shall be taped to floor and walls and be self supporting. At no time shall Polyethylene tape be adhered directly to walls, ceiling/grid, door frames, or floor. Use masking tape (as specified above in section 3.a.i.) as a substrate. Openings made of the same material as walls and ceilings shall be fitted with a self closing spring and hinges. Alternatively, openings may be fitted with Polyethelene Sheeting and Zippers.

4. All temporary barriers shall be equipped with Uline Clean Mat Sheets (or “Sticky Mats”) or equal on both sides of zippered doors.
5. Shall the plans require a fire rated barrier, the Contractor must construct the barrier to the details within the approved plans.

END OF SECTION

00 62 73 SCHEDULE OF VALUES

1. Contractor shall submit a proposed Schedule of Values (SOV) at the completion of the Kick-Off Meeting for review and approval by the Owner and the Owner’s Representative.
2. SOV shall conform to the AIA G703 format.
3. SOV shall be broken down to illustrate the total value of all subcontracts.
4. Subcontract values within the SOV shall be broken down further by trade classification or scope of work to be performed.
5. Trade classification or scope of work to be performed shall be broken down further by installation labor, materials, closeout.
6. Long lead items shall be listed as individual line items within the SOV under the subcontractor responsible for the order.
7. The SOV shall also identify individual line items for General Conditions to include overtime and rain days.
8. The SOV must also identify line items for General Requirements including mobilization, Temporary Ramps & Walkways, Power, Dust Control, Progress Cleaning, Disposal, and Investigation.

END OF SECTION

01 66 00 PRODUCT STORAGE AND HANDLING REQUIREMENTS

1. Flammable products must be continually stored per OSHA 1926.152 and any other relevant regulations.
2. Hazardous material containment shall be furnished by Trade as required for any hazardous materials stored on site. (i.e. Fuel, oil, etc.).
3. Responsibility for storage and security of materials and/or equipment located on and off the jobsite is the responsibility of the Contractor.
4. Location of staging area must be approved by the Owner. Contractor shall provide relocation of staging areas as necessary to accommodate Construction phasing/sequencing or Owner.
5. Any material(s) stored off site must be in a bonded warehouse and available for inspection by the Owner as a condition to release of payment for the stored material(s).
6. All materials must be stored off the ground in an organized manner on pallets, dunnage, and under constant cover from weather.
7. All stored material must comply with SWPPP, State, and Local regulations.
8. Heavy equipment stored onsite must have its keys removed to guard against vandalism or theft.

END OF SECTION

01 74 00 CLEANING AND WASTE MANAGEMENT

1. All tools and equipment required to perform the work shall be wiped and disinfected prior to entering the hospital to include wheels, tires, and casters.
2. Contractor shall disinfect all Temporary Barriers and Enclosures inside and out prior to demolition / removal.

3. Contractor responsible for the cost of disinfection.
4. Contractor responsible for the cost of debris removal from jobsite, including dump fees as necessary.
5. Contractor shall clean-up construction debris daily.
6. Debris shall be removed from the jobsite within containers that have been cleaned and disinfected.
7. Debris containers shall be covered with clean white linens or sheets.
8. Dust and debris shall not be tracked outside of the jobsite.
9. Contractor shall keep jobsite to a "broom-swept" "clean as you go" condition at all times.
10. Any on site storage of debris will only be allowed in approved metal containers, which shall be covered.
11. A laborer shall be provided for four (4) hours, once a week for a joint overall clean-up of site and/or miscellaneous labor as directed by Owner.
12. Due to safety regulations, upon failure by Contractor to provide sufficient cleanup within twenty-four (24) hours notice, Owner may unilaterally direct the cleanup and back charge all costs incurred against the Contractor.

END OF SECTION

02 30 00 UTILITY INVESTIGATION

1. Contractor responsible for verifying and locating existing utilities prior to commencing work. Contractor shall not rely on any representations made by anyone other than those individuals duly authorized to survey, locate, and verify existing utilities hired under the supervision of the Contractor.

END OF SECTION

09 60 00 FLOORING

1. Flooring substrate preparation shall include self leveling compound where sloping is not required.
2. Floor markings on substrate shall be removed by bead blasting.
3. Water proofing membrane shall be required for floor substrate preparation at slabs on grade.
4. Floor substrate preparation may require the abatement of asbestos containing mastic.
5. Contractor shall coordinate flooring substrate preparation with the owner's abatement vendor.
6. Contractor shall be responsible for the removal of all residuals left behind from the cleaning products used during abatement activities to ensure a proper bond/adhesion between floor, floor substrate preparation, and/or flooring application.
7. Contractor shall be responsible for flooring installation of corridors during after hours and weekends in as many consecutive shifts as possible to complete the work in one mobilization.

END OF SECTION

44 20 00 NOISE POLLUTION CONTROL

1. Contractor shall adhere to restrictions set forth in City of Sonoma Ordinance No. 03-2006 "An Ordinance of the City of Sonoma Replacing 9.56 of the Sonoma Municipal Code ("Noise")" as well as any additional applicable noise ordinance requirements by the agency having jurisdiction.
2. Contractor shall acquire all permitting and exemptions required to complete the Work in accordance with the ordinance and project schedule.

3. Contractor shall be responsible for remedying non-compliance and interruptions to work schedule resulting from non-compliance with ordinances at no cost to owner.
4. All construction equipment shall be maintained and operated so as not to generate unacceptable noise levels in the vicinity of the project site.
5. Stationary construction equipment including but not limited to compressors and generators shall be situated as far as possible from inhabited areas, and equipment not actively in use shall be shut down to reduce unnecessary noise.
6. Contractor shall utilize a decibel meter to measure jobsite noise and report noise levels in dBA within Daily Reports at least 3 times per day as measured from the Public Right-of-way.
7. No radios or other music/news generating devices of any kind are allowed on this project.
8. Contractor shall adhere to the following working hours for outside work in accordance with City of Sonoma Noise Ordinance 03-2006
 - a. CONSTRUCTION HOURS (includes any and all deliveries)
 - i. MONDAY - FRIDAY 8:00 a.m. to 6:00 p.m.
 - ii. SATURDAY 9:00 a.m. to 6:00 p.m.
 - iii. SUNDAY/HOLIDAYS 10:00 a.m. to 6:00 p.m.

END OF SECTION

END OF SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

**EXHIBIT "A"
CHANGE ORDER FORM**

Sonoma Valley Healthcare District

*139 East Big Bear Boulevard
Big Bear City, California*

Contract Change Order #

Project:	Change Order No.:		
	Orig. Contract Amt.:	\$	Days
Contract No.:			
Contractor:	Prev. Appvd. Changes:	\$	Days
Owner: Sonoma Valley Healthcare District	This Change:	\$	Days
	Revised Contract Amt.:	\$	Days

This Change Order covers changes to the subject contract as described herein. The Contractor shall construct, furnish equipment and materials, and perform all work as necessary or required to complete the Change Order items for a lump sum price agreed upon between the Contractor and Sonoma Valley Healthcare District, otherwise referred to as Owner.

Item No.	Description of Changes	Increase/ (Decrease) in Contract Amount	Contract Time Extension, Days
1			
2			
	Totals	\$	

This Contract Change Order consists of **2 pages** and any exhibits attached to this Contract Change Order shall not be part of the Contract Change Order unless specifically initialed by or on behalf of both the Contractor and the Sonoma Valley Healthcare District.

Contract Change Order # _____ Page 1 of 2

To: Board of Directors – Sonoma Valley Health Care District
From: Bill Boerum, Chair - Governance Committee
Subject: Change in Bylaws: CEO Performance Evaluation

September 7, 2023

During the Board's most recent annual performance evaluation of the Chief Executive Officer, it was observed that there was no provision in the District's Bylaws to provide for an annual performance evaluation of the Chief Executive. It was suggested that the issue be taken up by the Governance Committee.

At the Committee's most recent meeting, August 16, 2023, such subject being on its agenda, the matter was discussed. It was concluded to recommend to the Board that the CEO evaluation should be in the Bylaws and where it should appear.

Article IV Section 1 describes the delegation of authority from the Board to the Chief Executive Officer. Currently it lists 13 functions of the Chief Executive. If the wording below – as recommended to the Board by the Committee – is approved, Section 1 would have two components: a. the current listing of the 13 functions under the new heading of Roles and Responsibilities; and b. the text for the Performance Evaluation.

As to the text, the Committee recommends the following:

b. Performance Evaluation: In connection with exercising and carrying out the above responsibilities and functions, the Chief Executive Officer's performance shall be assessed annually by the Board of Directors and a determination made as to a change in base compensation along with a determination made about incentive compensation measured against annually set metrics, such assessments and determinations be considered first by an ad hoc compensation committee of the Board, then by the Board at such time to coincide as close as possible to the anniversary date of the performance period and the end of the District's fiscal year.

There is no financial impact to this change. It does commit the Board to a timely, annual performance evaluation of the Chief Executive, assuring the Executive of that action. .

To: Board of Directors – Sonoma Valley Health Care District
From: Bill Boerum, Chair - Governance Committee
Subject: Change in Bylaws: Standing Committee Community Member Qualifications

September 7, 2023

A few months ago, the Board – on the recommendation of the Governance Committee – approved an addition to the Bylaws addressing the matter of the length of service (terms) of community members.

At the Committee's most recent meeting, August 16, 2023, the subject of the qualifications of Community Members to serve on Standing Committees was on the agenda. The subject was discussed. It was concluded to recommend to the Board that Community Members should have relevant experience for the Committee on which they serve.

Article III – Board of Directors, Section 4 Committees, a. Types of Committees paragraph (3) states that: Members of Standing Committees and Advisory Committees shall be residents of the District or practitioners or business owners having their primary activity within the District.

The Committee recommends that the following text be added to (3) above:

“...and shall have qualifications and experience related to the domain of the Committee on which they serve.”

In past practice, in effect it is likely that this vetting has been observed in the recruitment, consideration, and appointment of Community Members. Such a mention of qualifications in the Bylaws affirms the Board's commitment to excellence and desire to receive the best possible advice from Community Members serving on its Standing Committees.

There is no financial impact to this change.

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Chief of Staff Board Report

Ako Walther, MD, MMM

Term of report - May 2023- August 2023

Subjects

- 1. Current Medical Staff**
- 2. Medical Staff Quality**
 - I. ED Q-Reviews
 - II. HCHAPS
 - III. Ambulatory Surgery
- 3. New Medical Staff Leaders**

Current Medical Staff By The Numbers

- Total Medical Staff: **142**
- Active Medical Staff: **40**

New Medical Staff			
Timothy Smith	Emergency Medicine	Steven Rudis	Emergency Medicine
Josef Beauvais	Emergency Medicine	Clayton Overton	Emergency Medicine
John Moser	Emergency Medicine	Chang Sung Shin	Family Medicine
Andrew Nothmann	Emergency Medicine	Rafael Sepulveda Acosta	Sleep Medicine
Elizabeth Howse	Emergency Medicine	David Colliflower	Orthopedic Surgery
Andrew Fenton	Emergency Medicine	Pankaj Malhorta	Cardiovascular Disease
Famarz Mottalei	Emergency Medicine	Jennifer Caris	Emergency Medicine
Nicholas Lopez	Emergency Medicine	Elizabeth Tong	Radiology
Seric Cusick	Emergency Medicine	Marin McDonald	Radiology
Thomas Dunlap	Cardiovascular Disease	Olusegun Adetuyi	Family Medicine
Robert Duncan	Emergency Medicine	Rebecca Spear	Geriatrics

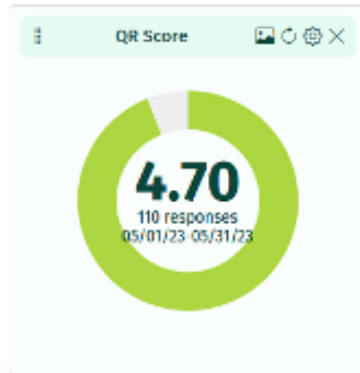
ED Q-Reviews

6 Questionnaires

1. How would you rate the courtesy of your doctor?
2. How would you rate the waiting time at the ED?
3. How well were your tests, treatments, and medications explained to you?
4. Overall, how would you rate your experience with us?
5. How likely are you to recommend us to a friend or loved one?
6. How would you rate the time your doctor spent with you?

ED Q-Reviews

May 2023
N=105-106



How would you rate the courtesy of your doctor?

105 Responses

0.931

4.714



How would you rate the waiting time at the Emergency Department?

106 Responses

0.511

4.698



How well were your tests, treatments, and medications explained to you?

105 Responses

0.735

4.676



Overall, how would you rate your experience with us?

105 Responses

0.932

4.657



How likely are you to recommend us to a friend or loved one?

105 Responses

1.000

4.657



How would you rate the time your doctor spent with you?

105 Responses

0.918

4.619



June 2023
N=92-94



How would you rate the courtesy of your doctor?

94 Responses

0.775

4.628



How would you rate the waiting time at the Emergency Department?

94 Responses

0.636

4.457



How well were your tests, treatments, and medications explained to you?

94 Responses

0.893

4.489



Overall, how would you rate your experience with us?

92 Responses

0.889

4.435



How likely are you to recommend us to a friend or loved one?

92 Responses

1.000

4.402



How would you rate the time your doctor spent with you?

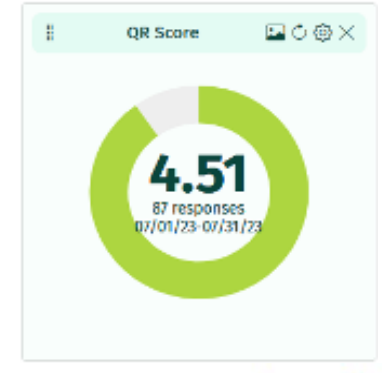
93 Responses

0.781

4.484



July 2023
N=80-81



How would you rate the courtesy of your doctor?

81 Responses

0.753

4.543



How would you rate the waiting time at the Emergency Department?

80 Responses

0.703

4.350



How well were your tests, treatments, and medications explained to you?

81 Responses

0.703

4.432



Overall, how would you rate your experience with us?

81 Responses

0.945

4.444



How likely are you to recommend us to a friend or loved one?

81 Responses

1.000

4.469



How would you rate the time your doctor spent with you?

81 Responses

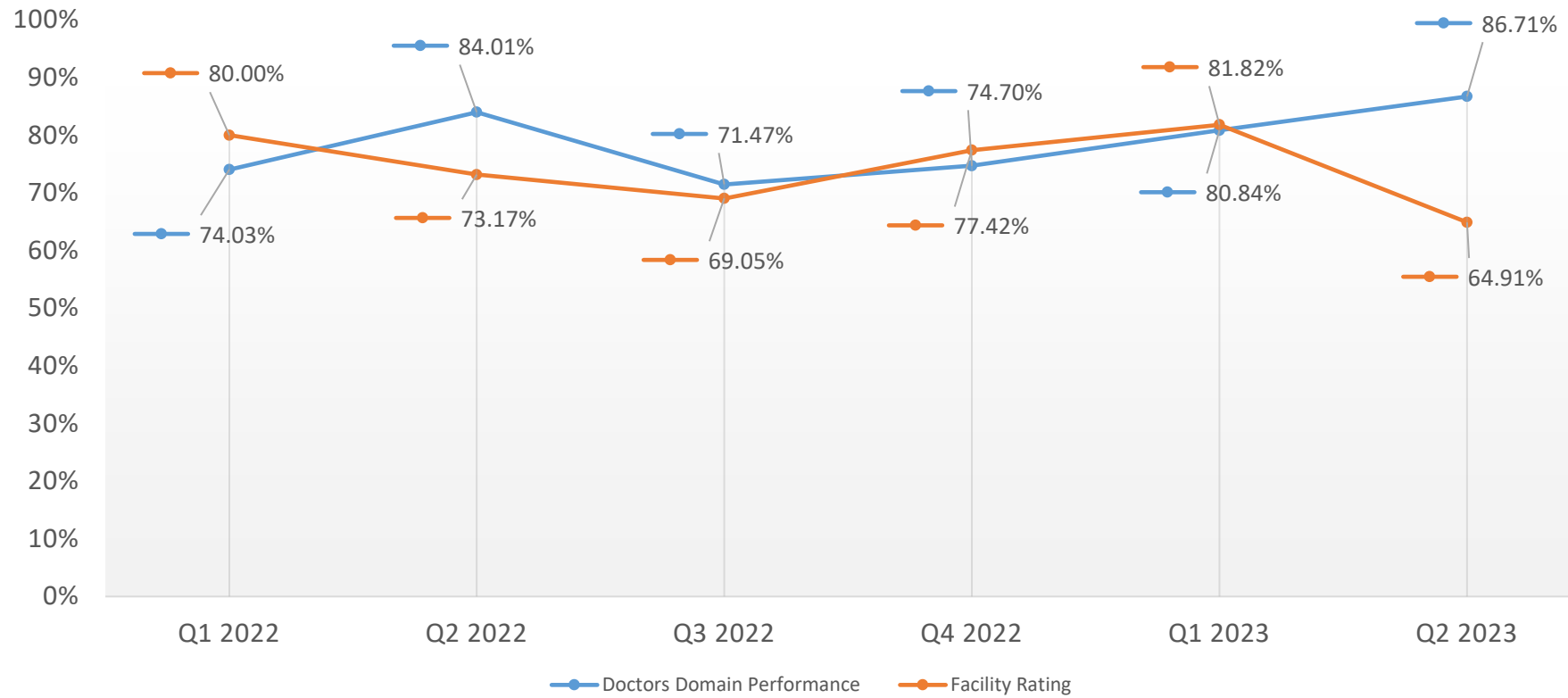
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4.346

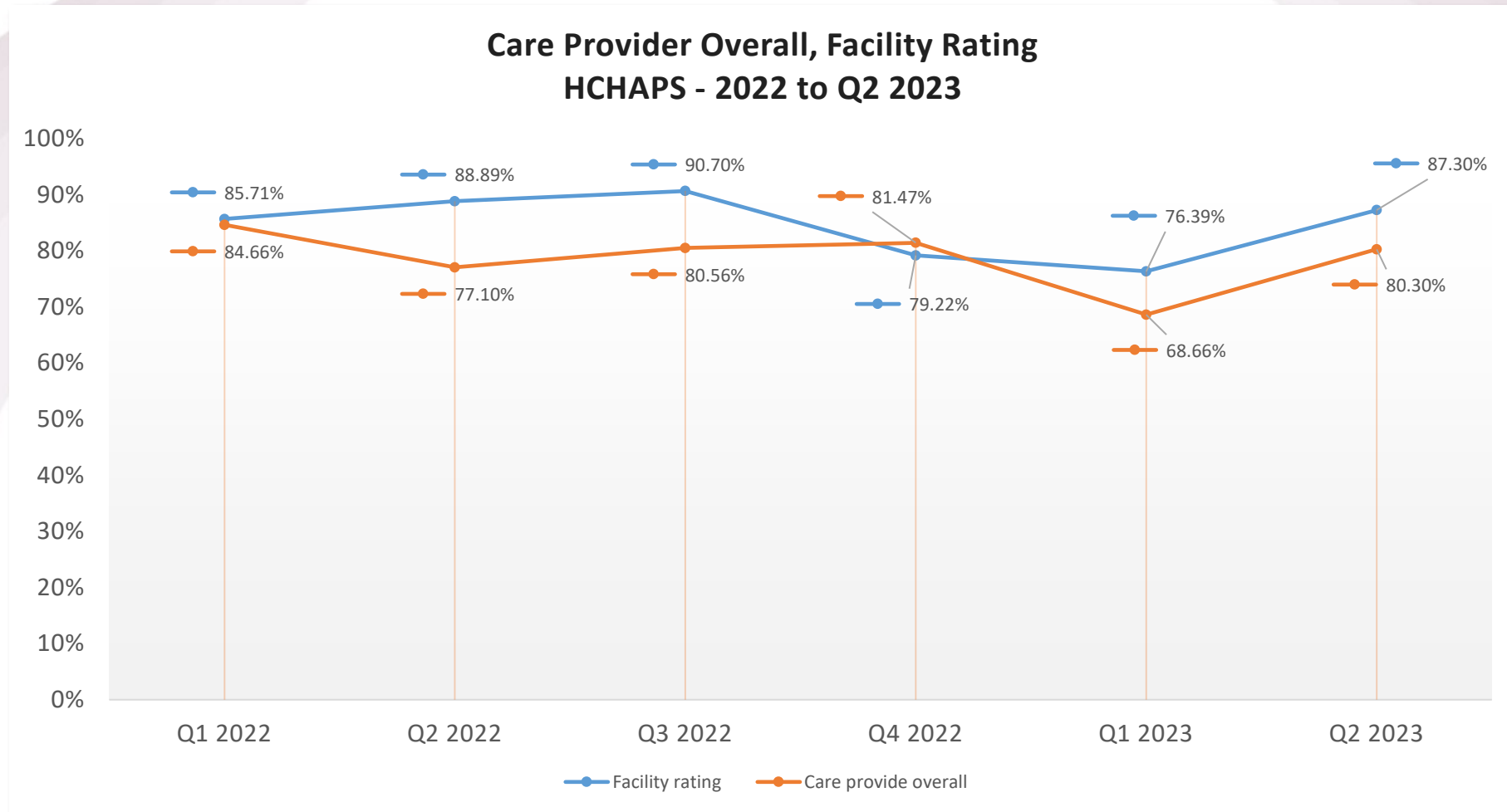


HCAHPS

Doctors Domain Performance, Facility Rating HCHAPS - 2022 to Q2 2023



Ambulatory Surgery



New Medical Staff Leaders

Chief of Staff	Ako Walther
Vice Chief of Staff	Paul Amara
Chair of Medicine	Alex Rainow
Vice Chair of Medicine	John Hart
Chair of Surgery	Noah Wise
Vice Chair of Surgery	Michael Brown

Goals

- Cultivate alignment and foster cohesion within the medical staff leadership, nurturing a foundation of trust to build a resilient and unified team.
- Foster a strong partnership with the new ER group to deliver exceptional medical care through collaborative efforts, ensuring the highest quality of patient treatment.
- Establish robust connections with local PCPs, thereby fortifying relationships to facilitate a seamless and transparent patient care journey encompassing transitions from PCPs to the ER, admissions, and discharges.



To: SVHCD Board of Directors
From: John Hennelly
Date: 09.07.23
Subject: CEO Report

Strategic Planning

Master Facility Planning is underway with a search for a suitable contractor to provide the service. We will be reviewing qualified entities over the coming weeks.

As related to our new **strategic plan**, our efforts in FY24 will focus on:

- *Campus Realignment*: discussions with UCSF regarding how they might participate, business plan development on SNF, Sub Acute, Memory Care service lines; working to engage a firm to assist with the development of a master facility plan
- *Community Care*: market sizing for various community opportunities, urgent care, diagnostic center, specialty clinics, PT/OT
- *Sustainability*: business plan development on GI, cardiology, orthopedics, and UCSF clinical services
- *Seismic*: continued research on possible options. The Board will be reviewing a proposal for the hospital to engage HED to assist in the assessment.

Operations

Napa Valley Emergency Medicine Group began staffing the emergency department effective 8/1/23. The new group has been successfully onboarded. ED services continue uninterrupted.

The hospital continues to work to open a virtual clinic, staffed by **Dr Peter Carroll**. Dr Carroll is a world-renowned urologist who has spent his career building a program at UCSF. The first stage of the clinic will be virtual with patients being seen at the hospital by Dr Carroll who will attend virtually. We expect by the end of the year to transition to an in-person clinic at the hospital.

The **construction project manager** position, co-funded by the hospital foundation, has been filled. The applicant began mid-August. We will progress more expediently with more of our pending capital projects with this new recruit on board.

The **fiscal year**, effective 7/1/23, started very positively. The organization saw higher than predicted volumes in many areas and managed expenses effectively. Summer is often a 'lull' in the year as elective surgeries are less common and respiratory ailments subside with warmer weather. While we did experience some lulls, they were eclipsed by strong volumes in other areas.

Capital

The Board will be reviewing a proposal to award the contract for the construction of the permanent MRI module. This proposal, totalling \$1.43 million, will launch the design and manufacture of the module slated to house the new MRI in it's final destination.

The Board will be reviewing a proposal to award the contract for phase 2 of the CT phase of the Outpatient Diagnostic Center. This phase is focused on the repurposing of the vacated space in the Radiology Department along with a few remaining required improvements.

The **ICU renovation** is being rescoped as state code requirements necessitate plan modifications. We expect to have the project completed later this calendar year. Additional funding may be required.

Planning is underway for the **expansion of PT** at Highway 12. The objective is to increase capacity to meet the community need. You will be receiving a proposal for the expansion at this month's meeting. The proposal is 'high level' as we're seeking approval to begin fund raising. We are concurrently working with an architect to finalize the details. The proposal needs approval as the funding will be provided by the SVH Foundation which starts its annual appeal shortly. We will bring a more detailed plan to a board meeting later this calendar year.

We are 9 months into our **Epic** implementation. The system is running as expected. Interfaces to community partners are almost complete. One key remaining interface is with UCSF. This work is underway. Data validation has go-live scheduled for the third week in September.

Quality

The expansion into geriatrics is underway with Becky Spear, Geriatric Nurse Practitioner, on board. Her initial focus is on inpatient care management, supporting the inpatient care team. We expect the program to expand over the fiscal year.

SVH Performance Score Card

1. Quality and Safety

Objective	Target	JUN.23	JUL.23	Trend	Supporting detail
Infection Prevention					
Central Line Blood Stream Infection CLABSI per 10k pt days	<1	0.00	0.00	↔	
Catheter Associated Urinary Tract Infection- CAUTI per 10k pt days	<1	0.00	0.00	↔	
CDIFF Infection per 10k pt days	<0.9	0.00	0.00	↔	
Safety					
Patient Fall per 1000 pt days	<3.75	0.00	0.00	↔	
Patient fall with injury per 1000 pt days	<3.75	0.00	0.00	↔	
Surgical Site Infections per 1000 Acute Care Admissions	0.00	0.00	0.00	↔	

Core Measures					
Sepsis Early Management Bundle % compliant	>81%	50 (n=6)	75 (n=4)	↑	Sepsis task force formed to address
Severe Sepsis 3 hour Bundle % compliant	>94%	66.7 (n=6)	100 (n=4)	↑	
Severe Sepsis 6 hr Bundle % compliant	100.00	50 (n=2)	100 (n=4)	↑	Sepsis task force formed to address
Core OP 23- Head CT within 45 mins % compliant	70.00	N/A	75% (n=4)	↔	

Mortality					
Acute Care Mortality Rate %	<15.3	1.70	2.20	↓	

ED					
Core OP 18b Median Time ED arrival to ED Departure mins	<132	117.5 (n=32)	130 (n=27)	↓	
Core Op 22 ED Left without being seen LWBS	<2%	0.20	0.60	↓	

PSI 90					
PSI 90 Composite Acute Care Admissions	0.00	0.00	0.00	↔	

Preventable Harm					
Preventable Harm Events Rate % of risk events graded Minor-Major	0.00	0.00	0.13	↓	

Readmissions					
Readmissions to Acute Care within 30 days %	<15.3	5.17 (n=3)	4.55 (n=2)	↑	Lower is better



2. Employees

Objective	Target	JUN.23	JUL.23	Trend	Supporting Detail
Turnover	<3%	0.3	0.9	↓	
Workplace Injuries	<20 Per Year	3 (QTR2)	2 (QTR3)	↑	

3. Patient Experience

Objective	Target	MAY.23	JUN.23	Trend	Supporting Detail
Outpatient Ambulatory Services					
Recommend Facility	>90%	86 (n=35)	91 (n=34)	↑	Top Box Scores. % of patients that ranked us 5/5
Communication	>90%	94 (n=35)	93 (n=34)	↓	
Discharge Instructions	>95%	98 (n=35)	99 (n=34)	↑	
HCAHPS					
Recommend the hospital	>90%	86 (n=21)	80 (n=15)	↓	Top Box Scores. % of patients that ranked us 5/5
Communication with Nurse	>90%	91 (n=22)	80 (n=15)	↓	
Communication with Doctor	>90%	83 (n=22)	87 (n=15)	↑	
Cleanliness of Hospital	>90%	86 (n=21)	64 (n=14)	↓	
Communication about medicines	>90%	65 (n=15)	50 (n=8)	↓	
Discharge Information	>90%	89 (n=19)	89 (n=15)	↔	

4. Volume

Objective	Target	JUN.23	JUL.23	Trend	Supporting Detail
Patient Visits					
Emergency Visits	>750	915.0	869.0	↓	
Surgical Volume Outpatient	>140	173.0	168.0	↓	
Surgical Volume Inpatient	>13	12.0	14.0	↑	
Inpatient Discharges	>50	62.0	58.0	↓	

5. Financial

Objective	Target	JUN.23	JUL.23	Trend	Supporting Detail
Operating EBDA in %	>-4.0%	-5.0%	-0.2%	↑	
Days Cash on Hand month end	>42	42.3	39.7	↓	
Net Revenue (\$M) (annualized)	>\$46	\$ 55.0	\$ 56.0	↔	

Scorecard Definitions for Quality Metrics

Central Line Associated Blood Stream Infection (CLABSI)

Blood stream infection found in a patient with a central line in place and has been >48 hours since admission.

Catheter Associated Urinary Tract Infection (CAUTI)

Urinary tract infection found in a patient who has a catheter in place and has been >48hrs since admission.

CDIFF (Clostridium Difficile)

Clostridium Difficile found from a stool sample in a patient that has been admitted >48hrs

Sepsis Early Management

Obtain Blood Cultures BEFORE antibiotics

Administer Antibiotics

Obtain Lactate Level

Lactate Level repeated (if elevated)

Severe Sepsis 3 hour bundle

All above included plus-

Administer 30ml/kg of crystalloid for hypotension or Lactate >4

Focused MD exam

Severe Sepsis 6 hour bundle (septic shock only)

Lactate greater than 4 or

If persistent hypotension with 1 hour of fluid administration add Vasopressor

Shock reassessment by physician

Mortality

Acute care mortality benchmark is derived from CMS 5-star rating benchmark which is 15.3%.

Our average mortality rate each month is around 2-6%, most of our deaths are expected and are related to palliative care/hospice patients.

PSI 90

Summarizes patient safety across multiple indicators including-

Pressure Ulcers

Falls with Hip Fracture

Perioperative (while in surgery) complications

Postoperative complications

Preventable Harm

Unintended physical injury resulting from or contributed to by medical care (including the absence of indicated medical treatment), that requires additional monitoring, treatment or hospitalization, or that results in death. This is a percentage of risk events that have a significance level of minor-major harm.

Derived from the risk events entered into our risk reporting platform.

Examples of risk events are- patient falls, surgical complications, mis-diagnosis, repeat visits, code blue, AMA, transfers to other facilities, documentation issues.

Goal is 0. Alarm is set at 5.0 which is the benchmark set by UCSF and chosen by Dr Kidd

Readmissions

Percentage of patients that get readmitted to the hospital within 30 days of discharge.

CMO Report to the Board

September 2023

Updates

- New ED group transition is going well with full staffing expected by October 2023
- New Geriatric NP has started to build our new age-friendly health system
- Dr. Carroll's start date has been pushed to September 23, 2023
- Ortho and GI Recruitment is ongoing



Deeper Dive: How Our Systems Impact A Patient

Emergency Room nurse and physician provide pain control, diagnose hip fracture and kidney injury

Case Manager finds a short term skilled nursing facility for rehab and social worker provides resources for social needs

Physical therapy helps the patient mobilize early

Elderly patient presents to the ER after fall



Hospitalist physician admits the patient, manages pain, treats kidney injury and discusses goals of care

Patient receives hip fracture repair surgery without complications

Orthopedist consultant sees patient, plans for OR repair of fracture

Pharmacist calls outpatient pharmacies and reconciles medications

Geriatric nurse practitioner provides interventions to decrease chance of post-op delirium

Systems to Improve Care

- New Emergency Room physicians who are ED Board-Certified
- Epic Medical Record with standardized orders sets and embedded best practices
- Growth of orthopedic practice to incorporate geriatric focus
- Pharmacist to provide medication reconciliation on all patients including pre-op
- Geriatric nurse practitioner to provide inpatient consultation, pre-op optimization, and improve post-discharge communication
- PT, Case Management, and Social Work support to expedite safe discharge and address health-related social needs

Questions?





To: Sonoma Valley Health Care District Board of Directors
From: Ben Armfield, Chief Financial Officer
Date: September 7, 2023
Subject: Financial Report for July 2023

1. OVERALL PERFORMANCE | MONTH

July marked the beginning of a new fiscal year, and it was a good start from operations as July’s performance rebounded from a subpar June to deliver a very positive month. In fact, this past month marks one of the better financial performances from operations in recent months as July’s operating margin far exceeded budget and prior year, and the hospital’s operating EBDA was nearly an operational break-even for the month.

Both revenues and expenses played a role as both were favorable to their respective targets in July. Strong surgical and procedural volumes drove the revenue growth, and some continued discipline in some key expense areas helped keep our operational costs under both our budget and recent run-rate.

Volumes continue to be strong, especially on the outpatient side. July delivered more surgical volume to the hospital as procedures continue to uptick. Other outpatient activity, specifically outpatient ancillary visits and ER volumes, just missed budget in July but those areas remain busy as their respective monthly volumes were right in line with previous months.

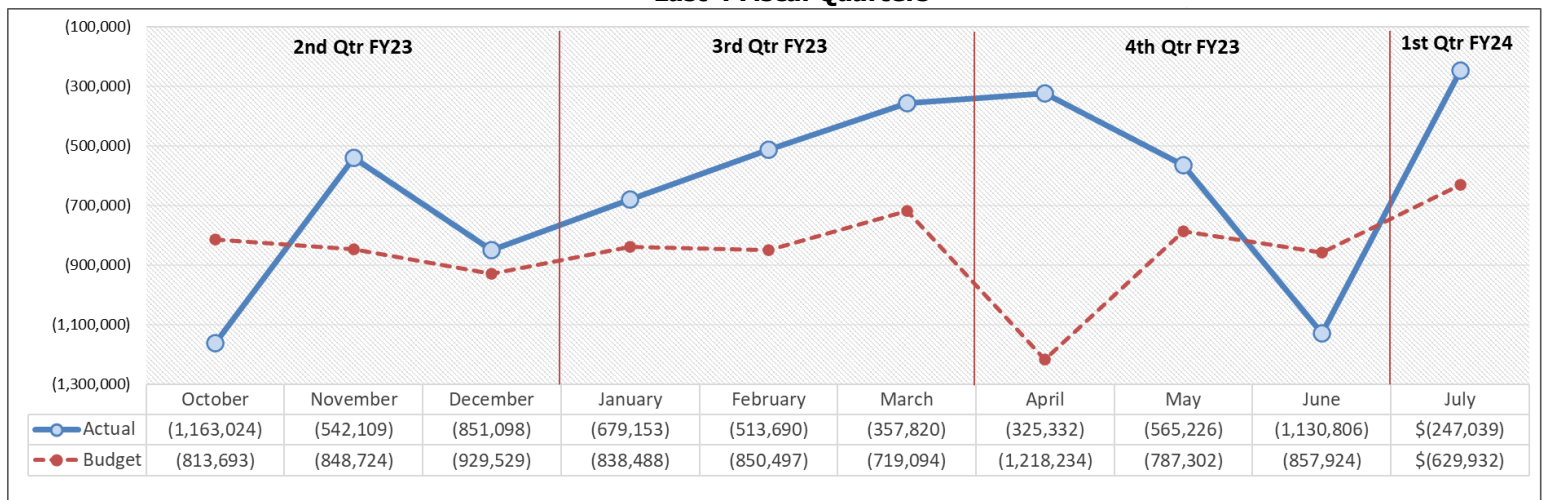
All in, net patient revenue exceeded budget by 4% while operating expenses came in under budget by nearly 5%. Very strong numbers to start the new fiscal year.

Our days cash dropped slightly from June to 39.7, much of which is due to an increase in payments in continued efforts to decrease our overall payables. We did have a better month in cash collections in July and expect continued growth in the months ahead with the recent increases in surgical and procedural volumes.

Table 1 | Overall Performance - July 2023 (There was no IGT in July, Actual or Budget)

	Current Year - Month		Variance		Current Year - YTD		Variance		Prior YTD		Variance	
	Actual	Budget	\$	%	Actual	Budget	\$	%	Actual	\$	%	
Operating Margin	\$ (247,039)	\$ (629,932)	\$ 382,893	61%	\$ (247,039)	\$ (629,932)	\$ 382,893	61%	\$ (751,087)	\$ 504,048	67%	
Operating EBDA	\$ (6,825)	\$ (356,965)	\$ 350,140	98%	\$ (6,825)	\$ (356,965)	\$ 350,140	98%	\$ (521,546)	\$ 514,721	99%	
Net Income (Loss)	\$ 268,852	\$ 88,838	\$ 180,014	203%	\$ 268,852	\$ 88,838	\$ 180,014	203%	\$ (290,120)	\$ 558,972	193%	

**SVH Trended Operating Margin (excl IGT funding)
Last 4 Fiscal Quarters**



2. NET REVENUE SUMMARY:

Table 2 | Net Patient Revenue – Actual vs. Budget - July 2023 (Excluding IGT)

	Month of July 2023				Year To Date July 2023						
	Current Year - Month		Variance		Current Year - YTD		Variance		Prior YTD	Variance	
	Actual	Budget	Var	%	Actual	Budget	\$	%	Actual	\$	%
Gross Revenue	\$ 27,697,586	\$ 26,695,379	\$ 1,002,207	4%	\$ 27,697,586	\$ 26,695,379	\$ 1,002,207	4%	\$ 24,887,605	\$ 2,809,981	11%
Net Patient Revenue	\$ 4,246,672	\$ 4,085,591	\$ 161,081	4%	\$ 4,246,672	\$ 4,085,591	\$ 161,081	4%	\$ 3,885,256	\$ 361,416	9%
NPR as a % of Gross	15.3%	15.3%	0%		15.3%	15.3%	0%		15.6%	-2%	
Tot Operating Revenue	\$ 4,332,181	\$ 4,178,397	\$ 153,784	4%	\$ 4,332,181	\$ 4,178,397	\$ 153,784	4%	\$ 3,964,934	\$ 367,247	9%

3. OPERATING EXPENSE SUMMARY:

Table 3 | Operating Expenses – Actual vs. Budget – July 2023 (Excluding IGT)

	Month of July 2023				Year To Date July 2023						
	Current Year - Month		Variance		Current Year - YTD		Variance		Prior YTD	Variance	
	Actual	Budget	Var	%	Actual	Budget	\$	%	Actual	\$	%
Operating Expenses	\$ 4,579,220	\$ 4,808,329	\$ 229,109	4.8%	\$ 4,579,220	\$ 4,808,329	\$ 229,109	5%	\$ 4,716,021	\$ 136,800	3%
Worked FTEs	215.4	210.2	(5.1)	-2%	215.4	210.2	(5.1)	-2%	195.0	(20.4)	-10%

Operating expenses were very favorable in July. Highlighting this performance was a decrease in traveler and registry spend as we continue to work hard in recruiting and filling vacancies through direct hires. Some of the expense variance is timing related, as we do spread most of our budgeted purchased service expenses evenly over the fiscal year. This will smooth out in time over the fiscal year, but it is worth noting as this is a contributing factor to the positive variance in July.

4. VOLUME SUMMARY:

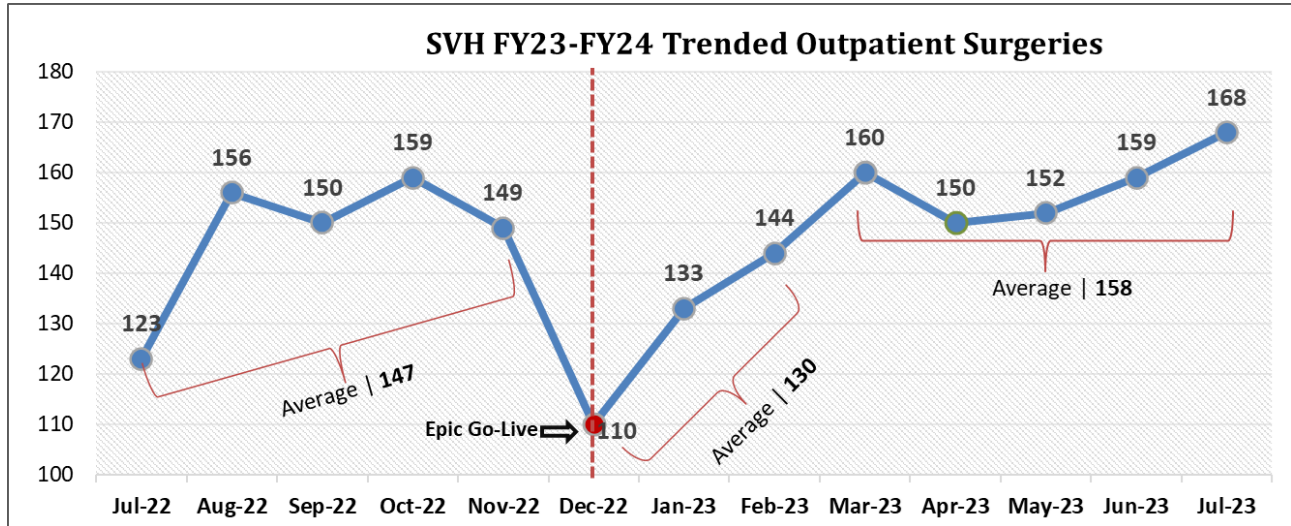
Table 4 | Patient Volumes – July 2023

	Month of July 2023				Year To Date July 2023						
	Current Year		Variance		Current Year		Variance		Prior Year	Variance	
	Actual	Budget	Var	%	Actual	Budget	Var	%	Actual	Var	%
Acute Patient Days	235	264	(29)	-11%	235	264	(29)	-11%	284	(49)	-17%
Average Daily Census	7.6	8.5	(0.9)	-11%	7.6	8.5	(0.9)	-11%	9.2	(1.6)	-17%
Acute Discharges	58	56	2	3%	58	56	2	3%	60	(2)	-3%
IP Surgeries	14	13	1	8%	14	13	1	8%	18	(4)	-22%
OP Surgeries/Spec Proc	168	155	13	8%	168	155	13	8%	123	45	37%
Total Surgeries / Procedure:	182	168	14	8%	182	168	14	8%	141	41	29%
Total Outpatient Visits	4,563	4,588	(25)	-1%	4,563	4,588	(25)	-1%	4,057	506	12%
Total ER Visits	869	886	(17)	-2%	869	886	(17)	-2%	818	51	6%

Volumes remain strong. The inpatient performance was particularly exciting as we exceeded budget in discharges while coming in well below budgeted patient days. That's an indication that lengths of stay are coming down. In a fixed fee world, that is a positive - especially for our Medicare population that is reimbursed on a DRG basis. We just missed budget in outpatient visits and ER volumes, but both tracked very close, only missing by 1% and 2%, respectively. Both also far outpaced prior year. We expect to see more ER volumes as the new medical group gets settled in.

Surgical volumes continue to uptick with continued incremental volume in GI, general, and orthopedic surgeries. Outpatient surgeries in July mark a 13-month high, exceeding budget and far exceeding the prior year.





5. CASH ACTIVITY SUMMARY:

Table 5 | Cash / Revenue Cycle Indicators - July 2023

	Jul-23	Jun-23	Var	%
Days Cash on Hand	39.7	42.3	(2.6)	-6%
A/R Days	49.0	56.0	(7.0)	-13%
A/P Days	43.7	46.5	(2.8)	-6%

ATTACHMENTS:

- Attachment A is the Payer Mix Analysis
- Attachment B is the Operating Indicators Report
- Attachment C is the Balance Sheet
- Attachment D (two pages) is the Statement of Revenue and Expense. The first page breaks out the hospital operations and page two includes all other activity.
- Attachment E is the Cash Projection



Sonoma Valley Hospital
Payer Mix for the month of July, 2023

ATTACHMENT A

MONTH				
Gross Revenue	Actual	Budget	Variance	% Variance
Medicare	11,058,147	9,528,521	1,529,626	5.8%
Medicare Mgd Care	4,663,342	4,522,472	140,869	0.5%
Medi-Cal	4,310,873	5,012,541	(701,668)	-2.7%
Self Pay	478,848	136,932	341,916	1.3%
Commercial	6,366,959	6,023,534	343,425	1.3%
Worker's Comp.	805,144	946,616	(141,472)	-0.5%
Total	27,683,312	26,170,616	1,512,696	5.8%

YEAR TO DATE				
Actual	Budget	Variance	% Variance	
11,058,147	9,528,521	1,529,626	5.8%	
4,663,342	4,522,472	140,869	0.5%	
4,310,873	5,012,541	(701,668)	-2.7%	
478,848	136,932	341,916	1.3%	
6,366,959	6,023,534	343,425	1.3%	
805,144	946,616	(141,472)	-0.5%	
27,683,312	26,170,616	1,512,696	5.8%	

MONTH			
Payor Mix	Actual	Budget	Variance
Medicare	39.9%	36.4%	3.5%
Medicare Mgd Care	16.8%	17.3%	-0.4%
Medi-Cal	15.6%	19.2%	-3.6%
Self Pay	1.7%	0.5%	1.2%
Commercial	23.0%	23.0%	0.0%
Worker's Comp.	2.9%	3.6%	-0.7%
Total	100.0%	100.0%	

YEAR TO DATE		
Actual	Budget	Variance
39.9%	36.4%	3.5%
16.8%	17.3%	-0.4%
15.6%	19.2%	-3.6%
1.7%	0.5%	1.2%
23.0%	23.0%	0.0%
2.9%	3.6%	-0.7%
100.0%	100.0%	

**SONOMA VALLEY HOSPITAL
OPERATING INDICATORS
For the Period Ended July 31, 2023**

ATTACHMENT B

<u>CURRENT MONTH</u>					<u>YEAR-TO-DATE</u>			<u>YTD</u>
<u>Actual</u>	<u>Budget</u>	<u>Favorable</u>			<u>Actual</u>	<u>Budget</u>	<u>Favorable</u>	<u>Prior</u>
<u>07/31/23</u>	<u>07/31/23</u>	<u>(Unfavorable)</u>			<u>07/31/23</u>	<u>07/31/23</u>	<u>(Unfavorable)</u>	<u>Year</u>
		<u>Variance</u>					<u>Variance</u>	<u>07/31/22</u>
Inpatient Utilization								
Discharges								
1	40	45	(5)	Med/Surg	40	45	(5)	47
2	18	12	6	ICU	18	12	6	13
3	58	56	2	Total Discharges	58	56	2	60
Patient Days:								
4	155	169	(14)	Med/Surg	155	169	(14)	177
5	80	95	(15)	ICU	80	95	(15)	107
6	235	264	(29)	Total Patient Days	235	264	(29)	284
7	-	-	-	Observation days	0	-	-	8
Average Length of Stay:								
8	3.9	3.8	0.1	Med/Surg	3.88	3.77	0.11	3.8
9	4.4	8.2	(3.8)	ICU	4.44	8.23	(3.79)	8.2
10	4.1	4.7	(0.6)	Avg. Length of Stay	4.05	4.68	(0.63)	4.7
Average Daily Census:								
11	5.0	5.5	(0.5)	Med/Surg	5.0	5.5	(0.5)	5.7
12	2.6	3.1	(0.5)	ICU	2.6	3.1	(0.5)	3.5
13	7.6	8.5	(0.9)	Avg. Daily Census	7.6	8.5	(0.9)	9.2
Other Utilization Statistics								
Emergency Room Statistics								
14	869	886	(17)	Total ER Visits	869	886	(17)	818
Outpatient Statistics:								
15	4,563	4,588	(25)	Total Outpatients Visits	4,563	4,588	(25)	4,057
16	14	13	1	IP Surgeries	14	13	1	18
17	168	155	13	OP Surgeries / Special Procedures	168	155	13	123
18	305	225	80	Adjusted Discharges	305	225	80	227
19	1,234	1,054	180	Adjusted Patient Days	1,234	1,054	180	1,089
20	39.8	34.0	5.8	Adj. Avg. Daily Census	39.8	34.0	5.8	35.1
21	1.4050	1.4000	0.005	Case Mix Index - Medicare	1.4050	1.4000	0.005	1.7145
22	1.4830	1.4000	0.083	Case Mix Index - All payers	1.4830	1.4000	0.083	1.6153
Labor Statistics								
23	215	210	(5)	FTE's - Worked	215	210	(5.1)	195
24	237	231	(6)	FTE's - Paid	237	231	(5.7)	224
25	46.44	48.71	2.27	Average Hourly Rate	46.44	48.71	2.27	47.53
26	5.96	6.81	0.85	FTE / Adj. Pat Day	70.32	80.36	10.04	75.27
27	33.9	38.8	4.8	Manhours / Adj. Pat Day	33.9	38.8	4.8	36.3
28	137.5	181.7	44.1	Manhours / Adj. Discharge	137.5	181.7	44.1	174.2
29	25.4%	25.1%	-0.3%	Benefits % of Salaries	25.4%	25.1%	-0.3%	24.0%
Non-Labor Statistics								
30	10.8%	13.1%	2.2%	Supply Expense % Net Revenue	10.8%	13.1%	2.2%	14.8%
31	1,512	2,375	863	Supply Exp. / Adj. Discharge	1,512	2,375	863	2,534
32	15,189	21,576	6,387	Total Expense / Adj. Discharge	15,189	21,576	6,387	20,993
Other Indicators								
33	39.7			Days Cash - Operating Funds				
34	49.0	50.0	(1.0)	Days in Net AR	49.0	50.0	(1.0)	40.9
35	101%			Collections % of Cash Goal	101%			94.9%
36	43.7	55.0	(11.3)	Days in Accounts Payable	43.7	55.0	(11.3)	51.0
37	15.3%	15.3%	0.0%	% Net revenue to Gross revenue	15.3%	15.3%	0.0%	15.6%
38	38.6%			% Net AR to Gross AR	38.6%			15.0%

Sonoma Valley Health Care District
Balance Sheet
As of July 31, 2023
UNAUDITED

ATTACHMENT C

		<u>Current Month</u>	<u>Prior Month</u>	<u>Prior Year</u>
Assets				
Current Assets:				
1	Cash	\$ 779,118	\$ 969,233	\$ 1,688,209
2	Cash - Money Market	4,604,866	5,853,508	5,095,597
3	Net Patient Receivables	10,758,272	10,142,506	6,723,103
4	Allow Uncollect Accts	(1,917,101)	(1,790,487)	(1,456,290)
5	Net A/R	8,841,171	8,352,020	5,266,813
6	Other Accts/Notes Rec	1,625,138	1,723,073	2,045,820
7	Parcel Tax Receivable	3,800,000	3,836,245	3,800,000
8	GO Bond Tax Receivable	2,617,464	-	2,485,089
9	3rd Party Receivables, Net	(26,491)	(23,159)	97,905
10	Inventory	990,158	978,624	1,042,858
11	Prepaid Expenses	1,211,774	1,143,940	1,146,889
12	Total Current Assets	\$ 24,443,197	\$ 22,833,483	\$ 22,669,180
13	Property, Plant & Equip, Net	\$ 56,397,459	\$ 56,461,827	\$ 54,094,923
14	Trustee Funds - GO Bonds	5,774,189	5,274,189	5,754,812
15	Designated Funds - Board Approved	-	-	1,000,000
16	Total Assets	\$ 86,614,845	\$ 84,569,499	\$ 83,518,915
Liabilities & Fund Balances				
Current Liabilities:				
17	Accounts Payable	\$ 4,525,849	\$ 5,317,267	\$ 6,287,322
18	Accrued Compensation	3,586,699	3,444,387	3,357,472
19	Interest Payable - GO Bonds	242,569	194,866	269,295
20	Accrued Expenses	1,696,777	1,498,333	360,538
21	Advances From 3rd Parties	-	-	-
22	Deferred Parcel Tax Revenue	3,483,333	3,800,000	3,483,337
23	Deferred GO Bond Tax Revenue	2,399,343	-	2,277,999
24	Current Maturities-LTD	217,475	217,475	430,034
25	Line of Credit - Union Bank	4,973,734	4,973,734	5,473,734
26	Other Liabilities	57,511	57,511	106,158
27	Total Current Liabilities	\$ 21,183,290	\$ 19,503,574	\$ 22,045,891
28	Long Term Debt, net current portion	\$ 26,957,319	\$ 27,004,036	\$ 26,782,895
29	Fund Balances:			
30	Unrestricted	\$ 22,802,897	\$ 22,659,402	\$ 19,474,189
31	Restricted	15,671,338	15,402,486	15,215,940
32	Total Fund Balances	\$ 38,474,235	\$ 38,061,889	\$ 34,690,129
33	Total Liabilities & Fund Balances	\$ 86,614,845	\$ 84,569,499	\$ 83,518,915

**Sonoma Valley Health Care District
Statement of Revenue and Expenses
For the Period Ended July 31, 2023**

	Month					Year-To-Date				YTD	
	This Year		Variance			This Year		Variance			Prior Year
	Actual	Budget	\$	%		Actual	Budget	\$	%		
1	58	56	2	3%						60	
2	235	264	(29)	-11%						284	
3	-	-	-	0%						8	
4	\$ 22,427	\$ 20,016	\$ 2,412	12%						\$ 18,300	
					Volume Information						
					Acute Discharges	58	56	2	3%		60
					Patient Days	235	264	(29)	-11%		284
					Observation Days	-	-	-	*		8
					Gross O/P Revenue (000's)	\$ 22,427	\$ 20,016	\$ 2,412	12%		\$ 18,300
					Financial Results						
					Gross Patient Revenue						
5	\$ 5,270,930	\$ 6,679,349	\$ (1,408,419)	-21%	Inpatient	\$ 5,270,930	\$ 6,679,349	(1,408,419)	-21%	\$ 6,570,220	
6	13,362,380	12,109,562	1,252,818	10%	Outpatient	13,362,380	12,109,562	1,252,818	10%	9,545,916	
7	9,064,276	7,906,468	1,157,808	15%	Emergency	9,064,276	7,906,468	1,157,808	15%	8,771,469	
8	\$ 27,697,586	\$ 26,695,379	1,002,207	4%	Total Gross Patient Revenue	\$ 27,697,586	\$ 26,695,379	1,002,207	4%	\$ 24,887,605	
					Deductions from Revenue						
9	(23,186,323)	(22,483,096)	(703,227)	-3%	Contractual Discounts	\$ (23,186,323)	\$ (22,483,096)	(703,227)	-3%	\$ (20,886,403)	
10	(100,000)	(100,000)	-	0%	Bad Debt	(100,000)	(100,000)	-	0%	(100,000)	
11	(164,591)	(26,692)	(137,899)	-517%	Charity Care Provision	(164,591)	(26,692)	(137,899)	*	(15,946)	
12	-	-	-	*	Prior Period Adj/Government Program Revenue	-	-	-	*	-	
13	\$ (23,450,914)	\$ (22,609,788)	(841,126)	4%	Total Deductions from Revenue	\$ (23,450,914)	\$ (22,609,788)	(841,126)	4%	\$ (21,002,349)	
					Net Patient Service Revenue						
14	\$ 4,246,672	\$ 4,085,591	161,081	4%		\$ 4,246,672	\$ 4,085,591	161,081	4%	\$ 3,885,256	
15	\$ 85,509	\$ 92,806	(7,297)	-8%	Other Op Rev & Electronic Health Records	\$ 85,509	\$ 92,806	(7,297)	-8%	\$ 79,678	
16	\$ 4,332,181	\$ 4,178,397	153,784	4%	Total Operating Revenue	\$ 4,332,181	\$ 4,178,397	\$ 153,784	4%	\$ 3,964,934	
					Operating Expenses						
17	\$ 1,945,424	\$ 1,991,734	46,310	2%	Salary and Wages and Agency Fees	\$ 1,945,424	\$ 1,991,734	46,310	2%	\$ 1,880,707	
18	735,985	719,880	(16,105)	-2%	Employee Benefits	735,985	719,880	(16,105)	-2%	709,979	
19	\$ 2,681,409	\$ 2,711,614	30,205	1%	Total People Cost	\$ 2,681,409	\$ 2,711,614	30,205	1%	\$ 2,590,686	
20	\$ 557,320	\$ 603,924	46,604	8%	Med and Prof Fees (excl Agency)	\$ 557,320	\$ 603,924	46,604	8%	\$ 545,205	
21	460,649	534,662	74,013	14%	Supplies	460,649	534,662	74,013	14%	575,604	
22	305,875	326,386	20,511	6%	Purchased Services	305,875	326,386	20,511	6%	425,442	
23	240,214	272,967	32,753	12%	Depreciation	240,214	272,967	32,753	12%	229,541	
24	157,932	174,119	16,188	9%	Utilities	157,932	174,119	16,188	9%	172,238	
25	66,583	51,758	(14,826)	-29%	Insurance	66,583	51,758	(14,826)	-29%	53,384	
26	42,598	32,094	(10,504)	-33%	Interest	42,598	32,094	(10,504)	-33%	25,388	
27	66,641	100,804	34,164	34%	Other	66,641	100,804	34,164	34%	98,533	
28	-	-	-	*	Matching Fees (Government Programs)	-	-	-	*	0	
29	\$ 4,579,220	\$ 4,808,329	229,109	5%	Operating expenses	\$ 4,579,220	\$ 4,808,329	229,109	5%	\$ 4,716,021	

**Sonoma Valley Health Care District
Statement of Revenue and Expenses
For the Period Ended July 31, 2023**

	Month					Year-To-Date					YTD
	This Year		Variance			This Year		Variance			Prior Year
	Actual	Budget	\$	%		Actual	Budget	\$	%		
30	\$ (247,039)	\$ (629,932)	\$ 382,893	61%							\$ (751,087)
	Operating Margin										
	Non Operating Rev and Expense										
31	\$ 32,383	\$ 8,496	23,887	*	Miscellaneous Revenue/(Expenses)	\$ 32,383	\$ 8,496	23,887	*	\$ (10,896)	
32	(5,216)	(3,752)	(1,464)	39%	Donations	(5,216)	(3,752)	(1,464)	*	-	
33	-	-	-	*	Physician Practice Support-Prima	-	-	-	*	-	
34	316,667	316,667	-	0%	Parcel Tax Assessment Rev	316,667	316,667	-	0%	316,667	
35	-	-	-	0%	Extraordinary Items	-	-	-	0%	-	
36	\$ 343,834	\$ 321,411	22,423	7%	Total Non-Operating Rev/Exp	\$ 343,834	\$ 321,411	22,423	7%	\$ 305,771	
37	\$ 96,795	\$ (308,521)	405,316	*	Net Income / (Loss) prior to Restricted Contributions	\$ 96,795	\$ (308,521)	405,316	*	\$ (445,316)	
38	\$ -	\$ -	-	0%	Capital Campaign Contribution	\$ -	\$ -	-	0%	\$ -	
39	\$ 1,638	\$ 238,530	(236,892)	0%	Restricted Foundation Contributions	\$ 1,638	\$ 238,530	(236,892)	100%	\$ -	
40	\$ 98,433	\$ (69,991)	168,424	*	Net Income / (Loss) w/ Restricted Contributions	\$ 98,433	\$ (69,991)	168,424	*	\$ (445,316)	
41	170,419	158,829	11,590	7%	GO Bond Activity, Net	170,419	158,829	11,590	7%	155,196	
42	\$ 268,852	\$ 88,838	180,014	-203%	Net Income/(Loss) w GO Bond Activity	\$ 268,852	\$ 88,838	180,014	203%	\$ (290,120)	
	\$ 337,009	\$ (35,554)	372,563		EBDA - Not including Restricted Contributions	\$ 337,009	\$ (35,554)	372,563		\$ (215,775)	
	\$ (6,825)	\$ (356,965)	350,140	98%	Operating EBDA - Not including Restricted Contributions	\$ (6,825)	\$ (356,965)	350,140	98%	\$ (521,546)	

Sonoma Valley Hospital
Cash Forecast
FY 2024

ATTACHMENT E

	Actual July	Forecast Aug	Forecast Sept	Forecast Oct	Forecast Nov	Forecast Dec	Forecast Jan	Forecast Feb	Forecast Mar	Forecast Apr	Forecast May	Forecast Jun	TOTAL
Hospital Operating Sources													
1 Patient Payments Collected	3,964,672	4,162,906	4,371,051	4,589,604	4,681,396	4,485,423	4,575,840	4,575,840	4,575,840	4,575,840	4,575,840	4,575,840	53,710,092
2 Other Operating Revenue	26,197	85,850	33,561	200,452	23,522	40,390	43,299	100,254	65,455	150,750	228,646	115,291	1,113,667
3 Other Non-Operating Revenue	42,960	7,800	7,800	7,800	7,800	7,800	7,800	7,800	7,800	7,800	7,800	7,800	128,760
4 Unrestricted Contributions													-
5 Line of Credit													-
Sub-Total Hospital Sources	4,033,829	4,256,556	4,412,413	4,797,856	4,712,718	4,533,613	4,626,939	4,683,894	4,649,095	4,734,390	4,812,286	4,698,931	54,952,519
Hospital Uses of Cash													
6 Operating Expenses	5,152,114	4,831,075	4,752,307	4,912,485	4,823,838	4,881,548	4,984,096	4,828,418	5,073,479	4,946,353	5,034,948	4,956,867	59,177,527
7 Add Capital Lease Payments	64,932												64,932
8 Add: Bridge Loan Paybacks									608,487				608,487
9 Add: CHFFA Help II Loan Repayments	30,833	30,833	30,833	30,833	30,833	30,833	30,833	30,833	30,833	30,833	30,833	30,833	369,996
10 Additional Liabilities/LOC						250,000							250,000
11 Capital Expenditures	157,689	-	1,370,430	-	520,430	-	1,795,430	425,000	1,370,430	-	1,370,430	452,527	7,462,366
Total Hospital Uses	5,405,567	4,861,908	6,153,570	4,943,318	5,375,101	5,162,381	6,810,359	5,284,251	7,083,229	4,977,186	6,436,211	5,440,227	67,933,307
Net Hospital Sources/Uses of Cash	(1,371,738)	(605,352)	(1,741,158)	(145,462)	(662,382)	(628,768)	(2,183,420)	(600,357)	(2,434,135)	(242,796)	(1,623,926)	(741,296)	(12,980,788)
Non-Hospital Sources													
12 Restricted Cash/Money Market	500,000			4,000,000			(3,000,000)						1,500,000
13 Restricted Capital Donations	1,638		520,430		520,430		520,430		520,430		520,430	258,577	2,862,365
14 Parcel Tax Revenue	179,984					2,134,000				1,486,016			3,800,000
15 Other Payments			1,500,000										1,500,000
16 Other:													-
17 IGT							5,400,000	820,933				41,568	6,262,501
18 IGT - AB915										227,253			227,253
19 QIP													-
Sub-Total Non-Hospital Sources	681,622	-	2,020,430	4,000,000	520,430	2,134,000	2,920,430	820,933	520,430	1,713,269	520,430	300,145	16,152,119
Non-Hospital Uses of Cash													
20 Matching Fees					1,958,178	240,898	-	-	-	-	20,784		2,219,860
Sub-Total Non-Hospital Uses of Cash	-	-	-	-	1,958,178	240,898	-	-	-	-	20,784	-	2,219,860
Net Non-Hospital Sources/Uses of Cash	681,622	-	2,020,430	4,000,000	(1,437,748)	1,893,102	2,920,430	820,933	520,430	1,713,269	499,646	300,145	13,932,259
Net Sources/Uses	(690,116)	(605,352)	279,272	3,854,538	(2,100,130)	1,264,334	737,010	220,576	(1,913,705)	1,470,473	(1,124,280)	(441,151)	
Operating Cash at beginning of period	1,469,233	779,117	173,765	453,037	4,307,575	2,207,445	3,471,779	4,208,790	4,429,366	2,515,661	3,986,134	2,861,855	
Operating Cash at End of Period	779,117	173,765	453,037	4,307,575	2,207,445	3,471,779	4,208,790	4,429,366	2,515,661	3,986,134	2,861,855	2,420,704	
Money Market Account - Undesignated	4,604,866	4,604,866	4,604,866	604,866	604,866	604,866	3,604,866	3,604,866	3,604,866	3,604,866	3,604,866	3,604,866	
Total Cash at End of Period	5,383,983	4,778,631	5,057,903	4,912,441	2,812,311	4,076,645	7,813,655	8,034,232	6,120,527	7,591,000	6,466,721	6,025,569	
Average Days of Cash on Hand	40.1												
Days of Cash on Hand at End of Month	39.7	33.8	35.7	34.7	19.9	28.8	55.2	56.8	43.3	53.6	45.7	42.6	