

# **PROJECT MANUAL**

**For**

**FORTUNA VETERANS INTERIOR IMPROVEMENTS  
at**

**1426 MAIN STREET  
FORTUNA, CALIFORNIA**

**COUNTY PROJECT NUMBER: 170248**

*Prepared by:*

**MCSORLEY ARCHITECTURE**

*For:*

**The County of Humboldt**

*Issued on:*

**03-06-2020**

PROJECT SPECIFICATIONS FOR  
FORTUNA VETERANS INTERIOR IMPROVEMENTS

TABLE OF CONTENTS

DIVISION 00 PROCURING & CONTRACTING REQUIREMENTS:

00 01 10	TABLE OF CONTENTS
00 11 16	INVITATION TO BIDDERS
00 21 13	INSTRUCTIONS TO BIDDERS
00 22 13	SUPPLEMENTARY INSTRUCTIONS TO BIDDERS
00 41 00	BID FORM
00 43 13	BID SECURITY FORM (BID BOND)
00 43 23	ALTERNATES
00 43 25	PRE-BID SUBSTITUTION REQUEST FORM
00 43 36	SUBCONTRACTOR LIST
00 43 93	BID SUBMITTAL CHECK LIST
00 45 19	NON-COLLUSION AFFIDAVIT
00 45 26	WORKERS' COMPENSATION CERTIFICATION
00 45 46	EVIDENCE OF RESPONSIBILITY/NON-RESPONSIBILITY
00 45 47	PUBLIC CONTRACT CODE 10232 STATEMENT
00 45 48	DEBARMENT AND SUSPENSION CERTIFICATION
00 52 00	AGREEMENT
00 61 13	PERFORMANCE BOND
00 61 14	PAYMENT BOND
00 72 00	GENERAL CONDITIONS
00 73 00	SUPPLEMENTARY GENERAL CONDITIONS

DIVISION 01 GENERAL REQUIREMENTS:

01 11 00	SUMMARY OF WORK
01 26 00	MODIFICATION PROCEDURES
01 30 00	ADMINISTRATIVE REQUIREMENTS
01 33 00	SUBMITTAL PROCEDURES
01 40 00	QUALITY REQUIREMENTS
01 77 00	CONTRACT CLOSEOUT

END OF SECTION 00 01 10

SECTION 00 11 16 – INVITATION TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed bids are invited by the Department of Public Works of Humboldt County, a public body, corporate and politic, for the performance of all the work and the furnishing of all the labor, materials, supplies, tools, and equipment for the following project:

CONSTRUCTION OF  
**FORTUNA VETERANS INTERIOR IMPROVEMENTS**  
COUNTY OF HUMBOLDT  
PROJECT NUMBER: 170248

Pursuant to the Contract Documents on file with the Department of Public Works of Humboldt County.

A pre-bid meeting is scheduled for **2:00 p.m. Pacific Time, March 26th, 2020** at the FORTUNA VETERANS HALL MEMORIAL BUILDING, 1426 Main Street, Fortuna, California. Contract Documents, Plans and Specifications will be available on **March 18<sup>th</sup>, 2020**.

Each Bid must be contained in a sealed envelope addressed as set forth in said Bid Documents, and filed at the office of the Clerk of the Board of Supervisors of Humboldt County, 825 5th Street, Room 111, Eureka, California at or before **2:00 P.M., Pacific Daylight Time, on April 7<sup>th</sup>, 2020**. All Bids will be publicly opened and summary amounts read aloud. The officer whose duty it is to open the Bids will decide when the specified time for the opening of Bids has arrived.

Plans and Specifications and other Contract Document forms will be available for examination at the Department of Public Works, 1106 2<sup>nd</sup> Street, Eureka, CA, 95501, Phone: (707) 445-7493. Plans will also be available for viewing at area plan centers and on the County's website at: <http://humboldtgov.org/Bids.aspx>.

Each Bid shall be submitted on the forms furnished by the County within the Bid Documents. All forms must be completed.

Each Bid shall be accompanied by one of the following forms of Bidder's Security with a certified check or a cashier's check payable to the County, U.S. Government Bonds, or a Bid Bond executed by an admitted insurer authorized to issue surety bonds in the State of California (in the form set forth in said Contract Documents). The Bidder's security shall be in the amount equal to at least ten percent (10%) of the Bid.

The successful Bidder will be required to furnish and pay for a satisfactory faithful performance bond and a satisfactory payment bond in the forms set forth in said Bid Documents.

The County reserves the right to reject any or all Bids or to waive any informalities in any Bid. No Bid shall be withdrawn for a period of ninety (90) calendar days subsequent to the opening of Bids without the consent of the County.

All Bidders will be required to certify that they are eligible to submit a Bid on this project and that they are not listed either (1) on the Controller General's List of Ineligible Bidders/Contractors, or (2) on the debarred list of the Labor Commissioner of the State of California.

The successful Bidder shall possess a valid Contractor's license in good standing, with a classification of "B" (General Building Contractor) at the time the contract is awarded.

The successful Bidder will be required to comply with all equal employment opportunity laws and regulations both at the time of award and throughout the duration of the Project.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Pursuant to Section 1771.1(a) of the California Labor Code, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Sections 1770 et

seq. of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. It is not a violation of Section 1771.1(a) for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

The Contractor, and each subcontractor participating in the Project, shall be required to pay the prevailing wages as established by the Department of Industrial Relations, Division of Labor Statistics and Research, P.O. Box 420603, San Francisco, CA, Phone: (415) 703-4780.

The attention of Bidders is directed to the fact that the work proposed herein to be done will be financed in whole or in part with State and County funds, and therefore all of the applicable State and County statutes, rulings and regulations will apply to such work.

In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment in accordance with the provisions of the California Fair Employment and Housing Act. (Government Code section 12900et seq)

In accordance with the provisions of Section 22300 of the Public Contract Code, the Contractor may elect to receive 100% of payments due under the contract from time to time, without retention of any portion of the payment, by entering into an Escrow Agreement for Security Deposits In Lieu of Retention.

DATED:

ATTEST:

By: \_\_\_\_\_  
Kathy Hayes  
Clerk of the Board of Supervisors,  
County of Humboldt, State of California

SECTION 00 21 13 - INSTRUCTIONS TO BIDDERS

Sealed Bids will be received by the Clerk of the Board of Supervisors of the County of Humboldt, Humboldt County Courthouse, 825 5th Street, Room 111, Eureka, California 95501, until **2:00 p.m. Pacific Time**, on **Tuesday April 7th** at which time they will be publicly opened by the Clerk of the Board of the County of Humboldt at a public meeting in the Office of the Clerk of the Board, for performance of the following work:

CONSTRUCTION OF  
**FORTUNA VETERANS INTERIOR IMPROVEMENTS**  
COUNTY OF HUMBOLDT  
**PROJECT NUMBER: 170248**

A. SECURING DOCUMENTS

Plans and Specifications and other Contract Document forms will be available for examination at the Department of Public Works, 1106 Second Street, Eureka, CA, 95501, Phone: (707) 445-7493. Plans will also be available for viewing at area plan centers and on the County's website at: <http://humboldt.gov/Bids.aspx>.

B. BASIC INFORMATION

These instructions pertain to the work (as hereinafter defined) to be performed under Agreement with the County of Humboldt (hereinafter sometimes called "Owner"):

<u>Owner</u>	<u>Humboldt County Board of Supervisors</u> 825 Fifth Street Eureka, CA 95501
Owner's Lead Agency:	Department of Public Works County of Humboldt 1106 Second Street Eureka, California 95501 Phone: (707) 445-7493 Fax: (707) 445-7409
Project Location:	Fortuna Veterans Hall Memorial Building 1426 Main Street Fortuna, CA 95540
Architect:	McSorley Architecture PO Box 2472 McKinleyville, CA 95519 Phone: (707) 633-9283

C. RECEIPT OF BIDS

Each bidder should mark its bid as "Bid for the Construction of FORTUNA VETERANS INTERIOR IMPROVEMENTS." Bids shall be deemed to include the written responses to the bidder to any questions or requests for information of County made as part of bid evaluation process after submission of bid. Telephone and fax proposals will not be accepted. County will reject all bids received after the specified time and will return such bids to bidders unopened.

D. DETERMINATION OF APPARENT LOW BIDDER

Apparent low bid will be based on the amount of the bids listed of the Bid Form with the following criteria:

- The apparent low bid will be based on the Base Bid.

#### **E. REQUIRED BID FORM**

All bidders must submit bids on the Section 00 41 00, the "Bid Form." County will reject as non-responsive any bid not submitted on the required form. Bids must be full and complete. Bidders must complete all bid items and supply all information required by the bidding documents and specifications. County reserves the right in its sole discretion to reject any bid as non-responsive as a result of any error or omission in the bid. Bidders may not modify the Bid Form or qualify their bids. Bidders must submit clearly and distinctly written bids. Bidders must clearly make any changes in their bids by crossing out original entries, entering new entries and initialing new entries. County reserves the right to reject any bid not clearly written. The Bid Form shall be signed by the bidder's legal representative as indicated on the Bid Form. If the bid is made by an individual, it shall be signed and his/her full name and his/her address shall be given; if it is made by a partnership, it shall be signed with the co-partnership name by a member of the firm, who shall sign his/her own name and provide the name and address of each member; and if it is by a corporation, the bid shall show the name of the corporation and the state under the laws of which the corporation was chartered. When the bid is signed by the duly authorized officer or officers of the corporation, it shall be attested by the corporate seal, and the names and titles of the principal officers of the corporation shall be given. When a bid is signed by an agent, other than the officer or officers of a corporation authorized to sign contracts on its behalf or a member of a partnership, a "Power of Attorney" must be filed with the County prior to opening bids or shall be submitted with the bid; otherwise, the bid may be rejected as irregular and unauthorized. Bids submitted as joint ventures must so state and be signed by each venturer.

#### **F. CONTENTS OF BID ENVELOPE**

The bid envelope shall contain all of the following:

- Section 00 41 00 - Bid Form
- Section 00 43 13 - Bid Security Form (Bid Bond)
- Section 00 43 36 - Subcontractor List
- Section 00 45 19 - Non-collusion Affidavit
- Section 00 45 26 - Workers' Compensation Certification
- Section 00 45 46 – Evidence of Responsibility/Non-responsibility
- Section 00 45 47 - Public Contract Code 10232 Statement
- Section 00 45 48 - Debarment and Suspension Certification

#### **G. BID OPENING**

The County will stamp bids with the date and time of receipt. Bids will be opened and read publicly at the time and place indicated in Section 1 above. Bidders or their authorized agents may be present. After opening of bids, the County will review all bids for accuracy and reserves the right to correct obvious errors. Upon completion of review, the bids will be ranked by the bid amount and the apparent low bidder will be determined and notified.

#### **H. FAILURE TO EXECUTE AND DELIVER DOCUMENTS**

IF the bidder to whom the Contract is awarded shall fail or neglect , with ten (10) calendar days from the date of the receipt of a notice of award, to execute and deliver all required Contract Documents and file all required bonds, insurance certificates and other documents, County may, in its sole discretion, deposit bidder's surety bond, cashier's check or certified check for collection, and retain the proceeds thereof as liquidated damages for bidder's failure to enter into the Contract Documents. Bidder agrees that calculating the damages County may suffer as a result of bidder's failure to execute and deliver all required Contract Documents would be extremely difficult and impractical and that the amount of bidder's required bid security shall be the agreed and presumed amount of County's damages.

#### **I. BIDDER'S BOND, PERFORMANCE BOND AND PAYMENT BOND**

- a. Bid security must be submitted with the bid. The successful bidder, prior to execution of the Contract, must submit a Performance Bond in the full amount of the Contract. The successful

bidder, prior to execution of the Contract, must submit a Payment Bond in the full amount of the Contract.

- b. The company providing the required performance and payment bonds must be listed in U.S. Treasury Circular No. 570 as a surety approved to issue bonds securing Government contracts in the State of California.

#### J. REQUIRED LISTING OF PROPOSED SUBCONTRACTORS

- a. Each proposal shall have listed therein the name, address, description of work and contractor's license number of each subcontractor to whom the bidder proposes to subcontract portions of the work in the amount of 1/2 of one percent of their total bid, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code and for verification of conformance with Labor Code Sections 1771 and 1725.5. The bidder's attention is invited to other provisions of said Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.
- b. A sheet for listing the subcontractors, as required herein, is included in the proposal- Please reference Section 00 43 36 "Subcontractor List."

#### K. INSURANCE

It is highly recommended that bidders confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of the insurance certificates and endorsements required. A bidder, who executes the Contract and thereafter fails to comply strictly with the insurance requirements, will be deemed to be in breach of Contract.

#### L. RESERVATION OF RIGHTS

County specifically reserves the right, in its sole discretion, to reject any or all bids, or re-bid, or to waive minor irregularities from bid requirements. If no bids are received, the County reserves the right to identify interested contractor(s) and negotiate directly without re-bidding.

#### M. SECURITIES IN LIEU OF RETENTION

Public Contract Code Section 22300 gives the Contractor for option to deposit securities with an escrow agent as a substitute for retention earnings to be withheld by the County.

#### N. PRE-BID MEETING

The Pre-Bid Meeting is scheduled for 2:00 p.m. Pacific Time, Thursday March 26<sup>th</sup>, 2020 at the Fortuna Veterans Memorial Building, 1426 Main Street, Fortuna CA 95540.. The Pre-Bid meeting is not mandatory. See Paragraph "R" below.

#### O. WITHDRAWAL OF BIDS

Any bidder may withdraw his/her bid, either personally or by written request, any time prior to the scheduled closing time for receipt of bids.

#### P. QUESTIONS AND CLARIFICATIONS

In order to avoid any misinterpretation or misrepresentation between the Bidder, the Architect and the County as regards the plans and specifications for the Project, neither the County nor Architect will respond to any verbal or telephone inquiries, however Bidders may submit written inquiries for clarifications or questions by email, mail or fax to the attention of Humboldt County Department of Public Works , 1106 Second Street, Eureka, CA 95501, FAX (707) 445-7493, email:smeehan@co.humboldt.ca.us. Any responses to written

Bidder inquiries will be at the full discretion of the County, and any responses will be in writing in the form of an Addendum to these Contract Documents, which will be sent to all Bidders.

**Q. MINIMUM RATES OF PAY**

The Contractor, and each subcontractor participating in the Project, shall be required to pay the prevailing wages as established by the Department of Industrial Relations, Division of Labor Statistics and Research, P.O. Box 420603, San Francisco, CA, Phone: (415) 703-4780. A schedule of the minimum rates of pay applicable to this Contract is on file at the principal office of Humboldt County Public Works at 1106 Second Street, Eureka, California, and shall be made available to any interested party on request.

**R. COMMUNICATIONS**

- a. All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing.
- b. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Contract or at such other office as Contractor may from time to time designate in writing to the County of Humboldt or deposited in the United States mail in a sealed postage-prepaid envelope, or if delivered with charges prepaid to any delivery company for transmission, in each case addressed to such office.
- c. All papers required to be delivered to the County shall, unless otherwise specified in writing to the Contractor, be delivered to the County and any notice to or demand upon the County of Humboldt shall be mailed in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any delivery company for transmission to the County of Humboldt at such address, or to such other representatives of the County of Humboldt or to such other address as the County may subsequently specify in writing to the Contractor for such purpose.
- d. Any such notice shall be deemed to have been given as of the time of actual delivery; or, in the case of mailing, when the same should have been received in due course of post; or, in case of any delivery company, at the time of actual receipt.

**S. SUBSTITUTIONS**

- a. All pre-bid substitution requests for "equal" products or systems shall be submitted to the Owners Representative 10 days prior to the contract bid opening date. All pre-bid substitution requests shall be submitted on the PRE-BID SUBSTITUTION REQUEST FORM - SECTION 00 43 25, see Section 00 72 00, GC 27, B.
- b. Product substitution requests for products that are "equal" to specified products but not produced by an "Acceptable Manufacturer", per each technical specification shall be submitted within 35 days after the contract is awarded. All product substitution requests shall be submitted on the PRODUCT SUBSTITUTION REQUEST FORM; see Section 01 60 00, "Product Requirements."

**R. ADDENDA OR BULLETINS**

- a. Any Addenda or Bulletins issued during the time of bidding or forming a part of the Documents loaned to the Bidder, for the preparation of his Bid, shall be covered in the Bid, and shall be made a part of the Contract.
- b. No addenda shall be issued within 48 hours of the designated Bid opening time. Any addenda resulting in material changes, addition, or deletion shall be issued at least 72 hours before the designated Bid opening time; otherwise the Bid time shall be extended by not less than 72 hours.

**T. BIDDERS INTERESTED IN MORE THAN ONE BID**



No person, firm, or corporation shall be allowed to make or file, or be interested in more than one bid for the same work, unless alternate bids are called for. A person, firm, or corporation, who has submitted a subproposal to a bidder, is not thereby disqualified from submitting a subproposal or quoting prices to the other bidders.

#### U. VISITING THE SITE & KNOWLEDGE OF PLANS & SPECIFICATIONS

Before submitting a bid for the work, it is recommended that the Bidder inspect the sites and inform himself as to the conditions under which he will be obligated to execute the work. A Pre-Bid meeting and walk-through are scheduled for this project. See Paragraph "N" above.

No allowance will be subsequently made for failure to inspect, and the Bidder will be solely responsible for the consequences of his negligence or lack of diligence. Before submitting any proposal, each Bidder shall examine the General Conditions, Plans, Specifications, as well as these Instructions to Bidders, and the forms appended hereto and made a part hereof.

#### V. BID PROTEST

Any bid protest must be in writing and must be received by the Director of Public Works, Humboldt County Department of Public Works, 1106 Second Street, Eureka, CA, 95501, Fax: (707) 445-7409 or by email before 5:00 p.m. no later than three (3) working days following bid opening (the "Bid Protest Deadline") and must comply with the following requirements:

- a. Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
- b. The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address and telephone number of the person representing the protesting bidder if different from the protesting bidder.
- c. A copy of the protest and all supporting documents must also be transmitted by fax or by e-mail, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
- d. The protested bidder may submit a written response to the protest, provided the response is received by the Department Director before 5:00 p.m., within two (2) working days after the Bid Protest Deadline or after receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address and telephone number of the person representing the protested bidder if different from the protested bidder.
- e. The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

END OF SECTION 00 21 13

SECTION 00 22 13 - SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

1. PROJECT DESCRIPTION

The project consists of limited demolition, interior improvements to the existing lounge, as well as various life safety improvements throughout the facility.

- A. Project Location:  
FORTUNA VETERANS MEMORIAL BUILDING  
1426 Main Street  
Fortuna, California 95540

2. TIME FOR COMPLETION

The Contractor shall complete the entire project within **75** calendar days from the County's issuance of the "Notice to Proceed".

3. LIQUIDATED DAMAGES

As actual damages for any delay in completion are impossible of determination, the Contractor and their sureties shall be liable for and shall pay to the County of Humboldt the sum of \$750 as fixed, agreed and liquidated damages for each calendar day of delay beyond the contract completion date until the work is completed and accepted.

4. JOB OFFICES

- A. The Contractor must designate an area to serve the posting requirements of this contract. A board (4' x 8') must be in plain view in a well-trafficked area on site. On this board will be posted EEO and wage information in compliance with the General Conditions of this contract.
- B. The Contractor and their subcontractors may maintain such office and storage facilities on the site as may be necessary for the proper conduct of the work. These shall be located so as to cause no interference with any work to be performed on the site. The Owner's Representative shall be consulted with regard to locations.
- C. Upon completion of the project, or as directed by the County of Humboldt, Owner's Representative, the Contractor shall remove all such temporary structures and facilities from the site, same to become their property, and leave the premises in the condition required by the County.
- D. The Contractor shall furnish and maintain, during construction of the project, adequate facilities at the site to be designated by the County of Humboldt for the use of the County of Humboldt and the Architect.

5. NOISE ABATEMENT PROVISIONS

- A. Noise Affecting Sites and Adjacent Neighborhoods:
1. Limit noise and vibration to a reasonable level as related to specific items of equipment used and their hours of use and as indicated herein. This does not preclude use of mechanical equipment, i.e. jack hammers or power driven fasteners.

2. The Owner's Representative and the Owner shall be the sole judges of permissible noise and vibration levels and they have the right to designate times when they may be used. Comply also with requirements of Section 01 11 00 – Summary Of Work.
- B. External Noise:
1. Locate stationary noise sources away from noise sensitive land uses and buildings to the extent possible. Obtain approval from the Owner's Representative before locating stationary noise sources.
  2. Use truck haul routes through surrounding communities which minimize impacts on noise sensitive land uses. On the site, use routes as directed and approved by Owner's Representative.
- C. Vibration Control: Provide ten (10) working days notice before conducting construction activities that might cause vibration, such as, but not limited to, drilling, excavation, compaction, pile driving, etc.
- D. Noise Levels: Do not exceed an average continuous sound level of 72 dBA, measured at the perimeter of the work area, and do not exceed an impact noise level of 100 dBA measured at the perimeter of the work area, and only two impact occurrences between 72 dBA and 100 dBA are permitted in a one-hour period.

END OF SECTION 00 22 13

SECTION 00 41 00 - BID FORM

TO  
THE COUNTY OF HUMBOLDT  
FORTUNA VETERANS INTERIOR IMPROVEMENTS  
PROJECT NUMBER: 170248

Name of Bidder: \_\_\_\_\_

(Note: Name must be exactly as it appears on Contractor's License.)

Business Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

\_\_\_\_\_

Residence Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

The work to be done shall be constructed in accordance with the Contract Documents, prepared by McSorley Architecture, Dated **December 12<sup>th</sup>, 2019**, the Agreement annexed hereto and the General Prevailing Wage provisions as specified in the "Invitation To Bidders".

Bids are submitted for the entire work. The amount of "The Bid" for comparison purposes will be the determination of the apparent low bid as specified in Section 00 21 13, "Instructions to Bidders".

The Bidder shall set forth for the Base Bid and each Alternate, if any, in clearly legible figures, a written lump sum price and a numeric lump sum price.

In case of a discrepancy between the two notated prices, the written price shall prevail, unless, however, if the amount set forth in writing is ambiguous, unintelligible or uncertain for any cause, or is omitted, then the amount set forth in the numeric column for the item shall prevail.

If this proposal shall be accepted and the undersigned shall fail to enter into the Contract and to give the two required bonds in the sums to be determined as aforesaid, with surety satisfactory to the Department of Public Works, within seven (7) days, not including Sundays and legal Holidays, after the Bidder has received notice from the Department that the contract has been awarded, the County may, at its option, determine that the Bidder has abandoned the Contract, and thereupon this Proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this Proposal shall operate and the same shall be the property of the County of Humboldt.

The undersigned, as Bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that Bidder has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and proposes and agrees if this proposal is accepted, that Bidder will contract with the County of Humboldt, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the material specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Architect as therein set forth, and that he will take in full payment therefor the following item prices to wit:

Receipt and compliance with the following Addenda to the Contract Documents is acknowledged:

1. Addendum No.\_\_\_\_ Dated\_\_\_\_\_
2. Addendum No.\_\_\_\_ Dated\_\_\_\_\_
3. Addendum No.\_\_\_\_ Dated\_\_\_\_\_
4. Addendum No.\_\_\_\_ Dated\_\_\_\_\_
5. Addendum No.\_\_\_\_ Dated\_\_\_\_\_

I, \_\_\_\_\_, as an agent for

\_\_\_\_\_, declare under penalty of perjury under the laws of the State of California, that the information contained in this Bid is true and correct.

Executed at \_\_\_\_\_, California, on \_\_\_\_\_, 2020

The project shall be complete within the time limits specified in Section 00 22 13, "Supplementary Instructions To Bidders." The undersigned is aware the Contract includes provisions for liquidated damages as specified in Section 00 21 13, "Supplementary Instructions To Bidders," if the Project is not completed within the agreed time of completion.

**THE UNDERSIGNED**, as Bidder, proposes the following:

**BASE BID:**

To furnish and complete the entire work as shown on the drawings and listed in the specifications, including required contract bonds and insurance, without additions or subtractions on account of specified alternates, for the sum of:

<b>Base Bid (Lump Sum):</b>	
_____	\$ _____
Total Amount in Words	Total

**BID ALTERNATES**

None

**UNIT PRICES**

For changing quantities of work items from those indicated on the contract drawings and specifications, upon written instructions from the Architect, the following prices shall prevail:

1. Paint interior surfaces (prime & 2 top coats) at a unit cost PER 50 SQUARE FEET:  
\$ \_\_\_\_\_

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with the General Conditions.

**Proposal Signature Page**

Accompanying this proposal is \_\_\_\_\_  
(Insert the words "Cash (\$)", "Cashier's Check", "Certified Check", or "Bidder's Bond", as the case may be) in the amount of at least ten percent (10%) of the total Bid Price submitted. The names of all persons interested in the foregoing proposal as Principals are as follows:

---

---

---

(NOTE: If a Bidder or other interested person is a Corporation, state the legal name of the corporation, also names of the president, secretary, treasurer, and manager thereof; if a Co-partnership, state the true name of the firm, also state the names of all individual co-partners composing the firm; if the Bidder or other interested person is an Individual, state the first and last names in full.)

Licensed in accordance with an Act providing for the registration of Contractors:

License No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Section 10162, and 10232, are true and correct and that the bidder has complied with the requirements of Section 8102 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulation, Part 29 Debarment and Suspension Certification are true and correct.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date

If a Bidder is a Corporation or a Co-partnership:

\_\_\_\_\_  
Name of Corporation or Firm Name of Co-partnership

Signatures of officer(s) or partners authorized to sign contracts on behalf of the Corporation or Co-partnership, Corporations require signature by 2 (two) corporate officers:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

If Signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with the Department prior to opening Bids or may be submitted with the Bid; otherwise the Bid will be disregarded as irregular and unauthorized.

Bidder's Business Address: \_\_\_\_\_

Place of Residence: \_\_\_\_\_

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

**END OF SECTION 00 41 00**

SECTION 00 43 13 - BID SECURITY FORM

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_, as Principal, and \_\_\_\_\_, a corporation, organized and existing under and by virtue of the laws of the State of \_\_\_\_\_ and authorized to do surety business in the State of California, as Surety, are held and firmly bound unto the County of Humboldt, State of California, as Obligee, in the sum of \_\_\_\_\_, Dollars (\$ \_\_\_\_\_), for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the County of Humboldt, State of California, for all work specifically described in the accompanying bid;

NOW, THEREFORE, if the aforesaid Principal is awarded the contract, and within the time and manner required under the specifications, after the prescribed forms are presented to Principal for signature, enters into a written contract in the prescribed form, in accordance with the bid, and files the two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, or if the said Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the Court.

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

\_\_\_\_\_

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

Principal (Seal)

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

Surety (Seal)

- NOTE: (1) Signature of those executing for the surety must be properly acknowledged.  
(2) This bond must be in an amount equal to at least ten (10%) percent of the amount of bid.  
(3) Bidders must use this form unless the surety company form is substantially the same.

END OF SECTION 00 43 13



SECTION 00 43 23 - ALTERNATES

PART 1 - GENERAL

1.1 SUMMARY

- A. Related Documents:
  - 1. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. Section Includes:
  - 1. Administrative and procedural requirements for alternates.

1.2 DEFINITIONS

- A. Alternate: An alternate is an amount proposed by bidders and stated on the Bid Form that will be added to or deducted from Base Bid amount if the Owner decides to accept a corresponding change in either scope of work or in products, materials, equipment, systems or installation methods described in Contract Documents.

1.3 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
  - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule: A listing of Bid Alternates is included on the Bid Form. Specification sections referenced in the Schedule contain requirements for materials necessary to achieve the Work described under each alternate.
  - 1. Include as part of each alternate, miscellaneous devices, appurtenances and similar items incidental to or required for a complete installation whether or not mentioned as part of the alternate.
  - 2. State on the Bid Form amounts that will be ADDED to or DEDUCTED from the Base Bid amount for the work described in the listing of Bid Alternates included on the Bid Form

END OF SECTION 00 43 23

SECTION 00 43 25 - PRE-BID SUBSTITUTION REQUEST FORM

PROJECT: **FORTUNA VETERANS INTERIOR IMPROVEMENTS**  
Project Number: 170248

DATE: \_\_\_\_\_

Note to Contractor: All substitution requests for "equal" products or systems shall be submitted to the Owner's Representative, (10) ten days prior to the contract bid date. See specification section 00 22 13 - SUPPLEMENTARY INSTRUCTIONS TO BIDDERS, sub-section 4.

We hereby submit for your consideration the following product in lieu of the specified item for the above project.

SECTION: \_\_\_\_\_ Paragraph: \_\_\_\_\_

Specified Item: \_\_\_\_\_

Proposed Substitution: \_\_\_\_\_

1. Attach completed technical data, including laboratory tests, color and material samples, if applicable
2. Include complete information on changes to Drawings and/or Specifications which proposed substitution will require for its proper installation. (Plan layout changes, electrical hookup locations)
3. Does the substitution affect dimensions shown on Drawings?             Yes             No
4. Will the undersigned pay for changes to the building design, including detailing costs caused by the requested substitution?     Yes             No
5. What effect does substitution have on other trades?
6. Differences between proposed substitution and specified item?
7. Cost of proposed substitution in comparison with product, system, or method specified?
8. Availability of maintenance and repair services, and sources of repair or replacement items?
9. Manufacturer's guarantees of the proposed and specified items are:  
 Same             Different (Explain on attachment)

The undersigned states that the function, appearance and quality are equivalent or superior to the specified item.

Submitted By: \_\_\_\_\_

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

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

FOR USE BY ARCHITECT:

Accepted                       Accepted as Noted

Not Accepted                       Received Too Late

By:                                      Date:

\_\_\_\_\_  
Remarks:

END OF SECTION 00 43 25

SECTION 00 43 36 - SUBCONTRACTOR LIST

LIST OF SUBCONTRACTORS  
PROJECT NAME: **FORTUNA VETERANS INTERIOR IMPROVEMENTS**  
PROJECT NUMBER: XXXXXX

The Bidder shall list all Subcontractors in accordance with Article 18 of the Supplementary General Conditions.

<u>Name of Subcontractor, CA Contractor License Number</u>	<u>Address</u>	<u>Description of Work to be Performed</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
-----		
_____	_____	_____
_____	_____	_____
_____	_____	_____
-----		
_____	_____	_____
_____	_____	_____
_____	_____	_____
-----		
_____	_____	_____
_____	_____	_____
_____	_____	_____
-----		
_____	_____	_____
_____	_____	_____
_____	_____	_____
-----		
_____	_____	_____
_____	_____	_____
_____	_____	_____
-----		

<u>Name of Subcontractor, CA Contractor License Number</u>	<u>Address</u>	<u>Description of Work to be Performed</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
-----		
_____	_____	_____
_____	_____	_____
_____	_____	_____
-----		
_____	_____	_____
_____	_____	_____
_____	_____	_____
-----		
_____	_____	_____
_____	_____	_____
_____	_____	_____
-----		
_____	_____	_____
_____	_____	_____
_____	_____	_____
-----		
_____	_____	_____
_____	_____	_____
_____	_____	_____
-----		

END OF SECTION 00 43 36

**SECTION 00 43 93 - BID SUBMITTAL CHECKLIST**

The following documents shall be submitted by each Bidder, as part of their complete Bid:

1. Section 00 41 00 - Bid Form
2. Section 00 43 13 - Bid Security Form (Bid Bond)
3. Section 00 43 36 - Subcontractor List
4. Section 00 45 19 - Non-collusion Affidavit
5. Section 00 45 26 - Workers' Compensation Certification
6. Section 00 45 46 – Evidence of Responsibility/Non-responsibility
7. Section 00 45 47 - Public Contract Code 10232 Statement
8. Section 00 45 48 - Debarment and Suspension Certification

END OF SECTION 00 43 93

SECTION 00 45 19 - NONCOLLUSION AFFIDAVIT

TO THE COUNTY OF HUMBOLDT, DEPARTMENT OF PUBLIC WORKS

Non-Collusion Affidavit

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the Bidder declares that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and they have not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the Bidder has not directly or indirectly, submitted their bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member of agent thereof to effectuate a collusive or sham bid.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

END OF SECTION 00 45 19

SECTION 00 45 26 – WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700.

"Every employer except the State shall secure the payment of compensation in one or more of the foregoing ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to their employees."

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

---

Signature of Contractor

---

Printed Name

---

Date

In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2, of the Labor Code, the above certificate must be signed and filed with the awarding body prior to commencing any work under this contract.

END OF SECTION 00 45 26



SECTION 00 45 46 – RESPONSIBILITY / NONRESPONSIBILITY

1. DETERMINATION OF BIDDER RESPONSIBILITY

- A. A responsible bidder is a bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors. (Ord. 2291, § 1, 01/07/2003)
- B. Bidders are hereby notified that the County may determine whether the bidder is responsible based on a review of the bidder's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the bidder against public entities. This will include subcontractors and their employees as well.(Ord. 2291, § 1, 01/07/2003)
- C. The County may declare a bidder to be non-responsible for the purpose of this contract, if the Board of Supervisors, in its discretion, finds that the bidder has done any of the following: (1) committed any act or omission which negatively reflects on the bidder's quality, fitness or capacity to perform this contract with the County or a contract with any other public entity, or engaged in a pattern or practice which negatively reflects on same; (2) committed an act or omission which indicates a lack of business integrity or business honesty; or (3) made or submitted a false claim against the County or any other public entity. (Ord. 2291, § 1, 01/07/2003)
- D. If there is evidence that the apparent low bidder may not be responsible, the department shall notify the bidder in writing of the evidence relating to the bidder's responsibility, and its intention to recommend to the Board of Supervisors that the bidder be found not responsible. The department shall provide the bidder and/or the bidder's representative with an opportunity to present evidence as to why the bidder should be found to be responsible and to rebut evidence which is the basis for the department's recommendation. If the bidder fails to avail itself of the opportunity to rebut the department's evidence, the bidder may be deemed to have waived all rights of appeal. (Ord. 2291, § 1, 01/07/2003)
- E. If the bidder presents evidence in rebuttal to the department, the department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the bidder shall reside with the Board of Supervisors. (Ord. 2291, § 1, 01/07/2003)
- F. These terms shall also apply to proposed [subcontracts/ subconsultants] of bidders on County contracts. (Ord. 2291, § 1, 01/07/2003)

2. DETERMINATION OF BIDDER DEBARMENT

- A. The bidder is hereby notified that the County may debar the bidder from bidding on other County contracts for a specified period of time, not to exceed three (3) years, and the County may terminate any or all of the bidder's existing contracts with the County, if the Board of Supervisors finds, in its discretion, that the bidder has done any of the following: (1) violated any term of a contract with the County; (2) committed any act or omission which negatively reflects on the bidder's quality, fitness, or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity. (Ord. 2291, § 1, 01/07/2003)
- B. If there is evidence that the apparent low bidder may be subject to debarment, the department shall notify the bidder in writing of the evidence which is the basis for the proposed debarment, and shall advise the bidder of the scheduled date for a debarment hearing before the Contractor Hearing Board (CHB). (Ord. 2291, § 1, 01/07/2003)
- C. The CHB shall conduct a hearing where evidence on the proposed debarment is presented. The bidder and/or the bidder's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the CHB shall prepare a proposed decision, which shall contain a recommendation regarding whether the bidder should be debarred, and, if so, the appropriate length of time of the debarment. If the bidder fails to avail itself of the opportunity to submit evidence to the CHB, the bidder may be deemed to have waived all rights of appeal. (Ord. 2291, § 1, 01/07/2003)

- D. A record of the hearing, the proposed decision and any other recommendation of the CHB shall be presented to the Board of Supervisors, by the department head. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the hearing board.(Ord. 2291, § 1, 01/07/2003)
- E. These terms shall also apply to proposed [subcontractors/ subconsultants] of bidder's on County contracts.(Ord. 2291, § 1, 01/07/2003)

EVIDENCE OF RESPONSIBILITY / NONRESPONSIBILITY

(Humboldt County Code Sections 2141 et seq.)

The bidder shall, under penalty of perjury, answer each of the questions below and provide supporting documentation. The term "bidder" shall include any person associated with the bidder in the capacity of owner, partner, director, officer or manager.

1. Is the bidder under suspension, debarment, or determination of ineligibility by any federal, state or local agency?  No  Yes (explain)

2. Has the bidder been suspended, debarred, or determined ineligible by any federal, state or local agency within the preceding 5 years:  No  Yes (explain)

3. Is there pending against the bidder any proposed debarment or suspension proceeding?  No  Yes (explain)

4. Has the bidder been indicted, charged with, or convicted, or assessed civil or administrative penalties, or had a civil judgment rendered against it, in any matter involving:

- (a) fraud, false claims, or dishonesty;
- (b) any serious or wilful violation of the California Occupational Safety and Health Act of 1973 (Labor Code Sections 6300 et seq) or the Federal Occupational Safety and Health Act of 1970;
- (c) violation of the state workers' compensation laws;
- (d) violation of the Contractor's State License Law (Bus & Prof Code Sections 7000 et seq.)
- (e) violation of prevailing wage laws;
- (f) violation of state or federal environmental laws;
- (g) violation of local laws related to permits, land use, or waste disposal?

No  Yes (explain)

5. Has the bidder defaulted on a construction contract within the preceding 10 years?  No  Yes (explain)

6. Provide information concerning any bankruptcy or receivership of bidder, and information regarding all legal claims, disputes, or lawsuits (including administrative matters) arising from any construction project performed within the preceding 5 years, including information regarding any work completed by a surety.

NOTE: This information will not necessarily result in denial of award, but will be considered in determining bidder responsibility. Bidders are cautioned that making a false certification may subject the bidder to criminal prosecution.

END OF SECTION 00 45 46

SECTION 00 45 47 - PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a Federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a Federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

END OF SECTION 00 45 47

SECTION 00 45 48 - DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The CONTRACTOR, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

1. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
2. has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
3. does not have a proposed debarment pending; and
4. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

Signature of Contractor

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

END OF SECTION 00 45 48

SECTION 00 52 00 – AGREEMENT

This is an AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between the County of Humboldt, a political subdivision of the State of California (hereinafter referred to as COUNTY) and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, a partnership consisting of \_\_\_\_\_; an individual doing business as \_\_\_\_\_ in the State of California, (hereinafter referred to as "CONTRACTOR").

County and Contractor for the consideration hereinafter named agree as follows:

**SECTION 1 - SCOPE OF WORK**

Contractor shall furnish all labor, tools and materials and perform all the work for the construction of:

**HUMBOLDT COUNTY  
FORTUNA VETERANS INTERIOR IMPROVEMENTS  
PROJECT NUMBER: 170248**

in accordance with the Contract Documents referred to in Section 3 of this Agreement.

The scope of work includes the work included in the "Base Bid" for the project and the following bid alternatives: \_\_\_\_\_

**SECTION 2 - CONTRACT PRICE**

County shall pay, and Contractor shall accept Contractor's Price, as follows:

\_\_\_\_\_ Dollars and \_\_\_\_\_ /100 (\$ \_\_\_\_\_ )

as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Agreement; also for all loss or damage, arising out of the work aforesaid, or from the actions of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by County, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of the work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Specifications, and the requirements of the Owner.

### **SECTION 3 - CONTRACT DOCUMENTS**

The complete contract between the parties hereto shall consist of the following, hereinafter referred to as the CONTRACT DOCUMENTS:

- Notice to Contractors
- Bid Form
- Bid Security Form
- This Agreement
- Payment Bond
- Performance Bond
- Insurance Certificates
- Public contract code Statement
- Special Conditions
- General Conditions
- Supplementary General Conditions
- General Requirements
- Technical Specifications
- Plans and Drawings
- Subcontractor List
- Non collusion Affidavit
- Evidence of Responsibility/Nonresponsibility
- Debarment suspension certification

And, as published by the California Department of Industrial Relations:

- General Prevailing Wage Rates

And any addenda to any of the above documents, all of which are on file in the office of the Director of Public Works of the County of Humboldt. Each of said CONTRACT DOCUMENTS is incorporated and made a part of this Agreement by the reference contained in this Section.

All rights and obligations of the County and the Contractor are fully set forth and described in the Contract Documents. All of the above named documents are intended to be complementary, so that any work called for in one, and mentioned in the other is to be performed and executed the same as if mentioned in all said documents.

### **SECTION 4 - BEGINNING OF WORK**

Following receipt and full execution and approval of the Contract Documents, and posting of the requisite Bonds as called for therein, the COUNTY will issue a "Notice to Proceed". Under no circumstances shall the CONTRACTOR enter upon the site of work until receipt of the "Notice to Proceed", unless so authorized in writing by the COUNTY.

### **SECTION 5 - TIME OF COMPLETION**

The work called for in this Agreement shall be commenced within ten (10) calendar days of the date of receipt by Contractor of the Notice to Proceed and shall be fully completed within 75 calendar days following receipt of the Notice to Proceed by the Contractor.

### **SECTION 6 - PREVAILING WAGE**

Pursuant to Section 1770 of the Labor Code, the County has determined the Prevailing Wage Rate to be as listed by the Department of Industrial Relations, Division of Labor Statistics and Research, P.O. Box 420603, San Francisco, CA, 94101, Phone: (415) 703-4780. Complete Certified Payrolls must be submitted to the OWNER together with each application for progress payment. Electronic submittal directly to DIR shall be required.

### **SECTION 7 - WORKERS' COMPENSATION**

By my signature hereunder, as CONTRACTOR, I certify that I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers'

Compensation or to undertake self insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

**SECTION 8 - NOTICES**

All notices shall be in writing and delivered in person or transmitted by mail. Notices required to be given to the COUNTY shall be addressed as follows:

Humboldt County Department of Public Works  
Attn: Thomas K. Mattson, Director  
1106 Second Street  
Eureka, CA 95501

Notices required to be given to CONTRACTOR shall be addressed as follows:

<NAME & ADDRESS OF CONTRACTOR>

**SECTION 9 - NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE**

Neither the Contractor, his Subcontractors or their suppliers are Nuclear Weapons Contractors, and are not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components, as defined by the Nuclear Free Humboldt County Ordinance. Contractor, his Subcontractors and/or their suppliers agree to notify Owner immediately if they become a nuclear weapons contractor as defined above.

//  
  
//  
  
//  
  
//  
  
//  
  
//  
  
//  
  
//  
  
//



IN WITNESS WHEREOF, The parties hereto have entered into this Agreement as of the date first above set forth.

COUNTY OF HUMBOLDT

(SEAL)

By: \_\_\_\_\_  
Chairperson, Board of Supervisors of the County of Humboldt, State of California

ATTEST:

By: \_\_\_\_\_  
Clerk of the Board of Supervisors of the County of Humboldt, State of California

**CONTRACTOR:** Corporations require signature by 2 (two) corporate officers

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

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

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

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

INSURANCE CERTIFICATES REVIEWED AND APPROVED:

By: \_\_\_\_\_  
Risk Manager

**END OF SECTION**

SECTION 00 61 13

CONSTRUCTION PERFORMANCE BOND

This Construction Performance Bond ("Bond") is dated \_\_\_\_\_, is in the penal sum of \_\_\_\_\_ and is entered into by and between the parties listed below to ensure the faithful performance of the Construction Contract identified below. This Bond consists of this page and the Bond terms and Conditions, Paragraphs 1 through 13, attached hereto. Any singular reference to \_\_\_\_\_ ("Contractor"), \_\_\_\_\_ ("Surety"), the County of Humboldt ("Owner") or other party shall be considered plural where applicable.

CONTRACTOR:

SURETY:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Principal Place of Business

County of Humboldt  
c/o Humboldt County Public Works  
825 5<sup>th</sup> Street

Eureka, California 95501

CONSTRUCTION CONTRACT:  
**FORTUNA VETERANS INTERIOR  
IMPROVEMENTS**

Attn: PROJECT MANAGER

DATED \_\_\_\_\_, 20\_\_\_\_, in  
the amount of \$ \_\_\_\_\_.

CONTRACTOR AS PRINCIPAL  
Company: \_\_\_\_\_ (Corp. Seal)

SURETY  
Company: \_\_\_\_\_ (Corp. Seal)

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

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

\_\_\_\_\_  
Name and Title:

\_\_\_\_\_  
Name and Title:

BOND TERMS AND CONDITIONS

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Owner for the complete and proper performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor completely and properly performs all of its obligations under the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond.
3. The Surety's obligation under this Bond shall arise after:
  - A. Owner has declared a Contractor Default under the Construction Contract pursuant to the terms of the Construction Contract; and
  - B. Owner has agreed to pay the Balance of the undisputed Contract Sum to:
    1. The Surety in accordance with the terms of this Bond and the Construction Contract; or,
    2. To a contractor selected with the Owner's concurrence to perform the Construction Contract (per paragraph 4, below) in accordance with the terms of this Bond and the Construction Contract.
4. When Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly, and in no event later than thirty (30) days after the Owner confirms in writing that it has satisfied the conditions of Paragraph 3, and at the Surety's sole expense, confirm in writing as to its election to take one of the following actions:
  - A. Arrange for the Contractor, with consent of Owner, to perform and complete the Construction Contract (but Owner may withhold consent in its sole discretion (with or without cause), in which case the Surety must immediately elect option 4B, 4C or 4D, below), and that such performance shall commence within an additional thirty (30) days; or
  - B. Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors, and that such performance shall commence within an additional thirty (30) days; or
  - C. As promptly as reasonably possible, obtain bids from qualified, responsible contractors acceptable to Owner for a contract for performance and completion of the Construction Contract, and, upon determination by Owner that the contractor selected with Owner's concurrence is responsible, and subject to full compliance with all applicable laws as may be required (including, without limitation, any applicable competitive bidding and public contracting and procurement requirements pursuant to California and/or Federal laws, if applicable), arrange for a contract to be prepared for execution by Owner and the contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract and subject to the consent of Owner; and, if the Surety's obligations defined in Paragraph 6 exceed the Balance of the Contract Sum, then the Surety shall pay to Owner the amount of such excess; or

- D. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and subject to its investigation and consultation with Owner, determine in good faith the amount for which it may then be liable to Owner under Paragraph 6 for the performance and completion of the Construction Contract and, within ten (10) additional calendar days, tender payment therefor to Owner with full explanation of the payment's calculation. If Owner accepts the Surety's tender under this paragraph 4(D), the Surety shall remain liable for future damages, then unknown or unliquidated, and including, without limitation, additional costs incurred to complete the Construction Contract and any unsatisfied liquidated damages, resulting from the Contractor Default. If Owner disputes the amount of Surety's tender under this paragraph 4(D), Owner may exercise all remedies available to it at law to enforce the Surety's liability under paragraph 6.
5. If the Surety does not proceed as provided in Paragraph 4, then the Surety shall be deemed to be in default on this Bond ten (10) days after receipt of an additional written notice from Owner to the Surety demanding that the Surety perform its obligations under this Bond. At all times Owner shall be entitled to enforce any remedy available to Owner at law or under the Construction Contract including, without limitation, and by way of example only, rights to perform work, protect work, mitigate damages, or coordinate work with other consultants or contractors.
6. The Surety's monetary obligation under this Bond is limited by the amount of this Bond. Subject to these limits, the Surety's obligations under this Bond are commensurate with the obligations of the Contractor under the Construction Contract. The Surety's obligations shall include, but are not limited to:
  - A. The responsibilities of the Contractor under the Construction Contract for completion of the Construction Contract and correction of defective, deficient and/or non-compliant work;
  - B. The responsibilities of the Contractor under the Construction Contract to pay liquidated damages, and for damages for which no liquidated damages are specified in the Construction Contract, actual damages, and all damages caused by non-performance or lack of proper performance of the Construction Contract, including but not limited to, all valid and proper backcharges, offsets, payments, indemnities, and/or other damages;
  - C. Additional administrative, management, legal, design professional and delay costs resulting from the Contractor Default or resulting from the actions or failure to act of the Surety under Paragraph 4.
7. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, purchase orders and other obligations, including changes of time. The Surety consents to all terms of the Construction Contract, including provisions on changes to the Contract. No extension of time, change, alteration, modification, deletion, or addition to the Contract Documents, or of the work required thereunder, shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond.
9. Any proceeding, legal or equitable, under this Bond shall be instituted in the Superior Court for the County of Humboldt.
10. As a part of the obligation secured under this Bond, and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable

attorney's fees and expert costs, incurred by the County in successfully enforcing any obligation arising under this Bond, all to be taxed as costs and included in any judgment rendered

11. Notice to the Surety, Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
12. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.
13. Definitions.
  - A. Balance of the Contract Sum: The total amount payable by Owner to the Contractor pursuant to the terms of the Construction Contract after all proper adjustments have been made under the Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved modifications to the Construction Contract.
  - B. Construction Contract: The agreement between Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - C. Contractor Default: Material failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

END OF DOCUMENT

SECTION 00 61 14 - PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS, the County of Humboldt, by its order made \_\_\_\_\_, 20\_\_\_\_, has awarded to \_\_\_\_\_, hereinafter designated as the "Principal," a contract for the work described as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, we the Principal and \_\_\_\_\_, Surety, are held and firmly bound unto the County of Humboldt in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), 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/her or its heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, any prevailing wages due and penalties incurred pursuant to the California Labor Code or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and their subcontractors pursuant to Section 18806 of the Revenue and Taxation Code with respect to such work and labor as required by Sections 9550 et seq. of the Civil Code of California, then said Surety will pay for the same, in or to an amount not exceeding the amount set forth herein, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees, as shall be fixed by the court, awarded and taxed as in the above-mentioned statutes provided.

AND, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise 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, or to the work, or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
SURETY

BY: \_\_\_\_\_

BY \_\_\_\_\_  
ATTORNEY-IN-FACT

END OF SECTION 00 61 14

SECTION 01 11 00 - SUMMARY OF WORK

**PART 1 GENERAL**

1.1 SECTION INCLUDES

- A. Contractor's use of site and premises.
- B. County's occupancy requirements.
- C. Specification formats and conventions.

1.2 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Vehicle access to Project site shall be held to a minimum. Vehicle access will be on one specific route approved by County; no exceptions will be allowed.
- B. Coordinate use of the premises under the direction of the County.
- C. Assume full responsibility for the protection and safekeeping of materials, products, and equipment under this Contract, stored on the site.
- D. Move any stored materials, products, and equipment under Contractor's control which interfere with the operations of County or a separate contractor.
- E. Obtain and pay for the use of additional storage or work areas needed for Contractor's operations.
- F. Contractor shall be aware of and abide by the Humboldt County and local Noise Ordinance and County's noise prevention requirements. Contractor to verify County's requirements.

1.3 COUNTY'S OCCUPANCY REQUIREMENTS

- A. Tenant Occupancy: the County's tenants, the Fortuna Veterans groups including but not limited to the Veterans of Foreign Wars and the American Legion, will continue to occupy and use the building during construction, with the exception of areas under construction, during the entire construction period.
- B. Contractor shall cooperate with County and their tenants to minimize conflicts, and to facilitate County's ongoing operations and use of the building.
- C. Contractor shall verify occupancy requirements with County, and schedule the Work to accommodate County's tenant's requirements.
- D. Contractor shall maintain access to existing alternate walkways, entrances to the building and other adjacent occupied or used facilities. Contractor shall not close or obstruct walkways or other occupied or used facilities without written permission from County and authorities having jurisdiction.
- E. Contractor shall provide not less than 72 hours of notice to County of activities that will affect tenant (ALL VETERANS GROUPS THAT OCCUPY AND/OR OPERATE FROM THE FACILITY, AS WELL AS SUPERVISOR ESTELLE FENNELL'S OFFICE) operations.

1.4 ENVIRONMENTAL MANAGEMENT

- A. Spills: Contractor shall clean up all fluid spills caused by leaks in the equipment or generated while Contractor is performing the work under this Contract. Contractor shall provide drip catch pans for all equipment that drips or leaks oils or other fluids. Spills generated by Contractor's operation shall be cleaned up by Contractor at no cost to County.

**B. Dust and Noise Control:**

1. Precaution shall be exercised at all times to control dust and excessive noise created as a result of any operations during the construction period.
2. If serious problems and/or complaints arise due to airborne dust and excessive noise, and when directed by the County, operations causing such problems shall be temporarily discontinued until a suitable remedy is established. The remedy shall be approved by the County before implementation, and shall be considered part of Contractor's normal effort to maintain safety and cleanliness without cause for further payment.

**1.5 MATERIALS AND WORKMANSHIP**

- A. Except as otherwise specified all materials and equipment incorporated in the Work under the Contract shall be new. All workmanship shall be first-class and by persons qualified in the respective trades.

**1.6 ACCIDENT PREVENTION AND PROTECTION OF LIVES AND HEALTH**

- A. Precaution shall be exercised at all times for protection of all personnel and occupants, including employees of Contractor, County, and property.
- B. The California Department of Industrial Relations, Division of Occupational Safety and Health (DOSH, also known as Cal/OSHA) requirements for safety and health protection of workers and public apply. Other requirements not covered by Cal/OSHA, shall be in accordance with U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) requirements.
- C. Comply with safety requirements of CCR, Title 8, Division 1, Chapter 4, "Division of Industrial Safety," and Title 8, Division 1, Chapter 3.2, "Cal/OSHA Regulations"; CCR, Title 24, CBC; and other applicable building and construction codes. Machinery, equipment, openings, power lines, and all other safety hazards shall be guarded or eliminated in accordance with safety requirements of Title 8, and Manual of Accident Prevention in Construction published by the Associated General Contractors of America.

**1.7 UTILITIES**

- A. Excavation at the Project site requires a call to Underground Service Alert North (USA North), 811 or by internet at <http://usanorth811.org>.
1. Contractor shall call USA North at least 7 days prior to commencing excavation work. Obtain a ticket number and confirm service date for marking underground facilities (utilities).
  2. Prior to placing the call, Contractor shall mark the outline of excavation with chalk, paint, or stakes, to enable representatives (locators) of USA North members to map the area for existing underground facilities (utilities).
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by County or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
1. Notify the County not less than three days in advance of proposed utility interruptions.
  2. Obtain County's written permission before proceeding with utility interruptions.
- C. Provide necessary protection to existing utility services and repair work damaged as a result of operations under this Contract.

**1.8 PROTECTION OF EXISTING FACILITIES**



- A. Contractor shall take appropriate measures to prevent damage to existing facilities, site work, landscaping, and adjoining property. Should damage occur, such facilities, site work, landscaping, and property shall be restored to original condition, at no cost to County.
  - 1. Contractor shall arrange for protection of existing buildings at all times. Contractor shall furnish, install, and maintain, necessary barricades, temporary coverings, etc., as required for protection, and remove them at completion of the Work. When all Work is complete, damaged areas of the premises shall be restored to original undamaged condition that existed prior to installation of temporary protection.
- B. Housekeeping: The premises shall be kept in a clean, safe condition at all times. Rubbish shall be removed as fast as it accumulates.
- C. Burning: Burning of refuse, debris, and construction waste at Project site will not be permitted.

#### 1.9 OVERLOADING

- A. Contractor shall not overload any part or parts of structures beyond their safe calculated carrying capacities by placing materials, equipment, tools, machinery or any other item thereon. No loads shall be placed on floors or roofs before they have attained their permanent and safe strength.

#### 1.10 MANUFACTURER'S INSTRUCTIONS

- A. Where required in the Specifications that materials, products, equipment, and processes be installed or applied in accordance with manufacturer's instructions, directions, or specifications, or stated in words to that effect, it shall be construed to mean that said installation or application shall be in strict accordance with printed instructions furnished by manufacturer of the specified item and is suitable for use under conditions similar to those at the jobsite. Three copies of such instructions shall be included in the applicable submittal and furnished to the County for review. Obtain County's acceptance prior to commencement of the Work.

#### 1.11 RESPONSIBILITY FOR THEFT AND DAMAGE

- A. County will not be responsible for the loss or theft of Contractor's tools, equipment and materials.

#### 1.12 FIRE PROTECTION

- A. Contractor shall at all times maintain good housekeeping practices to reduce the risk of fire and water damage. All scrap materials, rubbish and trash shall be removed daily from jobsite, inside and around the buildings or structures, as applicable, and shall not be scattered on adjacent property.
- B. Suitable storage space shall be provided outside immediate building areas during construction for temporary storage of flammable materials and paints, as required by CFC Chapter 14 and NFPA 241. Excess flammable liquids being used inside the building shall be kept in closed metal containers and be removed from the building during unused periods.
- C. Contractor shall provide temporary fire extinguishers during construction in accordance with the recommendations of CBC Chapter 33, CFC Chapter 14, and NFPA Bulletins Nos. 10 and 241. However, in all cases a minimum of one fire extinguisher shall be available for use.
- D. Under provisions of CFC Chapters 14 and 26, provide a fire extinguisher at each location where cutting, soldering, or welding is being performed. Where electric or gas welding or cutting work is done, interposed shields of noncombustible material shall be used to protect against fire damage due to sparks and hot metal. When temporary heating devices are used, a watchman shall be present to cover periods when other workmen are not on the premises.

#### 1.13 EMERGENCY CONDITIONS

- A. Emergency condition shall be any condition at the Project site which has the actual or potential for significant adverse effects to persons or property, whether or not resulting from Contractor's operations.
- B. Immediate action shall be taken by Contractor by whatever means necessary to alleviate the condition and to prevent damage or injury to persons or property. County shall be notified of the existence of such a condition, but shall not be called upon to perform emergency service.
- C. County may not respond to the emergency condition, which shall not be used as an excuse by Contractor to neglect immediate action; County will not be responsible or liable for any resulting conditions. Absence of Contractor's Representative during emergency conditions at jobsite shall not relieve Contractor from contractual responsibility of providing an immediate response to the situation, for restoration of conditions to normalcy.
- D. If the emergency conditions are not caused by Contractor's fault or neglect, the Contract Sum shall be adjusted to reflect the actual direct field costs of labor and materials to perform and complete emergency measures.
- E. The Contract Time shall also be adjusted to reflect the actual direct effect of such actions to the then critical path of the Construction Progress Schedule. The foregoing notwithstanding, adjustments of the Contract Sum or the Contract Time for actions taken by Contractor in response to emergency circumstances shall be subject to Contractor's strict compliance with all other applicable provisions of the Contract Documents relating to notices and time for delivery of notices.

**1.14 SPECIFICATION FORMATS AND CONVENTIONS**

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 50-division format and numbering system of CSI "MasterFormat, 2004 Edition.
- B. Division 01 Sections govern the execution of the Work of all Sections in the Specifications.
- C. Specifications Conventions: Singular words shall be interpreted as plural and plural words shall be interpreted as singular, where applicable, as the context of the Contract Documents indicates.
- D. These specifications are written in imperative mood and streamlined form. This imperative language is directed to the Contractor, unless specifically noted otherwise. The words "shall be" are included by inference where a colon (:) is used within sentences or phrases.

**PART 2 PRODUCTS**

Not Used

**PART 3 EXECUTION**

Not Used

**END OF SECTION**

SECTION 01 26 00 - MODIFICATION PROCEDURES

**PART 1 - GENERAL**

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing the following contract modifications:
  - 1. Request for Information.
  - 2. Field Order.
  - 3. Request for Cost Proposal.
  - 4. Cost Proposal.
  - 5. Change Orders.

1.3 DEFINITIONS

- A. Request for Information (RFI)
  - 1. Written request submitted by Contractor to Owner's Representative via the County's online project management system on a form supplied by Owner's Representative requesting clarification, interpretation, or additional information pertaining to Contract Documents.
  - 2. An RFI shall not be used as a vehicle for only confirming or verifying issues.
- B. Field Order (FO)
  - 1. Owner's Representative written directives to the Contractor covering a specific aspect of work, signed by the Owner or Owner's lead agency that authorizes changes in the Work to expedite the change order process.
- C. Request for Cost Proposal (RFCP)
  - 1. Written request by the Owner's Representative to the Contractor to quote change to Contract Sum and/or Contract Time for proposed change to Contract Document.
- D. Cost Proposal (CP)
  - 1. Written request by the Contractor to the Owner's Representative to change Contract Sum and/or Contract Time for proposed change to Contract Document.
- E. Change Order (CO)
  - 1. Initiated by the Owner, Contractor, Consultant, Owner's lead agency, or the Owner's Representative and signed by the Owner and Contractor stating their agreement to a change to Contract Documents and adjustment to Sum and/or Contract Time.

1.4 REQUEST FOR INFORMATION (RFI)

- A. Submit RFIs numbered in sequential order, reviewed by the Contractor with respect to Contract Documents.
  - 1. Submit RFIs on forms designated by the Owner's Representative.
- B. Owner's Representative will monitor the RFI process and responses from the Consultant. The Consultant will receive RFIs only from the Owner's Representative; Consultant will not accept RFIs directly from any other entity.
- C. Owner's Representative will receive only legible, properly prepared RFI:
  - 1. Unreadable facsimile machine RFIs, illegibly written RFIs, or RFIs with incomplete information, will be returned promptly without action.
  - 2. RFIs may be transmitted to Owner's Representative by online project management system.
    - a. Owner's Representative will forward to Consultant for review, and return response by same method received from Contractor.
  - 3. Consultant will review RFIs with respect to Contract Documents and return response in a timely manner, generally within 7 calendar days, or commensurate with RFI subject.
    - a. RFIs marked "URGENT" will take precedence over outstanding RFIs and be answered by Consultant as soon as possible.
- D. Contractor being fully familiar with Contract Documents, shall not be relieved of responsibility to coordinate the Work to prevent adverse impact to Project schedule when submitting RFIs to Owner's Representative for clarification or interpretation of Contract Documents, or additional information.
- E. If the Contractor believes the scope of work referenced in the RFI has a cost and /or time impact, he will not proceed with the work until either a Field Order or a Change Order has been issued.

#### 1.5 FIELD ORDER (FO)

- A. Field Orders may include supplementary or revised Drawings and/or Specification to describe changes to Contract Documents.
- B. Field Orders will be executed on forms designated by the Owner's Representative.
- C. Field Orders may be generated by the Contractor's written notice submitted on a Cost Proposal form, that an RFI response or other unforeseen condition has changed the Contract cost and /or time, and that schedule impact will result if written directive is not provided in a timely manner.
- D. Contractor shall provide an estimate of cost and/or time impact at the time of the request for a Field Order.
- E. Owner's Representative will review the request for a Field Order and initiate a written Field Order for authorization by the Owner or Owner's lead agency.
- F. If the Field Order is approved by the Owner or Owner's lead agency, Owner's Representative will release the signed Field Order to the Contractor. If rejected, the Contractor is so notified by the Owner's Representative.

#### 1.6 REQUEST FOR COST PROPOSAL (RFCP)

- A. Request for Cost Proposal is an informational request only, and is not an instruction or authorization to execute a change, or an order to stop Work in progress.

- B. Request for Cost Proposal may include supplementary or revised Drawings and/or Specification to describe proposed changes to Contract Documents.
- C. Contractor shall submit cost and/or time quotation to Owner's Representative within 15 calendar days following receipt of Request for Cost Proposal.

1.7 COST PROPOSAL (CP)

- A. Contractor shall submit to the Owner's Representative a Cost Proposal for all occurrences the Contractor believes impacts Scope of Work cost and/or time.
  - 1. A Cost Proposal shall be submitted within 15 calendar days of the occurrences.
- B. Submit Cost Proposal numbered in sequential order, reviewed by the Contractor with respect to Contract Documents.
  - 1. Submit Cost Proposals on forms designated by the Owner's Representative.
- C. All Cost Proposals submitted shall have detailed breakdown for all associated work, cost and/or time.
- D. Owner's Representative will solicit and monitor independent cost estimates responses from the Consultant.
- E. Owner's Representative shall return Cost Proposal responses and reviews to the Contractor within 15 calendar days following receipt of Cost Proposal.
- F. A processed Cost Proposals is informational back-up for a potential Change Order, and not an instruction or authorization to execute a change, or an order to stop Work in progress.

1.8 CHANGE ORDER (CO)

- A. Change Orders may be initiated by the Owner, Contractor, Consultant, Owner's lead agency, or the Owner's Representative.
- B. Changes to the Project Contract Sum and/or Contract Time listed or indicated in Change Orders shall include or be determined by methods described in the General Conditions.
- C. Owner's Representative has responsibility for processing and administering Change Orders for the Project, and will prepare each Change Order using form designated by the Owner's Representative.
- D. Contractor shall provide all pricing proposals Cost Proposals for a Change Order. The Consultant shall provide independent cost estimates to Cost Proposals.
  - 1. Cost differentials between the Contractor's Cost Proposal and the Owner's Representative may negotiate the Consultants cost estimates.
  - 2. If no agreement is reached, the Owner's Representative may issue a time and material change Order.
    - a. Use Daily Force Account Report designated by Owner's Representative.
- E. The Contractor, Consultant, Owner's Representative, Owner's lead agency and Owner will sign a fully documented Change Order.

1.9 CORRELATING CHANGE ORDERS WITH OTHER CONTRACT REQUIREMENTS

- A. Revise Schedule of Values and Applications for Payment to record each Change Order as a separate item of work with adjustment to Contract Sum and Contract Time.

- B. Revise Construction Schedule to reflect each change in Contract Time.
- C. Record modifications in Record Documents.

**END OF SECTION**

SECTION 01 30 00 - ADMINISTRATIVE REQUIREMENTS

**PART 1 GENERAL**

1.1 SECTION INCLUDES

- A. Coordination of construction operations.
- B. Coordination drawings.
- C. Field engineering.
- D. Preconstruction conference.
- E. Progress meetings.
- F. Pre-installation conferences.
- G. Electronic File Availability

1.2 COORDINATION

- A. Coordinate scheduling, submittals and Work of various Sections of the Contract Documents to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. In the event of discrepancy, immediately notify the County. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.
- C. Verify that utility requirement characteristics of operating equipment are compatible with building utilities. Coordinate work of various Sections having interdependent responsibilities for installing, connecting to, and placing operating equipment in service.
- D. Coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts and conduit, as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for installation of other Work, maintenance work, and repair work.
- E. Do not use spray paint or indelible ink markers for layout on concrete floor slabs scheduled to receive sealed concrete, stained concrete, vinyl, linoleum, or rubber flooring.
- F. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- G. Coordinate completion and clean up of Work of separate Sections in preparation for Final Completion.
- H. After beneficial occupancy of premises by the County, coordinate access to site for correction of defective Work and Work not complying with the Contract Documents, and to minimize disruption of County's activities.

1.3 COORDINATION DRAWINGS

- A. Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components, or if coordination is required for installation of products and materials fabricated by separate entities.
- B. Provide Project-specific information, drawn accurately to scale. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:

1. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
2. Indicate required installation sequences.
3. Indicate dimensions shown on the Contract Drawings, and make specific note of dimensions that appear to be in conflict with submitted equipment, and minimum clearance requirements. Provide alternate sketches to the County for resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

C. Sheet Size: Minimum of 8-1/2 by 11 inches but no larger than 24 by 36 inches.

#### 1.4 FIELD ENGINEERING

- A. Employ Land Surveyor registered in the State of California and acceptable to the County.
- B. Locate and protect survey control and reference points. Promptly notify the County of discrepancies discovered.
- C. Control datum for survey is as shown on Drawings.
- D. Verify setbacks and easements; confirm Drawing dimensions and elevations.
- E. Provide field-engineering services. Establish elevations, lines, and levels, utilizing recognized engineering survey practices.
- F. Submit copies of site drawing and certificate signed by Land Surveyor certifying elevations and locations of the Work are in conformance with the Contract Documents.
- G. Maintain complete and accurate log of control and survey work as Work progresses.
- H. On completion of foundation walls and major site improvements, prepare certified survey illustrating dimensions, locations, angles, and elevations of construction and site work.
- I. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- J. Promptly report to the County loss or destruction of reference point or relocation required because of changes in grades or other reasons.
- K. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to the County.

#### 1.5 PRECONSTRUCTION MEETING

- A. After the award of the contract, a meeting shall be conducted with the Contractor, Project Administrator, Lead Consultant, and the Owner. The purpose of the meeting is to introduce key personnel and to review contract requirements and procedures.
- B. Particular emphasis should be on:
  1. Functions and authority of personnel
  2. Regularly scheduled progress meetings
  3. Submittals/shop drawings
  4. Requests for Information
  5. Field Orders



6. Payment Applications
7. Progress Schedules
8. Safety and Job Site security
9. Change Order procedures
10. Subcontractors
11. Disputes
12. Quality Control
13. Coordination of contractors
14. Access and use of site

**1.6 PROGRESS AND SCHEDULE MEETINGS**

- A. A regularly scheduled weekly progress meeting time will be established at the pre-construction conference.
- B. Attendees will include the Owner's Representative, Owner's Project Administrator, the Contractor, and the Lead Consultant. Scheduled invited Attendees will include the Architect and sub-consultants, subcontractors, and other owner personnel.
- C. The Project Administrator will prepare an agenda with content lead from the Contractor (which usually is derived from the previous meeting minutes) for discussion at these meetings. The agenda should include a list of outstanding item, which will be reviewed as appropriate. As a minimum the following will be discussed:
  1. Construction Status
  2. Schedule
    - a. Critical Path Activities
    - b. Job site problems and conflicts
    - c. Upcoming Activities
    - d. Completion Date
    - e. Time Extension Requests
  3. Submittals/shop drawings
  4. Requests for Information
  5. Field Orders
  6. Cost Proposals
  7. Change Orders
  8. Safety and Security
  9. Claims
  10. Quality Control

- D. The Project Administrator will record and distribute minutes of the meeting to all attendees in a timely manner in order to allow review before the next regularly scheduled meeting.
- E. In addition to the ongoing items of discussion listed above, time should be reserved to review any unresolved issues. Any representative attending the meeting may introduce these. Control logs for RFI's, submittals, and Cost Proposals should be discussed in the meeting.

**1.7 PAY REQUEST MEETINGS**

- A. A regularly scheduled monthly meeting to review the pay request will be established as the 25<sup>th</sup> of the month.
- B. Attendees will include the Owner's Representative and the Contractor. Scheduled invited attendees will include the Lead Consultant, Architect and consultants, subcontractors, and other owner personnel.

**1.8 PREINSTALLATION AND SPECIAL MEETINGS**

- A. During the course of the project it will be necessary to schedule additional meetings. When a special meeting is required, the Project Administrator will coordinate time and place for all required attendees. The meeting minutes will be as follows:
  - a. Project:
  - b. Contract:
  - c. Purpose:
  - d. Date:
  - e. Time:
  - f. Attendees:
  - g. Minutes:
- B. The Project personnel requesting the meeting is responsible for recording and distributing minutes of the meeting to all attendees in a timely manner. In addition, the meeting minute's author will be responsible for following-up all action assignments from the meeting.

**1.9 UTILITIES AND IRRIGATION LINES**

- A. Send proper notices, make necessary arrangements, perform other services required in construction, care and maintenance of all utilities and irrigation lines, and assume all responsibility concerning the same. Provide necessary protection to existing utility services and irrigation lines as directed, and repair any work damaged as a result of operations of the Contract.

**1.10 COMPLIANCE WITH CODE OF REGULATIONS**

- A. All work and materials on this project shall be in compliance with the rules and regulations as set forth in the Title 24, CCR Parts 1 – 6, 9, and 12 which shall be kept continuously at the site of the Work until completion and final acceptance.

**1.11 PROJECT COORDINATION**

- A. If, because of the non-related sizes of various materials and locations of existing utilities and conditions, etc., it is not possible to accomplish the Work as shown, Contractor shall meet with County at the site to determine the most satisfactory arrangement. Contractor shall establish lines and grades for all trades.

**1.12 INTEGRATING EXISTING WORK**

- A. All adjoining existing Work shall be protected from damage of any type due to or by Contractor's operations, equipment, and workmen during the Contract period.

**PART 2 PRODUCTS** - Not Used

**PART 3 EXECUTION** - Not Used

**END OF SECTION**

SECTION 01 33 00 - SUBMITTAL PROCEDURES

**PART 1 GENERAL**

1.1 SUMMARY

- A. Section includes:
  - 1. Shop drawings.
  - 2. Product data.
  - 3. Samples
  - 4. Manufacturers' certificates.
  - 5. Deferred Agency Approvals.

1.2 DESCRIPTION

- A. Types of SUBMITTALS: Submittal procedures specified in this section include construction progress schedules, shop drawings, product data, samples, and manufacturer's installation instructions.
- B. Intent: Architect's review of shop drawings is intended to be a preview of what the Contractor intends to provide, and will function as an effort to foresee unacceptable materials or assemblies and to avoid the possibility of their rejection at the Project Site. Architect will review submittals only for conformance with the design concept of the Project and with the information given in the Contract Documents.
- C. The Architect's review of shop drawings will be general and shall not be construed:
  - 1. As permitting departure from the Contract requirements except as otherwise provided for under "substitution" provisions of Section 01 60 00;
  - 2. As relieving Contractor of responsibility for omissions or errors, including details, dimensions, materials, etc.;
  - 3. That review of a separate item indicates acceptance of an assembly in which the item functions. Architect will only review acceptance of an assembly in which the item functions. Architect will only review submittals required by Contract Documents for conformance with design concept of the Project and with the information given in the Contract Documents.

1.3 GENERAL SUBMITTAL PROCEDURES

- A. Submittals shall be classified as either electronic or physical. Procedures for each type of submittal, as described below, shall be followed.
- B. Transmit each submittal with "Submittal Transmittal" form supplied by County.
- C. Number each submittal sequentially with a decimal for resubmittals. Also include in the submittal number the specification section number as a suffix (ie. 2.01-07 81 16).
- D. Identify Project, Contractor, Subcontractor or supplier; pertinent Drawing sheet and detail number(s), and specification Section number, as appropriate.
- E. Apply Contractor's stamp and signature or initial (electronically or physically) certifying that review, verification of Products required, field dimensions, adjacent construction Work, and

coordination of information, is in accordance with the requirements of the Work and Contract Documents.

- F. Unless otherwise authorized by the Architect, all of the submittals required by a specification section shall be submitted together at the same time. Electronic submittals of product data, shop drawings, etc. may be submitted ahead of physical color samples with approval of the Engineer. Submittals that do not include all required submittals for a given specification section will be returned without review.
- G. Schedule submittals to expedite the Project, and deliver to Owner's Representative. Coordinate submission of related items.
- H. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
- I. Substitutions must be submitted according to Section 01 60 00. Substitutions submitted without following this procedure will be rejected.
- J. Provide space for Contractor and Architect review stamps.
- K. Revise and resubmit submittals as required, identify all changes made since previous submittal.
- L. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

#### 1.4 ELECTRONIC SUBMITTAL PROCEDURES

- A. Construction Progress Schedules, Product Data, Shop Drawings, and Manufacture's Installation Instructions shall be submitted electronically.
- B. Electronic submittals shall be emailed or uploaded to County's Project Administrator in full size PDF format. Do not reduce Shop Drawings from original sheet size.
- C. PDF copy of electronic submittals will be returned to the Contractor. Contractor may distribute submittals to the concerned parties electronically or physically. Any printing costs for physical distribution of submittals shall be borne by the Contractor. The Architect will not print copies for distribution.
- D. Follow all General Submittal Procedures as described above.

#### 1.5 PHYSICAL SUBMITTAL PROCEDURES

- A. Samples, Color Charts, and Agency Deferred Approvals shall be physical submittals. Construction Progress Schedules, Product Data, Shop Drawings and Manufacturer's Installation Instructions may, with the County's approval, be physical submittals.
- B. The County will retain a minimum of three samples, submit the number that will be needed by contractor plus three.
- C. Follow all General Submittal Procedures as described above.

#### 1.6 CONTRACTOR RESPONSIBILITIES

- A. Review shop drawings, product data and samples prior to submission.
- B. Determine and verify:
  - 1. Field measurements.

2. Field construction criteria.
  3. Catalog numbers and similar data.
  4. Conformance with specifications.
  5. Conformance with applicable codes.
- C. Submittals giving inadequate indication of contractor review and approval will be returned without review, for resubmission.
- D. Coordinate each submittal with requirements of the Work and of the Contract Documents.
- E. Notify the Architect in writing, at time of submission, of any deviations in the submittals from requirements of the Contract Documents.
- F. Begin no fabrication or construction activity that requires submittals until return of submittals with Architect's stamp and initials or signature indicating finish review.
- G. After Architect's final review, distribute copies.
- 1.7 SHOP DRAWINGS
- A. Submit electronically.
- B. After review and distribution in accordance with Submittal Procedures, retain one copy of all reviewed shop drawings at the job and label them "PROJECT RECORD" as described in Section 01 77 00 Contract Closeout.
- 1.8 PRODUCT DATA
- A. Submit electronically.
- B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this Project.
- C. After review, distribute in accordance with Submittal Procedures and provide copies for Record Documents as described in Section 01 77 00.
- D. Show dimensions and clearances required.
- 1.9 SAMPLES
- A. Submit samples to illustrate functional and aesthetic characteristics of the Product, with integral parts and attachment devices. Provide units identical with final condition of proposed materials or products for the work. Coordinate sample submittals for interfacing work.
- B. Submit samples of finishes from the full range of manufacturers' standard colors textures, and patterns for Architect's selection.
- C. Include identification on each sample, with full Project information.
- D. Submit the number or samples specified in individual specification Sections; three of which will be retained by Engineer.
- E. Reviewed samples which may be used in the Work are indicated in individual specification Sections.

**1.10 MANUFACTURER'S INSTRUCTIONS**

- A. Submit manufacturers' instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, electronically.
- B. Identify conflicts between manufacturers' instructions and Contract Documents.

**1.11 MANUFACTURER'S CERTIFICATES**

- A. When specified in individual specification Sections, submit manufacturers' certificate electronically.
- B. Contractor/Subcontractor Warranty form for the work of the particular spec section, completed except for signature. The Effective Date of warranty shall reference the date to be established as Final Acceptance.

**1.12 DEFERRED AGENCY APPROVALS**

- A. The General Contractor shall submit, or cause to be submitted by Subcontractors, within 60 days of contract signing, all required deferred approvals. The General Contractor or Subcontractors shall complete all deferred approval packages, including design and engineering calculations, in a manner acceptable to the agency requiring such submittal. The General Contractor shall within 15 days of contract signing, develop a schedule of critical dates of deferred approval acceptance by the reviewing agency. These critical dates shall be reflected in the required project schedule and all deferred approvals submitted within 45 days of schedule submittal.
- B. For all deferred items, it is the responsibility of the contractor to see that all submittals are stamped and signed by a California licensed design professional (an architect or PE is acceptable). The County and Architect will then review the submittal and if the design is acceptable provide a Statement of General Conformance that the submittal conforms to the design intent. Neither the Project's Architect or any of its consulting engineers will stamp and sign these deferred approval submittals other than with the standard shop drawing stamp. It is the responsibility of the manufacturing entity to procure necessary stamps and signatures from its own design professionals.
- C. All Deferred Approvals shall be submitted by the County to all required permitting agencies. If the Contractor fails to provide a required submittal, the Owner may elect to engage the design team or additional consultants to produce these and back charge the General Contractor for the cost and any schedule impact this may cause.

**1.13 ACTION ON SUBMITTALS**

- A. The County will review each submittal, mark with a "Review Code" and where possible, return within a reasonable period of time from date of receipt. Where submittal must be held for coordination, Contractor will be so advised without delay. Action markings shall be interpreted as follows:
  - 1. No Exceptions Noted
  - 2. Implement Exceptions Noted
  - 3. Revise and Resubmit
  - 4. Rejected
  - 5. Cancelled

PART 2 PRODUCTS (NOT USED)

PART 2 - PART 3 EXECUTION (NOT USED)

END OF SECTION



SECTION 01 40 00 - QUALITY REQUIREMENTS

**PART 1 GENERAL**

1.1 SECTION INCLUDES

- A. References.
- B. Quality assurance.
- C. Tolerances.
- D. Labeling.
- E. Seismic Considerations.
- F. Field samples.
- G. Testing and inspection laboratory services.
- H. Manufacturers' field services and reports.

1.2 REFERENCES

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on date for receiving bids, except where specific date is established by code.
- C. Obtain copies of standards where required by product specification Sections.
- D. When specified reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.
- E. Neither contractual relationships, duties, nor responsibilities of parties in Contract nor those of Engineer or Architect shall be altered from Contract Documents by mention or inference otherwise in reference documents.
- F. Contractor shall be responsible for being current and knowledgeable in building codes applicable to all trades under his direction.
- G. Provide all work and materials in full accordance with the latest Rules and Regulations of the CCR, Title 24, CBC, California Mechanical Code, California Plumbing Code, California Electrical Code, California Fire Code, Title 19, Division 1, State Fire Marshal; applicable requirements of Title 8, Division 1, Department of Industrial Relations; and other applicable laws or regulations. Nothing in Drawings and Specifications shall be construed to permit work not conforming to these Codes.
- H. Furnish additional material and labor as required to comply with applicable Rules and Regulations.

1.3 QUALIFICATIONS

- A. General: Qualifications paragraphs in this Subsection establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product, that are similar to those indicated for this Project in material, design, and extent.
- E. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
- F. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
  - 1. NRTL: A Nationally Recognized Testing Laboratory according to 29 CFR 1910.7.
  - 2. NVLAP: A testing agency accredited according to National Voluntary Laboratory Accreditation Program (NVLAP) by National Institute of Standards and Technology (NIST).

#### 1.4 QUALITY ASSURANCE

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions and workmanship, to produce Work of specified quality.
- B. Comply fully with manufacturers' instructions, including each step in sequence.
- C. When manufacturers' instructions conflict with the Contract Documents, request clarification from Engineer before proceeding.
- D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Work shall be performed by persons qualified to produce workmanship of specified quality.
- F. Verify field measurements are as indicated on Shop Drawings or as instructed by manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.
- H. Contractor's Line of Authority: Contractor shall provide one person who shall be both knowledgeable and responsible for all work to be performed on this project at all times during normal work hours. In Contractor's absence, Contractor's appointed representative shall be responsible for all directions given him and said directions shall be binding as if given to Contractor. Contractor's representative shall be responsible to coordinate all work to be performed.

- I. Shop and field work shall be performed by mechanics skilled and experienced in the fabrication and installation of the work involved. All work on this project shall be done in accordance with the best practices of the various trades involved and in accordance with Drawings, accepted shop drawings, and Specifications.
- J. All work shall be erected and installed plumb, level, square and true and in proper alignment and relationship to the work of other trades. All finished work shall be free from defects. Engineer reserves the right to reject any materials and workmanship that are not considered to be up to the highest standards of the various trades involved. Such inferior material or workmanship shall be replaced at no cost to County.
- K. All work shall be installed by knowledgeable installers and defined "Eligible" by the specified materials manufacturers. Specifications and recommendations of the manufacturer, whose materials are used, shall be strictly adhered to during application or installation of materials.
- L. Any additional work beyond that specified or illustrated, or any modification thereto, that is necessary for the furnishing of warranty shall be provided by Contractor at no cost to County.

#### 1.5 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. When manufacturers' tolerances conflict with Contract Documents, request clarification from Engineer before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

#### 1.6 LABELING

- A. Attach label from agency approved by authority having jurisdiction for products, assemblies, and systems required to be labeled by CBC.
- B. Label Information: Include manufacturer's or fabricator's identification, approved agency identification, and the following information, as applicable, on each label.
  - 1. Model number.
  - 2. Serial number.
  - 3. Performance characteristics.

#### 1.7 SEISMIC CERTIFICATION OF NONSTRUCTURAL COMPONENTS

- A. The manufacturer of each designated seismic system components subject to the provisions of ASCE 7 Section 13.2.2 shall test or analyze the component and its mounting system or anchorage and submit a certificate of compliance for review and acceptance by the registered design professional responsible for the design of the designated seismic system and for approval by the building official in accordance with 2010 CBC, Chapter 17 "Structural Tests and Special Inspections", Section 1708.4 "Seismic Certification of Nonstructural Components."

#### 1.8 CONFLICTING REQUIREMENTS

- A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Engineer for a decision before proceeding.

- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Engineer for a decision before proceeding.

**1.9 FIELD SAMPLES**

- A. Install field samples at the site as required by individual specifications Sections for review.
- B. Acceptable samples represent a quality level for the Work.
- C. Where field sample is specified in individual Sections to be removed, clear area after field sample has been accepted by Architect.

**1.10 INSPECTION AND TESTING LABORATORY SERVICES**

- A. Contractor will select and pay for the services of an independent Inspection/Testing Laboratory to perform inspections and testing.
  - 1. Special Inspector: As required by 2010 CBC including Chapter 17 "Structural Tests and Special Inspections."
    - a. Special Inspection: As defined in CBC Chapter 17, Section 1704 "Special Inspections."
- B. Inspection/Testing Laboratory will perform inspections, tests, and other services specified in individual specification Sections and as required by Engineer.
  - 1. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to National Bureau of Standards or accepted values of natural physical constants.
- C. Reports will be submitted by inspection/Testing Laboratory to Architect, Engineer, and Contractor, indicating observations and results of tests and indicating compliance or non-compliance with the Contract Documents.
- D. Cooperate with Inspection/Testing Laboratory; furnish samples of materials, design mix, equipment, tools, storage and assistance as requested.
  - 1. Notify Engineer, and Inspection/Testing Laboratory 24 hours prior to expected time for operations requiring services.
  - 2. Make arrangements with Inspection/Testing Laboratory and pay for additional samples and tests required for Contractor's use.
- E. The Inspection/Testing Laboratory shall perform inspection of work to determine conformance with these Standards.
  - 1. Request for inspection shall be made to the office of the Inspection/Testing Laboratory a minimum of 24 hours in advance of the time the inspection is desired.
  - 2. Underground work shall not be backfilled or covered until an inspection by the Inspection/Testing Laboratory has been completed and the work approved. Any work that is covered without inspection shall be uncovered at Contractor's expense, for completion of inspection work.
  - 3. The Inspection/Testing Laboratory shall have access to the Work at all times and shall be furnished every reasonable facility for ascertaining that the work done, materials used and workmanship performed are in accordance with the requirements of these Standards.
  - 4. Inspection of the Work shall not relieve Contractor of any of his obligations to satisfactorily perform the Work in accordance with requirements of Contract Documents.

- F. Retesting or reinspection required because of non-conformance to specified requirements shall be performed by the same Inspection/Testing Laboratory. Payment for retesting will be charged to Contractor by deducting inspection or testing charges from the Contract Sum.
- G. If the Work to be tested or inspected is not ready or sufficiently completed to allow the test/inspection service to complete required test(s)/inspection(s), costs and expenses of the test/inspection service to return to the Site or fabrication facility to perform/complete required test(s)/inspection(s) shall be charged to Contractor by deducting such costs and expenses from the Contract Sum.
- H. All Samples, specimens and tests shall be prepared and accomplished by a properly qualified person or testing laboratory, selected by County, who shall furnish County, Architect, Engineer, and Contractor with test reports, including test results, and stating that they were prepared in accordance with the specified provisions. All tests as well as sampling and preparation of samples shall be in accordance with applicable ASTM and other specified standards.

**1.11 MANUFACTURERS' FIELD SERVICES AND REPORTS**

- A. When specified in individual specification Sections, material and product suppliers, and manufacturers shall provide qualified personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, testing, adjusting, and balancing of equipment, as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of qualified personnel to Engineer at least thirty days in advance of required observations.
- C. Qualified personnel shall report observations, site decisions, and supplemental instructions given to applicators and installers, and description of work installed contrary to manufacturers' written instructions, as applicable.
- D. Submit report in duplicate within thirty days of observation to Engineer for review.

**PART 2 PRODUCTS**

Not Used

**PART 3 EXECUTION**

**3.1 EXAMINATION**

- A. Verify and ensure that existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify and ensure that existing substrate is capable of structural support and attachment of new Work being applied or attached.
- C. Examine and verify specific conditions described in individual specification Sections.
- D. Verify utility services are available, of correct characteristics, and in correct locations.

**3.2 PREPARATION**

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.

- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

**END OF SECTION**

SECTION 01 77 00 - CONTRACT CLOSEOUT

**PART 1 - GENERAL**

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout including, but not limited to, the following:
  - 1. Inspection procedures.
  - 2. Project record document submittal.
  - 3. Operation and maintenance manual submittal.
  - 4. Submittal of warranties.
  - 5. Final cleaning.
- B. Closeout requirements for specific construction activities are included in the appropriate Sections.

1.3 SUBSTANTIAL COMPLETION

- A. Prior to requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.
  - 1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete.
    - a. 100 percent completion will bring the Contractor's progress Payment up to (95%) ninety percent of the Contract Price with (5%) percent to remain in retention until after Notice of Completion.
    - b. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
    - c. If 100 percent completion cannot be shown, include a list ("punchlist") of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
  - 2. Advise the Owner of pending insurance changeover requirements.
  - 3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents.
  - 4. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  - 5. Submit record drawings, maintenance manuals, final project photographs, damage or settlement surveys, property surveys, and similar final record information.
  - 6. Deliver tools, spare parts, extra stock, and similar items.
  - 7. Make final changeover of permanent locks and transmit keys to the Owner. Advise the Owner's personnel of changeover in security provisions.
  - 8. Complete startup testing of systems and instruction of the Owner's operation and maintenance personnel. Discontinue and remove temporary facilities from the site, along with mockups, construction tools, and similar elements.
  - 9. Complete final cleanup requirements, including touchup painting.
  - 10. Touch up and otherwise repair and restore marred, exposed finishes.

B. Substantial Completion will not be issued without the following:

1. Issuance of a Certificate of Occupancy.
2. The electrical system, fire alarm, and sprinkler system 100% complete.
3. Operation manuals, maintenance manuals and warranties submitted and approved.
4. Instruction of staff in the operation and maintenance of equipment and systems.
5. Record drawings submitted and approved.
6. Any extra material required by contract delivered.

C. Inspection Procedures:

1. On receipt of a request for inspection, the Owner's Representative and the Architect will either proceed with inspection or advise the Contractor of unfilled requirements.
2. The Owner's Representative will prepare the Certificate of Substantial Completion following inspection or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
  - a. The Owner's Representative and the Architect will repeat inspection when requested and assured that the Work is substantially complete.
  - b. Results of the completed inspection will form the basis of requirements for final acceptance.
3. Owner will allow the Contractor no longer than 30 calendar days from the Date of Substantial Completion to remedy deficiencies.

1.4 FINAL ACCEPTANCE

A. Prior to requesting final inspection for certification of final acceptance and final payment, complete and submit the following:

1. Final payment request with releases and supporting documentation not previously submitted and accepted. Include insurance certificates for products and completed operations where required.
2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
3. Certified copy of the Owner's Representative and Architect's final inspection list of items to be completed or corrected endorsed and dated by the Owner's Representative and Architect.
  - a. Certification shall state that each item has been completed or otherwise resolved for acceptance.
4. Submit consent of surety to final payment.
5. Submit all subcontractor final unconditional lien releases.
6. Submit a final liquidated damages settlement statement.
7. Submit evidence of final, continuing insurance coverage complying with insurance requirements.

B. Re-inspection Procedure:

1. Owner's Representative and /or Architect will re-inspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed.
  - a. Indicate items whose completion is delayed under circumstances acceptable to the Owner's Representative.
2. Should the Owner's Representative determine that Work is incomplete or defective:
  - a. Owner's Representative will notify the Contractor, in writing, listing incomplete or defective Work.
  - b. Contractor shall remedy deficiencies promptly and notify Owner's Representative when ready for re-inspection.



C. Final Acceptance Certificate

1. Upon completion of inspection or any re-inspections, the Owner's Representative and /or Owner's Lead Agency will prepare a certificate of final acceptance in accordance with the Project Specification Section 00 80 00, Supplemental General Conditions.
2. Final Acceptance will be presented to the County Board of Supervisors.
  - a. Only the County Board of Supervisors has final authority over Acceptance of Project.

D. Notice of Completion

1. Upon final acceptance by the County Board of Supervisors, the Owner's Lead Agency will prepare and file a Notice of Completion in accordance with the Project Specification Section 00800, Supplemental General Conditions.
  - a. Start of mandatory 35-day lien period.

1.5 RECORD DOCUMENT SUBMITTALS

A. Project Record Drawings:

1. Maintain a clean, undamaged set of Contract Drawings and Shop Drawings and identify as "RECORD DRAWINGS - PROJECT SET".
2. Mark the Drawings to show the actual installation where the installation varies substantially from the Work as originally shown.
  - a. Using an erasable colored pencil (not ink or indelible pencil) clearly describes change by graphic line or note.
  - b. Date all entries, and note related Change Order number where applicable.
  - c. Call attention to all entries by a "cloud" drawn around area affected.
  - d. Where overlapping changes occur, mark with different colors.
3. Conversion of schematic layouts:
  - a. Design of future modifications of facility may require accurate information as to final physical layout of items that are shown schematically on Drawings.
  - b. Show on Project set of Record Drawings, by dimension accurate to within one inch, centerline of each run of items shown schematically on Drawings. Clearly identify item by accurate note such as "cast iron drain", "galv. water", and the like. Show, by symbol or note, vertical location of item ("under slab", "in ceiling plenum", "exposed" and the like).
4. Prior to request for Substantial Completion, secure from the Owner's Representative at no charge to the Contractor, a complete set, full sized drawings and (.DWG) files of all Contract Documents.
  - a. Clearly transfer change data shown on Project set of Record Drawings to corresponding transparencies, coordinating changes as required.
  - b. Clearly indicate at each affected detail and other drawings a full description of changes made during construction, and actual location of items.
  - c. Show final location of electrical junction boxes and outlets, telephone and data outlets, supply and return registers, and like items.
  - d. Call attention to all entries by a "cloud" drawn around area affected.
  - e. Make changes neatly, consistently, and with proper media to assure longevity and clear reproduction.

B. Record Specifications:

1. Maintain one complete copy of the Project Manual, including addenda and other written construction documents, such as Change Orders and modifications issued during construction.

2. Mark Specifications to show substantial variations in actual Work performed in comparison with the text of the Specifications.
3. Note substitutions in reference to items specified.

C. Maintenance Manuals:

1. Contractor to submit a written summary of all maintenance manuals to be transmitted to Owner's Representative.
2. Submit 3 complete copies of all maintenance manuals prior to start-ups and instruction of operation to maintenance personnel.
3. Provide manuals in 8-1/2 x 11 inch format with plastic/fiberboard covers and colored fly-sheets separating sections, to include the following:
  - a. Covered labeled as "Operating and Maintenance Instructions" with name and address of Project, and names of Contractor and Subcontractor.
  - b. Typewritten index near front of manual, providing immediate information as to location within manual of emergency information regarding installation.
  - c. Complete instructions regarding operation and maintenance of all equipment, including lubrication, disassembly, and re-assembly.
  - d. Complete nomenclature of all parts of all equipment.
  - e. Complete nomenclature and part number of all replacement parts, name and address of nearest vendor, and all other data pertinent to procurement and procedures.
  - f. Copy of garnets and warranties issued.
  - g. Manufacturers' bulletins, cuts, and descriptive data, where applicable, clearly indicating precise items included in this installation and deleting, or otherwise clearly indicating, all manufacturers' data which this installation is not concerned.
  - h. Such other data as required in applicable Specification Sections.

D. Guarantees/warranties and Bonds:

1. General:
  - a. Manufacturers' warranties notwithstanding, warrant the entire Work against defects in materials and workmanship for twelve (12) months from the date of Substantial Completion in accordance with the GENERAL CONDITIONS & SUPPLEMENTARY GENERAL CONDITIONS.
  - b. Guarantee/warrant or bond Work as required in the Specifications.
  - c. Warranties between the Contractor and manufacturers, and the Contractor and suppliers, shall not affect guarantees/ warranties between the Contractor and the Owner.
  - d. The Contractor will not be held responsible for defects due to misuse, negligence, willful damage, improper maintenance, or accident caused by Others, nor shall he be responsible for defective parts whose replacement is necessitated by failure of the Owner's maintenance forces to properly clean and service them, provided the Contractor has furnished complete maintenance instructions to the Owner.
  - e. Compile specified guarantees/warranties and bonds.
  - f. Time of Submittal:
    - i. For equipment or component parts of accepted equipment put into service for the Owner's benefit during the progress of the Work, submit guarantees/warranties within ten (10) calendar days after acceptance of the Work.
    - ii. Otherwise, submit guarantees/warranties within ten (10) calendar days after date of Substantial Completion and prior to the Final Application for Payment.
    - iii. For items of Work where acceptance is delayed materially beyond the date of Substantial Completion, furnish updated submittal within ten (10) calendar days after such delayed acceptance, listing the date of delayed acceptance as the start of the guarantee/warranty period.

E. Other Documents:

1. Three sets of warranties, guaranties and bonds.
2. Spare parts and materials extra stock list.
3. One set of evidence of compliance with requirements of governmental agencies having jurisdiction including, but not limited to:
  - a. Certificates of Inspection.
  - b. Certificates of Occupancy.
4. One set of certificates of insurance for products and completed operations.
5. One set of evidence of payment and release of liens.
6. One copy of list of Subcontractors, service organizations, and principal vendors, including names, addresses, and telephone numbers where they can be reach for emergency service at all times including nights, weekends, and holidays.

#### 1.6 INSTRUCTION

- A. Arrange for each Installer of equipment and systems that requires regular maintenance to meet with the Owner's personnel for instruction in proper operation and maintenance of systems, equipment and similar items, which were provided as part of the Work.
  1. Submit to Owner's Representative an instruction schedule listing instruction subjects and proposed dates at least 15 calendar days prior to the first proposed date.

#### 1.7 FINAL CLEANING

- A. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion.
  1. Remove labels that are not permanent labels.
  2. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials.
  3. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films, and similar foreign substances. Restore reflective surfaces to their original condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.
  4. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.
  5. Clean the site, sweep paved areas broom clean; remove stains, spills, and other foreign deposits. Rake grounds that are neither paved nor planted to a smooth, even-textured surface.
- B. Remove temporary protection and facilities installed for protection of the Work during construction.
- C. Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from the site and dispose of lawfully.
  1. Where extra materials of value remain after completion of associated Work, they become the Owner's property. Dispose of these materials as directed by the Owner.

**END OF SECTION**