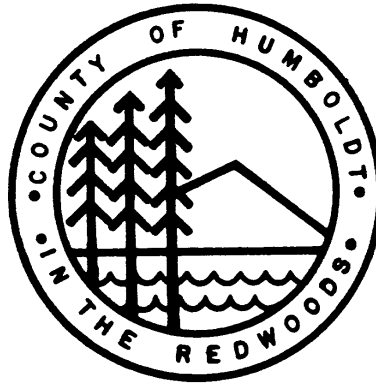


PROJECT MANUAL

For:

**HUMBOLDT COUNTY
REGIONAL FACILITY HVAC REPLACEMENT PROJECT**

**COUNTY OF HUMBOLDT
Project Number: 162839**



*To accompany
Drawings and Technical Specifications Prepared by:*

FRONTIER CONSULTING ENGINEERS

For:

HUMBOLDT COUNTY PUBLIC WORKS

Issued:

SEPTEMBER 20, 2024

**PROJECT SPECIFICATIONS
To Accompany Project Plans
For the
Humboldt County Regional Facility HVAC Replacement Project
County Project Number: 162839**

TABLE OF CONTENTS

I. BIDDING REQUIREMENTS AND GENERAL CONDITIONS

00 01 01	Project Title Page
00 01 10	Table of Contents
00 11 16	Invitation to Bid
00 11 17	Bid Checklist
00 21 13	Instructions to Bidders
00 22 13	Supplemental Instructions to Bidders
00 26 00	Procurement Substitution Procedures
00 41 00	Bid Form
00 43 13	Bid Security Form
00 43 36	Subcontractor List
00 45 13	Bidder's Qualifications
00 45 19	Non-collusion Affidavit
00 45 26	Workers' Compensation Certificate
00 45 50	Debarment and Suspension Certification
00 46 00	Public Contract Code Section 10232 Statement
00 52 00	Agreement Forms
00 61 13	Construction Performance Bond
00 61 14	Construction Payment Bond
00 72 00	General Conditions
00 73 00	Supplementary General Conditions

II. TECHNICAL SPECIFICATIONS

01 11 00	Summary of Work
01 33 00	Submittal Procedures
01 35 00	Modification Procedures
01 60 00	Product Requirements
01 73 00	Execution
01 77 00	Contract Closeout
Appendix A	Title 24 Report

END OF TABLE OF CONTENTS

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:
REGIONAL FACILITY HVAC REPLACEMENT PROJECT
COUNTY OF HUMBOLDT
PROJECT NUMBER: 162839**

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

A pre-bid meeting is scheduled for 10:00 a.m. Pacific Time, **October 24, 2024** at the Humboldt County Regional Facility Building, 2004 Harrison Avenue, Eureka, California. Contract Documents, Plans and Specifications will be available on **October 8, 2024**.

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 **November 5, 2024**. 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 upon prior arrangement at the Department of Public Works, 1106 Second Street, Eureka, CA, 95501, Phone: (707) 445-7493. Plans will also be available at the Humboldt County Bid Opportunities website: <https://humboldt.gov/bids.aspx> and for viewing at area plan centers. Complete sets may be obtained via prior arrangement from Humboldt County Public Works. Complete sets may be obtained upon advanced payment of \$50.00 each, 100 % of which shall be refunded upon the return of such sets unmarked and in good condition within ten (10) days after the bids are opened. Checks should be made payable to County of Humboldt.

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 to 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 "C-20" (Warm-Air Heating, Ventilating and Air-Conditioning 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 contractors' 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: _____

Tracy Damico
Clerk of the Board of Supervisors,
County of Humboldt, State of California

END OF SECTION

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

- A. Section 00 41 00 - Bid Form.
- B. Section 00 43 13 - Bid Security Form (Bid Bond).
- C. Section 00 43 36 - Subcontractor List.
- D. Section 00 45 13 – Bidder's Qualifications.
- E. Section 00 45 19 - Non-collusion Affidavit.
- F. Section 00 45 26 - Workers' Compensation Certification.
- G. Section 00 45 50 - Debarment and Suspension Certification.
- H. Section 00 46 00 - Public Contract Code 10232 Statement.

END OF SECTION

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 **November 5, 2024** 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
REGIONAL FACILITY HVAC REPLACEMENT PROJECT
PROJECT NUMBER: 162839**

1.1 SECURING DOCUMENTS:

Plans and Specifications and other Contract Document forms will be available for examination upon prior arrangement at the Department of Public Works, 1106 Second Street, Eureka, CA, 95501, Phone: (707) 445-7493. Plans will also be available at the Humboldt County Bid Opportunities website: <https://humboldtgov.org/bids.aspx> and for viewing at area plan centers. Complete sets may be obtained via prior arrangement from Humboldt County Public Works. Complete sets may be obtained upon advanced payment of \$50.00 each, 100% of which shall be refunded upon the return of such sets unmarked and in good condition within ten (10) days after the bids are opened. Checks should be made payable to County of Humboldt.

1.2 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
<u>Owner's Lead Agency:</u>	County of Humboldt Public Works Department 1106 Second Street Eureka, CA 95501 Phone: (707) 445-7493
<u>Project Location:</u>	Humboldt County Regional Facility 2004 Harrison Ave. Eureka, CA 95501

1.3 RECEIPT OF BIDS: Each bidder should mark its bid as "Bid for the Construction of Humboldt County Regional Facility HVAC Replacement Project." 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 telefax proposals will not be accepted. County will reject all bids received after the specified time and will return such bids to bidders unopened.

1.4 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:

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

- 1.5 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.
- 1.6 CONTENTS OF BID ENVELOPE:** The bid envelope shall contain all of the following:
- A. Section 00 41 00 - Bid Form
 - B. Section 00 43 13 - Bid Security Form (Bid Bond)
 - C. Section 00 43 36 - Subcontractor List
 - D. Section 00 45 13 – Bidder’s Qualifications
 - E. Section 00 45 19 - Non-collusion Affidavit
 - F. Section 00 45 26 - Workers' Compensation Certification
 - G. Section 00 45 50 - Debarment and Suspension Certification
 - H. Section 00 46 00 - Public Contract Code 10232 Statement
- 1.7 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 as noted in section 1.4 above, and the apparent low bidder will be determined and notified.
- 1.8 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.

- 1.9 BIDDER'S BOND, PERFORMANCE BOND AND PAYMENT BOND:** 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.
- A. 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
- 1.10 REQUIRED LISTING OF PROPOSED SUBCONTRACTORS:** Each bid shall have listed therein the name, address, description of work, California Department of Industrial Relations Public Works Contractor registration number, and California Contractors State Licensing Board 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.
- A. A sheet for listing the subcontractors, as required herein, is included in the specifications. Please reference Section 00 43 36 "Subcontractor List."
- 1.11 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.
- 1.12 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.
- 1.13 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.
- 1.14 PRE-BID MEETING:** The Pre-Bid Meeting is scheduled for 10:00 a.m. Pacific Time, **October 24, 2024** at the Humboldt County Regional Facility, 2004 Harrison Ave., Eureka California.
- 1.15 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.
- 1.16 QUESTIONS AND CLARIFICATIONS:** In order to avoid any misinterpretation or misrepresentation between the Bidder, the Engineer and the County as regards the plans and specifications for the Project, neither the County nor Engineer will respond to any verbal or telephone inquiries, however Bidders may submit written inquiries for clarifications or questions by email, or mail to the attention of Jake Johnson, Humboldt County Public Works, 1106 Second Street, Eureka, CA 95501, Email: bjohnson@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.
- 1.17 MINIMUM RATES OF PAY:** 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 may be determined through the Department of Industrial Relations website at: <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm> or 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.

1.18 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.

1.19 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 PROCUREMENT SUBSTITUTION PROCEDURE FORM - SECTION 00 26 00, see Section 00 72 00, GC 27, B.
- B. Product substitution requests for products that are "comparable" or "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."

1.20 ADDENDA OR BULLETINS: 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.

1.21 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 sub-proposal to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to the other bidders.

1.22 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 1.13 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.

1.23 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

SECTION 00 22 13 - SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

1. PROJECT DESCRIPTION

The mechanical scope of work for the project consists of the replacement of one rooftop AC unit with a new high efficiency split system with a roof mounted condensing unit. Additionally, three rooftop gas-fired make-up air units will be replaced in kind with new gas fired make-up air units. The electrical scope of work includes the connection of the new equipment to existing electrical infrastructure adding a new circuit for the new split system air handling unit, and connection of new equipment into existing facility control and fire alarm systems. The structural scope of work includes curb modifications for new rooftop equipment and supports for new air handling unit. Patch and repair work to the roof and other finishes will also be necessary to complete the project.

- A. Project Location:
Humboldt County Regional Facility
2004 Harrison Ave.
Eureka, CA 95501
Humboldt County, California

2. TIME FOR COMPLETION

The Contractor shall order mechanical equipment within 15 days of the County's issuance of the "Notice to Proceed," but no earlier than receipt of approved mechanical submittals. The Contractor shall complete the entire project within sixty (60) calendar days from receipt of the mechanical equipment. Contractors will be encouraged to submit long lead time mechanical equipment separately from ductwork and other appurtenances to speed submittal review for those items.

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 **two hundred fifty dollars (\$250)** 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/Engineer.

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

Project Name: REGIONAL FACILITY HVAC REPLACEMENT PROJECT **Date:** _____

Project Number: 162830

Note to Contractor: All substitution requests for "comparable" or "equal" products or systems shall be submitted to the Owner's Representative, ten (10) days prior to the contract bid date. Refer to specification section 00 21 13 INSTRUCTIONS TO BIDDERS, section 1.19 "Substitutions"

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

Item Specified:

Section	Page	Paragraph	Description
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The undersigned requests consideration of the following:

Proposed Substitution (Manufacturer, Model # or Name, Color, Etc.): _____

History: ___New Product, ___Available 2-5 Years, ___Available 6-10 Years, ___Available 10+ Years

Provide UL, ITS, WHI, (or other) listing / rating of proposed substitution: _____

Attached data shall include, but not be limited to, product, specification, drawings, performance and test data adequate for evaluation of the request for the proposed substitution product and the specified product, with applicable portions of the proposed substitution and the specified product data clearly identified in a point-by-point direct comparison chart. Incomplete form and attachments will result in rejection of substitution request.

Requestor shall address the following items on this Substitution Request Form. Use a separate attached sheet attached as needed:

1. Reason for not providing specified item: _____

2. Will proposed substitution affect dimensions indicated on Drawings? ___(Yes) ___(No)

If yes, how? _____

3. Will proposed substitution affect Electrical, Mechanical, Structural, Architectural, etc.?

___(Yes) ___(No) If yes, explain: _____

4. Is proposed substitution larger or smaller than specified product? ___(Yes) ___(No) If yes, state size of substitute product: _____

5. Does proposed substitution weight less/more than specified product? ____ (Yes) ____ (No) If yes, state weight of substitute product: _____

6. Will proposed substitution affect other trades and/or parts of the Work? ____ (Yes) ____ (No) If yes, explain all effects: _____

7. Comparison between proposed substitution and specified product (Similarities / Differences)?

8. If Substitution Request is accepted, County will receive a credit of \$ _____. The Contract Sum will be adjusted accordingly.

9. Will proposed substitution affect the Contract Time? ____ (Yes) ____ (No) If yes, ____ (Add) ____ (Deduct) _____ calendar days.

10. Will proposed substitution reduce lead-times for procurement? ____ (Yes) ____ (No)

If yes, procurement time will be reduced _____ calendar days between ordering and delivery compared to the specified product.

(CONTINUES NEXT PAGE)

INITIAL

UNDERSIGNED CERTIFIES:

- _____ Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- _____ Proposed substitution has same or better warranty as specified product.
- _____ Proposed substitution has same or better maintenance service and availability of replacement parts as specified product.
- _____ Proposed substitution will not affect or delay the Construction Schedule.
- _____ Claims for additional costs related to accepted substitution, which may subsequently become apparent, are hereby waived.
- _____ Proposed substitution will not affect dimensions and functional clearances.
- _____ Coordination, installation, and changes in the Work as necessary for installation of accepted substitution will be complete in all respects, at no additional cost to County.
- _____ Contractor will pay for all costs associated with changes to the project's design, including, but not limited to, architectural or engineering design fees, detailing, Agency approvals and construction costs caused by the requested substitution.
- _____ The function, appearance and quality of the proposed substitution is equivalent or superior to the specified item.

The undersigned certifies that the above is accurate and correct:

Signature: _____

Printed Name: _____

Company: _____

Address: _____

Date: _____

Telephone: _____

Attachments: ___ Drawings ___ Product Data ___ Samples ___ Tests ___ Reports ___ Other (Describe)

Architect/Engineer's Review and Action:

_____ Substitution Accepted – Make submittals in accordance with Specification Section 01 33 00.

_____ Substitution Accepted as Noted - Make submittals in accordance with Spec Section 01 33 00.

_____ Substitution Rejected – Provide specified product.

_____ Substitution Request Received Too Late – Provide specified product.

By: _____ Date: _____

Remarks: _____

END OF SECTION

TO
THE COUNTY OF HUMBOLDT for the CONSTRUCTION of
REGIONAL FACILITY HVAC REPLACEMENT PROJECT
PROJECT NUMBER 162839

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 Frontier Consulting Engineers, dated SEPTEMBER 20, 2024, the Agreement annexed hereto and the General Prevailing Wage provisions as specified in the "Invitation to Bid".

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:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

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 _____, 2024

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 22 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:

Base Bid (Lump Sum):	
_____	\$ _____
Total Amount in Words	Total

BID ALTERNATES:

-NONE REQUESTED-

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:

-NONE REQUESTED-

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 and may be additive or deductive.

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

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) 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 as least ten (10%) percent of the amount bid.
(3) Bidders must use this form unless the surety company form is substantially the same.

END OF SECTION

LIST OF SUBCONTRACTORS

Project Name: **REGIONAL FACILITY HVAC REPLACEMENT PROJECT**
PROJECT NUMBER: 162839

The Bidder shall list all Subcontractors in accordance with Article 47 of the General Conditions.

	Subcontractor Name & CSLB License No.	10-Digit DIR Registration Number	Address	Description of Work / Craft
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

Add additional pages for Subcontractor Listings as needed.

END OF SECTION

1.1 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/ sub-consultants] of bidders on County contracts. (Ord. 2291, § 1, 01/07/2003)

1.2 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/ sub-consultants] of bidder's on County contracts. (Ord. 2291, § 1, 01/07/2003)

1.3 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.

Signature of Bidder: _____

Printed Name: _____

Date: _____

END OF SECTION

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

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

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:

- A. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- B. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- C. Does not have a proposed debarment pending; and
- D. 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

Printed Name

Date

END OF SECTION

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

Printed Name

Date

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

END OF SECTION

This is an AGREEMENT made and entered into this _____ day of _____, 2024 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 REGIONAL FACILITY HVAC REPLACEMENT PROJECT
PROJECT NUMBER: 162839**

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 | General Conditions |
| Bid Form | Supplementary General Conditions |
| Bid Security Form | General Requirements |
| This Agreement | Technical Specifications |
| Payment Bond | Plans and Drawings |
| Performance Bond | Subcontractor List |
| Insurance Certificates | Noncollusion Affidavit |
| Public Contract Code Statement | Bidders Qualifications |

Special Conditions

Debarment and 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 as follows: The Contractor shall order mechanical equipment within 15 days of the County's issuance of the "Notice to Proceed," but no earlier than receipt of approved mechanical submittals. The Contractor shall complete the entire project within sixty (60) calendar days from receipt of the mechanical equipment.

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 may 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:

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 two (2) corporate officers

By: _____

Title: _____

By: _____

Title: _____

INSURANCE CERTIFICATES, PERFORMANCE AND PAYMENT BONDS 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 5th Street
Eureka, California 95501

CONSTRUCTION CONTRACT:
**REGIONAL FACILITY HVAC
REPLACEMENT PROJECT #162839**

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:

_____ HUMBOLDT COUNTY REGIONAL FACILITY HVAC REPLACEMENT PROJECT _____
PROJECT # 162839 _____

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 00 72 00 - GENERAL CONDITIONS

INDEX TO GENERAL CONDITIONS

GC	1.	DEFINITIONS	3
GC	2.	CONTRACT	4
GC	3.	BONDS	5
GC	4.	INSURANCE REQUIREMENTS	5
GC	5.	DEFAULT/TERMINATION OF CONTRACT	7
GC	6.	INDEMNIFICATION	10
GC	7.	ASSIGNMENT OF CONTRACT	11
GC	8.	SEPARATE CONTRACTS	11
GC	9.	CONFERENCES	11
GC	10.	TERMS OF PAYMENT	11
GC	11.	CONFLICTS OR ERRORS	16
GC	12.	CHANGES IN THE WORK	17
GC	13.	GUARANTEE	20
GC	14.	INTERPRETATIONS	20
GC	15.	DECISIONS BY ARCHITECT AND / OR OWNER'S REPRESENTATIVE	20
GC	16.	ADMINISTRATION OF THE CONTRACT	21
GC	17.	NON-CONFORMING WORK	22
GC	18.	OWNERSHIP OF DOCUMENTS	23
GC	19.	DOCUMENTS FURNISHED	23
GC	20.	DRAWING DIMENSIONS	23
GC	21.	DETAILED DRAWINGS	23
GC	22.	SUBMITTALS	23
GC	23.	SURVEY AND LAYOUT	24
GC	24.	UNITY OF DOCUMENTS	25
GC	25.	INSPECTION BY CONTRACTOR	25
GC	26.	DEVIATION FROM PLANS OR SPECIFICATIONS	26
GC	27.	STANDARDS OF MATERIALS	26
GC	28.	QUALITY OF MATERIALS AND LABOR	26
GC	29.	DELIVERY AND STORAGE OF MATERIALS	26
GC	30.	OLD MATERIAL	26
GC	31.	TESTS	27
GC	32.	PATENT RIGHTS, COPYRIGHTS, TRADE NAMES AND ROYALTIES	27
GC	33.	COMPLIANCE WITH ALL LAWS	27
GC	34.	PERMITS AND LICENSES	28
GC	35.	TEMPORARY FACILITIES	28
GC	36.	LIABILITY FOR ACCIDENTS	29

GC	37.	ACCIDENT PREVENTION	29
GC	38.	EXISTING PREMISES AND IMPROVEMENTS	29
GC	39.	USE OF PREMISES AND CLEAN-UP	30
GC	40.	DIRECTION OF THE WORK	31
GC	41.	CUTTING, FITTING AND PATCHING	34
GC	42.	RIGHT TO OCCUPY OR USE	34
GC	43.	CHANGE OF CONTRACT TIME LIMIT & LIQUIDATED DAMAGES	35
GC	44.	HOURS OF WORK	36
GC	45.	PREVAILING WAGE RATES & PAYROLL RECORDS	37
GC	46.	TAXES	38
GC	47.	SUBCONTRACTORS	38
GC	48.	RECORDS, ACCOUNTS AND SEGREGATED PRICES	40
GC	49.	LIABILITY FOR TREES	41
GC	50.	LIABILITY FOR SURVEY MARKS	41
GC	51.	CLAIMS PROCEDURES	41
GC	52.	HAZARDOUS MATERIALS AND / OR DIGGING TRENCHES	45
GC	53.	NONDISCRIMINATION	45
GC	54.	RESPONSIBILITY FOR COMPLIANCE WITH OSHA	46
GC	55.	NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE	46
GC	56.	DISCOVERY OF HUMAN REMAINS OR AN ARCHAEOLOGICAL SITE	46
GC	57.	CONTRACTOR RESPONSIBILITY AND DEBARMENT	47
GC		APPENDIX A: CLAIMS RELATING TO PUBLIC CONTRACTS	48
GC		APPENDIX B: CLAIMS EQUAL TO OR LESS THAN \$375,000	51

GC 1. DEFINITIONS

- A. COUNTY: The term "County", or pronouns in place of same where used herein, shall mean Humboldt County acting through its Board of Supervisors.
- B. BOARD: The term "Board", or pronouns in place of same where used herein, shall mean the Humboldt County Board of Supervisors.
- C. OWNER: The "Owner" is the County and is the person or entity identified as such in the Owner-Contractor Agreement; the term Owner means the Owner or its authorized representative.
- D. ARCHITECT: The term "Architect" shall mean the licensed professional architect in responsible charge of the design of the project employed or contracted by the Humboldt County Department of Public Works as the authorized representative of the Owner.
- E. CONTRACTOR: The term "Contractor" or "General Contractor", where used herein, shall mean the Contractor licensed by the California Contractors State License Board to whom the contract for the work described and specified herein has been awarded by the Humboldt County Board of Supervisors or their authorized representative.
- F. PLANS AND SPECIFICATIONS: The term "Plans and Specifications", where used herein, shall mean and include all specifications and provisions of every kind, whether general, detailed or otherwise, relating to the equipment, material or Work, and the installation thereof, and the plans and drawings accompanying same which are made a part thereof. Such Plans and Specifications are recognized as instruments of professional service.
- G. OWNER'S REPRESENTATIVE: The term "Owner's Representative" shall mean the agent or independent qualified consultant assigned to the Project by Humboldt County Department of Public Works. The Owner's Representative shall not be responsible for means, methods, techniques, sequences or procedures of construction, nor be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.
- H. CONSTRUCTION ADMINISTRATOR: The term "Construction Administrator" shall mean the agent or independent qualified consultant assigned to the Project by Humboldt County Department of Public Works. The Construction Administrator may be a separate agent or may also perform the function of the Project Inspector or Owner's Representative. The Construction Administrator will be the prime point of contact between the Contractor and Owner. The Construction Administrator will log, route, and maintain all project communications and documentation including, but not limited to, letters of instruction, contractor letters, requests for information, submittals, cost proposals and changes to the work.
- I. PROJECT INSPECTOR: The term "Project Inspector" shall mean the agent or independent qualified consultant assigned to the Project by Humboldt County Department of Public Works to perform the following services: Observe the performance of Project labor, installation of all materials and equipment to be incorporated into the Work and the placing of such materials and equipment to determine in general if the Work is proceeding in accordance with the Contract Documents as defined in section 00 52 00 "Agreement Forms". On the basis of such observations, the Project Inspector will keep the Owner's Representative informed as to the progress of the Work. The Project Inspector shall not be responsible for means, methods, techniques, sequences or procedures of construction, nor be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.
- J. SURETY: The term "Surety" shall mean the surety or sureties that issue the Payment Bond and/or the Performance Bond required by the Contract Documents.

- K. CONTRACT or AGREEMENT: "Contract" or "Agreement" shall mean the agreement signed by County and Contractor (Section 00 52 00) and shall also mean the totality of the contractual obligations of Contractor hereunder.
- L. CONTRACT PRICE: "Contract Price" shall mean the amount set forth as the contract price in the Agreement (Section 00 52 00).
- M. CONTRACT TIME: "Contract Time" shall mean the time for completion of the Work required by the Contract Documents as set forth in the Agreement (Section 00 52 00),
- N. PROJECT: The "Project" is the total construction of which the Work performed under the Contract Documents may be the whole or a part.
- O. SUBSTANTIAL COMPLETION: "Substantial Completion", shall mean that the Work is sufficiently complete, in accordance with the Contract Documents, that the County can occupy or utilize the Work or a designated portion thereof for the use for which it is intended.
- P. WORK: The "Work" comprises the completed construction required by the Contract Documents and approved change orders and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

Capitalized terms not defined in these General Conditions shall have the same meaning as defined in other Contract Documents.

GC 2. CONTRACT

- A. The Contract Documents include all documents identified as such in the Agreement (Section 00 52 00), and any amendments and Change Orders thereto
- B. In the execution of the Work or any portion thereof, Contractor shall operate as an independent contractor and not as the agent of Owner or Architect.
- C. No verbal agreement or conversation with any officer, agent, or employee of Owner or Architect, either before or after execution of the Agreement, shall affect or modify any terms or obligations of the Contract unless duly incorporated into the Contract by written Change Order or amendment of the Contract.
- D. The Contract Documents shall not be construed to create any contractual relationship of any kind between the Architect and the Contractor, but the Architect shall be entitled to performance of obligations intended for its benefit, and to enforcement thereof. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner or the Architect and any subcontractor or sub-subcontractor.
- E. By executing the Contract, the Contractor represents that Contractor has visited the Project site, familiarized itself with the local conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents.
- F. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Contractor shall perform all work set forth in the Contract Documents and reasonably inferable therefrom as being necessary to produce the intended results. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

Whenever two or more standards or requirements appear in the Contract Documents, the highest standard or requirement shall be applied and followed in the performance under this Contract. If a conflict cannot be so resolved, the following shall apply:

- (a) In cases of discrepancy concerning dimension, quantity and location, the Plans shall take precedence over the Specifications. Explanatory notes on the Plans shall take precedence over conflicting drawn indications. Large-scale details shall take precedence over smaller scale details and figured dimensions shall take precedence over scaled measurement. Where figures are not shown, scale measurements shall be followed but shall in all cases be verified by measuring actual conditions of Work already in place. In cases of discrepancy concerning application of materials and non-technical requirements over materials, the specifications shall take precedence over Plans.
 - (b) For all other conflicts between terms of the Contract Documents that cannot be resolved as set forth above, the following order of precedence shall apply:
 - 1. The Contract
 - 2. The Supplementary Conditions
 - 3. The General Conditions
 - 4. The Specifications
 - 5. The Plans.
- G. The organization of the Specifications into divisions, sections and articles, and the arrangement of drawings shall not control the Contractor in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade.

GC 3. BONDS

- A. Contractor, simultaneously with the execution of the Agreement, will be required to furnish a Payment Bond in an amount equal to one hundred (100%) percent of the Contract Price, and a faithful Performance Bond in an amount equal to one hundred (100%) percent of the Contract Price. The Contractor must submit a certificate with all bonds indicating that the Surety is admitted to transact business in the State of California, and certify that the Surety's certificate of authority, issued by the Insurance Commissioner, has not been suspended, revoked, canceled, or annulled.
- B. The bonds shall comply with Section 9554 of the Civil Code of the State of California. The Payment Bond and the faithful Performance Bond shall each be in a form that is satisfactory to the County Counsel, or Risk Management of the County of Humboldt. A copy of an acceptable format is attached to the Agreement forms of these specifications.
- C. All Bonds shall meet or exceed A.M. Best's Long-Term Issuer Credit Rating (Long-Term ICR) Scale categories of Rating Category: **Excellent**; Rating Symbol: **a**; Rating Notch: **a+**, and Short-Term Issuer Credit Rating (Short-Term ICR) Scale categories of Rating Category: **Outstanding**; Rating Symbol: **AMB-1**, and Best's Financial Strength Rating (FSR) Scale categories of Rating Category: **Excellent**, Rating Symbol: **A**, Rating Notch: **A-**. All bonds shall be written by a surety company licensed through the California Department of Insurance and shall have a physical presence in the State of California. Companies providing reinsurance to the surety company shall also be a surety company licensed through the California Department of Insurance and shall have a physical presence in the State of California. The Bid Bond, Payment Bond and Performance Bond shall all be written by the same surety company. If cash or securities are provided in lieu of a Bid Bond, then both the Payment Bond and Performance Bond shall both be written by the same surety company. "Off-shore" surety companies and/or reinsuring sureties or companies shall not be accepted.

GC 4. INSURANCE REQUIREMENTS

- A. THIS CONTRACT/AGREEMENT SHALL NOT BE EXECUTED BY COUNTY and the CONTRACTOR is not entitled to any rights, unless certificates of insurance, or other sufficient proof, showing that the following provisions have been complied with are filed with the Clerk of the Humboldt County Board of Supervisors.
- B. Without limiting Contractor's indemnification obligations provided herein, Contractor shall, and shall require any of its subcontractors, to take out and maintain, throughout the period of this Agreement,

the policies of insurance as required herein placed with insurers with a current A.M. Best's rating of no less than A:VII or its equivalent against damages which may arise from or in connection with the activities hereunder of Contractor, its agents, employees or subcontractors.

- C. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$2,000,000 per occurrence. If work involves explosive, underground or collapse risks, XCU must be included. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be \$5,000,000. Said policy shall contain, or be endorsed with, the following provisions:
1. The County, and its Board Members, officers and officials, Owner's Representative, Construction Administrator, Project Inspector and the Architect and their agents and employees, are covered as additional insured for liability arising out of the operations performed by or on behalf of Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County, and its Board Members, officers and officials, Owner's Representative, Construction Administrator, Project Inspector and the Architect and their agents, and employees. The additional insured coverage required herein shall be provided by Insurance Services Office Additional Insured Endorsement Forms CG 20 10 and CG 20 37, or equivalent forms.
 2. The policy shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice (10 days for non-payment of the premium) to County by certified mail.
 3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
 4. For claims related to this Project, the Contractor's insurance is primary coverage to the County, and any insurance or self-insurance programs maintained by the County are excess to Contractor's insurance and will not be called upon to contribute with it.
 5. Any failure by the County or the Contractor to comply with reporting or other provisions, including breach of warranties, shall not affect coverage provided to County, and its Board Members, officers and officials, Owner's Representative, Construction Administrator, Project Inspector and the Architect and their agents, and employees.
- D. Automobile liability insurance with coverage at least as broad as Insurance Services Office form CA 0001 06092, Code 1 (any auto), for vehicles used in the performance of this Agreement with minimum coverage of not less than \$1,000,000 per accident combined single limit (CSL). Such policy shall contain or be endorsed with the provision that coverage shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice (10 days for non-payment of premium) to County by certified mail.
- E. Workers' Compensation insurance meeting statutory limits of the California Labor Code which policy shall contain or be endorsed to contain a waiver of subrogation against County, its officers, agents, and employees and provide for thirty (30) days prior written notice in the event of cancellation.
- F. Builder's Risk or Course of Construction, written on an "All-Risk" form, for 100% of the completed value of the insurable part of the Project. The Builder's Risk policy shall provide for losses to be payable to County and the Contractor as their interests may appear, and that in the event of payment for any loss under the coverage provided, the insurer shall have no rights of recovery against County and Contractor.
- G. Contractor shall furnish County with certificates and original endorsements effecting the required coverage prior to execution of this Agreement by County. The endorsements shall be on forms as approved by the County's Risk Manager or County Counsel. Any deductible or self-insured retention over \$100,000 shall be disclosed to and approved by County. If Contractor does not keep all required policies in full force and effect, County may, in addition to other remedies under this Agreement, take out the necessary insurance, and Contractor agrees to pay the cost of said insurance.

GC 5. DEFAULT/TERMINATION OF CONTRACT

A. Default

1. If the Contractor refuses or fails to prosecute the Work or any separable part thereof with such diligence as will ensure its completion within the time specified herein or any authorized extension thereof, or abandons the Work, or fails to perform the Work in a manner required by the Contract Documents and/or industry standards, or fails to complete such Work within such time as required under the Contract Documents, or seeks to assign the Contract, or, if the Contractor should be adjudged as bankrupt, or is otherwise deemed insolvent by the County based on good cause and is unable to proceed with the Work, or if the Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency, or if the Contractor files a petition to take advantage of any debtor's act, or should any subcontractor materially violate any of the provisions of the Contract Documents, or if the Contractor should persistently or repeatedly refuse or fail to provide the required project management, supervision, quality control, and/or supply enough properly skilled workers or proper materials to complete the Work in the time specified, or if the Contractor should fail to make prompt payment to subcontractors for material or labor, or if the Contractor should persistently disregard laws, or instructions given by County, or if the Contractor otherwise substantially fails to fulfill its obligations under, or violates, the Contract Documents or any provision or term thereof, the Contractor shall be in breach of and default under the Contract. In such instance, the County may, in its sole discretion, after providing Contractor seven (7) days written notice, and without prejudice to any other remedy the County may have:
 - a. Provide any such labor, equipment and/or materials required to perform the Work or designated portion of the Work or to correct any deficiencies or delays and deduct the cost from any money due or to become due Contractor, or if the money due or to become due to Contractor is not sufficient to cover such amount, the Contractor shall pay the difference immediately to the County upon demand; or
 - b. Terminate the Contract.
2. Upon receipt of the notice of termination of the Contract, the Surety shall immediately takeover and assume the control of and perform the Work as the successor to the Contractor and shall immediately assume all rights obligations and liabilities, including liquidated damages, that have accrued under the Contract. The Surety shall maintain the Project site and all of its safety controls. If the Surety fails to maintain the Project site, the County may correct unsafe conditions and charge the Surety for costs incurred. If the Surety assumes the Contractor's terminated Work, it shall take the Contractor's place in all respects for that part and shall be paid by County for all Work performed by it in accordance with the terms of the Contract Documents. If the Surety assumes the entire Contract, all money due the Contractor at the time of its default shall be payable to the Surety as the Work progresses, subject to the terms of the Contract Documents less all amounts due to County.
3. Within fifteen (15) working days of its receipt of the notice of termination of the Contract, the Surety shall provide to the County a written plan detailing the course of action it intends to take to remedy the default of the Contractor. The County will review and notify the Surety if the plan is satisfactory.
4. If the Surety fails to submit a satisfactory plan or to maintain progress on the plan as accepted by the County, or does not otherwise comply fully and completely to the County's satisfaction with the terms of the Performance Bond within the time periods stated therein, the County may, in its sole discretion, take over the Work and prosecute the same to completion by contract or by any other method it may deem advisable for the account and at the expense of the Contractor, and the Surety and/or Contractor shall be liable to the County for any excess cost and all other damages and costs incurred by the County thereby or to which the County is entitled under the Contract Documents or by law and shall pay the County all such amounts within thirty (30) days after submits an invoice for such amounts. . In such an event, the County may without liability for so doing, take possession

of and utilize such materials, tools, equipment, supplies and other property belonging to the Contractor and/or assume assignment of any and all subcontracts for subcontractors and/or suppliers that may be on the worksite and be necessary to complete the Work. For any portion of such Work that County elects to complete by furnishing its own employees, materials, tools, and equipment, the Contractor and Surety shall compensate County or all costs related thereto. If requested by County, Contractor shall demobilize, and shall remove any part or all of Contractor's materials, supplies, equipment, tools, and construction equipment and machinery, from the Project site within 7 days of such request; and if Contractor fails to do so, County may remove or store, and after 90 days sell, any of the same at Contractor's expense.

5. If a termination for default is asserted by County, and demand made upon Surety by County, Surety shall not tender the Contractor, or any affiliate thereof, as its completion contractor except as authorized in the Performance Bond and subject to the sole discretion of the County. See the Performance Bond for more details on the rights and responsibilities of the Surety.
6. Contractor hereby consents to assigning to the County and/or County's replacement contractor all subcontracts and other agreements of any and all subcontractors and/or suppliers that may be on the worksite and/or may be necessary to complete the Work in the event of Termination for Default or Termination for Convenience, as set forth below. Contractor agrees to obtain, by way of a subcontract provision, the consent of each and every subcontractor and/or supplier for such assignment prior to the commencement of each such subcontractor's and/or supplier's conduct of the Work.
7. In the event of such termination, the Contractor will not be entitled to receive any further payment until the entire Work or disputed portion of the Work is completed and accepted by the County. Any amounts due to Contractor will be based on unit prices or lump sum bid and the quantity of Work completed at the time of termination, less damages caused to the County by acts of the Contractor causing the termination, including but not limited to, all costs to the County arising from professional services and attorneys' fees, and all costs generated to insure or bond the work of substituted Contractors or subcontractors utilized to complete the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the County promptly upon demand. On failure of the Contractor to pay, the Surety shall pay on demand by County. Any portion of such difference not paid by the Contractor or Surety within thirty (30) days following the mailing of a demand for such costs shall earn interest at the maximum rate authorized by California law. Nothing set forth herein shall limit Surety's obligations under the subject bonds or the timing thereof, which shall arise immediately upon Contractor's default.
8. The Contractor and the County agree that nothing in this section is intended to create a right of either party to recover attorney fees as prevailing party in any lawsuit on this Contract.
9. In addition to all of its rights and remedies stated herein and under the Contract Documents and by law, the County may also order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the County to stop the Work shall not give rise to any duty on the part of the County to exercise this right for the benefit of the Contractor or any other person or entity
10. The foregoing provisions are in addition to and not in limitation of any other rights or remedies under law or in equity available to County.
11. If it is later determined that the County's termination of the Contract was wrongful, or Contractor had an excusable reason for not performing, such as a fire, flood, or other event which was not the fault of or was beyond the control of the Contractor, the County, after setting up a new performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience, and the rights and obligations of the County and the Contractor shall be the same as if the termination had been issued for the convenience of the County.
12. Each of these general conditions, whether preceding or following this paragraph, is to be considered material and failure to comply with any of such conditions by the Contractor will be

deemed a breach of contract. All obligations of Contractor pursuant to the Contract Documents shall survive the termination of the Contract.

B. Termination for Convenience

1. The County may terminate the Contractor's performance under the Contract, either in whole or in part, at its own discretion or when conditions encountered during the Work make it impossible or impracticable to proceed, or when the County is prevented from proceeding with the Contract by act of God, by law, or by official action of a public authority, or upon a determination that such termination is in the best interest and convenience of the County, or whenever the County is prohibited from completing the Work for any reason.
2. Upon receipt of such written notice of termination, the Contractor shall:
 - a. Stop work as specified in the written notice;
 - b. Terminate all orders and subcontractors except as necessary to complete any portion of the Work that is not terminated;
 - c. If directed in writing by the County to do so, assign all right, title and interest in subcontracts and materials in progress, in which case the County will have the right at its discretion to settle, or pay any or all claims arising out of the termination of such subcontractors, but in no event shall recovery by any Contractor include lost profits for uncompleted portions of the Work;
 - d. Deliver or otherwise make available to the County all data, drawings, specifications, reports, estimates, summaries and such other information and material as may have been accumulated by the Contractor in performing the Work whether completed or in process;
 - e. Settle outstanding liabilities and claims with the approval of County;
 - f. Complete performance of such part of the Work as has not been terminated; and
 - g. Take such other actions as may be necessary, or as may be directed by the County for the protection and preservation of the Work and/or property related to the Work.
3. Upon receipt of County's written notice of termination for convenience, the Contractor shall submit to the County a request for final payment in accordance with the requirements of the Contract. Such request shall be submitted promptly, but no later than sixty (60) days from the effective date of the termination for convenience.
4. The final payment to the Contractor after termination for convenience shall be limited to the following amounts due and owing under the Contract at time of termination:
 - a. Any actual costs incurred by the Contractor for restocking charges;
 - b. The agreed upon price of protecting the Work in any manner, if any, as directed by the County; and
 - c. The Contract Price allocable to the portion of the Work properly performed or goods supplied by the Contractor as of the date of termination, as determined in accordance with the Contract Documents, reduced by any sums previously paid to the Contractor.

Contractor shall not be entitled to payment for any Work not performed, including, without limitation, overhead and profit on Work not performed.

The above payment shall be the sole and exclusive remedy to which Contractor is entitled in the event of a termination for convenience of the Contract pursuant to this section; and Contractor will not be entitled to any other compensation or damages and expressly waives same.

5. The County shall have the right to withhold any portion or the whole of the final payment under this provision in the event there are any outstanding Claims for compensation asserted by the County against the Contractor, or by any third party against the County which arises out of the Contractor's Work.
6. All obligations of Contractor pursuant to the Contract Documents shall survive the termination for convenience of the Contract.
7. Contractor shall include this Termination for Convenience provision in all subcontracts and purchase orders of every tier.

GC 6. INDEMNIFICATION

- A. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the County and its Board Members, officers and officials, Owner's Representative, Construction Administrator, Project Inspector, and the Architect and their agents and employees (the "Indemnified Parties") from and against any and all claims, damages, liabilities, actions, losses and expenses, including but not limited to attorneys' fees, in law and in equity, of every kind or nature whatsoever related to, arising out of or resulting from the performance of the Work or Contractor's operations to be performed under the Contract Documents, regardless of whether or not caused in whole or in part by a party indemnified hereunder (collectively "Claims"); excepting only such Claims arising from the sole or active negligence or willful misconduct of the Indemnified Parties or defects in design furnished by those persons. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. The obligations in this section shall not be limited by the insurance requirements set forth in these Contract Documents. Contractor's indemnification obligations shall apply to all damages or claims for damages suffered as a result of or by Contractor's operations regardless if any insurance is applicable or not.

It is intended that this section shall comply with California Civil Code § 2782, *et seq.*, to the extent applicable to the Contractor's obligations as set forth in this section. If it is determined by a Court of competent jurisdiction that any aspect of this section exceeds the restrictions or limitations under California law applicable to indemnity obligations, only that portion which exceeds the restrictions or limitations under California law shall be null and void, and all remaining indemnity obligations shall be fully enforceable to the fullest extent allowed under California law.

- B. In any and all Claims against the Indemnified Parties by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workers' or Workmen's Compensation Acts, disability benefit acts or other employee benefit acts.
- C. The right to a defense and indemnity under this section arises upon an occurrence of an event given rising to a Claim and upon tender to Contractor, Contractor shall defend the Indemnified Parties with counsel reasonably acceptable to the County. Notwithstanding the foregoing, the County shall be entitled, on its own behalf, and at the expense of the Contractor, to assume control of its defense or the defense of any Indemnified Party in any legal proceeding, with counsel reasonably selected by it. Should the County elect initially to assume control of its defense, or the defense of any Indemnified Party, it does so without prejudice to its right subsequently to request that Contractor thereafter assume control of the defense and pay all attorney's fees and costs incurred thereby.

GC 7. ASSIGNMENT OF CONTRACT

- A. The Contractor shall not assign or sublet the Contract in whole or in part without the prior written consent of the Owner. The Contractor shall not assign any monies due or to become due to it under the Contract without the prior written consent of the Owner.
- B. Any assignments permitted under these documents or approved by the Owner shall, in addition, have prior written approval of all sureties of the Contractor executing bonds or insurance in the interest of this Contract.
- C. If the Contractor seeks to assign any portions or monies as permitted, Contractor shall pay to the Owner \$1,000 to cover Owner's costs each time an assignment occurs.

GC 8. SEPARATE CONTRACTS

- A. The Owner reserves the right to let other contracts in connection with this Project. The Contractor shall afford all other such contractors reasonable opportunity for storage of their materials; shall provide that the execution of their work properly connects and coordinates with theirs; and shall cooperate with them to the end of facilitating the Work.
- B. The work performed or executed under other contracts in advance of work under this Contract shall be inspected and determined to be in proper condition by the Contractor before permitting related or connecting work to proceed under this Contract.
- C. Contractor shall immediately notify Architect, Owner's Representative, and Project Inspector through the Construction Administrator of any discrepancies, defects or other conditions found unsuitable for proper execution of the Work.

GC 9. CONFERENCES

- A. At any time during the progress of the Work, the Owner, Construction Administrator, Owner's Representative, or Architect shall have authority to require the Contractor to attend a conference of any or all of the contractors engaged in the Work; and any notice of such conference shall be duly observed and complied with by the Contractor.

GC 10. TERMS OF PAYMENT

- A. Within thirty (30) calendar days after the award of the Agreement, and before submission of the first application for payment, the Contractor shall submit to the County for approval a Schedule of Values allocated to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the County may require. This schedule, unless objected to by the County, shall be used only as a basis for the Contractor's Applications for Payment. This Schedule of Values shall be so arranged that the value of the Work as it progresses may be readily determined. Payment for change order work will be made if the change order work is complete and is approved prior to the Owner's Representative issuing the monthly certification of payment. The total sum of the Schedule of Values shall equal the Contract Price.
- B. The Contractor shall, on or before the first day of each month, make an estimate of the work performed during the preceding month and submit an itemized application for payment, supported by such data substantiating the Contractor's right to payment as the County may require, including appropriate monthly updates to the construction progress schedule, and reflecting retention, if any, as provided elsewhere in the Contract Documents. Absent an express finding pursuant to Public Contract Code section 7201(b) authorizing the County to withhold a higher amount of retention (in excess of 5% of the estimated value of the work done and the labor, materials, equipment, and services provided), the County shall retain an amount from each progress payment not to exceed 5% of the estimated value of the work done and the labor, materials, equipment, and services provided, all in accordance with Public Contract Code section 7201, and the County shall pay to the Contractor ninety percent (95%) of the value of said work in place, as checked and approved, within thirty (30) calendar days of the County's receipt of an undisputed and properly submitted application for payment. The balance of five percent (5%) of the estimate shall be retained by the

County until the time of final acceptance of the Work, and release in accordance with requirements of the Contract Documents and California law. In lieu of the five percent (5%) retainage, the Contractor may substitute securities as provided for in Public Contract Code Section 22300.

- C. As a condition precedent to payment by County, each itemized application for payment shall be accompanied by a current Conditional Waiver and Release On Progress Payment, in the form specified by the applicable California Civil Code, from Contractor and each of Contractor's subcontractors, suppliers, and union trust funds for which payment is sought by the application for payment, and an Unconditional Waiver and Release On Progress Payment, in the form specified by the applicable California Civil Code, from Contractor and each of Contractor's subcontractors, suppliers, and any union trust fund for which payment was sought by Contractor in the immediately preceding application for payment and for which the County made payment.
- D. The Contractor warrants that title to all work, materials and equipment covered by an application for payment will pass to the County, or its assignee, either by incorporation in the construction or upon receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, stop notices, claims, security interest or encumbrances hereinafter referred to in this section as "liens"; and that no work, materials or equipment covered by an application for payment will have been acquired by the Contractor, or by any other person performing work at the Project or furnishing materials and equipment for the Project, subject to an agreement under which an interest or an encumbrance is retained by the seller or otherwise imposed by the Contractor or such other person.
- E. Unless otherwise provided in the Contract Documents, payments may be made, within the sole discretion of the County, on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the Project site and, if approved in advance by the County, payments may similarly be made for materials or equipment suitably stored at some other location agreed upon in writing. Applications for payment must differentiate between materials stored on site and materials stored off site. Payments for materials or equipment stored on or off the Project site shall be allowed only at the sole discretion of the County and shall be conditioned upon submission by the Contractor of a detailed description of all such materials and equipment and of bills of sale or such other procedures satisfactory to the County to establish the County's title to such materials or equipment or otherwise protect the County's interest, including applicable insurance and transportation to the Project site for those materials and equipment stored off the Project site. In addition, as a further condition precedent to payment for stored materials, Contractor shall:
1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
 2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
 3. Provide summary documentation for stored materials indicating the following:
 - a. Value of materials previously stored and remaining stored as of date of previous applications for payment.
 - b. Value of previously stored materials put in place after date of previous application for payment and on or before date of current application for payment.
 - c. Value of materials stored since date of previous application for payment and remaining stored as of date of current application for payment.

Contractor must complete specific considerations and comply with the requirements of the Contract Documents before purchasing any materials ahead of their scheduled installation. While there are clearly recognized benefits to both the Owner and Contractor for purchasing materials early, there is also increased risk and additional work required to protect those purchases and track them appropriately. It is Contractor's responsibility for the risk management of stored items and security that includes warranty protections. Purchasing of items must be approved by Owner's Representative prior to ordering materials to be delivered.

The County will only consider ahead-of-schedule material purchases under the following conditions:

1. Contractor provides supporting documentation (narrative) demonstrating valid reason or cause (such as long lead time, material or manufacturing shortages, tariffs, etc.)
2. Approved items have been inventoried by the Construction Administrator or Owner's Representative
3. Materials are stored in a safe and weather protected manner
4. Stored materials will be available for periodic inspections by Construction Administrator or Owner's Representative
 - a. If inspection is requested by County, Contractor shall reimburse Owner's Representative, Construction Administrator or Project Inspector for transportation, per diem and wages if out-of-town travel is required to reach storage location for inspection.
5. Stored materials have a required jobsite availability date clearly established in the project construction schedule.

The County will not consider payment for stored materials that are:

1. Not itemized
2. Raw materials or any items that are not ready for immediate installation at jobsite
3. Items that are not documented in the construction schedule
4. Items that are greater than 10% of the overall contract or 15% of current progress payment
5. Long lead items greater than 8 weeks

Additional requirements for stored materials:

1. Requests for storing materials offsite must be made at least 14 days prior to submission of pay application
2. Only bonded subcontractors and vendors will be considered for storage. Bonded subcontractors and vendors must show bonding documents that show County as assignee
3. Materials stored, but not requesting payment must be stored in a bonded facility unless in transit
4. Materials stored at the manufacturing facility will not be paid in advance unless it can be proven to be physically segregated from the rest of the facility. Materials stored at the manufacturing facility must be labeled with job identification, fenced off, shrink-wrapped or otherwise securely separated from regular inventory, to County's satisfaction.
5. Access and delivery of goods must be able to be cleared for release by Contractor in the event of a subcontractor/vendor failure to perform or replacement
6. Manufacturer warranty periods must be extended for the full duration that the materials are in storage

Contractor will keep an inventory log of stored materials offsite as well as onsite (yet to be installed) and submit with each upcoming progress payment funding request.

The inventory log must include the following:

- Description – that includes storage disposition and subcontractor/vendor responsibility information
- Onsite Previously Billed – quantities and values
- Onsite Previously Billed Now in Place – quantities and values
- Onsite Billed This Period – quantities and values
- Offsite Previously Billed – quantities and values
- Offsite Previously Billed Now in Place – quantities and values
- Offsite Billed This Period – quantities and values
- Total Currently Stored Onsite – values
- Total Currently Stored Offsite - values

Supporting documents to be submitted for approval fourteen (14) days prior to approval

- Subcontractor/vendor provides copies of insurance/bonding certification documents for storage location during the time of storage and naming the County as additional insured
- Subcontractor/vendor provides evidence of insurance coverage during transportation of stored materials and naming the County as additional insured

- Subcontractor/vendor provides letter accepting responsibility for any deductibles placed on those specific stored materials
 - Copies of invoices/bill of sale
 - Copy of log stored materials with updated disposition of materials stored status that includes locations, bonding information, dates of insurance certificate coverage periods, etc.
 - Photographic evidence of stored materials in the conditions in which they are stored and with identifiable markings on them indicating invoice/bill of sale relationship. Packing slips do not contain enough information to identify specific materials with job orders
 - Evidentiary photos must be labeled with a description of the materials and the date pictures were taken.
- F. Acceptance of any work and payments therefore shall be made upon written recommendation of the Owner's Representative and Architect.
- G. Payments to the Contractor will be made within 30 days of receipt of an undisputed and properly submitted application for payment in accordance with Owner's regular approval and accounting procedures, based upon statements or certificates received as issued or approved by the Owner's Representative, including written certification that complete certified payroll records have been, or will be, submitted to the Labor Commissioner as required by the California Labor Code.
- H. The Contractor shall promptly pay each subcontractor upon receipt of payment from the County, out of the amount paid to the Contractor on account of such subcontractor's work, the amount to which subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such subcontractor's work. The Contractor shall, by an appropriate written agreement with each subcontractor, require each subcontractor to make payments to their sub-subcontractors in similar manner.
- I. Neither certification of a progress payment, delivery of a progress payment, nor partial or entire use or occupancy of the Project by the County, shall constitute an acceptance of any work not in accordance with the Contract Documents, nor shall it be deemed a waiver of County of any remedy it may have in law or equity.
- J. The County may withhold any payment in whole or in part to the extent necessary to reasonably protect the County, if it is unable to verify the accuracy of an application for payment. If the County is unable to verify the accuracy of an application for payment, the County will notify the Contractor in writing. If the Contractor and the County cannot agree on a revised amount, the County will promptly process payment for those amounts for which it is able to verify. The County may also withhold any payment, or portion thereof, to protect the County from loss because of subsequently discovered:
- (i) Defective work not remedied;
 - (ii) Third party claims filed or reasonable evidence indicating probable filing of such claims, including claims by separate contractors;
 - (iii) Failure of the Contractor to make payments properly to subcontractors, or for labor, materials or equipment;
 - (iv) Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
 - (v) Damage to the County or another contractor;
 - (vi) Reasonable evidence that the Work will not be accomplished in compliance with the Contract Time;

- (vii) Failure to carry out the Work in accordance with the Contract Documents, including, without limitation, the failure to make required submittals;
- (viii) Stop notice(s) served upon the County;
- (ix) Failure to submit certified weekly payrolls;
- (x) Failure or refusal of Contractor to comply with the Contract Documents, including the failure of the Contractor to provide any required warranty/maintenance bond; and
- (xi) Any other material breach of the Contract Documents by Contractor and/or its subcontractors or suppliers of any tier.

When the grounds above are removed, payment shall be made by County for amounts withheld because of them within 30 days thereafter.

Should Stop Notices be filed with the Owner, Owner shall in accordance with California Civil Code Section 9358, withhold the amount claimed, plus an allowance of 25% to cover its litigation costs plus interest at the rate of 10%, from certificates until such claims have been resolved pursuant to law.

- K. Subject to and in accordance with the requirements of California law (including Public Contract Code section 7201) and the Contract Documents, the County shall hold retainage from the Contractor. The Contractor, or its subcontractors, shall return all monies withheld in retention from a subcontractor within the time periods authorized under California law after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work. Any violation of this provision shall subject Contractor, or its subcontractors, to the penalties, sanctions and other remedies specified under California law. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to County or the Contractor, or its subcontractors, in the event of a dispute involving late payment or nonpayment by Contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE contractors and subcontractors.

Pursuant to Section 22300 of the California Public Contract Code, the Contractor may elect to substitute securities for any monies withheld by the County to ensure performance under the Contract Documents. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the County, or with a state or federally chartered bank as the escrow agent, who shall then pay such monies to the Contractor. Upon satisfactory completion of the requirements of the Contract Documents, the securities will be returned to the Contractor. Such securities, if deposited by the Contractor, shall be valued by the County, whose decision on valuation of the securities shall be final. Securities eligible for investment under this provision shall be limited to those listed in Section 22300 of the Public Contract Code.

- L. Contractor, and its subcontractors, shall pay any subcontractor not later than seven (7) calendar days of receipt of each progress payment in accordance with the provision in section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. Any violation of section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to County or the Contractor, or its subcontractors, in the event of a dispute involving late payment or nonpayment by the Contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE subcontractors.

- M. When the Work is ready for acceptance by the County, the Owner's Representative will confirm whether the Work has reached Substantial Completion and will prepare a list of items to be complete or corrected. The failure to include any item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

- N. Upon final completion of all work and Final Acceptance by the Board of Supervisors, with the contract requirements having been fully and completely satisfied including, without limitation:
1. Acceptance of the work by the Owner's Representative and Architect
 2. The Contractor providing to the County all documents and information required by the Contract Documents including, without limitation:
 - a. All releases
 - b. Maintenance guarantees
 - c. Maintenance manuals and technical specifications
 - d. All requirements for Contract Closeout including as set forth Section 01 77 00 herein

And Thirty-five (35) days after recordation by the County of a Notice of Completion with the County Recorder following Board of Supervisor's Acceptance:

1. All claims for labor and materials have been paid
2. No claims shall have been filed with the County based upon acts or omissions of the Contractor
3. No stop notices have been filed

The Contractor shall be entitled to the balance due for the completion and acceptance of the Work, less sums withheld for liquidated damages, if any, or any other damages incurred by the County or other sums withheld pursuant to the terms of the Contract Documents or by law.

- O. The making of final payment shall not constitute a waiver of any claims by the County.
- P. Subject to the terms of the Contract Documents, the acceptance of final payment shall, after the date of Substantial Completion of the Project, constitute a waiver of all Claims by the Contractor.
- Q. All provisions of this Agreement, including without limitation those establishing obligations and procedures, shall remain in full force and effect notwithstanding the making or acceptance of final payment.
- R. Final payment will be made in accordance with the Contract Documents and California law, including, without limitation, Public Contract Code § 7107.
- S. Pursuant to Public Contract Code § 7107, in the event of a dispute between the County and Contractor, the County may withhold from the final payment an amount not to exceed 150 percent of the disputed amount.

GC 11. CONFLICTS OR ERRORS

- A. During construction, if any conflicts are discovered in the Plans or Specifications, they shall be immediately submitted to the Owner's Representative who will render an interpretation on what was intended and the Contractor agrees to furnish all things necessary by such interpretation to the satisfaction of the Owner's Representative without additional expense to the Owner.
- B. The Contractor shall not contend that any error, delay or default in its work is due to omission or ambiguity in said plans or specifications.
- C. If errors are found in the Contract Documents that cannot be termed conflicts, the Contractor shall immediately notify the Owner's Representative no later than 10 calendar days following the discovery of any such error.
- D. Refer to G.C. 24, Unity of Documents.

GC 12. CHANGES IN THE WORK

- A. No modification or deviation from Plans and Specifications will be permitted by the Contractor without prior written consent of Owner. However, Owner, without invalidating the Contract, and with or without notice to Contractor's surety, may order extra work or make changes by altering, adding to, or deducting from the Work, Changes in the work may be accomplished after execution

of the Contract, and without invalidating the Contract, by Change Order or Field Order subject to the limitations stated herein.

- B. A Change Order shall be based upon agreement between the Owner and Contractor; a Field Order may or may not be agreed to by the Contractor.

Changes in the work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order or Field Order. Contractor agrees that any claims for extra costs for equipment shall be determined by the rates set forth in the California Department of Transportation's equipment rental rate book. Contractor shall provide notice and documentation of such daily equipment costs together with daily time and material tags within seven (7) days of incurring such costs under a Field Order. Contractor's failure to comply with the requirements of this section shall constitute a waiver of any extra equipment cost claims.

- C. The credit to or charge against the Owner shall be determined as follows:

1. In the event that a modification results in a reduction of the amount of labor and material to be supplied by the Contractor, the Owner shall be given a credit equal to the actual value of such labor and materials plus a reasonable amount for the use of tools, materials and reasonable overhead and profit as set forth below;
2. In the event a modification results in an increase in the amount of labor and materials to be supplied by the Contractor, the Owner shall pay the Contractor the actual value of such labor, materials and equipment plus reasonable overhead and profit as set forth below. All costs shall be included as a lump sum price on change orders.
3. The Contractor agrees that its reasonable overhead and profit on modifications to the work shall not exceed the values in the following table:

Overhead and Profit Markup for Modifications to Work		
Modified Raw Cost of Materials and Labor	Work is Self-performed by General Contractor (GC)	Work is Subcontracted
\$1 - \$1,000	20% to GC	10% to Subcontractor 10% to GC
\$1,001 - \$15,000	15% to GC	10% to Subcontractor 5% to GC
\$15,001 - \$30,000	12% to GC	10% to Subcontractor 4% to GC
\$30,001 - up	10% to GC	10% to Subcontractor 2% to GC

2. Cost Proposals for all changes shall be submitted by the Contractor to the Construction Administrator for review by the Owner's Representative and Architect. The Contractor shall submit all Cost Proposals within 15 calendar days following the discovery of any potential change. The Owner's Representative shall render a written decision as to reasonable costs within 15 calendar days of receiving cost proposal unless more time is agreed to by both Contractor and Owner's Representative.
3. Any increases in cost or extension of time shall be approved by the Owner's Representative, Architect and Owner, on a signed change order.
4. In the event that the Contractor, for whatever reason, does not accept the dollar amount of increase or decrease or extension of time to the contract amount in the decisions rendered by the Owner, Contractor shall, upon receiving written Field Order from the Owner, proceed with the work called for in the Cost Proposal on a force account basis. Any claim for dollar increases or extension of time shall be made in writing to the Owner's Representative in accordance with the provisions of GC 51, Claims Procedures.

- D. In response to a request for a proposed modification, Contractor shall promptly furnish within 15 calendar days, relevant cost breakdowns, time estimates and other information as may be required to the Owner's Representative.
- E. A Change Order is a written instrument prepared by the Owner's Representative, recommended by the Architect and signed by the Owner and Contractor stating their agreement upon all of the following:
1. The change in the work;
 2. The amount of the adjustment, if any, in the Contract Price; and
 3. The extent of the adjustment, if any, in the Contract Time.

Eliminated Items - The Owner reserves the right to eliminate any contract item of work prior to the award of the Agreement without incurring any obligation to pay therefor. Should any contract item of the Work be eliminated in its entirety following the award of the Agreement and in the absence of an executed Change Order covering such elimination, payment will be made to the Contractor for reasonable costs actually incurred, and which are validated by Owner as being incurred, in connection with such eliminated contract item if incurred prior to the date of notification in writing by the Owner of such elimination.

An executed Change Order shall constitute a final settlement of all matters relating to the change in the work which is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change, any adjustments to the Contract Price, and any and all adjustments to the Schedule or Contract Time.

- F. A Field Order is a written order prepared by the Owner's Representative and signed by the Owner, directing a change in the work prior to agreement on adjustment, if any, in the Contract Price or Contract Time, or both. The Owner may by Field Order, without invalidating the Contract, order changes in the work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Price and Contract Time being adjusted accordingly.

To the extent Owner refuses to issue a change order for such work or the Owner and Contractor cannot agree on the cost or credit or time for the changed work, Contractor shall nevertheless perform that work as expeditiously and timely as possible and shall submit a complete and specific claim for additional compensation or extension of the time for performance within ten (10) days after such work is performed. For each day any extra work is performed, Contractor shall identify the same in the daily report in a format as required by Owner, and Contractor shall complete, sign and deliver to Owner a specific daily extra work form detailing the actual extra work performed. Contractor's failure to provide written notice of claim prior to undertaking such work, or failure to submit timely the daily report, the daily extra work report, and a complete and specific claim for additional compensation or extension of the time for performance, shall be deemed a waiver and abandonment of any such claim. No claim, dispute or controversy shall interfere with the progress or performance of the work.

- G. A Field Order shall be used in the absence of total agreement on the terms of a Change Order.

If the Field Order provides for an adjustment to the Contract Price, the adjustment shall be based on one of the following methods:

1. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
2. Unit prices stated in the Contract Documents or subsequently agreed upon;
3. Cost to be determined in a manner agreed upon by the Owner and Contractor and a mutually acceptable fixed or percentage fee; or
4. As provided in Subsection I below.

- H. A Field Order signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Price and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

- I. If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Price, the Owner's Representative shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the work attributable to the change, including, in case of an increase in the Contract Price, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Subsection H above, the Contractor shall keep and present, in such form as the Owner's Representative may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this section shall be limited to the following:
1. Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
 2. Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
 3. Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
 4. Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the work; and
 5. Additional costs of supervision and field office personnel directly attributable to the change.
- J. The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Price shall be actual net cost as calculated in paragraph C above and confirmed by the Owner's Representative. When both additions and credits covering related work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.
- K. Pending final determination of the total cost of a Field Order to the Owner, the Contractor may request payment for work completed under the Field Order in Applications for Payment. The Owner's Representative will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Owner's Representative determines, in the Owner's Representative's professional judgment, to be reasonably justified. The Owner's Representative's interim determination of cost shall adjust the Contract Price on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Articles 15 and 51.
- L. When the Owner and Contractor agree with a determination made by the Owner's Representative concerning the adjustments in the Contract Price and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner's Representative will prepare a Change Order. Change Orders may be issued for all or any part of a Field Order. Failure of the Contractor to notify the Owner of any disagreement with any proposed adjustment to the Contract Price, Schedule and/or Contract Time, as applicable, or method for determining them set forth in a Field Order within seven (7) days after the date of receipt by the Contractor of such Field Order shall be deemed to be an agreement by the Contractor to the proposed adjustment to the Contract Price, Schedule and/or adjustment to the Contract Time, as applicable, or method for determining them set forth in such Field Order, and shall constitute a waiver by Contractor of any claims related thereto.
- GC 13. GUARANTEE
- A. The Contractor shall be held responsible to make-good any defects due to faulty, improper or inferior workmanship or materials arising or discovered in any part of the Work within one (1) year after the completion and final acceptance of the same by the Owner's Representative, Architect and Owner unless a longer period is called for in the Technical Specification Sections. Any and all guarantee periods, one year or otherwise, do not in any way limit or waive the County's rights to pursue legal action for patent or latent construction defects in accordance with California Code of Civil Procedure sections 337.1 and/or 337.15.

- B. In the event of failure of Contractor to comply with the requirements of any guarantee by this Contract, including without limitation the guarantee(s) provided by this section, within seven (7) days after being notified in writing, Owner is authorized to proceed to have the defects repaired and made good at the expense of Contractor, who shall pay the costs and charges therefore immediately on demand.
- C. Acceptance of the Work by the Owner's Representative, Architect or Owner shall in no way absolve the Contractor from the responsibility of complying with the provisions of the Plans and Specifications and other contract documents, even though deviations may not be discovered within the aforementioned one year period.
- D. The bond for faithful performance furnished by the Contractor shall cover such defects and protect the Owner against them and remain in force during the one year guarantee period.

GC 14. INTERPRETATIONS

- A. The Contractor shall comply with the obvious intent and meaning of the Plans and Specifications which shall be construed to include all material, measures and modes or work necessary to complete the work required in a workmanlike manner, in strict accordance with these Plans and Specifications, and to the satisfaction of the Owner.
- B. Should any question arise as to the intent and interpretation of the Plans or Specifications, the Contractor shall promptly, upon discovery thereof, refer the same in writing to the Owner's Representative, whose decision thereon shall be final.

GC 15. DECISIONS BY ARCHITECT AND/OR OWNER'S REPRESENTATIVE

- A. The Owner's Representative shall, in all cases, determine whether the amount and quality of the several kinds of work which are to be paid for under the Contract are in accordance with the Plans and Specifications.
- B. The Owner's Representative shall have power to cause all or any part of the Work to be expedited with greater diligence when delayed or stopped.
- C. When requested by the Owner's Representative, the Architect's decisions in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents.
- D. Where not involving a change in the agreed Contract Price or Contract Time, and not inconsistent with the intent of the Contract Documents, the Owner's Representative shall have authority to:
 - 1. Correct any errors or inconsistencies in, and make any deletions from or additions to the drawings and specifications;
 - 2. Order minor changes or adjustments in the work, whether by field order, notations on Contractor's submittals, or other instructions;
 - 3. Order certain portions of the work delayed when particularly involved with or affected by any Change Order in process or being considered by Owner.
- E. The Owner's Representative will be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by both the Owner and Contractor.
- F. The Architect, when requested by the Owner's Representative, will render interpretations necessary for the proper execution or progress of the Work, with reasonable promptness and within fifteen (15) calendar days.
- G. Claims, disputes and other matters in question between the Contractor and the Owner relating to the execution or progress of the Work or the interpretation of the Contract Documents shall be referred to the Owner's Representative for decision which the Owner's Representative will render in writing with a reasonable promptness and within fifteen (15) calendar days. In the absence of a

written decision by Owner's Representative, said claims, disputes and other matters shall be deemed denied or rejected.

GC 16. ADMINISTRATION OF THE CONTRACT

- A. The Construction Administrator will provide administration of the Contract. Maintenance of the Project records for the Contract shall be as prescribed by the Owner's Representative and as hereinafter described.
- B. The Owner's Representative will be the representative of the Owner during construction and until final payment is due. The Architect will advise and consult with the Owner's Representative and Owner. The Owner's instruction to the Contractor shall be forwarded through the Construction Administrator. The Construction Administrator will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument.
- C. The Construction Administrator, Owner's Representative, Project Inspector or Architect will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Construction Administrator, Owner's Representative, Project Inspector or Architect will not be responsible for or have control over acts or omissions of the Contractor, subcontractors, or any of their agents or employees, or any other persons performing any of the Work.
- D. The Construction Administrator, Project Inspector, Owner's Representative and Architect shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so the Construction Administrator, Project Inspector, Owner's Representative and Architect may perform their functions under the Contract Documents.
- E. Based on the Construction Administrator, Project Inspector, Owner's Representative and Architect's observations and an evaluation of the Contractor's applications for payment, the Owner's Representative will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts as provided in GC Article 10.
- F. The Construction Administrator shall, upon receipt of a complete submittal from the Contractor, make the submission to the Architect. The Architect shall review and take appropriate action on shop drawings, product data, samples, and other submittals required by the Contract Documents. Such review shall be only for general conformance with the design concept and general compliance with the information given in the Contract Documents. It shall not include review of quantities, dimensions, weights or gauges, fabrication processes, construction methods, coordination with the work of other trades, or construction safety precautions, all of which are the sole responsibility of the Contractor. The Architect's review shall be conducted with reasonable promptness, and within 21 calendar days unless otherwise noted, consistent with sound professional practice. Review of a specific item shall not indicate acceptance of an assembly of which the item is a component. The Architect shall not be required to review and shall not be responsible for any deviations from the Contract Documents not clearly noted by the Contractor, nor shall the Architect be required to review partial submissions or those for which submissions for correlated items have not been received.
- G. The Owner's Representative will prepare Change Orders in accordance with GC Article 12.
- H. The Contractor shall provide sufficient, safe and proper facilities at all times for the full inspection of the Work by the Architect or other representatives of the Owner, at the Project site and at the various other locations where the Project is being performed.
- I. The Owner's Representative, Project Inspector and Architect will have authority to reject work which does not conform to the Contract Documents. Whenever, in their opinion, the Owner's

Representative, Project Inspector and Architect considers it necessary or advisable for the implementation of the intent of the Contract Documents, the Owner's Representative, Project Inspector or Architect will have authority to require special inspection or testing of the Work in accordance with GC Article 31, whether or not such work be then fabricated, installed or completed. However, the Owner's Representative, Project Inspector and Architect's authority to act under this Subparagraph and any decision made by them in good faith to exercise or not to exercise such authority, shall not give rise to any duty or responsibility of the Owner's Representative, Project Inspector or Architect to the Contractor, and subcontractor, any of their agents or employees, or any other person performing any the Work.

- J. The duties, responsibilities and limitations of authority of the Owner's Representative as the representative of the Owner during construction as set forth in the Contract Documents will not be modified or extended without written consent of the Owner.

GC 17. NON-CONFORMING WORK

- A. The fact that the work and materials have been inspected from time to time and payments on account have been made, shall not relieve the Contractor from the responsibility of replacing and making good any defective work or materials that may be discovered after the date of completion of the Work by the Contractor and its approval by the Owner's Representative, Architect, and its acceptance by the Owner.
- B. Failure of Owner's Representative, Architect or Owner to object to any defects in work or material or variances from the Plans and Specifications during or after construction shall not be deemed a waiver by Owner, Owner's Representative or Architect of such defects or variances; nor by such failure shall Owner, Owner's Representative or Architect be deemed stopped from requiring Contractor to correct such defects or variances.
- C. At Owner's sole option, if Owner prefers to accept non-conforming work, Owner may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the Contract Price, or if the amount is determined after final payment it shall be paid by the Contractor.
- D. Uncovering of Work:
 - 1. If any portion of the Work should be covered contrary to the request of the Owner's Representative, Project Inspector or Architect, or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Owner's Representative, be uncovered for their observation and shall be replaced at the Contractor's expense.
 - 2. If any other portion of the Work has been covered which the Owner's Representative, Project Inspector or Architect has not specifically requested to observe prior to being covered, the Owner's Representative, Project Inspector or Architect may request to see such work and it shall be uncovered by the Contractor. If such work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it be found that this condition was caused by the Owner or a separate contractor as provided in GC 8 above, in which event the Owner shall be responsible for the payment of such costs.
- E. The County's rights as set forth in this section are without prejudice to any other right or remedy the County may have under the Contract Documents or by law, including without limitation, under GC 5.

GC 18. OWNERSHIP OF DOCUMENTS

- A. All Plans and Specifications shall remain the property of the Owner and shall be returned to the Owner's Representative or shall be accounted for by the Contractor before the final acceptance of building by the Owner.

- B. Documents for this Project shall not be used on or for any other work or purposes without express written consent of Owner's Representative, Architect and Owner.

GC 19. DOCUMENTS FURNISHED

- A. If requested, the Contractor will be supplied five (5) sets of Contract Documents for use in the work.
- B. Additional sets of Contract Documents may be obtained from the County, at cost, at Contractor's expense.

GC 20. DRAWING DIMENSIONS

- A. The general dimensions are shown in figures on the drawings furnished to the Contractor. These figured dimensions shall invariably have preference to scaled measurements; but the Contractor shall exercise proper caution and care to verify the figures before laying out the Work, and shall be held responsible for any omissions or errors therein that might have been avoided.

GC 21. DETAILED DRAWINGS

- A. Drawings and details may be furnished to the Contractor as work progresses, showing in more elaboration the work intended to be done and the Contractor shall conform to them as being a part of the Contract.
- B. No work shall be performed in advance of the receipt by the Contractor of such detailed drawings, except such work as the Owner's Representative shall order in writing to be done without details. Any complaint as to the character and extent of the details shall be made to the Owner's Representative within ten days after the Contractor has received the same. The Contractor shall notify the Owner's Representative in ample time as to when the Contractor will require these drawings so they may be prepared without causing any delay to the Work.

GC 22. SUBMITTALS

- A. Shop Drawings are drawings, diagrams, schedules, coordination drawings, setting drawings and other data specially prepared for the Work by the Contractor or any subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.
- B. Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate a material, product or system for some portion of the Work.
- C. Samples are physical examples which illustrate materials equipment or workmanship and establish standards by which the Work will be judged.
- D. The Contractor shall review, approve and submit, with such promptness as to cause no delay in its own work or in that of any other contractor, copies of all Shop Drawings, schedules for the work of the various trades and samples of materials and finishes required for the Work, together with information or supporting data as may be required or called for. The Owner's Representative will pass upon them with reasonable promptness in accordance with GC Article 16. The Contractor shall make any corrections required by the Owner's Representative or Architect and resubmit corrected copies to Owner's Representative or Architect for further review.
- E. Samples required or called for shall be exactly as specified for and intended to be used in the work; and Shop Drawings shall accurately portray the work required. Materials, finishes and workmanship shall be equal in every respect to that of the reviewed submittals.
- F. Submittals shall be delivered to, and as directed by, the Construction Administrator, postage or delivery charges prepaid by the Contractor in all cases. Samples returned upon request from the Contractor shall be returned by collect mail, parcel post or any carrier named by Contractor.

- G. The furnishing by the Contractor for the review by the Architect of drawings, samples, schedules or other data shall not relieve the Contractor from responsibility for deviations from drawings or specifications, nor shall it relieve it of responsibility for errors of any sort in shop drawings, schedules or other submittals.
- H. By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that it has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that it has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- I. Each Submittal shall be properly identified as required by the Construction Administrator.
- J. Deviations from requirements of Contract Documents, errors, inconsistencies with submittals previously made to or reviewed by Architect, and corrections to dimensions or supporting data shall be clearly identified by the Contractor by notations on the submittals or attached explanations.
- K. No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been reviewed by the Architect as provided in Subparagraph F of GC Article 16. All such portions of the Work shall be in accordance with reviewed submittals.

GC 23. SURVEY AND LAYOUT

- A. All work pertaining to this Contract shall be laid out on the premises by the Contractor who shall be held responsible for its correctness.
- B. The Contractor shall retain and pay for the services of a registered engineer or licensed surveyor, when required by the Plans and Specifications, or when applicable to ensure work is properly laid out, who shall lay out the main lines of the building and other improvements at the site and provide other primary lines, pile locations and levels as may be required.
- C. All stakes, benchmarks, survey marks, monuments and other line or level points which have been or may be established in the building or on or about the premises shall be carefully preserved and respected by the Contractor.
- D. On-site work shall be laid out to properly meet existing off-site work not required to be removed or replaced, or to lines and levels established by civil authorities having jurisdiction, as applicable to conditions at the place of the Work.

GC 24. UNITY OF DOCUMENTS

- A. The Plans and Specifications are one document and any work shown, required or called for in the one and not in the other, or vice versa, shall be furnished or performed as though it were shown, required or called for in both.
- B. The Contractor admits and agrees that the Contract Documents exhibit the intent and purpose of the Owner in regard to the Work, and that they are not complete in every detail and are to be considered as showing the purpose and intent only; and Contractor further agrees to furnish all labor or material for any detail that is necessary to carry out said intent and purpose without extra charge to the Owner.
- C. The misplacement, addition or omission of any word, letter or punctuation mark shall in no way change the intent, purpose of meaning or the Plans and Specifications.

- D. Any part of the Work or any article or detail pertaining thereto which is not specifically set forth in the Specifications or shown on the Drawings, but which is necessary for the proper completion of the Work, shall be furnished and installed at the Contractor's expense the same as if it had been partly or fully shown or specified. The Contractor shall do and furnish all things necessary to make a complete and workmanlike job in accordance with the intent and purpose of the Contract Documents.

GC 25. INSPECTION BY CONTRACTOR

- A. The Contractor shall inspect, review, compare and familiarize himself with the Contract Documents and the premises of the Work, and shall at once report to the Architect and Owner's Representative, in writing, any error, omission or inconsistency within the documents or between information given and conditions observed or found at the premises.
- B. The Contractor shall make a close inspection of all materials as delivered, and shall promptly return all damaged or defective materials without waiting for their rejection by the Owner's Representative, Project Inspector, or Architect.
- C. Before beginning any of the Work, the Contractor shall examine all construction and work of other contractors or trades that may affect this work, and to satisfy that everything is in proper condition to receive this work; and shall at once notify the Construction Administrator and Owner's Representative in writing of any exception taken to any construction or condition so affecting this work, whether placed under this Contract or other contracts.
- D. Failure to file with the Construction Administrator and Owner's Representative any notice to the contrary shall constitute acceptance by the Contractor of the construction of other contractors or trades as being suitable in all ways to receive its work, except as to defects which later develop in the work of other contractors after the execution of its own work.
- E. Contractor's inspection of documents and premises shall include making known to itself the general and particular location, nature and character of the Project work, the physical and contractual conditions, provisions and requirements, the nature and extent of work and equipment to be furnished by Owner, and the limitations and various other aspects relative to this Project, including all coordination necessary for proper and timely execution of the Work.
- F. Owner will not consider any claims whatsoever on account of Contractor's failure to fully investigate or determine the requirements of the Work in advance of commencing the Work or the conditions of the Work throughout its progress.

GC 26. DEVIATION FROM PLANS OR SPECIFICATIONS

- A. No deviations shall be made from the Plans or the Specifications. If the Contractor shall vary from the plans the amount or value of the materials herein provided for, the Owner shall have the right to order such improper work or materials removed or replaced; any other work disturbed or damaged by such alteration shall be made good at the Contractor's expense.

GC 27. STANDARDS OF MATERIALS

- A. Wherever the name or brand of a manufacturer's article is specified herein, it is used as a measure of quality and utility; a standard.
- B. If the Contractor desires to use any other brand or manufacturer of equal quality and utility to that specified, Contractor shall make application to the Owner's Representative in writing, and submit samples if requested. Refer to Section 00 21 13, "Instructions To Bidders" for substitution request procedures.

GC 28. QUALITY OF MATERIALS AND LABOR

- A. All materials used on this Contract shall be new and the best market quality unless specified or shown otherwise. All labor used on this Contract shall be competent and skilled for the Work. All work executed under this Contract shall be done in the best, most thorough, substantial and workmanlike manner. All material and labor shall be subject to the approval of the Architect as to its quality and fitness, and shall be immediately removed if it does not meet with approval. The Owner's Representative may refuse to issue a Certificate of Payment for unapproved work until all defective materials or work have been removed and other material of proper quality substituted therefore.

GC 29. DELIVERY AND STORAGE OF MATERIALS

In addition to all other requirements of the Contract Documents, including without limitation the construction progress schedule, Contractor shall comply with the following with respect to materials:

- A. Contractor shall deliver all manufactured materials in the original packages, containers or bundles (with the seals intact) bearing the name or identification mark of all manufacturers.
- B. Contractor shall deliver fabrications in as large assemblies as practicable and where specified to be shop-primed or shop-finished, they shall be packaged or crated as required to preserve such priming or finish intact and free from abrasion.
- C. Contractor shall store all materials in such manner as necessary to properly protect them from damage. Materials or equipment damaged by handling, weather, dirt, or from any other cause will not be accepted. Contractor must replace or repair to as new condition any damaged materials or equipment.
- D. Contractor shall store materials so as to cause no obstructions. Materials shall be stored off sidewalks, roadways, and underground services. The Contractor shall be responsible for protecting all material and equipment furnished under the Contract.
- E. All materials stored off site for which Contractor seeks payment are subject to the requirements of GC 10, Terms of Payment. Contractor shall provide a detailed description of all such materials in a form and substance as required by County in its sole discretion as a condition precedent for payment for those materials.

GC 30. OLD MATERIAL

- A. Old material shall not be used.
- B. Construction materials or other items used or placed in the Work later shall be considered old materials and not reused.

GC 31. TESTS

- A. Contractor shall comply with the requirements set forth in Division 01, General Requirements Sections and those set forth in the construction documents.
- B. If Contractor's performance of the work requires excess testing and inspection costs to the County, Contractor shall be responsible for, and pay to the Owner through deductive change order, costs of testing or inspection attributable to the following:
 - 1. Retesting due to failure of initial samples.
 - 2. Additional costs due to overtime work or extra shifts work because of improper scheduling of work or of delivery of materials by Contractor.
 - 3. Failure to properly notify laboratory or inspector.
 - 4. Changes in sources, lots or suppliers of materials after original tests.
 - 5. Changes in methods or materials of construction requested by Contractor that require testing, inspection, or other related services in excess of that required by original design.

6. Concrete mix designs in excess of first successful design for each concrete type.
7. Overtime or extra shift work requiring overtime work by Owner's Inspector.

GC 32. PATENT RIGHTS, COPYRIGHTS, TRADE NAMES AND ROYALTIES

- A. The Contractor shall indemnify and save harmless the Owner and authorized persons acting for the Owner against all liability on account of any patent rights, copyrights or trade names which may affect the articles or materials or their application under the Contract.
- B. The Contractor shall pay all royalties or other charges that may arise due to methods, types of construction, processes, materials or use of equipment and shall hold the Owner harmless from any claims or charges whatsoever which may arise; and shall furnish written assurance satisfactory to the Owner that such charges have been paid.

GC 33. COMPLIANCE WITH ALL LAWS

- A. The Contractor shall conform to and abide by all applicable city, county, regional, state and federal building, labor, sanitary, health and safety laws, ordinances, rules and regulations as currently adopted or enforced, including Part 1 & 2 of Title 24, Calif. Code of Regulation and the International Building Code, International Fire Code, latest edition; Uniform Mechanical Code, latest edition; National Electrical Code, latest edition;; and the Uniform Plumbing Code, latest edition. The Project shall also comply with the Americans with Disabilities Act, and the latest editions of associated regulations; a copy of Title 24, CCR and the current California Building Code shall be made available at the job site at all times by the Contractor. Such laws and regulations shall be considered a part of the Contract Documents the same as if set forth herein full, and all work hereunder shall be executed in accordance therewith.
- B. All work and materials shall be in full accordance with the latest rules and regulations of the State Fire Marshal, the Safety Orders of the Division of Industrial Safety, the National Electric Code, the Uniform Plumbing & Mechanical Codes published by the International Association of Plumbing and Mechanical Officials, and other applicable state laws or regulation including all of Title 24, Calif. Code of Regulation. Nothing in these plans or specifications is to be construed to permit work not conforming to these codes.
- C. The Contractor shall be familiar with the various Federal, State and Local laws affecting public work, especially, but not limited to, those laws relating to hours of employment, minimum wage rates, payment of wages, sanitary and safety conditions for workmen, workmen's compensation insurance, type and kind of materials that can be used, non-discrimination in employment and affirmative-action programs. Contractor is advised that this is a Public Project which may be paid for, in whole or in part, by Federal, State and/or local funds. Contractor shall comply with applicable regulations and hold harmless the County for the Contractor's failure to comply. The identification or listing of certain of those laws, ordinances, rules and regulations in the Contract Documents does not excuse the Contractor from complying with other statutory requirements or provisions which are not set forth in these Contract Documents.

GC 34. PERMITS AND LICENSES

- A. Unless otherwise provided in the Contract Documents, the Owner shall give all notices and procure and pay for permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Contract.
- B. The Contractor shall obtain and pay fees for Encroachment Permits from the Local Municipality, County of Humboldt, and CalTrans as needed.
- C. LICENSES: Professional, trade, business and other licenses required by state statute or local government are entirely the responsibility of the Contractor and subcontractors, and shall be prerequisite to submitting a bid proposal or performing work on the Project.

- D. PERMITS:
1. Permits shall also include any cash deposits, returnable or otherwise, required by authorities having legal jurisdiction to make such demands;
 2. Owner reserves the right to cancel and declare null and void the Contract should any legal permit be refused or not issued for any reason;
 3. Due to cancellation for said reasons, Owner will not consider any claims by Contractor for loss of anticipated profits; or for work performed or materials procured prior to obtaining all permits required herein.

E. Contractor shall procure and deliver to the Construction Administrator in forms prescribed and complete with dates and authorized signatures, all certificates of inspection, testing or approvals required of or by State or Civil authorities having legal jurisdiction or any public authority bearing on the performance of the Work.

E. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work.

GC 35. TEMPORARY FACILITIES

A. The Contractor shall provide and maintain a temporary field base of operation on the sites. Said base of operation shall be for the exclusive use of the Contractor; and shall be wind and weatherproof, furnished with sufficient lighting to permit reading of blueprints. A complete set of Plans and Specifications shall be kept continuously at each site. When vacated, said structure shall be removed and the work in that area completed in accordance with the Contract requirements. Based on need, Contractor shall maintain and pay for all utilities and fuels; shall provide maintenance and other services necessary for proper use and operation; and comply with related provisions as specified.

B. The Contractor shall maintain a viable communications system at each site acceptable to the Owner's Representative, and shall maintain the same until the final completion of the Contract and the acceptance of the Work. The Construction Administrator, Owner's Representative, Architect and Project Inspector shall have free and unrestricted use of this communications system for all purposes in conjunction with the Work.

C. The Contractor shall provide water closets and urinals for use by its employees and subcontractors and their employees, and in no case shall the permanent plumbing fixtures of buildings on the site be used for this purpose without the written consent of the Owner's Representative.

D. The Contractor and each subcontractor shall furnish, at their own expense, all tools, equipment, appliances, materials, scaffolding or other means necessary for the entire completion of the Work; and shall be responsible for the care and guarding of same.

E. The Contractor and each subcontractor shall erect and maintain where necessary to the progress and completion of the Work, all exterior and interior scaffolding which shall be erected in accordance with the safety rules of the State of California; and use of which shall be unrestricted for all persons performing work on the Project.

F. The Contractor shall pay the cost of all water, gas and electricity used by its employees or subcontractors during the process of the Work, or as required for temporary services or tests and inspections.

G. Also refer to Division 01, General Requirements Sections.

GC 36. LIABILITY FOR ACCIDENTS

A. The Contractor shall be liable for any and all loss, accident, neglect, injury, or damage to person, life or property which may be the result of or may be caused by its building operations or its

execution of this Contract, and for which the Owner might be held liable; and shall protect and indemnify the Owner, the Owner's Representative, the Construction Administrator, the Project Inspector, the Architect, and/or any officer, agent or employee of the Owner and hold them harmless in every way from all claims and from all suits or actions at law for damage or injury to persons, life or property that may arise or be occasioned in any way because of its building operations or its execution of this Contract.

B. Safety Precautions and Programs:

1. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

C. The Contractor shall assume the full responsibility for personnel safety on the Project and the means and methods of construction that pertain to personnel safety. Contractor is responsible that such means and methods of construction are adequate to provide safety to all personnel while accomplishing all requirements and standards of the Contract Documents. The Owner, Architect, Construction Administrator, Project Inspector and/or their representatives have no obligation, responsibility, or jurisdiction over safety or means and methods of construction that pertain to personnel safety on the Project.

GC 37. ACCIDENT PREVENTION

A. The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, and any other necessary construction required to secure safety of life or property; and shall maintain during all night hours sufficient lights to prevent accidents or damage to life or property.

B. No earth, building, temporary or other structure shall be loaded, used or stressed so as to endanger its safety.

C. In the event of an emergency affecting the safety of persons or property, the Contractor shall act, at its discretion, to prevent threatened damage, injury or loss. Claims by Contractor on account of alleged emergency actions shall be filed in writing with the Owner's Representative.

GC 38. EXISTING PREMISES AND IMPROVEMENTS

A. The Contractor shall care for, preserve and protect existing structures, utilities and other features, fixtures or improvements at the premises, including adjacent or co-terminus properties which are not required to be removed or altered by reason of work under this Contract; and shall, likewise, care for and protect work or improvements newly placed or recently installed at the premises. Any part or portion of said existing or newly placed improvements which are removed, damaged or disturbed because of this work, shall be replaced, cleaned or otherwise returned to the original condition entirely at the expense of the Contractor.

B. The removal and/or replacing of any existing structure, pipe, conduit, pavement or other existing improvement necessary for the proper completion of any work under the Contract shall be performed by the Contractor, and no claim for extra work shall be made on account of such removal and replacement.

C. In case it shall be necessary to remove any telephone, telegraph or electrical power transmission poles, water pipes, electrical conduits, or underground structures of any character, or any portion thereof, the Owner or its agents shall be notified by the Contractor and the Contractor shall make the necessary arrangements for such removal. The right is reserved to the Owner and to gas, water, telephone, telegraph and electrical power transmission companies to enter upon the Work for purpose of making repairs and changes that have become necessary by reason of work related to the Project.

- D. The Contractor shall thoroughly investigate all existing poles, wires, pipes and conduits above and below ground and shall provide for the maintenance or replacing of same, in good condition and at no expense to the Owner. Any necessary new or additional pipe or materials shall be furnished by the Contractor at its expense.
- E. At the completion of the Work, the Contractor shall furnish the Owner's Representative with a written certificate from the owner of each and all conduits, pipes or structures to the effect that such replacements and maintenance have been satisfactorily performed.
- F. The Contractor shall amply protect all work or improvements, set in the building or at the premises, against any possible damage; and shall furnish all necessary building paper, rough boarding or other means or materials necessary therefore.
- G. Also refer to Division 01, General Requirements Sections.

GC 39. USE OF PREMISES AND CLEAN-UP

- A. During the progress of the Work, materials shall be neatly stacked at such points so as not to interfere with site access and shall be properly cared for and protected against damage by weather or other causes. Project staging and parking area are defined in the plans.
- B. In the case where there are several contractors operating at one time, arrangements must be made to allow the joint use of storage space so as to prevent delays in the Work and unnecessary inconveniences.
- C. At the end of each working day, or as directed by the Owner's Representative, Construction Administrator, Project Inspector or Architect, the Contractor shall clean the building, premises, streets and adjacent properties of accumulated rubbish, debris, unnecessary appliances or any unused material which may constitute an obstruction to the progress or completion of the Work, whether the same was caused by its work or by the work of other crafts. Failure by the Contractor to maintain the site and building premises in a safe and clean condition will be considered a breach of contract and Contractor agrees to pay Owner for costs to have site cleaned and deduct said costs from any money due the Contractor under the contract.
- D. At the completion of the Work, and as one of the requisites thereof, the Contractor shall remove any and all tools, construction equipment, machinery, surplus materials, appliances, rubbish, packing, debris or other extraneous matter of any kind from the building, premises, sidewalks, streets or adjacent premises; Contractor shall go over all of its work and put the same in perfect order and condition and in strict accordance with the terms of the Contract; and shall repair or replace all damaged, broken or stained parts of its work, whether so injured by its workmen or others.
- E. No advertising signs of any kind shall be displayed on the building, premises, fences, offices or elsewhere upon the job, except the Project sign as called for in the specifications.
- F. At the completion of each phase of work of each kind of work or activity, the areas so used or involved shall be left in a "broom clean" condition daily unless otherwise more particularly required.

GC 40. DIRECTION OF THE WORK

- A. The Contractor shall do all of the Work and furnish all labor, materials, tools, and appliances, except as otherwise herein expressly stipulated, necessary or proper for performing the Work herein required in the manner and within the time herein specified. The mention of any specific duty or liability imposed upon the Contractor shall not be construed as a limitation or restriction of any general liability or duty imposed upon the Contractor by this contract, said reference to any specific duty or liability being made herein merely for the purpose of explanation. Until the completion and final acceptance by the Owner of all of the Work under and implied by the Contract Documents, the Work shall be under the responsible care and charge of the Contractor. The Contractor shall

- rebuild, repair, restore and make good all injuries, damages, re-erections and repairs occasioned or rendered necessary or caused of any nature whatsoever, excepting only acts of God not covered by the all-risk insurance policy called for in Article GC 4 and no other, to all or any portions of the Work except as otherwise expressly stipulated. Construction activities at the site shall be as required by the Contractor to complete the Project by the prescribed completion date. Contractor must comply with Noise Abatement Provisions required in other parts of the Plans and Specifications.
- B. The Contractor shall have control or charge over its subcontractors; shall be responsible to the Owner for the acts and omissions of its employees, subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor, and for all orders or instructions from the Owner, Owner's Representative or the Architect. It shall be the Contractor's duty to see that all of the subcontractors commence their work properly at the proper time and carry it on with due diligence as not to cause delay or injury either to work or materials; and that all damage caused by them or their workmen be properly made good by them or by himself at no cost to the Owner.
- C. The Contractor shall keep on the work site at all times and until the acceptance certificate is issued, a competent Project Manager and Project Superintendent for the purpose of receiving and executing without delay any orders in keeping with the terms of the Contract issued by the Owner, Owner's Representative or Architect. This Superintendent shall have charge of Plans and Specifications kept on the job; shall be instructed to be familiarized closely with all the provisions of the Plans and Specifications and to follow them in a precise manner.
- D. If at any time the Superintendent or workman who shall be employed by the Contractor or any of its subcontractors shall be declared by the Owner's Representative to be incompetent or unfaithful in executing the Work, then the Contractor upon receiving written notice shall, forthwith, dismiss such person and shall not again employ him on any part of the Work.
- E. Contractor shall supervise and direct the Work using its best skill and attention, and shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract; except that said responsibilities shall not be construed to permit use of any material, process, method or means if they are deemed unsuitable by Owner's Representative.
- F. Processing of Change Orders, Cost Proposals and like administrative matters, shall follow the procedures established and approved by the Owner at commencement of work under the Contract. Change orders and other forms shall be as approved by the Owner's Representative or otherwise required or directed by Owner. Refer to GC 12.
- G. Review of Contract Documents: The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Architect and the Owner's Representative any conflict, error, inconsistency or omission Contractor may discover. Refer to GC 11 A.
- H. The Contractor shall not be relieved from its obligations to perform the Work in accordance with the Contract Documents by the activities or duties of the Owner's Representative or Construction Administrator in their administration of the Contract, or by inspections, tests or approvals required or performed under GC 31, by person other than the Contractor. The right of general supervision by the Owner shall not make the Contractor an agent or employee of the Owner, and the liability of the Contractor for all damages to persons or to public or private property arising from the Contractor's execution of the Work shall not be lessened because of such general supervision.
- I. Construction Progress Schedule:
In addition to the requirements herein regarding schedules, Contractor shall comply with all scheduling requirements of the Contract Documents, including, without limitation, Section 01 32 16, Construction Schedules.

1. The Contractor shall prepare and submit via the Construction Administrator to the Owner's Representative with copy to the Architect and the Project Inspector the Contractor's Initial Construction Schedule within ten (10) calendar days after date on the Notice to Proceed. The Contractor's Initial Construction Schedule shall be comprised of either a Simple Gantt Chart, if the contract value is less than one million dollars (\$1,000,000), or a Critical Path Method network, if the contract value is one million dollars (\$1,000,000) or more. The Contractor's Initial Construction Schedule shall show the dates on which each part or division of the Work is expected to be started and completed, and shall show all submittals associated with each work activity, allowing a minimum of twenty one (21) calendar days (per GC 16 F) for the Architect's review of each submittal unless a longer period of time is specified elsewhere in these Contract Documents. The work activities making up the schedule shall be of sufficient detail to assure that adequate planning has been done for proper execution of the Work and such that, in the sole judgment of the Owner, it provides an appropriate basis for monitoring and evaluating the progress of the Work. The schedule shall show the interdependence of each activity and a single critical path. The Contractor shall also submit a separate progress schedule listing all submittals required under the contract and when it is anticipated that each submittal will be submitted.
2. The Contractor's Initial Construction Schedule shall show the sequence, duration in calendar days, and interdependence of activities required for the complete performance of all work. The Contractor's Initial Construction Schedule shall begin with the date of issuance of the Notice to Proceed and conclude with the date of final completion.
3. Float, slack time, or contingency within the schedule (i.e., the difference in time between the Project's early completion date and the required contract completion date), and total float within the overall schedule, is not for the exclusive use of either the Owner or the Contractor, but is jointly owned by both and is a resource available to and shared by both Owner and Contractor as needed to meet contract milestones and the contract completion date.
4. The Contractor shall not sequester shared float through such strategies as extending activity duration estimates to consume available float, using preferential logic, or using extensive crew/resource sequencing, etc. Since float time within the schedule is jointly owned, no time extensions will be granted nor delay damages paid until a delay occurs which extends the Work beyond the Contract completion date. Since float time within the construction schedule is jointly owned, it is acknowledged that Owner caused delays on the Project may be offset by Owner caused time savings (i.e., critical path submittals returned in less time than allowed by the contract, approval of substitution requests which result in a savings of time to the Contractor, etc.). In such an event, the Contractor shall not be entitled to receive a time extension or delay damages until all Owner caused time savings are exceeded and the contract completion date is also exceeded.
5. Comments made by the Owner on the Contractor's Initial Construction Schedule during review will not relieve the Contractor from compliance with the requirements of the contract documents. The review is only for general conformance with the scheduling requirements of the contract documents. Upon the Owner's request, the Contractor shall participate in the review of the Contractor's Initial Construction Schedule submissions (including the original submittal, all update submittals, and any re-submittals). The Owner may request the participation of subcontractor in these reviews, as determined necessary by the Owner. All revisions shall be resubmitted within fifteen (15) calendar days after the Owner's review.
6. The submittal of a fully revised and acceptable Contractor's Initial Construction Schedule shall be a condition precedent to the processing of the first monthly payment application.
7. On any project with a construction value equal to or greater than one million dollars (\$1,000,000), the Contractor must submit a Critical Path Method (CPM) network. The network shall provide a workable plan for monitoring the progress of all the elements of the Work, establish and clearly display the critical elements of the Work, forecast completion of the construction, and match the contract duration in time. Exclusive of those activities for submittal review and material fabrication and delivery, activity duration shall not be less than one (1) nor more than thirty (30) calendar days, unless otherwise approved by the Owner. In addition to the detailed network diagram, the Contractor shall submit the following reports with the original submittal and all updates and revisions:

- a. Predecessor/Successor Report or a list showing the predecessor activities and successor activities for each activity in the schedule.
 - b. Activity Report sorted by early start or a list showing each activity in the schedule, arranged by early start dates.
8. Regardless of which schedule method the Contractor elects to use in formulating the Contractor's construction schedule, and unless the Owner's Representative in writing each month, specifically waives this requirement, an updated construction schedule shall be submitted to the Owner's Representative five (5) days prior to the submittal of the Contractor's monthly payment request. The submittal of the updated construction schedule which satisfies the requirements of the Contract Documents accurately reflects the status of the Work, and incorporates all changes into the schedule, shall be a condition precedent to the processing of the monthly payment application. Updated schedules shall also be submitted at such other times as the Owner may direct. Upon approval of a change order or issuance of a direction to proceed with a change, the approved change shall be reflected in the next schedule update submittal by the Contractor, or other update submittal approved by the Owner.
9. If completion of any part of the Work, the delivery of equipment or materials, or submittal of the Contractor submittals is behind the updated construction schedule and will impact the end date of the Work past the contract completion date, the Contractor shall submit in writing, a plan acceptable to the Owner for completing the Work on or before the current contract completion date.
10. No time extensions shall be granted nor delay damages paid unless the delay can be clearly demonstrated by the Contractor on the basis of the updated construction schedule current as of the month the change is issued or the delay occurred and which delay cannot be mitigated, offset, or eliminated through such actions as revising the intended sequence of work or other means. Contractor shall submit all disputes or claims under the provisions of GC 51, Claims Procedure, otherwise it shall be waived.
11. As a condition precedent to the release of retained funds, the Contractor shall, after completion of the Work has been achieved, submit a final Contractor's construction schedule which accurately reflects the manner in which the Project was constructed and includes actual start and completion dates for all work activities on the construction schedule.
- J. The Contractor shall forward all communications to the Owner, Project Inspector, Owner's Representative and Architect through the Construction Administrator.
- K. The Contractor shall keep an extra set of Plans and Specifications at the Project site at all times. The Contractor shall identify and dimension upon these Plans the exact locations of all pipes and conduits, and all changes in construction and details, and identify in these Specifications all changes in materials and equipment. Refer to Sections 01 77 00, Closeout Procedures and 01 78 39, Project Record Documents for requirements. The as-built Plans and Specifications shall be current (up-to-date) to qualify for payment and subject to verification by the Construction Administrator, Project Inspector, Architect or Owner's Representative. Upon completion of the Work, the Contractor shall provide these as-built Plans and Specifications for review by the Construction Administrator, Project Inspector, Architect or Owner's Representative prior to the final payment. The as-built Plans and Specifications shall be neatly drafted, printed on vellum and submitted as a CAD .dwg file. The requirements set forth herein are in addition to, and complementary of, the requirements set for in Section 01 77 00, Closeout Procedures and Section 01 78 39, Project Record Documents.
- GC 41. CUTTING, FITTING AND PATCHING
- A. The Contractor shall do all cutting, fitting and patching of work that may be required to make its several parts come together properly, and prepare it to join or be joined by the work of other contractors; and Contractor shall make good after them.
- B. The Contractor shall not endanger any work by cutting, digging or otherwise; and shall not cut or alter the work of any other contractor without the written consent of the Architect; and shall not cut

a beam, timber or support of any kind without the consent of the Architect. Under no circumstances shall any principal brace, timber, truss, support or other structural member be cut or structurally weakened in any way.

- C. Where the construction is required to join with or match existing work, it shall be finished exactly similar to that work so as to form complete, unified and finished work.
- D. Contractor shall be responsible for and particularly supervise each and every operation and all work which in any way may affect the structural integrity of the various works, including below, on, or above grade structures, and whether for temporary or permanent work.
- E. Any cost for repairs or restoration caused by cutting, digging or otherwise due to ill-timed or defective work shall be borne by the Contractor.
- F. Also refer to Division 01, General Requirements Sections.

GC 42. RIGHT TO OCCUPY OR USE

- A. The Owner reserves the right to occupy or use any part or parts, or the entirety of the building and/or grounds when the Owner deems the same may be safe for use or occupancy.
- B. The exercising of this right shall in no way constitute an acceptance of such parts, or any part of the Work, nor shall it in any way affect the dates and times when payments shall become due from the Owner to the Contractor, nor shall it in any way prejudice the Owner's right under the Contract or any bonds guaranteeing the same. The Contract shall be deemed completed only when all the work contracted for shall be duly and properly performed and accepted by the Board of Supervisors.
- C. When any part or portion of the Project is to be used or occupied by Owner in advance of final completion and acceptance, and when duly notified by Owner's Representative, the Contractor shall arrange for completion of said portions of the Work the same as required under the Documents for the whole Work, including cleaning and other readying by the date stipulated with such notice.
- D. Contractor shall not be held responsible for any damage to the occupied part of the Project resulting from Owner's occupancy.
- E. Occupancy by Owner shall not be deemed to constitute a waiver of existing claims on behalf of Owner or Contractor against each other.
- F. Use and occupancy by Owner prior to Project acceptance shall not relieve Contractor's responsibility to maintain all insurance and bonds required of Contractor under the Contract until the entire Project is completed and accepted by Owner.
- G. If after written notification by the Owner of the intent to occupy, the Contractor feels that such occupancy will delay progress of the Work or will cause additional expense to the Contractor, Contractor may file a request for an equitable adjustment in Contract Price or Time of Completion, or both, with the Owner's Representative. If the Owner's Representative agrees he will either prepare a written change order for the Owner to sign or advise the Owner to delay occupancy.

GC 43. CHANGE OF CONTRACT TIME & LIQUIDATED DAMAGES

- A. Change by Change Order. The Contract Time may only be changed by change order. A request for an extension or shortening of the Contract Time shall be based on written notice delivered by the party making the request to County promptly after the occurrence of the event giving rise to the request and stating the general nature of the request. Notice of the extent of the request with supporting data shall be delivered to County and shall be accompanied by the written statement that the adjustment requested is the entire adjustment to which the requesting party has reason to believe it is entitled as a result of the occurrence of said event. No request for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph.

- B. Contract Time may be extended. The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of Contractor if the request is made therefor as provided in this article. Such delays shall include, but not be limited to, acts of neglect by County or others performing additional work, or to fires, floods, labor disputes, epidemics, pandemics, abnormal weather conditions or acts of God.
- C. Delay and price change. All time limits stated in the contract documents are of the essence. There shall be no adjustment of Contract Price due to delays for fires, floods, labor disputes, epidemics, pandemics, abnormal weather conditions or acts of God. This provision shall not exclude recovery for damages (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court costs) for delay by either party.
- D. Delays in completion of work :
1. Notice of delays. Whenever the Contractor foresees any delay in the prosecution of the Work, and in any event immediately upon the occurrence of any delay which the Contractor regards as unavoidable, Contractor shall notify County in writing of the probability of the occurrence of such delay and its cause in order that County may take immediate steps to prevent, if possible, the occurrence or continuance of the delay or, if this cannot be done, may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent the prosecution and completion of the Work are to be delayed thereby. It will be assumed that any and all delays which have occurred in the prosecution and completion of the Work have been avoidable delays, except such delays as shall have been called to the attention of County at the time of their occurrence and found by County to have been unavoidable. The Contractor shall make no requests for extensions of time as to delay not called to the attention of County at the time of its occurrence.
 2. Avoidable delays. Avoidable delays in the prosecution or completion of the Work shall include all delays which in the opinion of County would have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor or Contractor's subcontractors.
 3. Unavoidable delays. Unavoidable delays in the prosecution or completion of the Work shall include all delays which, in the opinion of County, result from causes beyond the control of the Contractor and which could not have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor or the subcontractors and/or any suppliers. Delay in completion due to contract modifications ordered by County and unforeseeable delays in the completion of work or interference by other contractors employed by County will be considered unavoidable delays insofar as they interfere with the Contractor's completion of the Work.
- E. Extension of time:
1. Avoidable delays. In case the Work is not completed in the time specified, including such extensions of time as may have been granted for unavoidable delays, the Contractor will be assessed damages for delay in accordance with liquidated damages provision. The Owner, however, shall have the right to grant an extension of time for avoidable delay if it is deemed in County's best interest to do so. During such extension of time, the Contractor will be charged for engineering and inspection services and other costs but will not be assessed damages for the delay.
 2. Unavoidable delays. For delays which County considers to be unavoidable, the Contractor shall, pursuant to Contractor's application, be allowed an extension of time beyond the time herein set forth, proportional to such delay or delays, in which to complete the contract. During such extension of time, neither extra compensation for engineering and inspection provided nor damages for delay will be charged to the Contractor.
 3. Liquidated damages. County and Contractor recognize that time is of the essence and that County will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with this contract. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by County if the Work is not completed on time. Accordingly, instead of requiring any such

proof, and due to impracticality and difficulty of ascertaining exact damages caused by delay, County and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay County that amount set forth in the Contract, or if no such amount is specified, then one-half of one percent of the total Contract Price for each day that expires after the time specified above for completion. In case of joint responsibility for delay in the final completion of the Work, where two or more separate contracts are in force at the same time and cover work at the same site, liquidated damages assessed against any one Contractor will be based upon the individual responsibility of that Contractor for the delay as determined by, and in the judgment of, County. County shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to Contractor, or to sue for and recover compensation for damages for nonperformance of this contract within the time stipulated. County has determined and the Contractor acknowledges that the liquidated damages as established herein are governed by the provisions of Government Code § 53069.85 and are predicated upon the reasonable damages accruing to County stemming from any delay in the completion of this Project.

GC 44. HOURS OF WORK

- A. The time of service of any labor, workman or mechanic employed upon any of the work herein specified, shall be limited and restricted to that allowed by law, and no laborer, workman or mechanic employed upon said work herein specified shall be required or permitted to labor more than that allowed by law, except in cases of extraordinary emergency caused by fire, military or naval defenses or works in time of war.
- B. Within thirty (30) calendar days after any workman is permitted to work over that allowed by law in any one calendar day due to such an extraordinary emergency, the Contractor shall file with the Owner a verified report setting forth the nature of the said emergency, which shall contain the name of said workman and the hours worked by them on said particular day; and failure to file said report within the said thirty day period shall be prima facie evidence that no extraordinary emergency existed.
- C. The Contractor and each subcontractor shall keep an accurate record showing the name of and actual hours worked by each worker employed by said Contractor and subcontractor in connection with the work contemplated by this agreement. The record shall be kept open at all reasonable hours to inspection by the Owner or its officers or agents and by the Division of Labor Law Enforcement of the Department of Industrial Relations.
- D. The Contractor shall forfeit as a penalty to the Owner twenty-five dollars (\$25) for each laborer, workman or mechanic employed in the execution of this Contract by it or by any subcontractor under it, upon any public work herein specified for (a.) each calendar day during which any laborer, workman or mechanic is required or permitted to labor more than that allowed by law; or (b.) each calendar week during which any laborer, workman or mechanic is required or permitted to labor more than that allowed by law of the Labor Code of the State of California. Said sums and amounts which shall have been so forfeited pursuant to the herein paragraph and said provisions of said Labor Code shall be withheld and retained from payments due to the Contractor under this Contract, pursuant to this Contract, and the terms of said Labor Code. ;

GC 45. PREVAILING WAGE RATES & PAYROLL RECORDS

Contractor shall comply with all requirements of Federal and California law with respect to labor relations, including without limitation, as to the payment of prevailing wages, working hours, payroll records and apprentices. To the extent that there is anything in this Agreement in conflict with or inconsistent with Federal or California law, such law shall govern and control.

A. Prevailing Wage Rates

- 1. Pursuant to section 1770 and following of the Labor Code of the State of California, the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages and the rates for overtime and holiday work in the locality in which the work is to be

performed for each craft, classification or type of worker needed to execute the Contract which will be awarded to the successful bidder, copies of which are on file at Humboldt County Public Works, 1106 Second Street, Eureka, CA 95501, Phone (707) 445-7493 and are available to interested parties on request and by reference are incorporated herein and made a part hereof. Contractor will maintain a copy of prevailing rates and wages on the job site during the contract period.

2. It shall be mandatory upon the Contractor and upon any subcontractor under it, to pay not less than the specified rates to all laborers, workers, and mechanics employed in the execution of the Contract. It is further expressly stipulated that the Contractor shall, as a penalty to the Owner, forfeit not more than \$200 for each calendar day, or portion thereof, for paying less than the stipulated prevailing rates for any work done under this Contract by Contractor or by any subcontractor under it; and Contractor agrees to comply with all provisions of Section 1775 of the Labor Code.
 3. In case it becomes necessary for the Contractor or any subcontractor to employ on the Project under this Contract any person in a trade or occupation (except executives, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate is herein specified, the Contractor shall immediately notify the Owner, who will promptly thereafter determine the prevailing rate for such additional trade or occupation and shall furnish the Contractor with the minimum rate based thereon. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment. Each contractor shall file a certified copy of the payroll records with the entity that requested the records within ten (10) days after receipt of a written request.
 4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the Owner, shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract for performing the contract shall not be marked or obliterated.
 5. The Contractor shall inform the Owner of the location of the payroll records, including the street address, city and county, and shall, within five working days, provide a notice of any change of location and address.
 6. The Contractor shall be responsible for compliance with this section.
- B. Payroll Records. The Contractor agrees to comply with all requirements of Section 1776 of the Labor Code, including, without limitation, the following:
1. The Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by it in connection with the public work. Each payroll record shall be verified by written declaration, under penalty of perjury, stating both the following:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of sections 1771, 1811 and 1815 of Labor Code for any work performed by its employees on the Project.
 2. The above-referenced payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
 - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his/her authorized representative on request;
 - b. A certified copy of all payroll records shall be made available for inspection or furnished upon request to the Owner or the Division of Labor Standards Enforcement.
 - c. A certified copy of all payroll records shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the Owner or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided, pursuant to paragraph b. above, the requesting party shall, prior to being provided the records, reimburse the cost of the Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the Contractor.

C. 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.

GC 46. TAXES

A. Any federal, state or city tax, including sales, excise, use and other taxes payable on articles furnished by the Contractor under the Contract shall be included in the Contract Price and paid for by the Contractor.

GC 47. SUBCONTRACTORS

A. In accordance with the provisions of Section 4100 et seq. of the Public Contract Code of the State of California, each bidder for the Work herein specified shall set forth in its Bid Proposal the name and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work or improvements in an amount in excess of one-half (1/2) of one percent (1%) of the Contractor's total Base Bid; and the portion of the Work which will be done by each subcontractor if the Contract or said work is awarded to said Bidder.

B. If the Contractor fails to specify a subcontractor or specifies more than one subcontractor for the same portion of the Work to be performed on the Contract in excess of one-half of one percent of the Contractor's total Bid, Contractor agrees to perform such portion himself and, if Contractor's Bid is accepted, Contractor shall not be permitted to subcontract that portion of the Work.

C. Should the Contractor violate any provision of the subletting and subcontracting Fair Practices Act, the Contractor will be deemed in violation of the contract and the Owner may at its option, (1) cancel the Contract. (2) assess upon the Contractor a penalty in an amount of not more than ten percent (10%) of the amount of the subcontract involved.

D. Prior to the award of the Contract, the Owner's Representative shall notify the successful bidder in writing if the Owner, after due investigation, has reasonable objection to any person or organization on the required list of subcontractors.

E. The Contractor shall not contract with any subcontractor or any person or organization for any portion of the Work who has not been accepted by the Owner. The Contractor will not be required to contract with any subcontractor or person or organization against whom Contractor has a reasonable objection.

F. If after the award of the contract, the Owner refuses to accept any person or organization on the required list of subcontractors, the Contractor shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution, and an appropriate Change Order shall be issued; however, no increase in the Contract Price shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting a name with respect thereto prior to the award.

G. After the award, the Contractor shall resubmit the list of subcontractors, corrected or modified as may be necessary as directed by the Owner.

- H. Subcontracting
1. Nothing contained in the Contract Documents shall be construed as creating any contractual relationship between Owner and any subcontractor. The Divisions or Sections of the Specifications, and the divisioning of the Drawings are not intended to control the Contractor in dividing the Work among subcontractors or to limit the Work performed by any trade.
 2. The Owner, Owner's Representative or Architect will not undertake to settle any differences between the Contractor and its subcontractors or between subcontractors.
 3. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work: (a) to bind subcontractors to the Contractor to the terms of the Contract and these General Conditions and other Contract Documents insofar as applicable to the work of subcontractors; (b) to require subcontractors to assume towards Contractor all the obligations and responsibilities which Contractor, by these Contract Documents, assumes toward Owner; (c) that requires subcontractor to agree to an assignment of the subcontract to the Owner and/or to any third party as designated by the Owner in its sole discretion, including without limitation, a replacement contractor; and (d) to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents. The Contractor shall make available to each proposed subcontractor prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this paragraph and identify to the subcontractor any terms and conditions of the proposed Subcontract which may be at variance with the Contract Documents. Each subcontractor shall similarly make copies of such documents available to its sub-subcontractors.
 4. Each subcontractor shall be required to:
 - a. Enter into a written contract with Contractor acknowledging that no employee/employer relationship exists between Contractor and subcontractor and that no Workers' Compensation, unemployment benefits, or other personnel benefits are required by or available to subcontractor through Contractor or County.
 - b. Hold harmless and to indemnify, defend and save harmless Contractor and County and its Board Members, officers and officials, Owner's Representative, Construction Administrator, Project Inspector, and the Architect and their agents, employees and volunteers, from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material suppliers, laborers, and any other person, firm or corporation who may be injured or damaged by subcontractor in the performance of this Agreement.
 5. The Contractor shall:
 1. Schedule and coordinate the work of all subcontractors;
 2. Instruct all subcontractors to consult with other subcontractors to ascertain the locations of their various materials including stored materials and to familiarize themselves with their own material locations, making such changes as required to obtain the best results;
 3. Instruct all subcontractors to schedule their work and cooperate with the other subcontractors to avoid delays, interferences, and unnecessary work, to conform to the schedule of operations as indicated in the progress schedule, and make installations when and where directed;
 4. Require subcontractors to make all necessary changes, including removing and reinstalling of materials, at their sole expense if they fail to check with other subcontractors, and their installed work is later found to interfere with work of other subcontractors; and
 5. Follow up to ensure that all subcontractors install their work when and where directed, and in accordance with the Contract Documents.
- I. Payments to Subcontractors:
1. Contractor shall pay each subcontractor or supplier upon receipt of payment from Owner, an amount equal to the percentage of completion allowed to Contractor on account of such work performed or material supplied. Contractor shall also require each subcontractor to make similar payments to its subcontractors or suppliers.

2. Contractor shall pay each subcontractor a just share of any insurance monies received by Contractor when and as applicable, and Contractor shall require each subcontractor to make similar payments to their subcontractors or suppliers.
3. The Owner's Representative may, on request and at its discretion, furnish to any subcontractor, if practicable, information regarding percentages of completion certified to the Owner on account of work done under the Contract.
4. Neither Owner, Owner's Representative or Architect shall have any obligation to see to the payment of any monies to any subcontractor except as may otherwise be required by law.

GC 48. RECORDS, ACCOUNTS AND SEGREGATED PRICES

- A. The Contractor must maintain all books, records, documents, and other evidence directly pertinent to the performance of the Work in accordance with generally accepted accounting principles and practices consistently applied. The Contractor must also maintain all financial information and data used by the Contractor in the preparation or support of any cost application, or other request for equitable adjustment. Owner and its representatives will have access upon 24 hours advanced written notice, at all times during normal business hours, to all Contractor's books, summary reports, records, accounts, estimates, documents, detailed financial information, certified payroll records, and all other relevant information and documentation for the purposes of inspection, audit, and copying. The Contractor will, at no cost to Owner, provide proper facilities for such access, inspection and copying purposes.
- B. Contractor shall prepare a detailed daily report in a format and containing substance subject to Owner's approval, which shall record, at a minimum, the daily work performed, the names of the trades (subcontractors) performing work and the quantity of workers for each trade, the work performed, materials delivered, equipment stored on site, weather, inspections and tests performed (and their results) and factual information sufficient to detail the daily events. All such reports shall be signed by Contractor's representative and delivered, on a weekly basis, to Owner. The Contractor shall include in the daily report information that identifies any impacts to Contractor's (including all subcontractors') activities and their productivity that Contractor contends or observes is due to conduct for which the Owner is believed to be responsible. The absence of any such notice will be understood by Owner to be an acknowledgement that Owner did not cause or contribute to any delays or impacts to the Project. Preparing and providing such daily reports is not a substitution for, or in place of the requirements of, or Contractor's obligations under, the Contract Documents.
- C. Contractor agrees to include and make the requirements of this section applicable to all subcontracts, of any tier, or purchase orders in excess of \$10,000, at any tier.
- D. If required for convenience of Owner's accounting, Contractor shall furnish segregated prices for various other portions of the Work. These segregated prices shall be in addition to or separate from the required Schedule of Values.
- E. Records must be maintained and made available during the performance of work and for five (5) years after final payment, and until final settlement of all disputes, claims, or litigation, whichever occurs later. In addition, those records which relate to any portion of this Agreement, to any change order, to any dispute, to any litigation, to the settlement of any claim arising out of such performance, or to the cost or items to which an audit exception has been taken, must be maintained and made available until final payment or final resolution of such dispute, litigation, claim, or exception, whichever occurs later.
- F. The right of access provisions of this section applies to all financial records pertaining to this Agreement:
 - (1) to the extent the records pertain directly to Contract performance under the Agreement;
 - (2) to the extent required for verification of the costs incurred where such costs are the basis for billings pursuant to this Agreement including Change Orders;
 - (3) to the extent there is any indication of violation of the California False Claims statute or that fraud, gross abuse, or corrupt practices may be involved;

- (4) if the Agreement is terminated for default or convenience.

GC 49. LIABILITY FOR TREES

- A. In case of damage to or loss of trees due to carelessness or lack of sufficient protective measures specified, Contractor shall forfeit an amount as agreed to following the assessment and determination of replacement cost by an independent professional arborist.

GC 50. LIABILITY FOR SURVEY MARKS

- A. In case of damage to, disturbance or removal of survey marks, field markers, monuments, or other survey or layout devices due to carelessness or lack of sufficient protective means, the party responsible for such damage, disturbance or removal shall be liable for the expense to have them replaced and reset pursuant to Section 8771 of the California Business and Professions Code.

GC 51. CLAIMS PROCEDURES

A. Notice of Potential Claim (NOPC)

1. The Contractor is not entitled to additional compensation for any cause, including a disagreement, protest, or change, an act or failure to act by the County, or the happening of an event, thing or occurrence, unless the Contractor has given the County advance written notice of potential claim (NOPC). The NOPC must clearly describe the nature, circumstances, and basis of the potential claim, and must explain the reasons that the Contractor believes additional compensation and/or time will or may be due, the nature of the costs and/or time involved, the amount of the potential claim, a request for equitable adjustment, and written and verifiable documentation and support. The nature, circumstances, basis, and reasons must remain consistent.
2. Except as otherwise required in the Contract Documents, the Contractor must promptly provide an NOPC to the County upon discovery of concealed or unknown conditions or a disagreement, protest, situation, event, or occurrence that may result in a claim. This notice must be submitted no more than 7 Calendar Days after the discovery or occurrence of an event that may be the basis for a claim for additional compensation or time; failure to do so waives the claim.
3. If costs or time cannot be reasonably determined at the time the NOPC is provided, the NOPC must be amended to include quantified cost and time impacts within 30 Calendar Days after work has ceased on the event that prompted the NOPC; failure to do so waives the claim. For NOPC events that extend more than 30 Calendar Days the Contractor must provide a monthly accounting of ongoing costs and time impacts by the 5th day of the succeeding month; failure to do so waives the claim.

B. Duty to Mitigate Damages

1. The Contractor is required to take all reasonable and practical efforts to mitigate the damaging effects of a potential current or future claim it perceives as a result of an act or failure to act on the part of the County, or as a result of an event, thing or occurrence. Written notice by the Contractor of a potential claim does not excuse the Contractor from pursuing the mitigation of a claim in good faith and with due diligence. Where possible, or if directed by the County, the Contractor must be prepared to discuss various methods of mitigation with the County prior to actual mitigation.
2. The obligation to minimize foreseeable damages requires that the Contractor use reasonable care and diligence to prevent an unwarranted incurrence of damages from a delay caused by the other party or an unforeseen event. In evaluating a delay, if, in the opinion of the County, the delay could have been avoided by due care of the Contractor, the Contractor is responsible for the additional costs attributed to the failure to mitigate.

- C. Contractor's surety or sureties shall be bound by any award or judgment rendered in any proceeding arising from the Project or undertaken in accordance with the Contract Documents. Further, Contractor's surety or sureties shall be bound by and subject to the dispute resolution provisions set forth herein, and Contractor's surety or sureties shall, at the request of County (or Contractor), participate in any dispute resolution proceedings, including mediation or litigation, that occur pursuant to the Contract Documents.
- D. The County and Contractor intend that differences between the County and Contractor, arising under the Agreement, be brought to the attention of the County at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The County and Contractor agree to initially strive to resolve all disputes amicably and in an informal manner. If the dispute resolution involves a change in the Contract work, increase or decrease in the compensation due the contractor, or adjustment in the time of completion of the Work, then the informal dispute resolution shall be confirmed by a Change Order pursuant to the Contract Documents. Informal discussions or negotiations with the County or its representatives concerning informal resolution of a dispute shall not toll or suspend the claim filing and other deadlines provided below, unless so provided by the County in writing. Contractor, and Contractor's surety or sureties, shall be bound by and subject to the dispute resolution provisions as set forth herein, and Contractor's surety or sureties shall, at the request of the County (or Contractor), participate in any dispute resolution proceedings, including mediation, arbitration or litigation that may occur pursuant to the Contract Documents.

Nothing set forth herein constitutes a waiver of the government claim filing requirements pursuant to Title 1, Division 3.6 of the California Government Code or otherwise set forth in local, state and federal law.

- E. Contractor shall not be entitled to any additional time to complete work or to the payment of any additional compensation for claimed extra work (or otherwise on account of any claim, cause, act, failure to act, or happening of any event or occurrence) unless the County has issued a Change Order pursuant to the Contract Documents, or a Claim has been timely filed and approved pursuant to the Contract Documents. If the Contractor fails to timely file a written Claim in accordance with the Contract Documents, then the Contractor shall be deemed to have waived any right or remedy to thereafter pursue the claim against the County in any administrative, arbitration or litigation proceeding.
- F. For purposes of this section:
1. "Claim" means a separate demand by the Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:
 - a. A time extension, including, without limitation, for relief from damages or penalties for delay assessed by the County under the Contract for the Project.
 - b. Payment by the County of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract for the Project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
 - c. Payment of an amount that is disputed by the County.
 2. "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the California Business and Professions Code who has entered into a direct contract with the County for the Project.
 3. "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the California Business and Professions Code who either is in direct contract with a Contractor or is a lower tier subcontractor.
- G. Requirements for Filing of Contract Claim; Contents; Filing Deadline
1. Contents. The Contractor may file a "Contract Claim" with the County. A Contract Claim must (a) be in writing; (b) be labeled or clearly indicated as a claim under the Agreement; (c) set forth in detail the reasons why the Contractor believes additional compensation or

a time extension is or may be due, the nature of the costs involved, and, insofar as possible, the amount of the Claim; (d) include (or reference earlier provided) documents that support and substantiate the Claim; and (e) include the following certification, properly completed and executed by Contractor or any officer of Contractor:

I, _____, BEING THE _____ (must be an owner or officer) OF _____ (CONTRACTOR), DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, AND I DO PERSONALLY CERTIFY AND ATTEST THAT: I HAVE THOROUGHLY REVIEWED THE ATTACHED CLAIM FOR ADDITIONAL COMPENSATION AND/OR EXTENSION OF TIME, AND KNOW ITS CONTENTS, AND SAID CLAIM IS TRUTHFUL AND ACCURATE; THAT THE AMOUNT AND/OR CONTRACT TIME EXTENSION REQUESTED ACCURATELY REFLECTS THE CONTRACT ADJUSTMENT FOR WHICH THE OWNER IS LIABLE; AND FURTHER, THAT I AM FAMILIAR WITH CALIFORNIA PENAL CODE SECTION 72 AND CALIFORNIA GOVERNMENT CODE SECTION 12650, ET SEQ., PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT SUBMISSION OR CERTIFICATION OF A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT AND/OR OTHER SEVERE LEGAL CONSEQUENCES.

2. Filing Deadline. A Contract Claim must be submitted to the County within the following Claim filing deadlines: (a) if a deadline is set forth in the Contract Documents for filing of the particular Claim, then the Claim must be filed by the specified time; (b) if the Claim relates to extra, additional or unforeseen work for which the Contractor intends to demand additional compensation, a time extension, or both, notice shall be given to the County prior to the time that the Contractor commences performance of the work giving rise to the potential claim for additional compensation or time extension, and Contractor shall not proceed with that work until so directed by the County; and (c) for all other Claims not included within (a) or (b), the claim must be filed on or before 15 days after the date of the occurrence, event or circumstance giving rise to the Claim. In no event shall a Contract Claim be filed later than the date of final payment.

H. Claims Subject to Public Contract Code Section 9204; Procedure

1. Application. This subsection H applies solely to the handling and resolution of a Contract Claim(s) sent to the County by registered mail or certified mail with return receipt requested in accordance with Public Contract Code section 9204(c)(1).
2. Claims Handling Procedure. With respect to any Contract Claim(s) sent to the County in accordance with this Section, the provisions of Public Contract Code section 9204 shall apply, and are hereby incorporated by reference into these Standard Provisions and set forth in full in *Appendix A* to these General Conditions.
3. Claims Procedure Post-Mediation. In the event mediation, if any, is unsuccessful pursuant to Public Contract Code section 9204, and all or parts of the Contract Claim(s) remain in dispute, then the Contractor shall thereafter comply with the Claim procedures as set forth below ("Claims Equal to or Less Than \$375,000") or ("Claims Exceeding \$375,000"), as applicable.

I. Claims Equal to or Less than \$375,000; Procedure

1. Application. This Section applies solely to the handling and resolution of a Contract Claim(s) that is/are in an amount equal to or less than Three Hundred Seventy-Five Thousand Dollars (\$375,000).
2. Claims Handling Procedure. With respect to any Contract Claim(s) subject to this section, the provisions of Public Contract Code section 20104, et seq. shall apply, and are hereby incorporated by reference into these Standard Provisions and set forth in full in *Appendix B* to these General Conditions.

3. Agreement to Opt-Out. Notwithstanding anything to the contrary in the Contract Documents, the County and Contractor may mutually agree at any time, in writing, that any Claim(s) to which the obligations set forth in this Section apply (i.e., unresolved Claims in an amount equal to or less than \$375,000) shall be subject to the dispute resolution requirements as set forth below applicable to the resolution and handling of claims in an amount in excess of \$375,000. Should the County and Contractor so agree in writing, the County and Contractor shall follow the requirements with respect to mediation and, if necessary, litigation, in accordance with Section J below.
 - J. Contract Work Pending Claim Resolution. In the event of any dispute between the County and Contractor, or during the pendency of any Contract Claim(s) or associated proceedings under this Section or the Contract Documents, Contractor shall not stop, or delay performance of, the Work, but shall prosecute the Work diligently to completion in the manner directed by the County.
 - K. Disputes Involving Architect or Design Professionals. In the event that any Claim(s) asserted by the Contractor arise from or is/are related, in any manner, to conduct or actions for which the Architect or other design professional may be responsible, the County and Contractor acknowledge and agree that the County may, in its sole discretion, require the participation and/or joinder of the Architect or other design professional in any dispute proceeding under this Section. This right shall remain solely within the discretion of the County, and Contractor shall have no rights under the Contract Documents to require or seek to compel the participation and/or joinder of the Architect or other design professional in any dispute proceeding under this Section or elsewhere under the Contract Documents.
 - L. Application of Section. The procedures and remedies set forth in this Section shall not apply to: (i) any claim by the County against the Contractor or its surety or sureties (unless the County, in its sole discretion, opts to proceed hereunder); (ii) any claim or dispute relating to stop notices; or (iii) any claim relating to the approval, refusal to approve or substitution of any subcontractor, regardless of tier, pursuant to Public Contract Code section 4700, et seq.
- GC 52. HAZARDOUS MATERIALS AND / OR DIGGING TRENCHES
- A. The following requirements shall be applicable to the Project in the event that the Contractor encounters hazardous materials and/or the Work involves digging trenches or excavations that extend deeper than four feet below the surface:
 - B. The Contractor shall promptly, and before the following conditions are disturbed, notify the local public entity, in writing, of any: (1) Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law. (2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids. (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
 - C. Upon receipt of notice from the Contractor, the County shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the contract.
 - D. In the event that a dispute arises between the County and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the

contracting parties. Contractor has no right to an adjustment in Contract Time or Price after acceptance of final payment.

GC 53. NONDISCRIMINATION

- A. During the performance of this contract, the Contractor and its subcontractors shall not deny the Contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age (over 40), marital status, denial of family care leave and denial of pregnancy disability leave in connection with any program or activity funded in whole or in part by Federal and/or State funds provided through this grant contract.
- B. Contractor and all subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 [a-f] et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.).
- C. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as set forth in full. Contractor and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- D. Contractor shall comply with all applicable nondiscrimination laws and regulations.
- E. The Contractor and all subcontractors shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under the contract.

GC 54. RESPONSIBILITY FOR COMPLIANCE WITH OSHA

- A. All work, materials, work safety procedures and equipment shall be in full accordance with the latest OSHA rules and regulations.
- B. Contractor warrants that Contractor and each of its subcontractors shall, in performance of this Contract, comply with each and every compliance order issued pursuant to OSHA and CAL-OSHA. The Contractor assumes full and total responsibility for compliance with OSHA and CAL-OSHA Standards by its subcontractors as well as itself. The cost of complying with any compliance order and/or payment of any penalty assessed pursuant to OSHA and CAL-OSHA shall be borne by the Contractor. Contractor shall save, keep and hold harmless the Owner and all officers, employees and agents thereof from all liabilities, costs or expenses in law or in equity, that may at any time arise or be set up because of Contractor's or subcontractor's non-compliance or alleged non-compliance with OSHA and CAL-OSHA requirements.
- C. Nothing contained herein shall be deemed to prevent the Contractor and its subcontractors from otherwise allocating between themselves responsibility for compliance with OSHA and CAL-OSHA requirements; provided, however, that the Contractor shall not thereby be, in any manner whatsoever, relieved of its responsibility to the Owner as herein above set forth.

GC 55. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE

Neither the Contractor or its 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 and its subcontractors and/or their suppliers agree to notify Owner immediately if they become a nuclear weapons contractor as defined above.

GC 56. DISCOVERY OF HUMAN REMAINS OR AN ARCHAEOLOGICAL SITE

- A. If cultural materials (e.g., chipped or ground stone, historic debris, building foundations, or bone) are discovered during ground-disturbance activities, work within 20 meters (66 feet) of the discovery shall be stopped, in accordance with Title 14 CCR 15064.5 [f]). The Owner's Representative will retain a professional archaeologist who meets the Secretary of the Interior's Standards and Guidelines to evaluate the materials and offer recommendations for further action. In addition, if Native American archaeological remains are inadvertently encountered, the Owner's Representative will notify the Tribal Historic Preservation Officers of the tribes which are traditionally and culturally affiliated with the geographic area of the project. The affected tribes will be provided the opportunity to observe the findings in the field and make recommendations for further action. Work near the archaeological find(s) shall not resume until the Owner's Representative provides notice that the required consultations have been performed.
- B. If human remains are discovered during project construction, work within 20 meters (66 feet) of the discovery location, and within any nearby area reasonably suspected to overlie human remains, will cease (in accordance with Public Resources Code, Section 7050.5). The Humboldt County Coroner will be contacted to determine if the cause of death must be investigated. If the coroner determines that the remains are of Native American origin, it is necessary to comply with state laws regarding the disposition of Native American burials, which fall within the jurisdiction of the California Native American Heritage Commission (NAHC) (Public Resources Code, Section 5097). In this case, the coroner will contact NAHC. The descendants or most likely descendants of the deceased will be contacted. Work shall not resume until the descendants or most likely descendants have made a recommendation to the Owner's Representative for excavation work with direction regarding appropriate means of treatment and disposition, with appropriate dignity, of the human remains and any associated grave goods, as provided in Public Resources Code, Section 5097.98.

GC 57. CONTRACTOR RESPONSIBILITY AND DEBARMENT

- A. A responsible contractor is a contractor 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. The Contractor is hereby notified that, in accordance with Title II, Division 14 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contract which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time, not to exceed three (3) years, and terminate any or all existing contracts the Contractor may have with the County. (Ord. 2291, § 1, 01/07/2003)
- C. The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor 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 contractor'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)
- D. If there is evidence that the Contractor may be subject to debarment, the department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the CHB (Contractor's Hearing Board). (Ord. 2291, § 1, 01/07/2003)
- E. The CHB will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor'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 Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the CHB, the Contractor may be deemed to have waived all rights of appeal. (Ord. 2291, § 1, 01/07/2003)

- F. A record of the hearing, the proposed decision and any other recommendation of the CHB shall be presented to the Board of Supervisors. 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)
- G. These terms shall also apply to subcontractors and subconsultants of County contractors. (Ord. 2291, § 1, 01/07/2003)

APPENDIX A: CLAIMS RELATING TO PUBLIC CONTRACTS:

Public Contract Code - §9204 - Legislative findings and declarations regarding timely and complete payment of contractors for public works projects; claims process:

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3)(A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of

any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d)(1)(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date.

APPENDIX B: CLAIMS EQUAL TO OR LESS THAN \$375,000:

Public Contract Code - §20104 - Application of article; provisions included in Plans and Specifications:

(a)(1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with §10240) of Chapter 1 of Part 2.

(b)(1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

Public Contract Code - §20104.2 - Claims; requirements; tort claims excluded:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of Final Payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b)(1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 Days of receipt of the claim, or may request, in writing, within 30 Days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 Days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c)(1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 Days of receipt of the claim, or may request, in writing, within 30 Days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 Days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond

within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 Days of receipt of the local agency's response or within 15 Days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issue in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 Days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with §900) and Chapter 2 (commencing with §910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with §900) and Chapter 2 (commencing with §910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

Public Contract Code - § 20140.4 - Civil action procedures; mediation and arbitration; trial de novo; witnesses:

(a) Within 60 Days, but no earlier than 30 Days, following the filing or responsive pleading, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 Days by both parties of a disinterested third person as mediator, shall be commenced within 30 Days of the submittal, and shall be concluded within 15 Days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-Day period, any party may petition the court to appoint the mediator.

(b)(1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with §1141.10) of Title 3 of Part 3 of the code of Civil Procedure, notwithstanding § 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with §2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with § 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

Public Contract Code - §20140.6 - Payment on undisputed portion of claim; interest on arbitration awards or judgments:

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under § 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

END OF SECTION 00 72 00

SECTION 00 73 00 - SUPPLEMENTARY GENERAL CONDITIONS

INDEX TO SUPPLEMENTARY GENERAL CONDITIONS

SGC	1.	USE OF SITE – TEMPORARY FACILITIES	1
SGC	2.	REQUIRED BACKGROUND CHECKS	1
SGC	3.	HAZARDOUS MATERIALS	1
ATTACHMENT 1 – SECURITY AWARENESS TRAINING ACKNOWLEDGEMENT			3
ATTACHMENT 2 – CLETS EMPLOYEE/VOLUNTEER STATEMENT			4

SUPPLEMENTARY GENERAL CONDITIONS

SGC 1. USE OF SITE – TEMPORARY FACILITIES

The Contractor shall have access to power and water (at exterior hose bibs) located within the area of work. Verify with staff prior to construction which power circuits inside the Network Operations Center are independent of computing circuits and will not cause issues with computing equipment.

Contractor parking will be allowed in parking areas on a first-come first-served basis. If staff requires areas used for parking for loading/unloading or other uses, Contractor shall cooperate with staff in allowing their ongoing use of these areas.

Under no circumstances shall Contractor or Subcontractor be allowed to washout paint, cementitious products, sealants, or other construction waste in existing bathrooms.

SGC 2. SECURITY & REQUIRED BACKGROUND CHECKS

Prior to Admittance and any work in occupied areas, CONTRACTOR and all employees who will enter the Facility shall be responsible for the following prior to entering and working inside the facility.

1. All CONTRACTOR and SUBCONTRACTOR personnel shall review the Probation Department's "Security Awareness Training – Shared Version" powerpoint presentation. This may take place on-site, at their own office, or other location where it may be accessed. This presentation will be provided to the CONTRACTOR by the COUNTY a minimum of 7 days prior to the start of work.
2. Once the presentation has been reviewed, all CONTRACTOR and SUBCONTRACTOR personnel shall fill out, sign and return to COUNTY the following documents:
 - a. SECURITY AWARENESS TRAINING ACKNOWLEDGEMENT – to be signed by both worker and their immediate supervisor. (Attachment 1 to this Specification Section)
 - b. CLETS EMPLOYEE/VOLUNTEER STATEMENT- to be signed by each worker. (Attachment 2 to this Specification Section)
3. Once signed forms are complete, CONTRACTOR may obtain a copy of the pre-approved list from the same Administrative Offices location. Only those individuals on the preapproved list will be allowed to enter the subject premises. The County reserves the right to expand or modify these requirements and procedures.

SGC 3. HAZARDOUS MATERIALS

1. Hazardous materials have been identified in areas of work as indicated below and in attached hazardous materials report.
 - a. Asbestos was identified in one type of material within the survey area. All asbestos containing material must be abated prior to renovation or demolition activities that would disturb the asbestos containing materials.

- b. The disturbance, abatement, and demolition of the materials containing asbestos will require compliance with the EPA NESHAP, and Cal/OSHA regulations regarding asbestos in construction.
 - c. All abatement of asbestos containing material must be done by a registered asbestos abatement contractor, using trained and certified personnel, and conducted as an asbestos abatement project.
 - d. Lead metal gas pipe roof jacks were identified at the gas pipe roof penetrations near each of the four (4) HVAC units scheduled for replacement.
 - i. It may not be necessary to disturb these roof jacks to accomplish the work under this contract.
 - e. The disturbance of any materials containing any amount of lead will require compliance with the Cal/OSHA Lead Construction Standard (Title 8 CCR 1532.1) for worker protection, and compliance with the California Code of Regulations Title 17, CCR 35000-36100.
 - f. For further instructions and information, see attached report dated Nov. 20, 2022 "Asbestos Survey & Lead Paint Sampling for the Humboldt County Regional Facility HVAC Replacement Project 2004 Harrison Avenue Eureka, CA" by Brunelle & Clark Consulting, LLC.
2. If the Contractor encounters additional material in the course of work, which Contractor has reason to believe may be hazardous waste, as defined by Section 25117 of the Health and Safety Code, Contractor shall immediately so notify the Owner's Representative in writing. Work in the immediate area of the suspected hazardous material shall be suspended until the OWNER authorizes it to be resumed. If such suspension delays the current controlling operation, the Contractor will be granted an extension of time by means of a change order.
- a. The Owner reserves the right to use other forces for exploratory work to identify and determine the extent of such material and for removing hazardous material from such area.
 - b. If additional hazardous materials are found and disturbance of those materials is required for installation of the new work, a change order may be prepared, agreed upon and signed to carry out the necessary work. If the identified material is small, the County reserves the right to perform abatement by personnel qualified for small amounts of abatement or a separate licensed abatement contractor. If this abatement work is not a part of this contract, nor added to the work by mutually agreed change order, the CONTRACTOR shall work with the COUNTY in identifying areas of work and scheduling of their work to coordinate with the work of the County's qualified abatement personnel should the need arise.

END OF SECTION 00 73 00

ALL STAFF ARE REQUIRED TO BE TRAINED AND RECERTIFIED IN SECURITY AWARENESS EVERY TWO YEARS. THIS WILL REPLACE THE LESS THAN FULL ACCESS TRAINING FOR PRACTITIONERS ONLY. AFTER COMPLETING THE SECURITY AWARENESS TRAINING, PLEASE SIGN AND DATE THE SECURITY AWARENESS TRAINING ACKNOWLEDGMENT AND THE CLETS EMPLOYEE/VOLUNTEER STATEMENT ON THE REVERSE SIDE OF THIS FORM. YOU MUST ALSO OBTAIN THE SIGNATURE OF YOUR SUPERVISOR OR SHIFT SUPERVISOR TO VERIFY THAT YOU HAVE COMPLETED THE SECURITY AWARENESS TRAINING. UPON COMPLETION, THE SUPERVISOR OR SHIFT SUPERVISOR WILL PLEASE RETURN THIS FORM TO THE CLETS COORDINATOR, PAM FRISBEE JOHNSON, AT THE MAIN OFFICE. THANK YOU.

SECURITY AWARENESS TRAINING ACKNOWLEDGMENT

I acknowledge that I have completed and understand the Security Awareness Training for Humboldt County Probation Department.

Signature

Print name

Date

Signature of Supervisor
or Shift Supervisor

Print name

Date

(01-15)



CLETS EMPLOYEE/VOLUNTEER STATEMENT

Use of information from the California Law Enforcement Telecommunications System (CLETS) and the Department of Motor Vehicles record information

As an employee/volunteer of HUMBOLDT COUNTY PROBATION DEPARTMENT, you may have access to confidential criminal records, the Department of Motor Vehicle records or other criminal justice information, much of which is controlled by statute. All information from the CLETS is based on the "need-to-know" and the "right-to-know" basis. The misuse of such information may adversely affect an individual's civil rights and violates the law and/or CLETS policies.

Penal Code (PC) section 502 prescribes the penalties relating to computer crimes. PC sections 11105 and 13300 identify who has access to state and local summary criminal history information and under which circumstances it may be released. PC sections 11141-11143 and 13302-13304 prescribe penalties for misuse of state and local summary criminal history information. Government Code section 6200 prescribes the felony penalties for misuse of public records and information from the CLETS. California Vehicle Code section 1808.45 prescribes the penalties relating to misuse of the Department of Motor Vehicle record information.

Penal Code sections 11142 and 13303 state:

"Any person authorized by law to receive a record or information obtained from a record who knowingly furnishes the record or information to a person not authorized by law to receive the record or information is guilty of a misdemeanor."

Any employee/volunteer who is responsible for the CLETS misuse is subject to immediate dismissal from employment. Violations of the law may result in criminal and/or civil action.

I HAVE READ THE ABOVE AND UNDERSTAND THE POLICY REGARDING MISUSE OF ALL INFORMATION FROM THE CLETS.

Signature

Print Name

Date

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Contractor's use of site and premises.
- B. County-furnished, Contractor-installed (OFCl) items.
- C. County's occupancy requirements.
- D. 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-FURNISHED AND CONTRACTOR-INSTALLED (OFCl) ITEMS

- A. County-Furnished and Contractor-Installed (OFCl) Items: As indicated on the Drawings and Technical Specifications.
- B. County's Responsibilities:
 - 1. County will furnish products indicated. Schedule relocation of items with County.
 - 2. After relocation, County will inspect delivered items for damage, jointly with Contractor.
- C. Contractor's Responsibilities:
 - 1. Contractor is responsible for relocating, unloading, and handling County-furnished items at Project site.
 - 2. Contractor is responsible for protecting County-furnished items from damage during storage and handling, including damage from exposure to the elements.
 - 3. Contractor shall install and incorporate County-furnished items into the Work, as indicated and as required. Work includes providing support systems to receive County's equipment and making plumbing, mechanical, electrical connections, and miscellaneous work items associated with installation of County-furnished items.
 - 4. Contractor shall repair or replace County-furnished items damaged by Contractor's operations, as approved by County in writing.
 - 5. Contractor shall furnish and install fasteners and other accessories, as required for complete installation of County-furnished items.

1.4 COUNTY'S OCCUPANCY REQUIREMENTS

- A. Full County Occupancy: County will occupy the Project site, with the exception of immediate areas under construction, during the entire construction period to conduct normal operations.
- B. Cooperate with County to minimize conflicts, and to facilitate County's operations.
- C. Verify occupancy requirements with County, and schedule the Work to accommodate County's requirements.
- D. Maintain access to existing walkways and other adjacent occupied or used facilities. Do not close or obstruct walkways or other occupied or used facilities without written permission from County and authorities having jurisdiction.
- E. Provide not less than 72 hours' notice to County of activities that will affect County's operations.

1.5 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.

1.6 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.

1.7 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.

- D. Comply with any applicable Federal, State or Local public health orders in response to new or ongoing health pandemics, endemics or public health emergencies. Should any orders be in-place prior to, or made during the course of the Work, Contractor shall prepare and submit no later than five (5) days after it receives notice from Owner that it will be awarded a contract for the project, or within five (5) days after such order is made during the course of the Work as a condition precedent to mobilizing to the project site or continuing construction, an Exposure Prevention, Preparedness and Response Plan specific to this project that describes how to prevent worker exposure to coronavirus or other biological agent, protective measures to be taken on the jobsite, personal protective equipment and work practice controls to be used, cleaning and disinfecting procedures, and what to do if a worker(s) shows symptoms of pandemic or endemic related illness or tests positive for such biological agents. Contractor's Plan shall be consistent with and prepared in conjunction with any similar plans issued by Owner and if such plans or similar requirements impose greater obligations on Contractor, Contractor shall comply with same and revise its plan accordingly unless directed otherwise in writing by Owner. The Contractor should review the latest OSHA Workplace Safety Guidance documents that may be available in response to active pandemics or endemics (<https://www.osha.gov>) as a resource in preparation of its Site Specific Health and Safety Plan

1.8 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 white chalk, white 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.

1.9 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, but not less than one time per day.

- C. Burning: Burning of refuse, debris, and construction waste at Project site will not be permitted.

1.10 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.

1.11 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.

1.12 RESPONSIBILITY FOR THEFT AND DAMAGE

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

1.13 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 10 and Bulletin No.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.

1.14 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.

1.15 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 48-division format and numbering system of CSI "MasterFormat, 2016 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 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: Design Consultant'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. Design Consultant will review submittals only for conformance with the design concept of the Project and with the information given in the Contract Documents.
- C. The Design Consultant'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. Design Consultant will only review acceptance of an assembly in which the item functions. Design Consultant 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 Design Consultant, 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 Design Consultant 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 Design Consultant 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 Design Consultant 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 Design Consultant's stamp and initials or signature indicating finish review.
 - G. After Design Consultant'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 Design Consultant'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 Design Consultant 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 Design Consultant 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 3 EXECUTION (NOT USED)

END OF SECTION

PART 1 GENERAL

1.1 SUMMARY

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

1.2 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.

1.3 REQUEST FOR INFORMATION (RFI)

- A. Submit RFIs numbered in sequential order, reviewed by the Contractor with respect to Contract Documents.
 - 1. Submit RFI's 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 RFI's only from the Owner's Representative; Consultant will not accept RFI's directly from any other entity.
- C. Owner's Representative will receive only legible, properly prepared RFI:
 - 1. Unreadable facsimile machine RFI's, illegibly written RFI's, or RFI's with incomplete information, will be returned promptly without action.
 - 2. RFI's may be transmitted to Owner's Representative by email or 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 RFI's with respect to Contract Documents and return response in a timely manner, generally within 7 calendar days, or commensurate with RFI subject.
 - a. RFI's marked "URGENT" will take precedence over outstanding RFI's 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.

1.4 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.

1.5 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.

1.6 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.

1.7 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.

1.8 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

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes: Administrative and procedural requirements for selection of products, including but not limited to:
 - 1. Products.
 - 2. Product Delivery Requirements.
 - 3. Product Storage and Handling Requirements.
 - 4. Product Options.
 - 5. Product Selection Procedures.
 - 6. Product Substitution Procedures.
 - 7. Comparable Products.

1.2 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term *product* includes the terms *material*, *equipment*, *system*, *assembly*, and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis of Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words *basis of design product*, including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.3 SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Include data to indicate compliance with the specified requirements.
 - 2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
 - a. Form of Approval: As specified in Section 01 33 00 Submittal Procedures.
 - b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.
- B. Basis of Design Product Specification Submittal: Comply with procedures in Section 01 33 00 Submittal Procedures. Show compliance with requirements.

1.4 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.
 - 1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
 - 2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
 - 1. Schedule delivery to minimize long term storage at site and to prevent overcrowding of construction spaces.
 - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 - 4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.
- C. Storage:
 - 1. Store products to allow for inspection and measurement of quantity or counting of units.
 - 2. Store materials in a manner that will not endanger Project structure.
 - 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
 - 4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
 - 5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
 - 6. Protect stored products from damage and liquids from freezing.
 - 7. Provide a secure location and enclosure at site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.6 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 - 1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 - 2. Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.
- B. Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.

1. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
 2. See other Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Section 01 77 00 Closeout Procedures.

1.7 PRODUCTS

- A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.
- B. All products shall be new, of first class quality, and shall be delivered, installed, connected and finished in every detail, and shall be so selected and arranged as to fit correctly into the proper spaces. Where no specific kind or quality of material is given, a first-class standard article as approved by Architect shall be furnished. Contractor shall provide satisfactory evidence as to the kinds and quality of material and workmanship.
- C. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
- D. Furnish interchangeable components from same manufacturer for components being replaced.

1.8 PRODUCT DELIVERY REQUIREMENTS

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Delivery of materials to the Project site shall be coordinated by and received by Contractor or his representative, and stored in secured areas as agreed upon at the job start meeting.
- C. Promptly inspect shipments to assure that products comply with requirements, quantities are correct and products are undamaged.
- D. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement or damage.
- E. Contractor shall take into consideration the available space and location of work site when delivery of materials is necessary.

1.9 PRODUCT STORAGE AND HANDLING REQUIREMENTS

- A. Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- B. For exterior storage of fabricated products, place on sloped supports above ground.
- C. Provide off-site storage and protection when site does not permit on-site storage or protection.
- D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation and degradation of products.

- E. Store loose granular materials on solid flat surfaces in well-drained area. Prevent mixing with foreign matter.
- F. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- G. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.
- H. Contractor shall be responsible to provide all new materials in unopened manufacturer's original containers and deliver such items to Project site in good condition for use on this project. Contractor shall be responsible to store all new materials received as per manufacturer recommendations. Any and all materials discovered to be improperly stored and/or damaged will be replaced at the sole expense to Contractor. Any requests for delays or extension of the Contract Time due to the above will not be considered.
- I. Contractor shall use all means necessary to protect all materials before, during and after installation and to protect the installed work and materials of all other trades and of existing structures. In event of damage, Contractor is to immediately make all repairs and replacements necessary using compatible and like materials.

1.10 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.
- B. Products Specified by Naming One Manufacturer and stating "No Substitutions Allowed, County's Standard": Products of manufacturer named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers without naming a Product, with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.
- D. Products specified by Naming One or More Manufacturers and Naming Product(s) by the first listed Manufacturer, with a Provision for Substitutions: Submit a request for substitution for any product, by any manufacturer, listed or not listed, other than the product(s) listed.

1.11 PRODUCT SUBSTITUTION PROCEDURES

- A. County will consider requests for Substitutions up to 35 days after the project has been awarded.
- B. Reference to any product, material, equipment, article, system, service or patented process, by trade, catalogue number, name brand product or product manufacturer is for information only and shall not be construed as limiting competition.
- C. Substitutions will only be considered when one or more of the following conditions are met:
 - 1. All aspects of the proposed substitution meet or exceed the criteria for the specified product.
 - 2. The proposed changes are in keeping with the general intent of the Contract Documents.
 - 3. The request is fully documented and timely and properly submitted.
 - 4. The specified product cannot be provided within the Contract Time.
 - 5. The request is directly related to a "comparable" clause or similar language in the

Contract Documents.

6. The request offers County a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities that County must assume. County's additional responsibilities may include, but not be limited to, compensation to Architect for redesign and/or evaluation services and increased cost of other construction by County.
 7. The specified product becomes unavailable through no fault of Contractor.
 8. The specified product cannot receive necessary approvals by governing authorities, and the requested substitution can be approved by governing authorities in a timely manner.
 9. It can be demonstrated that the specified product cannot be provided in a manner that is compatible with other materials and Contractor certifies that the proposed substitution will overcome the incompatibility.
 10. It can be demonstrated that the specified product cannot be coordinated with other materials and Contractor certifies that the proposed substitution can be coordinated.
 11. The specified product cannot provide the warranty required by the Contract Documents and Contractor certifies that the proposed substitution provides the required warranty.
- D. Substitutions will not be considered when one or more of the following conditions occur:
1. Acceptance would require revisions to the Contract Documents, Contract Time extensions or an increase in the Contract Sum.
 2. They are indicated or implied on shop drawing or product data submittals, without separate written request.
 3. When the specified product cannot be provided as a result of failure of Contractor to pursue the Work in a timely manner or properly coordinate construction activities.
- E. In those cases where the Specifications designate a product, material, equipment, article, system, service or patented process by specific brand or trade name and there is only one brand or trade name listed, the item involved is:
1. Required to be used since it is a unique or novel product application, or
 2. Required to match other products in use by County, or
 3. Is the only brand or trade name known to Architect.
- F. Document each request on Substitution Request Form attached at the end of this Section with complete data substantiating compliance of proposed Substitution with the Contract Documents. The burden of proof as to comparative quality, suitability and performance of proposed product(s), material(s), equipment, article(s), system(s), service(s) or patented process(es) shall be upon Contractor. Architect will be the sole judge of the equality of the proposed substitution versus the specified item(s).
- G. A substitution request constitutes a representation that Contractor:
1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 2. Will provide the same warranty for the Substitution as for the specified product.
 3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to County.
 4. Waives claims for additional costs or time extensions which may subsequently become apparent.
 5. Will reimburse County for review services associated with approvals by authorities having jurisdiction.
- H. Substitution Submittal Procedure:
1. Submit request for Substitution electronically for consideration. Limit each request to one proposed Substitution.
 2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence.
 3. County will notify Contractor, in writing, of decision to accept or reject request.

4. Incomplete Substitution Request package will not be reviewed and will be returned to Contractor. Contractor shall then provide the specified item.
5. Only one request for substitution will be allowed. If proposed substitution is not accepted by Architect, Contractor shall provide the specified item.
6. Use of accepted substitutions shall in no way relieve Contractor from responsibility for compliance with Drawings and Specifications. The use of accepted substitutions will assume that all extra costs caused by the use of such substitutions where they affect other work or trades shall be borne by the Contractor.
7. All substitutions affecting structural or fire/life safety items will require approval from authority having jurisdiction prior to fabrication and installation on the project.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Materials furnished shall be new and never been used before, unless specified otherwise, and will satisfy the requirements herein and all specifications referenced by provisions within these specifications. Contractor shall furnish, upon request of Project Manager, an affidavit from the manufacturer or supplier to the effect that materials furnished shall conform to the General Conditions, the latest revision of AWWA Specifications, ASTM, and Federal Specifications that pertain. All materials shall be installed in accordance with manufacturer's recommendations and the Standard Drawings and Specifications that pertain. Material for one specific product shall be one manufacturer unless otherwise approved by Architect. All materials shall be subject to inspection after delivery to the site and during installation of the Work. Failure of the Inspector, Project Manager or Architect to note faulty material shall not relieve Contractor of the responsibility for removing or replacing any such material at no additional cost to County.
- B. For the ease of maintenance and parts replacement, to the maximum extent possible use materials of a single manufacturer, delivered in manufacturer's original, unopened containers with labels intact and legible, and in sufficient quantity to allow continuity of work. Deviation from this requirement shall require written approval from County.
- C. County reserves the right to reject any materials list which contains materials from various manufacturers if suitable materials can be secured from fewer manufacturers and to require that source of materials be unified to maximum extent possible.

2.2 PRODUCT SELECTION PROCEDURES

- A. Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
 1. Provide products complete with accessories, trim, finish, fasteners, and items needed for complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 4. Where products are accompanied by the term as selected, Architect will make selection.
 5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
- B. Product Selection Procedures:
 1. Product: Where Specifications name a single manufacturer and product, provide the

- named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 3. Products: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 4. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 5. Basis of Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and characteristics based on the product named. Comply with requirements for consideration of an unnamed product by one of the named manufacturers.
- C. Visual Matching Specification: Where Specifications require "*match Architect's sample*", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
1. If no product available within specified category matches and complies with specified requirements, comply with requirements of Section 01 25 00 Substitution Procedures for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase *selected by Architect* or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.3 COMPARABLE PRODUCTS

- A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents, will produce the indicated results, and that it is compatible with other portions of the Work.
 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 3. Evidence that proposed product provides specified warranty.
 4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
 5. Samples, if requested.

PART 3 EXECUTION (NOT USED)

PRODUCT SUBSTITUTION REQUEST FORM

Substitution Request Number: _____

To: _____

Project Name/Number: _____

Item Specified:

Section	Page	Paragraph	Description
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The undersigned requests consideration of the following:

Proposed Substitution (Manufacturer, Model # or Name, Color, Etc.): _____

History: ___ New Product, ___ Available 2-5 Years, ___ Available 6-10 Years, ___ Available 10+ Years

Provide UL, ITS, WHI, (or other) listing / rating of proposed substitution: _____

Attached data shall include, but not be limited to, product, specification, drawings, performance and test data adequate for evaluation of the request for the proposed substitution product and the specified product, with applicable portions of the proposed substitution and the specified product data clearly identified in a point-by-point direct comparison chart. Incomplete form and attachments will result in rejection of substitution request.

Requestor shall address the following items on this Substitution Request Form. Use a separate attached sheet attached as needed:

1. Reason for not providing specified item: _____

2. Will proposed substitution affect dimensions indicated on Drawings? ___(Yes) ___(No)

If yes, how? _____

3. Will proposed substitution affect Electrical, Mechanical, Structural, Architectural, etc.?

___(Yes) ___(No) If yes, explain: _____

4. Is proposed substitution larger or smaller than specified product? ___(Yes) ___(No) If yes, state size of substitute product: _____

5. Does proposed substitution weight less/more than specified product? ___(Yes) ___(No) If yes, state weight of substitute product: _____

6. Will proposed substitution affect other trades and/or parts of the Work? ____ (Yes) ____ (No) If yes, explain all effects: _____

7. Comparison between proposed substitution and specified product (Similarities / Differences)?

8. If Substitution Request is accepted, County will receive a credit of \$ _____. The Contract Sum will be adjusted accordingly.
9. Will proposed substitution affect the Contract Time? ____ (Yes) ____ (No) If yes, ____ (Add) ____ (Deduct) _____ calendar days.

INITIAL

UNDERSIGNED CERTIFIES:

- _____ Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- _____ Proposed substitution has same or better warranty as specified product.
- _____ Proposed substitution has same or better maintenance service and availability of replacement parts as specified product.
- _____ Proposed substitution will not affect or delay the Construction Schedule.
- _____ Claims for additional costs related to accepted substitution, which may subsequently become apparent, are hereby waived.
- _____ Proposed substitution will not affect dimensions and functional clearances.
- _____ Coordination, installation, and changes in the Work as necessary for installation of accepted substitution will be complete in all respects, at no additional cost to County.
- _____ Contractor will pay for all costs associated with changes to the project's design, including, but not limited to, architectural or engineering design fees, detailing, Agency approvals and construction costs caused by the requested substitution.
- _____ The function, appearance and quality of the proposed substitution is equivalent or superior to the specified item.

The undersigned certifies that the above is accurate and correct:

Signature: _____

Printed Name: _____

Company: _____

Address: _____

Date: _____

Telephone: _____

Attachments: ___ Drawings ___ Product Data ___ Samples ___ Tests ___ Reports ___ Other (Describe)

Architect's Review and Action:

_____ Substitution Accepted – Make submittals in accordance with Specification Section 01 33 00.

_____ Substitution Accepted as Noted - Make submittals in accordance with Spec Section 01 33 00.

_____ Substitution Rejected – Provide specified product.

_____ Substitution Request Received Too Late – Provide specified product.

By: _____ Date: _____

Remarks: _____

END OF SECTION

SUMMARY

- A. Section includes administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Installation of the Work.
 - 3. Coordination of Owner-installed products.
 - 4. Progress cleaning.
 - 5. Starting and adjusting.
 - 6. Protection of installed construction.

1.2 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.3 SUBMITTALS

- A. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

1.4 QUALITY ASSURANCE

- A. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Comply with requirements specified in other Sections.
- B. In Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible:
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not warranted. Before beginning site Work, investigate and verify existence and location of underground utilities, mechanical and electrical systems, and construction affecting the Work:
 - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water service piping; underground electrical services, and other utilities.
 - 2. Furnish location data for Work related to the Work that must be performed by public

utilities serving the site.

- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations:
 - 1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 - 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 - 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - 1. Description of the Work.
 - 2. List of detrimental conditions, including substrates.
 - 3. List of unacceptable installation tolerances.
 - 4. Recommended corrections.
- D. Proceed with installation after correcting unsatisfactory conditions. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to Owner necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 01 31 00 Project Management and Coordination.

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.
- B. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.
- C. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical Work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.

- D. Record Log: Maintain a log of layout control Work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

3.4 INSTALLATION

- A. Locate the work and components of the work accurately, in correct alignment and elevation, as indicated:
 - 1. Make vertical work plumb and make horizontal Work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 - 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
 - 4. Maintain minimum headroom clearance of 96 inches (2440 mm) in occupied spaces and 90 inches (2300 mm) in unoccupied spaces.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions ensuring the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for Work specified to be factory prepared and field installed. Check Shop Drawings of other Work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions:
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 - 2. Allow for building movement, including thermal expansion and contraction.
 - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous. Materials containing asbestos lead and PCBs are prohibited.

3.5 OWNER INSTALLED PRODUCTS

- A. Site Access: Provide access to site for Owner's construction personnel.
- B. Coordination:
 - 1. Coordinate construction and operations of the Work with Work performed by Owner's construction personnel:
 - a. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.
 - b. Pre-installation Conferences: Include Owner's construction personnel at pre-installation conferences covering portions of the Work that are to receive Owner's Work. Attend pre-installation conferences conducted by Owner's construction personnel if portions of the Work depend on Owner's construction.

3.6 PROGRESS CLEANING

- A. Clean site and Work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully:
 - 1. Comply with requirements in NFPA 241, Standard for Safeguarding Construction, Alteration, and Demolition Operations, for removal of combustible waste materials and debris.
 - 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 degrees F (27 degrees C).
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
 - 4. Use containers intended for holding waste materials of type to be stored.
 - 5. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.
- B. Site: Maintain site free of waste materials and debris.
- C. Work Areas: Clean areas where Work is in progress to the level of cleanliness necessary for proper execution of the Work:
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed Work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 01 50 00.
- H. During handling and installation, clean and protect construction in progress and adjoining

materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 STARTING AND ADJUSTING

- A. Coordinate startup and adjusting of equipment and operating components with mechanical, plumbing, and electrical requirements.
- B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- E. Manufacturer's Field Service: Comply with qualification requirements in Section 01 40 00.

3.8 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION

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 smoke detection 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".
 - a. As an alternate to paper copies, CONTRACTOR may choose to document As-Built/Record Drawings as described below via a marked-up digital .pdf file such as Bluebeam.
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 and one digital .pdf copy 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

BUILDING ENERGY ANALYSIS REPORT

PROJECT:

HUMBOLDT COUNTY REGIONAL FACILITY
2004 HARRISON STREET
EUREKA, CA 95501

Project Designer:

Frontier Consulting Engineers, Inc.
2727 Bechelli Lane
Redding, California 96002
(530) 232-6160

Report Prepared by:

Frontier Consulting Engineering, Inc.

Job Number:

22007

Date:

9/20/2024

The EnergyPro computer program has been used to perform the calculations summarized in this compliance report. This program has approval and is authorized by the California Energy Commission for use with both the Residential and Nonresidential 2022 Building Energy Efficiency Standards.

This program developed by EnergySoft, LLC – www.energysoft.com.

TABLE OF CONTENTS

Cover Page	1
Table of Contents	2
Form NRCC-MCH-E Mechanical Systems	3

Mechanical Systems

CERTIFICATE OF COMPLIANCE		NRCC-MCH-E
<i>This document is used to demonstrate compliance for mechanical systems that are within the scope of the permit application and are demonstrating compliance using the prescriptive path outlined in 140.4, or 141.0(b)2 for alterations.</i>		
Project Name:	HUMBOLDT COUNTY REGIONAL FACILITY	Report Page: (Page 1 of 17)
Project Address:	2004 HARRISON STREET	Date Prepared: 9/20/2024

A. GENERAL INFORMATION					
01	Project Location (city)	EUREKA	04	Total Conditioned Floor Area	5871
02	Climate Zone	1	05	Total Unconditioned Floor Area	0
03	Occupancy Types Within Project:		06	# of Stories (Habitable Above Grade)	1
● Classroom ● Office					

B. PROJECT SCOPE					
<i>This table Includes mechanical systems or components that are within the scope of the permit application and are demonstrating compliance using the prescriptive path outlined in 140.4, 170.2(b) or 141.0(b)2 and 180.2(b)2 for alterations.</i>					
01		02		03	
Air System(s)		Wet System Components		Dry System Components	
<input checked="" type="checkbox"/>	Heating Air System	<input type="checkbox"/>	Water Economizer	<input type="checkbox"/>	Air Economizer
<input checked="" type="checkbox"/>	Cooling Air System	<input type="checkbox"/>	Pumps	<input type="checkbox"/>	Electric Resistance Heat
Mechanical Controls		<input type="checkbox"/>	System Piping	<input checked="" type="checkbox"/>	Fan Systems
<input checked="" type="checkbox"/>	Mechanical Controls (existing to remain, altered or new)	<input type="checkbox"/>	Cooling Towers	<input checked="" type="checkbox"/>	Ductwork (existing to remain, altered or new)
		<input type="checkbox"/>	Chillers	<input checked="" type="checkbox"/>	Ventilation
		<input type="checkbox"/>	Boilers	<input type="checkbox"/>	Zonal Systems/ Terminal Boxes

Generated Date/Time:

Documentation Software: EnergyPro

Mechanical Systems

CERTIFICATE OF COMPLIANCE		NRCC-MCH-E
Project Name: HUMBOLDT COUNTY REGIONAL FACILITY	Report Page:	(Page 2 of 17)
	Date Prepared:	9/20/2024

C. COMPLIANCE RESULTS

Table C will indicate if the project data input into the compliance document is compliant with mechanical requirements. This table is not editable by the user. If this table says "DOES NOT COMPLY" or "COMPLIES with Exceptional Conditions" refer to Table D., or the table indicated as not compliant for guidance.

01		02		03		04		05		06		07		08	09
System Summary 110.1, 110.2, 140.4, 170.2(c)	AND	Pumps 140.4(k), 170.2(c)4I	AND	Fans/ Economizers 140.4(c), 140.4(e), 170.2(c)	AND	System Controls 110.2, 120.2, 140.4(f), 170.2(c)	AND	Ventilation 120.1, 160.2	AND	Terminal Box Controls 140.4(d), 170.2(c)4B	AND	Distribution 120.3, 140.4(l), 160.2, 160.3	AND	Cooling Towers 110.2(e)2	Compliance Results
(See Table F)		(See Table G)		(See Table H)		(See Table I)		(See Table J)		(See Table K)		(See Table L)		(See Table M)	
Yes	AND		AND	Yes	AND	Yes	AND	Yes	AND		AND	Yes	AND		COMPLIES
Mandatory Measures Compliance (See Table Q for Details)										COMPLIES					

D. EXCEPTIONAL CONDITIONS

This table is auto-filled with uneditable comments because of selections made or data entered in tables throughout the form.

E. ADDITIONAL REMARKS

This table includes remarks made by the permit applicant to the Authority Having Jurisdiction.

F. HVAC SYSTEM SUMMARY (DRY & WET SYSTEMS)**Space Conditioning System Information**

01	02	03	04	05	06
System Name	Quantity	System Serving	System Status	Space Type	Utilizing Recovered Heat
ZONE AC 1	1	Single zone	New/ Addition		<input type="checkbox"/>
ZONE HV 3	1	Single zone	Alteration		<input type="checkbox"/>
ZONE HV 4	1	Single zone	Alteration		<input type="checkbox"/>
ZONE HV 7	1	Single zone	Alteration		<input type="checkbox"/>

Generated Date/Time:

Documentation Software: EnergyPro

CERTIFICATE OF COMPLIANCE		NRCC-MCH-E
Project Name: HUMBOLDT COUNTY REGIONAL FACILITY	Report Page:	(Page 3 of 17)
	Date Prepared:	9/20/2024

F. HVAC SYSTEM SUMMARY (DRY & WET SYSTEMS)**Dry System Equipment Sizing (includes air conditioners, condensers, heat pumps, VRF, furnaces and unit heaters and DOAS systems)**

01	02	03	04	05	06	07	08	09	10	11
Name or Item Tag	Equipment Category per Tables 110.2, 140.4(a)2 and 170.2(c)3a-ii	Equipment Type per Tables 110.2 and Title 20	Smallest Size Available ¹ 140.4(a) and 170.2(c)1	Equipment Sizing per Mechanical Schedule (kBtu/h) 140.4(a&b), 170.2(c)1 & 170.2(c)2						
				Heating Output ^{2,3}			Cooling Output ^{2,3}		Load Calculations ^{3,4}	
				Per Design (kBtu/h)	Rated (kBtu/h)	Supp. Heating Output (kBtu/h)	Sensible Per Design (kBtu/h)	Rated (kBtu/h)	Total Heating Load (kBtu/h)	Total Sensible Cooling Load (kBtu/h)
ZONE AC 1	Unitary Heat Pumps	Air-cooled, split (1phase)	Yes	9.44	13.6	0	9.1	8	0.35	1.98
ZONE HV 3	Furnace + AC	AC, air cooled, single pkg + warm-air central furnace, gas-fired	NA: Altered per 141.0(b)2E and 180.2(b)2	121.5	121.5	0	0	0	6.11	19.8
ZONE HV 4	Furnace + AC	AC, air cooled, single pkg + warm-air central furnace, gas-fired	NA: Altered per 141.0(b)2E and 180.2(b)2	121.5	121.5	0	0	0	11.55	20.72
ZONE HV 7	Furnace + AC	AC, air cooled, single pkg + warm-air central furnace, gas-fired	NA: Altered per 141.0(b)2E and 180.2(b)2	81	81	0	0	0	6.76	9.81

¹FOOTNOTES: Equipment shall be the smallest size, within the available options of the desired equipment line, necessary to meet the design heating and cooling loads of the building per 140.4(a) and 170.2(c)1. Healthcare facilities are exempted.

²It is common practice to show rated output capacity on the equipment schedule. Sensible cooling output comes from specification sheet tables.

³If equipment is heating only, leave cooling output and load blank. If equipment is cooling only, leave heating output and load blank.

⁴Authority Having Jurisdiction may ask for load calculations used for compliance per 140.4(b) and 170.2(c).

Mechanical Systems

CERTIFICATE OF COMPLIANCE		NRCC-MCH-E
Project Name: HUMBOLDT COUNTY REGIONAL FACILITY	Report Page:	(Page 4 of 17)
	Date Prepared:	9/20/2024

F. HVAC SYSTEM SUMMARY (DRY & WET SYSTEMS)**Dry System Equipment Efficiency (other than Package Terminal Air Conditioners (PTAC) and Package Terminal Heat Pumps (PTHP), DX-DOAS and Dual Fuel Heat Pumps)**

01	02	03	04	05	06	07	08	09
Name or Item Tag	Size Category (Btu/h)	Heating Mode			Cooling Mode			
		Rating Condition (°F)	Efficiency Unit	Minimum Efficiency Required per Tables 110.2 / Title 20	Design Efficiency	Efficiency Unit	Minimum Efficiency Required per Tables 110.2 / Title 20	Design Efficiency
ZONE AC 1	<65,000		HSPF2	7.5	8.1	SEER2	14.3	14.6
ZONE HV 3	<65,000		AFUE	0.8	0.81	SEER2	13.4	14
ZONE HV 4	<65,000		AFUE	0.8	0.81	SEER2	13.4	14
ZONE HV 7	<65,000		AFUE	0.8	0.81	SEER2	13.4	14

G. PUMPS

This section does not apply to this project.

Mechanical Systems

CERTIFICATE OF COMPLIANCE										NRCC-MCH-E	
Project Name: HUMBOLDT COUNTY REGIONAL FACILITY					Report Page:					(Page 5 of 17)	
					Date Prepared:					9/20/2024	

H. FAN SYSTEMS & AIR ECONOMIZERS

This table is used to demonstrate compliance with prescriptive requirements found in 140.4(c), 140.4(e), 140.4(m), 170.2(c)3, and 170.2(c)4A for fan systems. Fan systems serving only process loads are exempt from these requirements and do not need to be included in Table H.

System Name	ZONE AC 1	Quantity	1	Fan System Status	New	System Zoning	all other systems	Serving Dwelling Units	Not Serving Dwelling Units	Fan System Airflow (cfm)	371	Site Elevation	43	Economizer	NA: <=33 kBtu/h cooling
01	02	03	04		05		06	07	08	09			10	11	
Fan Name or Item Tag	Fan Type	Qty	Component		Airflow through Component (%)	Water Gauge (w.g)	Allowance		Design						
							Component Allowance	Fan Allowance (watt/cfm) ₃	Design Electrical Input Power Method		Motor Nameplate Horsepower	Design Electrical Input Power (kW)			
SF	Supply	1	Base Allowance for system serving spaces <=6 floors away		100		86		Manufacturer provided				0.04		
			MERV 13-16 Filter upstream of thermal conditioning equipment		100		52								
			Hydronic/DX cooling coil or heat pump coil		100		52								
Supply Fan Base Allowance (kW)			Exhaust/Return/Relief/Transfer Fan Base Allowance(kW)				Fan System Allowance (kW) ³		1		Fan System Electrical Output (kW)		0.04		

Mechanical Systems

CERTIFICATE OF COMPLIANCE										NRCC-MCH-E	
Project Name: HUMBOLDT COUNTY REGIONAL FACILITY					Report Page:					(Page 6 of 17)	
					Date Prepared:					9/20/2024	

H. FAN SYSTEMS & AIR ECONOMIZERS															
System Name	ZONE HV 3	Quantity	1	Fan System Status	Alteration	System Zoning	all other systems	Serving Dwelling Units	Not Serving Dwelling Units	Fan System Airflow (cfm)	2,600	Site Elevation	43	Economizer	NA: Altered packaged AC or HP <54 kBtu/h
01	02	03	04		05		06	07	08	09			10	11	
Fan Name or Item Tag	Fan Type	Qty	Component	Airflow through Component (%)	Water Gauge (w.g)	Allowance		Design							
						Component Allowance	Fan Allowance (watt/cfm) ₃	Design Electrical Input Power Method		Motor Nameplate Horsepower	Design Electrical Input Power (kW)				
SF	Supply	1	Base Allowance for system serving spaces <=6 floors away	100		603		Manufacturer provided		1.65					
			MERV 13-16 Filter upstream of thermal conditioning equipment	100		361									
			Gas heat	100		151									
			Hydronic/DX cooling coil or heat pump coil	100		361									
			Supply Fan System	100		361									
Supply Fan Base Allowance (kW)		Exhaust/Return/Relief/Transfer Fan Base Allowance(kW)			Fan System Allowance (kW) ³		1.84	Fan System Electrical Output (kW)		1.65					

Mechanical Systems

CERTIFICATE OF COMPLIANCE										NRCC-MCH-E					
Project Name: HUMBOLDT COUNTY REGIONAL FACILITY										Report Page: (Page 7 of 17)					
										Date Prepared: 9/20/2024					

H. FAN SYSTEMS & AIR ECONOMIZERS															
System Name	ZONE HV 4	Quantity	1	Fan System Status	Alteration	System Zoning	all other systems	Serving Dwelling Units	Not Serving Dwelling Units	Fan System Airflow (cfm)	2,000	Site Elevation	43	Economizer	NA: Altered packaged AC or HP <54 kBtu/h
01	02	03	04		05		06	07	08	09			10	11	
Fan Name or Item Tag	Fan Type	Qty	Component	Airflow through Component (%)	Water Gauge (w.g)	Allowance		Design							
						Component Allowance	Fan Allowance (watt/cfm) ₃	Design Electrical Input Power Method		Motor Nameplate Horsepower	Design Electrical Input Power (kW)				
SF	Supply	1	Base Allowance for system serving spaces <=6 floors away	100		464	Manufacturer provided		1.11						
			MERV 13-16 Filter upstream of thermal conditioning equipment	100		278									
			Gas heat	100		116									
			Hydronic/DX cooling coil or heat pump coil	100		278									
			Supply Fan System	100		278									
Supply Fan Base Allowance (kW)		Exhaust/Return/Relief/Transfer Fan Base Allowance(kW)			Fan System Allowance (kW) ³		1.41		Fan System Electrical Output (kW)		1.11				

Mechanical Systems

CERTIFICATE OF COMPLIANCE										NRCC-MCH-E					
Project Name: HUMBOLDT COUNTY REGIONAL FACILITY										Report Page: (Page 8 of 17)					
										Date Prepared: 9/20/2024					

H. FAN SYSTEMS & AIR ECONOMIZERS															
System Name	ZONE HV 7	Quantity	1	Fan System Status	Alteration	System Zoning	all other systems	Serving Dwelling Units	Not Serving Dwelling Units	Fan System Airflow (cfm)	1,600	Site Elevation	43	Economizer	NA: Altered packaged AC or HP <54 kBtu/h
01	02	03	04			05		06	07	08	09			10	11
Fan Name or Item Tag	Fan Type	Qty	Component			Airflow through Component (%)	Water Gauge (w.g)	Allowance		Design					
								Component Allowance	Fan Allowance (watt/cfm) ³	Design Electrical Input Power Method		Motor Nameplate Horsepower	Design Electrical Input Power (kW)		
SF	Supply	1	Base Allowance for system serving spaces <=6 floors away			100		371		Manufacturer provided		0.93			
			MERV 13-16 Filter upstream of thermal conditioning equipment			100		222							
			Gas heat			100		93							
			Hydronic/DX cooling coil or heat pump coil			100		222							
			Supply Fan System			100		222							
Supply Fan Base Allowance (kW)		Exhaust/Return/Relief/Transfer Fan Base Allowance(kW)				Fan System Allowance (kW) ³			1.13	Fan System Electrical Output (kW)		0.93			

¹ FOOTNOTES: Fans serving spaces with design background noise goals below NC35

² Low-turndown single-zone VAV fan system must be capable of and configured to reduce airflow to 50 percent of design airflow and use no more than 30 percent of the design wattage at that airflow. No more than 10 percent of the design load served by the equipment shall have fixed loads.

³ Fan system allowance includes fan system base allowance.

⁴ Filter pressure loss can only be counted once per fan system.

⁵ Complex Fan System means a fan system that combines a single cabinet fan system with other supply fans, exhaust fans, or both.

⁶ Computer room economizers must meet requirements of 140.9(a) and will be documented on the NRCC-PRC-E document..

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Mechanical Systems

CERTIFICATE OF COMPLIANCE		NRCC-MCH-E
Project Name: HUMBOLDT COUNTY REGIONAL FACILITY	Report Page:	(Page 9 of 17)
	Date Prepared:	9/20/2024

H. EXHAUST AIR HEAT RECOVERY 140.4(q), 170.2(c)40

01	02	03	04	05	06	07	08	09	10	11
Fan System Name	Qty	Hours of Operation per Year	Design Supply Airflow Rate	Outdoor Airflow	% Outdoor Air at Full Design Airflow	Exemptions to Exhaust Air Heat Recovery Requirement per 140.4(q) & 170.2(c)40	Exhaust Air Heat Recovery 140.4(q) & 170.2(c)40	Type Of Heat Recovery Rating	Required Recovery Ratio	Energy Recovery Bypass

Fan Energy Index (FEI)

01	02	03
Name or Item Tag	FEI Exception	FEI
ZONE AC 1	Embedded Fan <5HP or <4.1kW	
ZONE HV 3	Altered Fan System	
ZONE HV 4	Altered Fan System	
ZONE HV 7	Altered Fan System	

CERTIFICATE OF COMPLIANCE		NRCC-MCH-E
Project Name: HUMBOLDT COUNTY REGIONAL FACILITY	Report Page:	(Page 10 of 17)
	Date Prepared:	9/20/2024

I. SYSTEM CONTROLS

This table is used to demonstrate compliance with mandatory controls in 110.2 and 120.2 and prescriptive controls in 140.4(f) and (n), 170.2(c)4D 170.2(c)4L or requirements in 141.0(b)2E 180.2(b)2 for altered space conditioning systems.

01	02	03	04	05	06	07	08	09
System Name	System Zoning	Conditioned Floor Area Being Served (ft ²)	Thermostats 110.2(b) & (c) ¹ , 120.2(a) 160.3(a)2A or 141.0(b)2E & 180.2(b)2	Shut-Off Controls 120.2(e) & 160.3(a)2D	Isolation Zone Controls 120.2(g) & 160.3(a)2F	Demand Response 110.12 120.2(b) & 160.3(a)2B	Supply Air Temp. Reset 140.4(f) & 170.2(c)4D	Window Interlocks per 140.4(n) & 170.2(c)4D
ZONE AC 1	Single zone	<= 25,000 ft ²	Setback	4 Hour Timer	NA: Single Zone	EMCS	Included	NA: No operable windows
ZONE HV 3	Single zone	<= 25,000 ft ²	Setback	NA: Altered per 141.0(b)2E	NA: Altered per §141.0(b)2E	EMCS	NA: Alteration	NA: Alteration Project
ZONE HV 4	Single zone	<= 25,000 ft ²	Setback	NA: Altered per 141.0(b)2E	NA: Altered per §141.0(b)2E	EMCS	NA: Alteration	NA: Alteration Project
ZONE HV 7	Single zone	<= 25,000 ft ²	Setback	NA: Altered per 141.0(b)2E	NA: Altered per §141.0(b)2E	EMCS	NA: Alteration	NA: Alteration Project

¹FOOTNOTES: Gravity gas wall heaters, gravity floor heaters, gravity room heaters, non-central electric heaters, fireplaces or decorative gas appliances, wood stoves are not required to have setback thermostats.

Mechanical Systems

CERTIFICATE OF COMPLIANCE		NRCC-MCH-E
Project Name: HUMBOLDT COUNTY REGIONAL FACILITY	Report Page:	(Page 11 of 17)
	Date Prepared:	9/20/2024

J. VENTILATION AND INDOOR AIR QUALITY

This table is used to demonstrate compliance with mandatory ventilation requirements in 120.1 120.2(e)3B 140.4(p) and 140.4(q) for all nonresidential and hotel/motel and d:t24refnolink/]160.2, 160.3(a)3D, 170.2(a)4N, 170.2(a)4O for high-rise residential occupancies. For alterations, only ventilation systems being altered within the scope of the permit application need to be documented in this table. In lieu of this table, the required outdoor ventilation rates and airflows may be shown on the plans or the calculations can be presented in a spreadsheet.

01	<input type="checkbox"/>	Check the box if the project is showing ventilation calculations on the plans, or attaching the calculations instead of completing this table.
02	<input checked="" type="checkbox"/>	Check this box if the project included Nonresidential, Hotel/Motel Spaces or Multifamily Common Use Spaces
	<input type="checkbox"/>	
03	<input type="checkbox"/>	Check the box if the project is using natural ventilation in any nonresidential or hotel/motel spaces to meet required ventilation rates per 120.1(c)2.

Nonresidential and Hotel/ Motel Multifamily Common Use Ventilation Systems

04		05			06		07		
System Name	ZONE AC 1	System Design OA CFM Airflow ¹	0		System Design Transfer Air CFM	0		Air Filtration per 120.1(c) 141.0(b)2 and 160.2(c)21 ²	
								Provided	
08	09	10	11	12	13	14	15	16	
Space Name or Item Tag	Mechanical Ventilation Required per 120.1(c)3 ³ & 160.2(c)3					Exh. Vent per 120.1(c)4 & 160.2(c)4		DCV or Sensor Controls per 120.1(d)3, 120.1(d)5, and 120.1(e)3 ⁶ 160.2(c)5D 160.2(c)5E 160.2(c)5D	
	Occupancy Type ⁴	Conditioned Floor Area (ft ²)	# of Shower heads/ toilets	# of people ⁵	Required Min OA CFM	Required Min CFM	Provided per Design CFM		
24 - CONTROL	Office space	233			34.9	0	0	DCV NA: Not required per §120.1(d)3	
								Occ Sensor NA: Not required space type	
17	Total System Required Min OA CFM				35	18	Ventilation for this System Complies?		Yes
04		05			06		07		
System Name	ZONE HV 3	System Design OA CFM Airflow ¹	0		System Design Transfer Air CFM	0		Air Filtration per 120.1(c) 141.0(b)2 and 160.2(c)21 ²	
								Provided	
08	09	10	11	12	13	14	15	16	

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Mechanical Systems

CERTIFICATE OF COMPLIANCE		NRCC-MCH-E
Project Name: HUMBOLDT COUNTY REGIONAL FACILITY	Report Page:	(Page 12 of 17)
	Date Prepared:	9/20/2024

J. VENTILATION AND INDOOR AIR QUALITY									
Space Name or Item Tag	Mechanical Ventilation Required per 120.1(c)3 ³ & 160.2(c)3					Exh. Vent per 120.1(c)4 & 160.2(c)4		DCV or Sensor Controls per 120.1(d)3, 120.1(d)5, and 120.1(e)3 ⁶ 160.2(c)5D 160.2(c)5E 160.2(c)5D	
	Occupancy Type ⁴	Conditioned Floor Area (ft ²)	# of Shower heads/ toilets	# of people ⁵	Required Min OA CFM	Required Min CFM	Provided per Design CFM		
55 - DAY ROOM A	Media Center	2624			393.6	0	0	DCV	NA: Not required per §120.1(d)3
								Occ Sensor	NA: Not required space type
17	Total System Required Min OA CFM				394	18	Ventilation for this System Complies?		Yes
04		05			06			07	
System Name	ZONE HV 4	System Design OA CFM Airflow ¹		52	System Design Transfer Air CFM		0	Air Filtration per 120.1(c) 141.0(b)2 and 160.2(c)21 ²	
								Provided	
08	09	10	11	12	13	14	15	16	
Space Name or Item Tag	Mechanical Ventilation Required per 120.1(c)3 ³ & 160.2(c)3					Exh. Vent per 120.1(c)4 & 160.2(c)4		DCV or Sensor Controls per 120.1(d)3, 120.1(d)5, and 120.1(e)3 ⁶ 160.2(c)5D 160.2(c)5E 160.2(c)5D	
	Occupancy Type ⁴	Conditioned Floor Area (ft ²)	# of Shower heads/ toilets	# of people ⁵	Required Min OA CFM	Required Min CFM	Provided per Design CFM		
15 - VOCATIONAL TRAINING	Media Center	1760			264	0	0	DCV	NA: Not required per §120.1(d)3
								Occ Sensor	NA: Not required space type
17	Total System Required Min OA CFM				264	18	Ventilation for this System Complies?		Yes
04		05			06			07	
System Name	ZONE HV 7	System Design OA CFM Airflow ¹		0	System Design Transfer Air CFM		0	Air Filtration per 120.1(c) 141.0(b)2 and 160.2(c)21 ²	
								Provided	
08	09	10	11	12	13	14	15	16	

Generated Date/Time:

Documentation Software: EnergyPro

CERTIFICATE OF COMPLIANCE		NRCC-MCH-E
Project Name: HUMBOLDT COUNTY REGIONAL FACILITY	Report Page:	(Page 13 of 17)
	Date Prepared:	9/20/2024

J. VENTILATION AND INDOOR AIR QUALITY									
Space Name or Item Tag	Mechanical Ventilation Required per 120.1(c)3 ³ & 160.2(c)3					Exh. Vent per 120.1(c)4 & 160.2(c)4		DCV or Sensor Controls per 120.1(d)3, 120.1(d)5, and 120.1(e)3 ⁶ 160.2(c)5D 160.2(c)5E 160.2(c)5D	
	Occupancy Type ⁴	Conditioned Floor Area (ft ²)	# of Shower heads/toilets	# of people ⁵	Required Min OA CFM	Required Min CFM	Provided per Design CFM		
33 - RECREATION	Media Center	1254			188.1	0	0	DCV	NA: Not required per §120.1(d)3
								Occ Sensor	NA: Not required space type
17	Total System Required Min OA CFM				188	18	Ventilation for this System Complies?		Yes

¹ FOOTNOTES: System CFM should include both mechanical and natural ventilation for the zone/system

² Air filtration requirements apply to the following three system types per 120.1(c)1A: space conditioning systems utilizing ducts to supply air to occupiable space; supply-only ventilation systems providing outside air to occupiable space; supply side of balanced ventilation systems including heat recovery and energy recovery ventilation systems providing outside air to occupiable space.

³ Uniform Mechanical Code may have more stringent ventilation requirements; the most stringent code requirement takes precedence.

⁴ See Standards Tables 120.1-A and 120.1-B.

⁵ For lecture halls with fixed seating, the expected number of occupants shall be determined in accordance with the California Building Code.

⁶ 120.2(e)3 requires systems serving rooms that are required by 130.1(c) to have lighting occupancy sensing controls to also have occupancy sensing zone controls for ventilation.

Examples of spaces which require lighting occupancy sensors include offices 250ft² or smaller, multipurpose rooms less than 1,000 ft², classrooms, conference rooms, restrooms, aisles and open areas in warehouses, library book stack aisles, corridors, stairwells, parking garages, and loading and unloading zones, unless excepted by 130.1(c).

K. TERMINAL BOX CONTROLS
<i>This section does not apply to this project.</i>

L. DISTRIBUTION (DUCTWORK and PIPING)		
<i>This table is used to show compliance with mandatory pipe insulation requirements found in 120.3 and mandatory requirements found in 120.4(g) for duct sealing.</i>		
01	<input type="checkbox"/>	Insulation shall be protected from damage, including that due to sunlight, moisture, equipment maintenance, and wind. Insulation exposed to weather shall be installed with a cover suitable for outdoor service. Insulation covering chilled water piping and refrigerant suction piping located outside the conditioned space shall have a Class I or Class II vapor retarder. All penetrations and joints of which shall be sealed.

CERTIFICATE OF COMPLIANCE		NRCC-MCH-E
Project Name: HUMBOLDT COUNTY REGIONAL FACILITY	Report Page:	(Page 14 of 17)
	Date Prepared:	9/20/2024

L. DISTRIBUTION (DUCTWORK and PIPING)**Duct Leakage Testing**

The answers to the questions below apply to the following duct systems:	ZONE AC 1	NR/ Common Use: Duct leakage testing shall not exceed 6% per NA7.5.3 required for these systems?	No
		Dwelling Units: Total duct leakage of duct system shall not exceed 12% or duct system to outside shall not exceed 6% per RA3.1.4 required for systems?	No
		Duct leakage testing per CMC Section 603.10.1 required for these systems?	Yes
11	No	The scope of the project includes only duct systems serving healthcare facilities	
12	Yes	Duct system provides conditioned air to an occupiable space for a constant volume, single zone, space-conditioning system.	
13	Yes	The space conditioning system serves less than 5,000 ft ² of conditioned floor area.	
14	No	The <u>combined</u> surface area of the ducts is more than 25% of the total surface area of the entire duct system:	
15		The scope of the project includes extending an existing duct system, which is constructed, insulated or sealed with asbestos.	
16	No	The scope of the project includes an existing duct system that is documented to have been previously sealed as confirmed through field verification and diagnostic testing in accordance with procedures in the Reference Nonresidential Appendix NA2.	
17		All Ductwork and plenums with pressure class ratings shall be constructed to Seal Class A	
18		All ductwork is an extension of an existing duct system	
19		Ductwork serving individual dwelling unit	
20		< 25 ft of new or replacement space conditioning ducts installed	
21	R-8	Duct Insulation R-value	
22			
23			

M. COOLING TOWERS

This section does not apply to this project.

CERTIFICATE OF COMPLIANCE		NRCC-MCH-E
Project Name: HUMBOLDT COUNTY REGIONAL FACILITY	Report Page:	(Page 15 of 17)
	Date Prepared:	9/20/2024

N. DECLARATION OF REQUIRED CERTIFICATES OF INSTALLATION

Selections have been made based on information provided in previous tables of this document. If any selection needs to be changed, please explain why in Table E Additional Remarks. These documents must be provided to the building inspector during construction and can be found online at https://www.energy.ca.gov/title24/2019standards/2019_compliance_documents/Nonresidential_Documents/NRCI/

Form/Title
NRCI-MCH-01-E - Must be submitted for all buildings

O. DECLARATION OF REQUIRED CERTIFICATES OF ACCEPTANCE

Selections have been made based on information provided in previous tables of this document. If any selection needs to be changed, please explain why in Table E Additional Remarks. These documents must be provided to the building inspector during construction and can be found online at https://www.energy.ca.gov/title24/2019standards/2019_compliance_documents/Nonresidential_Documents/NRCA/

Form/Title	Systems/Spaces To Be Field Verified
NRCA-MCH-02-A - Outdoor Air must be submitted for all newly installed HVAC units. Note: MCH-02-A can be performed in conjunction with MCH-07-A Supply Fan VFD Acceptance (if applicable) since testing activities overlap.	RX12WMVJU9; GH 2600CFM; GH 2000CFM; GH 1600CFM;
NRCA-MCH-03-A - Constant Volume Single Zone HVAC NOTE: This form does not automatically move to "Yes". If Constant Volume Single Zone HVAC Systems are included in the scope, permit applicant should move this form to "Yes".	RX12WMVJU9; GH 2600CFM; GH 2000CFM; GH 1600CFM;
NRCA-MCH-11-A Automatic Demand Shed Controls	RX12WMVJU9; GH 2600CFM; GH 2000CFM; GH 1600CFM;
NRCA-MCH-18-A Energy Management Control Systems	RX12WMVJU9; GH 2600CFM; GH 2000CFM; GH 1600CFM;

P. DECLARATION OF REQUIRED CERTIFICATES OF VERIFICATION

There are no NRCV forms required for this project.

CERTIFICATE OF COMPLIANCE		NRCC-MCH-E
Project Name: HUMBOLDT COUNTY REGIONAL FACILITY	Report Page:	(Page 16 of 17)
	Date Prepared:	9/20/2024

Q. MANDATORY MEASURES DOCUMENTATION LOCATION


This table is used to indicate where mandatory measures are documented in the plan set or construction documentation.

01		02
Compliance with Mandatory Measures documented through MCH Mandatory Measures Note Block	Yes	Plan sheet or construction document location
		M-Sheets

CERTIFICATE OF COMPLIANCE		NRCC-MCH-E
Project Name: HUMBOLDT COUNTY REGIONAL FACILITY	Report Page:	(Page 17 of 17)
Project Address: 2004 HARRISON STREET	Date Prepared:	9/20/2024

DOCUMENTATION AUTHOR'S DECLARATION STATEMENT


I certify that this Certificate of Compliance documentation is accurate and complete.

Documentation Author Name: Nathaniel Warfield	Documentation Author Signature: 
Company: Frontier Consulting Engineering, Inc.	Signature Date: 2024-09-20
Address: 2727 Bechelli Lane	CEA/ HERS Certification Identification (if applicable):
City/State/Zip: Redding California 96002	Phone: (530) 232-6160

RESPONSIBLE PERSON'S DECLARATION STATEMENT

I certify the following under penalty of perjury, under the laws of the State of California:

- The information provided on this Certificate of Compliance is true and correct.
- I am eligible under Division 3 of the Business and Professions Code to accept responsibility for the building design or system design identified on this Certificate of Compliance (responsible designer)
- The energy features and performance specifications, materials, components, and manufactured devices for the building design or system design identified on this Certificate of Compliance conform to the requirements of Title 24, Part 1 and Part 6 of the California Code of Regulations.
- The building design features or system design features identified on this Certificate of Compliance are consistent with the information provided on other applicable compliance documents, worksheets, calculations, plans and specifications submitted to the enforcement agency for approval with this building permit application.
- I will ensure that a completed signed copy of this Certificate of Compliance shall be made available with the building permit(s) issued for the building, and made available to the enforcement agency for all applicable inspections. I understand that a completed signed copy of this Certificate of Compliance is required to be included with the documentation the builder provides to the building owner at occupancy.

Responsible Designer Name: Nathaniel Warfield	Responsible Designer Signature: 
Company: Frontier Consulting Engineers, Inc.	Date Signed: 2024-09-20
Address: 2727 Bechelli Lane	License: M41898
City/State/Zip: Redding California 96002	Phone: (530) 232-6160

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