CHANGE ORDER

OWNER'S REPRESENTATIVE - Humboldt County Public Works • 1106 Second Street • Eureka, CA 95501 • Ph. (707) 445-7493 Fax 445-7409

| PROJECT: | HUMBOLDT COUNTY JUVENILE HALL REPLACEMENT FACILITY |
|----------|--|
| | 2006 Harrison Ave., Eureka, CA 95501 |
| | Project No. 170212 |

| SURETY: | WESTERN SURETY CO. |
|--------------------------------------|---|
| Construction Contract Takeover | C/O: Nancy Stangel 151 North Franklin Street, 17th Floor |
| | Chicago, IL 60606 |

| CHANGE ORDER NO: | 13 |
|---------------------------|------------|
| Date: | 8/31/2021 |
| Original Completion Date: | 8/16/2018 |
| Current Completion Date: | 11/03/2020 |
| Revised Completion Date: | 12/08/2020 |
| Page: | 1 of 2 |
| Cc: | |

DESCRIPTION of CHANGE:

| FO No. | CP No. | Description | Days | Amount |
|-----------|----------------|--|------|---------------|
| 104.0 | 135.2 146.0 | Per Field Order 104.0: Work generally includes, but is not limited to, the removal of existing flooring and base assemblies at the ground floor and second level of the Probation Building, which includes hazardous materials abatement, removal, and disposal. Work also includes the replacement of flooring and base assemblies with new underlayment, carpet, linoleum, and base. | 35 | \$ 179,519.47 |
| N/A | 144.0 | All work to provide and install two (2) C8x11.5 channels to support the concrete beam in Probation Building Mechanical Room P202, as described in RFI 558.0 Response. | 0 | \$ 3,192.63 |
| N/A | 148.0 | All work to add curb to reinforce exposed footing in Recreation Yard 3, as described in RFI 375.0 response. | 0 | \$14,751.02 |
| | | TOTAL | 35 | \$ 197,463.12 |

ADJUSTMENT of CONTRACT SUM

ADJUSTMENT of CONTRACT TIME

| Original Contract Sum: | \$ 15,338,000.00 | Takeover Orig. Completion Date: _ | 8/30/2020 |
|-----------------------------|---------------------|--------------------------------------|------------|
| Prior Adjustments: | \$ 240,944.35 | Prior Adjustments (days): | 65 |
| Contract Sum Prior to This | | Completion Date Prior to This | |
| Change: | \$ 15,578,944.35 | Change: | 11/03/2020 |
| Adjustment for This Change: | \$ 197,463.12 | Adjustment for This Change (days): _ | 35 |
| Revised Contract Sum: | \$ 15,776,407.47 | Revised Completion Date: | 12/08/2020 |

Date

Western agrees to make the above-described changes in accordance with the terms hereof. This Change Order and the above-referenced amount covers and includes full compensation and all schedule impacts to Western, and to the Completion Contractor (Hal Hays Construction, Inc.) and its subcontractors, of any tier, for all costs, impacts, damages, and/or claims associated with this Change Order, including, without limitation, all claims for additional adjustments to Contract Price and Contract Time arising from or related to this Change Order. Western represents and acknowledges that it reserves no rights with respect to any costs, damages, delays, impacts, or other claims associated with or arising from this Change Order, and further, Western agrees and represents that Western, the Completion Contractor (Hal Hays Construction, Inc.) and its subcontractors, of any tier, have no other or further claims for costs, damages, delays and/or impacts arising from the changes described above that are not full resolved and released through this Change Order.

| ARCHITECT Recommended by: | OWNER'S REPRESENTATIVE Recommended by: | |
|--|--|------------|
| Deven Carter Digitally signed by Deven Carter Dis-C-US, E-carter@mndesign.com, O=NMR Architects, ON=Deven Carter Dis-2021.09.14 15:43:11-0700' | Millen | 2021-10-18 |
| Date | | Date |
| WESTERN SURETY CO. Accepted by: Patrick Weller Dignally signed by Patrick Weller Dig Call, Expressed glighed com: O=JS Held, OU=Surety, CN=Patrick Weller Deals, OZ=C20 (0.9.14 L975-0700") | OWNER Approved by: | |

Public Works Director

Date

FIELD ORDER 104.0

FIELD ORDER

OWNER'S REPRESENTATIVE - Humboldt County Public Works • 1106 Second Street • Eureka, CA 95501 • Ph. (707) 445-7493 Fax 445-7409

| PROJECT: | HUMBOLDT COUNTY JUVENILE HALL REPLACEMENT FACILITY |
|--------------------------------------|---|
| | 2006 Harrison Ave., Eureka, CA 95501 Project No. 170212 |
| To: | |
| SURETY: | WESTERN SURETY CO. |
| Construction Contract Takeover | C/O: Nancy Stangel PO Box 5077 Sioux Falls, SD 57117-5077 |
| | |

| FIELD ORDER NO: | 104.0 |
|-----------------|------------|
| Date: | 08/23/2021 |

| Adj. of Contract Sum: | \$179,519.47 |
|------------------------|--------------------|
| Adj. of Contract Time: | 35 Calendar Days |
| Related Docs.: | CP 146.0, CP 135.2 |
| Cc: | |
| | |

SUBJECT: CP-135.2 & CP-146.0: REMOVE & REPLACE FLOOR and BASE

You are hereby authorized to proceed with the work and provide the labor, material and equipment necessary to incorporate the work as outlined in the attached Cost Proposals and Description of Work below. The Owner's Representative and the Architect have reviewed the referenced documentation and have determined the work described therein to be essential. All costs will be compensated on a Lump Sum basis.

DESCRIPTION OF WORK:

Proceed with the work described in CP 146.0 to remove existing flooring and base assemblies at ground floor and second level, including hazardous materials abatement, removal, and disposal. Also, per CP 135.2 with added clarifications (attached), replace flooring and base assemblies with new underlayment, carpet, linoleum, and base as described in CP 135.2. Compensation will be in the lump sum amount of \$179,519.47 per the accepted Adjustment of Contract Sums contained in Cost Proposals 135.2 and 146.0. It is agreed that the time extension for all aforementioned work is 35-calendar-days.

| ATTACHMENTS Accepted CP 13 | | 5.0 | | |
|----------------------------|---------|----------|---|------------------------------|
| Surety: | Patrick | « Weller | Digitally signed by Patrick Weller DN: C=US, E=pweller@sheld.com, O=JS Held Reason: Authorized Representative Date: 2021.08.26 13:41:27-07'00' | OU=Surety, CN=Patrick Weller |
| Western Surety Co. | // | Name / | / Title | Date |
| Recommended By: | XXVI | n faite | Project Architect | 8/23/2021 |
| Architect | | Name | Title | Date |
| Approved By: | More | A. 1/2 | - Vicector | 8/3,12/ |
| Director of Public W | orks | Name | Title | Date |

COST PROPOSAL 135.2



08/35/2021

TJ Glenn Humboldt County 1106 2nd Street Eureka, CA 95501

Re: Humboldt County Juvenile Hall Replacement Facility

Project No. 170212

Subject: Cost Proposal 135.2 - Probation Flooring

Dear TJ,

We recommend approving Cost Proposal 135.2 submitted for a cost of \$111,088.98 and a 35 day adjustment to the contract time. The work indicated in the cost proposal is consistent with the direction provided in the request for cost proposal.

Regards,

Deven Carter, Architect

Nichols, Melburg & Rossetto Architects 530-222-3300 / carter@nmrdesign.com

Department of Public Works Representative Use Only

COST PROPOSAL RESPONSE:

Cost Proposal approved as identified above.
Cost Proposal rejected as identified above.
Cost Proposal approved as identified below.

Cost Proposal rejected as identified below.

Initial: Representative's Remarks:

Date: 2021-08-1

COST PROPOSAL

OWNER'S REPRESENTATIVE - Humboldt County Public Works • 1106 Second Street • Eureka, CA 95501 • Ph. (707) 445-7493 Fax 445-7409

| PROJECT: | HUMBOLDT COUNTY JUVENILE HALL REPLACEMENT FACILITY |
|--|--|
| | 2006 Harrison Ave., Eureka, CA 95501 Project No. 170212 |
| From: | |
| SURETY: Construction Contract Takeover | WESTERN SURETY CO. C/O: Nancy Stangel 151 North Franklin St, 17 th Floor |
| | Chicago, IL 60606 |

| COST PROPOSAL NO: | 135.2 |
|--|--------------|
| Date: | 8/18/2021 |
| RFCP No: | |
| RFI No.: | |
| LOI No.: | |
| Adjustment of Contract Sum: | \$111,088.98 |
| Adjustment of Contract Time (Calendar Days): | 35 |

SUBJECT: Probation Building Flooring

INSTRUCTIONS:

- 1) Complete this form by providing (a) all information required above, (b) the amount and justification base on the Contract Schedule for an adjustment of Contract Time, (c) the proposed adjustment of Contract Sum.
- 2) Attach detailed cost breakdowns for all materials, wages and salaries, and fringe benefits and payroll taxes.
- 3) The Fee shall be computed on the cost of Extra Work only; and shall constitute full compensation for all costs and expenses directly and indirectly related to the subject change.

DESCRIPTION OF CHANGE: (Include justification of adjustment in Contract Time based upon the Contract Schedule)

The changes on per CP 135.2 includes, but is not limited to the below:

- 1. Furnish and install Forbo Marmoleum, style Vivace color Donkey Island; to be installed with heat welded seams as indicated in floor plan. 6" integral cove to be installed only at restrooms (P130, P131, P127, P226, P230, P228 and restroom next to P212). All other areas shall have 4" rubber wall base.
- 2. Furnish and install carpet tile as indicated in floor plan. This includes a 4"-eove base. The carpet material can be Philly Chain Reaction J0115 2'x2', 00703 Sequence carpet tile or Philly Area carpet tile. INCL. NO TOE RUBBER BASE AS
- 3. Furnish and install Burke Black stair treads for the south staircase.

SHOWN IN SUB-CONTRACTOR

- 4. Furnish and install $\frac{1}{4}$ " underlayment for all new flooring on the 2^{nd} floor.
- PROPOSAL DRAWING (see p

- 5. Furnish 2% attic stock on carpet tile.
- 6. CARPET TILE COLOR AND PATTERN TO BE DETERMINED BY HUMBOLDT COUNTY PROBATION DEPT.

Clarifications:

- 1. Mechanical Room P202 is included in original contract scope for HHCI and will have linoleum installed per plans.
- 2. HHCI shall coordinate and ensure that the substrate for new flooring is free of any residue after abatement.
- 3. The Burke black stair treads are only included for the south staircase.
- 4. Staircase landings at both stairways shall have linoleum installed.
- 5. ALL FLOOR SURFACES AND TRANSITIONS TO BE ADA COMPLIANT (LESS THAN 1/4" HT.)

This change order proposal excludes Demo of any kind to include removal of materials containing asbestos, Treatment of concrete for moisture emission rates beyond the manufacturer's limits, removal of existing furniture.

Surety is forwarding this proposal in its capacity as Surety and it is not assuming any obligations or liabilities beyond those set forth in the Bonds. Surety has not verified or certified any of the information contained herein

Submitted By:

Western Surety Co.

Name

Digitally signed by Patrick Weller
PN: C-US. E-pweller@jsheld.com, O-JS Held, OU-Surety. CN-Patrick Weller
Reason: Authorized Representative
Date: 2021.08.19 09:14:58-07'00'

Deven Carter

Digitally signed by Deven Carter
Digitally signed by Deven Carter
Digitally signed by Deven Carter
Disc : 2021.08.19 14:04:34-07'00'

Architect

Name

Date

Reviewed By:
Reviewed By:
Public Works

Name

Date



18 August 2021

Mr. Jeff Smith HHCI Letter No.: 16135-CP#135.2

Humboldt County Department of Public Works

1106 Second Street Sent via Email:
Eureka, CA 95501 jeff@lendersconstructionservices.com

Project: HHCI Job #16135 - Humboldt County Juvenile Hall Replacement Facility, Project #170212

Subject: Probation Building Flooring

Dear Mr. Smith,

Cost Proposal 135.2 includes the cost to furnish and install additional flooring in the probation Building. Hence, pursuant to Specification Section 01-35-00, Modification Procedures, of our contract, this letter shall serve as our written request that a Change Order be issued for this extra work. Please see attached flooring plan showing the details of flooring materials proposed.

The changes on per CP 135.2 includes, but is not limited to the below:

- 1. Furnish and install Forbo Marmoleum, style Vivace color Donkey Island; to be installed with heat welded seams as indicated in floor plan. 6"integral cove to be installed only at restrooms (P130, P131, P127, P226, P230, P228 and restroom next to P212) and all other areas shall have 4" rubber wall base.
- 2. Furnish and install carpet tile as indicated in floor plan. This includes a 4"-eove-base. The carpet material can be Philly Chain Reaction J0115 2'x2', 00703 Sequence carpet tile or Philly Area carpet tile.
- 3. Furnish and install Burke Black stair treads for the south staircase.
- 4. Furnish and install 1/4" underlayment for all new flooring on the 2nd floor.
- 5. Furnish 2% attic stock on carpet tile.

Clarifications:

- 1. Mechanical Room P202 is included in original contract scope for HHCI and will have linoleum installed per plans.
- 2. HHCI shall coordinate and ensure that the substrate for new flooring is free of any residue after abatement.
- 3. The Burke black stair treads are only included for the south staircase.
- 4. Staircase landings at both stairways shall have linoleum installed.

This change order proposal excludes Demo of any kind to include removal of materials containing asbestos, Treatment of concrete for moisture emission rates beyond the manufacturer's limits, removal of existing furniture.

As part of this Cost Proposal 135.2, HHCI requests 35 additional non-compensable calendar days to be added to the current contract completion date. In a show of good faith, HHCI has been working with our abatement subcontractor to file the notification with the AQMD to start abatement prior to the new flooring install. This will ensure there is no further delay in the start of this extra work.

This change to our contract is an increase of \$111,088.98. This proposal is for acceptance within seven days and is subject to change and/or escalation thereafter.

Please reference HHCI CP#135.2 in all future correspondence regarding this matter. Please advise as soon as possible how we are to proceed. If there are any questions, please let me know.

Sincerely,



HAL HAYS CONSTRUCTION, INC.

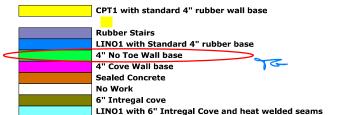
Karun Mani – Operations Manager

Encl: Cost Proposal CP 135.1 Cover Sheet HHCI Backup Documents

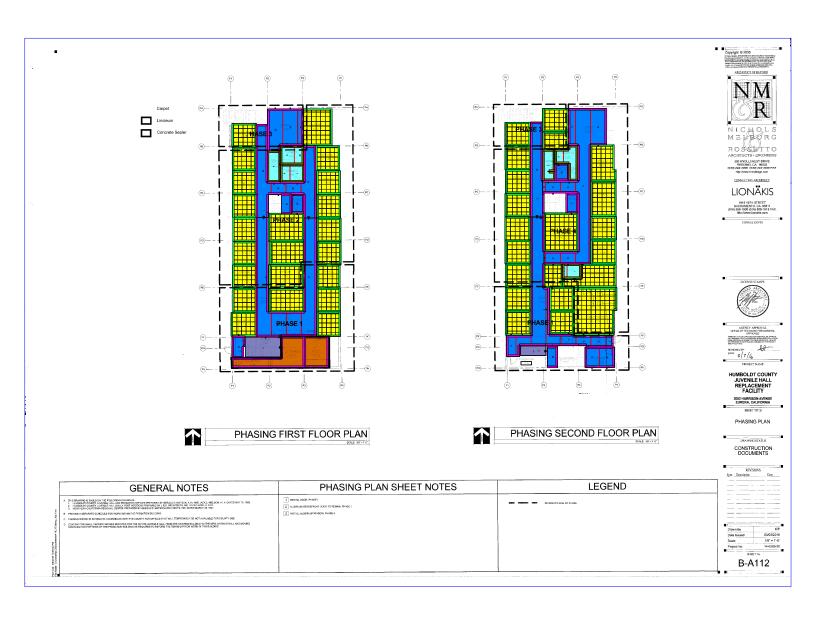
County of Humboldt Probation 18 August 2021 : County of Humboldt Probation 8-18-21

Summary Report

Flooring Soluitions Inc.



Scale 1:500 (original drawing scale 1:95)



| PM | Karun Mani | |
|-------|-------------------|--|
| Phone | 951-205-3343 | |
| Email | kmani@halhaya.aam | |



Hal Hays Construction Inc. 4181 Latham Street Riverside, CA 92501 (951) 788-0703 Phone (951) 788-1517 Fax

| IHCI Project No: | 16135 | _ |
|------------------|-------------|---|
| Cost Proposal: | 135.2 | |
| HHCI Proposal: | | |
| LOI Number: | | |
| Date: | 16-Aug-2021 | |

| Project: | Humboldt County Juvenile Hall Replacement Facility | | | | | | | | | | | |
|-------------|--|------|------------|------|------------|------|----------|---------------|--------------------|----------------|------------------|----------------------|
| Contract #: | 170212 | | | | | | | | | | | |
| Subject: | Probation Flooring | | | | | | | | | | | |
| Agency: | Humboldt County | | | CM: | Jeff Smith | | Phone: | (707) 496-9 | 998 | Email: | jeff@lenderscons | tructionservices.com |
| | | | | l : | abor | I M | laterial | Fai | ipment | I Subco | ntractor | |
| Item No. | Description | UNIT | UOM | Cost | Total | Cost | Total | Cost | Total | Cost | Total | Totals |
| | Probation Flooring | | | | | | | | | | | |
| 1 | Flooring Solutions | | | | | | | | | | | |
| | Install new Flooring per attached floor plan | 1 | LS | | | | | | | \$ 108,191.00 | \$ 108,191.00 | |
| Delete | 12% Subcontractor Profit | 1 | LS | | | | | | | \$ (11,591.89) | \$ (11,591.89) | |
| | | | | | \$ - | | \$ - | | S - | | \$ - | \$ - |
| | | | SUBTOTALS: | | \$ - | | \$ - | | \$ - | | \$ 96,599.11 | \$ 96,599.11 |
| | | | | | | | | Mark-Up | on Labor | | 15.0% | \$0.00 |
| | | | | | | | Ma | rk-Up on Mate | rials & Equipmen | t | 15.0% | \$0.00 |
| | | | | | | | Mark-Up | on Subcontrac | tors (Incl. Sub ma | ark-up) | 15.0% | \$14,489.87 |
| | | | | | | | | Grand Total | of Change Or | der Request | | \$111,088.98 |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |



Flooring Solutions Inc.

Flooring Solutions, Inc. 330 Wright Brothers Ave. Livermore, CA 94551 matt@flooring-solutions.com

Phone 925.294.5200 Fax 925.294.5208

| Proposal Submitte Hal Hayes | Attention Estimator | |
|--------------------------------|-------------------------|----------|
| Street | | |
| City State and Zip | | |
| Architect NM&R | Date of Plans 7-1-20 | Addendum |

| Phone | Fax | Date 8-18-21 | | | | |
|------------------------------------|------------------------------|------------------------|--|--|--|--|
| Job Name | | | | | | |
| County of Humboldt Pro | County of Humboldt Probation | | | | | |
| Job Street | | | | | | |
| 2002 Harrison Ave | | | | | | |
| Job City, State, Zip Eureka, CA | Customer Job # | Proposal # M- | | | | |

We hereby submit specifications and estimates for:

Scope of Work

Furnish & Install the following materials with standard 4" cove wall base. See FSI drawings to verify layout and areas of work. Work performed during normal business hours Monday-Friday in one phase. Includes ¼" flooring grade underlayment on the 2nd floor where new floor coverings are installed. GC will receive all material deliveries and store onsite. Work performed over 4 Weeks with 4 Installers.

NOTE: Abatement by others. No Oil residue left on the slab. Must be clean concrete.

Carpet tile and Wall base: Philly Chain Reaction J0115 2'x2', 00703 Sequence, installed in a direct glue, ¼ turn pattern.

<u>Linoleum:</u> Forbo Marmoleum Vivace, Donkey Island, installed with heat welded seams and 6" integral cove at restrooms only. All other areas installed flat laid with 4" cove.

Sealed Concrete and Wall base: Standard Clear sealed Concrete.

<u>Rubber Stair treads:</u> Standard Black, Raised round one piece stair tread. Includes Grit VI Stripe at Top and Bottom of each run.

<u>Inclusions:</u> Davis Beacon prevailing wage, <u>Cpt tile 2% attic stock</u>, standard floor prep, rubber transitions, One phase.

<u>Exclusions:</u> Union Labor, prebid walk, mock up, multiple phase, schluter transitions, moisture test & remediation, demo, excessive prep, weekends, overtime.

Proposal Inclusions and Exclusions

- 1. Proposal includes sales tax, normal job stocking, 32 man hours standard floor preparation and our one year installation warranty. Work done on jobs over 8 hours will be subject to overtime rates of time and a half.
- 2. Proposal excludes overtime, demo, mock ups, moving furniture and fixtures, moisture remediation, underlayment, excessive prep, vacuuming, washing, protective coverings, moisture testing and protection.
- 3. Additional floor preparation will be billed at \$165 per man hour plus materials for excessive prep.
- 4. Flooring Solutions will use flooring subcontractors on all projects.

Conditions of Proposal

- Proposal is subject to credit review and approval.
 This proposal may be withdrawn if not accepted in 30 days.
- Payment terms are deposit. Balance paid at completion. Deposit based on Customer credit score.
- Customer will be responsible for any costs or fees incurred in the collection of any past due invoices, including attorney fees and that past due
- invoices are subject to a 1.5% month finance charge.

 5. Any deviation from the specified scope of work involving extra costs will only be done with a written change order from the customer and will be billed as an extra change order.
- All work to be completed in a professional manner according to industry standard practices.
- 7. Our workers are fully covered by Worker's Compensation and Liability insurance.

Contract License #: 608728 Expire Date : 01/31/2023

We Propose hereby to furnish materials and labor, Complete in accordance with above specifications, for the SUM of:

Base bid: \$128,257.00

| Signature | Matt | Cholon | |
|-----------|-------|-----------|--|
| Signature | WILLL | (TURURII. | |

| Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby ACCEPTED. You are authorized to do the work as specified. | | | | |
|---|-------|--------|-------|--|
| Customer: | Title | Signed | Date: | |





Print Name

CHANGE ORDER

<u>NORTH COAST OFFICE</u> 2510 Broadway Eureka, CA 95501 Tel (707) 445-1805 Fax (707) 445-3545 CA Contractors License #808031

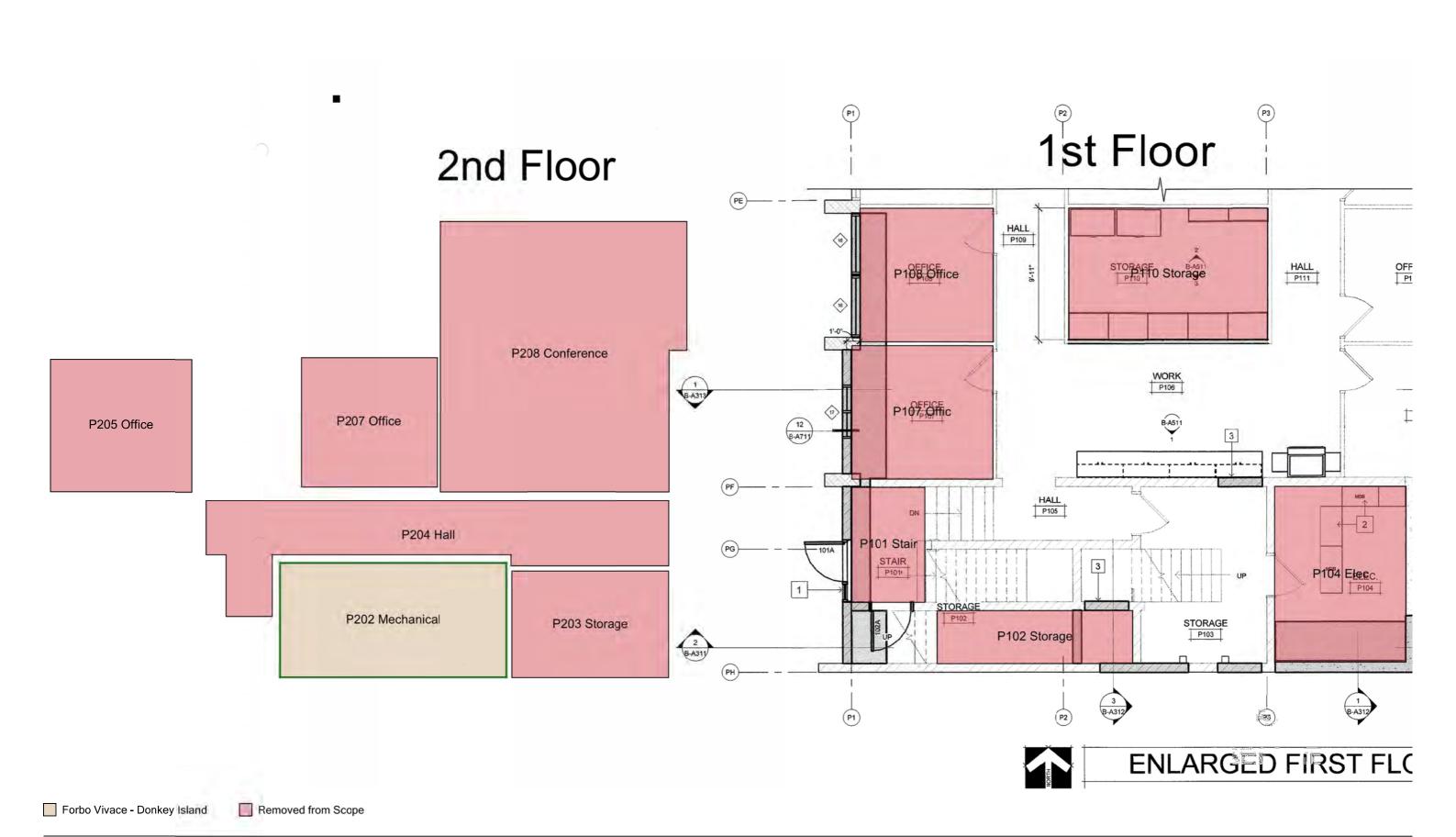
| 4181 Lath | am Str | reet PROJECT: | Humb. Co I | Probation |
|------------|---------|--|--------------|----------------|
| Riverside, | CA 92 | 2501 CONTRACT # | CX015109 | |
| | | | | |
| QTY | UM | DESCRIPTION | RATE | AMOU |
| 1 | EA | Remove flooring and labor in the Probation Building with the | -\$20,066.00 | (\$20,066 |
| | | exception of the flooring and labor in Room P202 which will | | |
| | | remain in our scope of work. | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | CONTRACT TOTAL: | | \$170, |
| | | COQ TOTAL: | | (\$20, |
| | | GRAND TOTAL: | | \$150, |
| | | | • | |
| | | | | |
| | | | | |
| | | | | |
| Authorized | l Signa | ture | | |

North Coast Floor & Tile Representative

Date

Room Plan

Probation combined



COST PROPOSAL 146.0



08/20/2021

TJ Glenn Humboldt County 1106 2nd Street Eureka, CA 95501

Re: Humboldt County Juvenile Hall Replacement Facility

Project No. 170212

Subject: Cost Proposal 146.0 – Probation Building Flooring Abatement

Dear TJ,

We recommend approving Cost Proposal 146.0 submitted for a cost of \$68,430.49 and no adjustment to the contract time at this time. The work indicated in the cost proposal is consistent with the direction provided in the request for cost proposal.

Regards,

Kyle Matti, Architect

Nichols, Melburg & Rossetto Architects 530-222-3300 / matti@nmrdesign.com

Department of Public Works Representative Use Only

COST PROPOSAL RESPONSE:

Cost Proposal approved as identified above.
Cost Proposal rejected as identified above.
Cost Proposal approved as identified below.
Cost Proposal rejected as identified below.

Initial: Representative's Remarks:

Date:

2021-08-23

COST PROPOSAL

OWNER'S REPRESENTATIVE - Humboldt County Public Works • 1106 Second Street • Eureka, CA 95501 • Ph. (707) 445-7493 Fax 445-7409

| PROJECT: | HUMBOLDT COUNTY JUVENILE HALL REPLACEMENT FACILITY |
|-----------------------------------|---|
| | 2006 Harrison Ave., Eureka, CA 95501 Project No. 170212 |
| From: | |
| SURETY: | WESTERN SURETY CO. |
| Construction Contract Takeover | C/O: Nancy Stangel 151 North Franklin St, 17 th Floor Chicago, IL 60606 |

| COST PROPOSAL NO: | 146.0 |
|--|-------------|
| Date: | 8/9/2021 |
| RFCP No: | |
| RFI No.: | |
| LOI No.: | |
| Adjustment of Contract Sum: | \$68,430.49 |
| Adjustment of Contract Time (Calendar Days): | TBD |

SUBJECT: Probation Building Flooring Abatement

INSTRUCTIONS:

- 1) Complete this form by providing (a) all information required above, (b) the amount and justification base on the Contract Schedule for an adjustment of Contract Time, (c) the proposed adjustment of Contract Sum.
- 2) Attach detailed cost breakdowns for all materials, wages and salaries, and fringe benefits and payroll taxes.
- 3) The Fee shall be computed on the cost of Extra Work only; and shall constitute full compensation for all costs and expenses directly and indirectly related to the subject change.

DESCRIPTION OF CHANGE: (Include justification of adjustment in Contract Time based upon the Contract Schedule)

Cost Proposal for the changed scope of work is per the County's request. The changes included in this cost proposal are including, but not limited to:

1) Abatement of flooring in 1st floor & 2nd floor of probation building.

Exclusions: Removal of existing furniture, new flooring, abatement of anything other than flooring.

Surety is forwarding this proposal in its capacity as Surety and it is not assuming any obligations or liabilities beyond those set forth in the Bonds. Surety has not verified or certified any of the information contained herein

| Submitted By: | Patrick Weller | Digitally signed oy Patrick Weller DN: C=US, E=pweller@jsheld.com, O=JS Held, OU=Surety, CN=Patrick Weller Reason: Authorized Representative Date: 2021.08.11 11:43:51-07'00' |
|--------------------|----------------|--|
| Western Surety Co. | Name | Date |
| Reviewed By: | Kyle Matti | Digitally signed by Kyle Matti DN: C=US, E=matti@nmrdesign.com, O="Nichols, Melburg & Rossetto", CN=Kyle Matti Date: 2021.08.20 13:00:13-07'00' |
| Architect | Name | Date |
| Reviewed By: | Mullin | 2021-08-23 |
| Public Works | Name | Date |



9 August 2021

Mr. Jeff Smith Humboldt County Department of Public Works 1106 Second Street Eureka, CA 95501 HHCI Letter No.: 16135-CP#146.0

Sent via Email:

jeff@lendersconstructionservices.com

Project: HHCI Job #16135 - Humboldt County Juvenile Hall Replacement Facility, Project #170212

Subject: Probation Building Flooring Abatement.

Dear Mr. Smith,

Cost Proposal 146.0 includes the cost for change to perform flooring abatement in 1st floor & 2nd floor of Probation building per County's request. Hence, pursuant to Specification Section 01-35-00, Modification Procedures, of our contract, this letter shall serve as our written request that a Change Order be issued for this extra work.

The changes on per CP 146.0 includes, but is not limited to the below:

1. Abatement of flooring in 1st floor & 2nd floor of probation building.

Exclusions: Removal of existing furniture, new flooring, abatement of anything other than flooring.

This change to our contract is an increase of \$68,430.49 This proposal is for acceptance within seven days and is subject to change and/or escalation thereafter.

Please reference HHCI CP#146.0 in all future correspondence regarding this matter. Please advise as soon as possible how we are to proceed. If there are any questions, please let me know.

Sincerely,



HAL HAYS CONSTRUCTION, INC.

Karun Mani – Operations Manager

Encl: Cost Proposal CP 146.0 Cover Sheet HHCI Backup Documents

| PM | Karun Mani |
|-------|-------------------|
| Phone | 951-205-3343 |
| Email | kmani@halhays.com |



Hal Hays Construction Inc.

4181 Latham Street Riverside, CA 92501 (951) 788-0703 Phone (951) 788-1517 Fax

| HHCI Project No: | 16135 | |
|------------------|-------|--|
| Cost Proposal: | 146.0 | |
| HHCI Proposal: | | |
| LOI Number: | | |
| Data | 0.4 | |

| | | | LIC# A-6 | 667560 | RIVERSIDE,CA. | | (951) 788-1517 Fa | x | Da | ite: | 9-Aug-2021 | |
|--------------|--|----------|-----------|---------------|---------------|--|-------------------|------------------|---------------------|---------------|------------------|----------------------|
| | | | | | | | | | | | | |
| Project: | Humboldt County Juvenile Hall Replacement Facility | | | | | | | | | | | |
| Contract #: | 170212 | | | | | | | | | | | |
| Subject: | Probation Building Flooring Abatement | | | | | | | | | | | |
| Agency: | Humboldt County | | | CM | : Jeff Smith | | Phone | : (707) 496-99 | 998 | Email: | jeff@lenderscons | tructionservices.com |
| II a sa Ni a | Possitifier. | LINUT | 11014 | L | abor | l N | 1aterial | Equ | uipment | Subco | ntractor | T-1-1- |
| Item No. | Description | UNIT | UOM | Cost | Total | Cost | Total | Cost | Total | Cost | Total | Totals |
| | North Canopy Structural Steel per RFI 336.0 | | | | | | | | | | | |
| 1 | Infinity Abatement | | | | | | | | | | | |
| | Abatement of flooring in 1st & 2nd floor of probation building | 1 | LS | | | | | | | \$62,480.00 | \$ 62,480.00 | |
| Delete | 5% Subcontractor Mark up | 1 1 | LS | | | | | | | \$ (2,975.23) | \$ (2,975.23) | |
| | | <u> </u> | SUBTOTALS | <u> </u> : | | <u> </u> | \$ - | | \$ - | | \$ 59,504.77 | \$ 59,504.77 |
| | | | | | | | | Mark-Up | on Labor | | 15.0% | \$0.00 |
| | | | | | | | N | Mark-Up on Mate | rials & Equipment | : | 15.0% | \$0.00 |
| | | | | | | | Mark-U | Jp on Subcontrac | ctors (Incl. Sub ma | ark-up) | 15.0% | \$8,925.72 |
| | | | | | | | | Grand Total | of Change Or | der Request | | \$68,430.49 |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |

Infinity Abatement Services



19215 Snowburst Ct. Redding Ca. 96003 Phone (530)605-8850 Fax (530)222-8080 Calif. License #883918 DOSH #1001 DIR#1000003246



To- Humboldt County Public Works 901 2nd Street Eureka Ca 95501 Attn- Wiley Buck

Reference- Probation Dept. 2002 Harrison Ave. Eureka Ca. 95501 - asbestos flooring removal from main Building

Infinity Abatement Services will remove and dispose of the flooring from the following areas (total approx. 8600 sq ft)-

1st Floor-

-All linoleum and floor tiles /mastic under the Linoleum

2nd floor-

-All floor tiles/mastic with wood sub floor

Price - \$62,480.00

- *Price includes- waste disposal, insurance, and personal sampling.
- *Price includes prevailing wage rates
- *All workers will have current Medical exam and asbestos/lead training.

- *All local, state and federal laws will be followed
- *Owner to supply power and water
- *Exclusions- replacement, Final/area air sampling (not a requirement in California)

Joe Nixt/Owner 5/20/21

COST PROPOSAL 144.0



07/28/2021

TJ Glenn **Humboldt County** 1106 2nd Street Eureka, CA 95501

Re: **Humboldt County Juvenile Hall Replacement Facility** Project No. 170212

Subject: Cost Proposal 144.0 – Concrete Beam Channels

Dear TJ,

We recommend approving Cost Proposal 144.0 submitted for a cost of \$3,192.63 and without adjustment to the contract time. The work indicated in the cost proposal is consistent with the direction provided in RFI response 558.0.

Regards,

Deven Carter, Architect

Nichols, Melburg & Rossetto Architects 530-222-3300 / carter@nmrdesign.com

Department of Public Works Representative Use Only

COST PROPOSAL RESPONSE:

Cost Proposal approved as identified above. Cost Proposal rejected as identified above. Cost Proposal approved as identified below. Cost Proposal rejected as identified below.

Date:

2021-07-28

Representative's Remarks:

Initial:

COST PROPOSAL

OWNER'S REPRESENTATIVE - Humboldt County Public Works • 1106 Second Street • Eureka, CA 95501 • Ph. (707) 445-7493 Fax 445-7409

| PROJECT: | HUMBOLDT COUNTY JUVENILE HALL REPLACEMENT FACILITY |
|-----------------------------------|---|
| | 2006 Harrison Ave., Eureka, CA 95501 Project No. 170212 |
| From: | |
| SURETY: | WESTERN SURETY CO. |
| Construction Contract Takeover | C/O: Nancy Stangel 151 North Franklin St, 17 th Floor Chicago, IL 60606 |

| COST PROPOSAL NO: | 144.0 |
|--|------------|
| Date: | 7/27/2021 |
| RFCP No: | |
| RFI No.: | 558.0 |
| LOI No.: | |
| Adjustment of Contract Sum: | \$3,192.63 |
| Adjustment of Contract Time (Calendar Days): | 0 |

SUBJECT: RFI 558.0 P202 Mechanical Room Concrete Beam INSTRUCTIONS:

- 1) Complete this form by providing (a) all information required above, (b) the amount and justification base on the Contract Schedule for an adjustment of Contract Time, (c) the proposed adjustment of Contract Sum.
- 2) Attach detailed cost breakdowns for all materials, wages and salaries, and fringe benefits and payroll taxes.
- 3) The Fee shall be computed on the cost of Extra Work only; and shall constitute full compensation for all costs and expenses directly and indirectly related to the subject change.

DESCRIPTION OF CHANGE: (Include justification of adjustment in Contract Time based upon the Contract Schedule)

Cost Proposal for the changed scope of work is per the County's response to RFI 558.0. The changes included in this cost proposal are including, but not limited to:

1) Add (2) C8x11.5 Channels to support the concrete beam in P202 Mechanical Room.

Surety is forwarding this proposal in its capacity as Surety and it is not assuming any obligations or liabilities beyond those set forth in the Bonds. Surety has not verified or certified any of the information contained herein

| Submitted By: | Patrick Weller | Digitally signed by Patrick Weller DN: C=US, E=pweller@jsheld.com, O=JS Held, OU=Surety, CN=Patrick Weller Reason: Authorized Representative Date: 2021.07.27 20:53:42-07'00' |
|--------------------|----------------|--|
| Western Surety Co. | Name | Date |
| Reviewed By: | Deven Carter | Digitally signed by Deven Carter DN: C=US, E=carter@nmrdesign.com, O=NMR Architects, CN=Deven Carter Date: 2021.07.28 11:45:10-07'00' |
| Architect | Name | Date |
| Reviewed By: | Millen | 2021-07-28 |
| Public Works | Name | Date |



27 July 2021

Mr. Jeff Smith Humboldt County Department of Public Works 1106 Second Street Eureka, CA 95501 HHCI Letter No.: 16135-CP#144.0

Sent via Email:

jeff@lendersconstructionservices.com

Project: HHCI Job #16135 - Humboldt County Juvenile Hall Replacement Facility, Project #170212

Subject: Add (2) C8x11.5 Channels to support the concrete beam in P202 Mechanical room per

RFI 558.0

Dear Mr. Smith,

Cost Proposal 144.0 includes the cost for change in design per RFI 558.0 response for adding (2) C8x11.5 Channels to support the concrete beams in the P202 Mechanical Room. Hence, pursuant to Specification Section 01-35-00, Modification Procedures, of our contract, this letter shall serve as our written request that a Change Order be issued for this extra work.

The changes on per CP 144.0 includes, but is not limited to the below:

1. Add (2) C8x11.5 Channels to support the concrete beam in P202 Mechanical room.

This change to our contract is an increase of \$3,192.63. This proposal is for acceptance within seven days and is subject to change and/or escalation thereafter.

Please reference HHCI CP#144.0 in all future correspondence regarding this matter. Please advise as soon as possible how we are to proceed. If there are any questions, please let me know.

Sincerely,



HAL HAYS CONSTRUCTION, INC.

Simeon Scovel – Project Manager

Encl: Cost Proposal CP 144.0 Cover Sheet

HHCI Backup Documents

| PM | Simeon Scovel | |
|-------|---------------------|-------------|
| Phone | 951-212-8035 | حدد بديد |
| Email | SScovel@HalHays.com | CONSTRUCTIO |



Hal Hays Construction Inc. 4181 Latham Street Riverside, CA 92501

4181 Latham Street Riverside, CA 92501 (951) 788-0703 Phone (951) 788-1517 Fax

| HHCI Project No: | 16135 | |
|------------------|-------------|--|
| Cost Proposal: | 144.0 | |
| HHCI Proposal: | | |
| LOI Number: | | |
| Data | 20_101_2021 | |

| | | | | | | | | | | | - | |
|--------------------|--|------|------------|------|------------|----------|-----------|--------------|--------------------|-----------|----------------------|----------------------|
| Project: | : Humboldt County Juvenile Hall Replacement Facility | | | | | | | | | | | |
| Contract #: 170212 | | | | | | | | | | | | |
| Subject: | Subject: Add (2) C8x11.5 Channels to support the concrete beam in P202 Mechanical room per RFI 558.0 | | | | | | | | | | | |
| Agency: | Humboldt County | | | СМ: | Jeff Smith | | Phone: | (707) 496-99 | 98 | Em | il: jeff@lenderscons | tructionservices.com |
| | | ···- | | l La | abor | M | aterial I | Eau | ipment | I Su | contractor | |
| Item No. | Description | UNIT | UOM | Cost | Total | Cost | Total | Cost | Total | Cost | Total | Totals |
| | North Canopy Structural Steel per RFI 336,0 | | | | | | | | | | | |
| | O&M Industries | | | | | | | | | | | |
| | Add (2) C8x11.5 Channels, ceiling anchoring | 1 | LS | | | | | | | \$ 2,915. | | |
| Delete | 5% Subcontractor OH&P | | LS | | | | | | | \$ (138. | 0) \$ (138.80) | |
| | | | SUBTOTALS: | · | | | \$ - | | \$ - | | \$ 2,776.20 | \$ 2,776.20 |
| | | | | | | <u>'</u> | <u> </u> | Mark-Up | on Labor | • | 15.0% | \$0.00 |
| | | | | | | | Ma | | rials & Equipment | | 15.0% | \$0.00 |
| | | | | | | | | | tors (Incl. Sub ma | | 15.0% | \$416.43 |
| | | | | | | | | Grand Total | of Change Or | der Reque | t | \$3,192.63 |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |

PROPOSAL

Attachment: Change Order #13



CA Lic. #284930

OR Lic. #121420 NV Lic. #0055294

DIR#1000000183

5901 Ericson Way, Arcata, CA. 95521 • 707-822-8800

Hal Hayes Construction

#21648

4181 Latham Street | Riverside, CA | 92501

7/13/21

Attn: Simeon Scovel

(951) 212-8035

Email: SScovel@HalHays.com

Project Name: Channels per RFI 558

O&M Industries proposes to supply labor and equipment to fabricate and visual grannels per RFI 558:

Includes:

- 1. (2) Channels with Beam clips
- 2. Ceiling anchoring for Beams 611 612
- 3. Shop primer

Total Price \$2915.00

Sales/Use Tax Included - Freight Not Included

MATERIAL COST SUBJECT TO CHANGES IN MARKET PRICE AND MATERIAL AVAILABILITY

Acceptance of proposal -The proposal as written, including O&M industries standard terms and conditions, are hereby accepted and you are authorized to do the work as specified. Should buyer default in making any payment required here under, and seller institutes legal proceedings, buyer agrees to pay all costs of collection

Interest on past due amounts will be charged at 1.5% per month on all past due amounts

| Accepted by X | Date: |
|---------------|-------|
| Print name: | |

Payment Terms: Net 30 ARI

Monthly Progress Payments based on % complete including materials stored at job site or shop and fabrication complete but not yet shipped.

Authorized Signature: Robert Whipple

Project Manager: Robert Whipple

Note: This proposal may be withdrawn by us if not

accepted within 10 days.



Standard Exclusions:

- Painting, galvanizing and powder coating unless called out in proposal
- Costs of bonds, testing, inspection or engineers fees
- Warranty of customer supplied equipment
- Unloading of customer supplied equipment
- Extra mobilizations
- Removal and/or relocation of underground utilities, concrete foundations, etc. or any costs related to any underground obstructions
- Excavation
- Core drilling or saw cutting
- Confined space work and/or associated costs
- Connection to any fire or life safety systems
- Commissioning or startup assistance
- Plumbing & piping

- Insulation & cladding
- Roof & wall patching
- Full time safety person
- Overtime or premium time if required
- Coordination drawings or coordinated shop drawings
- Any costs associated with the handling, removal, or disposal of hazardous materials
- Trash disposal
- Electrical and instrumentation
- Concrete / grout / foundation / anchor bolts
- Engineering
- Spotter if required
- Fire watch or fire suppression equipment
- Special inspection and/or associated costs
- Permits & permit driven costs or fees

Standard Clarifications:

- No consequential damages. In no event shall either party be responsible to the other for punitive, special, indirect, incidental or consequential damages or injuries of any type (including, but not limited to downtime, loss of use or loss of profits) whether arising in contract, tort (including, without limitation, by reason of the other party's negligence, gross negligence or willful misconduct), strict liability or otherwise.
- The cost for providing Waiver of Subrogation and primary wording on our general liability policy and the waiver of subrogation on our Workers Compensation policy is not included in this quote and will be billed as an additional cost if it is required on this project.
- General contractor to set one (1) anchor bolt nut to grade on each anchor bolt group or cluster
- Claims or back charges for any material furnished by O & M Industries will not be considered unless O&M Industries is given prompt notice and the opportunity to:
 - Investigate, inspect and if required, replace or correct the alleged error to comply with the plans and specifications, or;
 - Compensate the owner/contractor at an agreed, reasonable cost not to exceed the quote price of the item involved.
- All field dimensions are by others where work is furnished F.O. job site
- Job access for O & M Industries including equipment access needed for its scope of work is the responsibility of the prime contractor and to be provided to O & M Industries at no cost



O&M Industries Standard Terms & Conditions:

1. MISCELLANEOUS

This written agreement is the entire agreement between the Buyer & Seller. No modifications shall be binding on Seller unless made in writing and signed by Seller. No claim or right arising out of a breach of this agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right, unless memorialized in a written instrument signed by Seller and supported by separate consideration. Buyer shall not assign its rights or delegate its duties under this Sales Order without prior written consent for Seller.

2. SUBCONTRACT

OMI shall be entitled to assign, subcontract, or sublet this Contract or any portion thereof.

3. SUBROGATION

No waiver of subrogation by OMI shall be effective unless signed by an officer or the president of OMI.

4. ATTORNEY FEES

In the event of breach by Buyer, Seller shall be entitled to recover legal fees and costs, including but not limited to reasonable attorney's fees, as well as pre-judgement interest.

5. APPLICABLE LAW and JURISDICTION

This agreement and matters connected with the performance thereof shall be construed in accordance with, and governed by, the laws of the State of California, as if it were executed and performed entirely within the State of California. Venue in any litigation arising hereunder shall be in Humboldt County, California.

6. INDEMNIFICATION

Buyer shall defend, indemnify, and hold Seller, its directors, officers, employees, and agents, harmless from any and all claims, expenses (including attorney fees), liabilities, obligations, losses, damages, actions, settlements, fees, suits, or proceedings of any nature arising out of and/or related to: (a) injuries or damages arising from or in connection with negligence of Buyer, Buyer's Agents or independent interests and/or failure to comply with Seller's use and maintenance recommendations related to the goods and/or work product; (b) and/or any intellectual property infringement related to goods and/or services provided in accordance with specifications and or drawings provided by Buyer. The provisions of this paragraph shall survive completion, termination, or cancellation of agreement or purchase order.

7. CUMULATIVE REMEDIES and NON-WAIVER

The remedies provided for herein shall be cumulative and in addition to any other remedies allowed by law or in equity. The failure of Seller to exercise any remedy shall not constitute a waiver of the right to exercise that or any other remedy unless expressly waived in writing; and a waiver of any breach of any provision in this agreement shall NOT operate as a waiver of any subsequent breach of the same or any other provision.

8. <u>DEFAULT</u>

In the event of Buyer's default, OMI may, at its option: (a) suspend OMI's work indefinitely until Buyers default is remedied; or (b) terminate OMI's work and receive from Buyer an amount equal to the gross profit to have been earned under this Agreement plus all costs and expenses accrued or incurred by OMI to the date of termination. The remedies provided for in this agreement shall not be deemed exclusive and OMI shall have in addition thereto all other remedies available at law and in equity.

9. CANCELLATION

Buyer shall not have any right to cancel this agreement without Seller's prior written consent. If Seller elects to permit cancellation, Seller may require Buyer to pay a cancellation fee equal to total selling price, less the estimated direct labor and materials not expended, less the salvage values of materials already purchased, and any other costs or losses Seller may incur. If Buyer fails to make required payments, or breaches any of the other terms or conditions of the agreement, Seller shall have the right to terminate this agreement and withhold further shipments.



10. PAYMENT

Unless otherwise set forth in a written instrument signed by Seller, Buyer shall tender full payment for the goods and/or services within 30 days of receipt of Seller's invoice. If Buyer delays shipment, Buyer shall pay the full amount of work completed to date within 30 days after the goods have been completed, including reasonable storage fees plus damages or fees Seller may incur as a result of the Buyer delayed shipment. Any balance not paid when due shall draw interest at the rate of 1.5% per month (18% A.P.R.) on the average daily balance until paid. Buyer shall be liable for all legal costs incurred by Seller in collecting any unpaid balance, including attorney's fees. All payments shall be made in United States currency. Further, Buyer agrees to provide adequate fire and risk insurance to fully indemnify Seller for any balance due in the event of loss or damage. OMI shall retain a security interest in all of the goods sold to buyer until the purchase price is fully paid. In the event that any such payment is not made promptly when due, OMI shall have all the rights and remedies of a secured creditor under the Uniform Commercial Code with respect to the goods delivered to the Buyer, in addition to any other rights and remedies available under applicable law. Buyer shall execute, at OMI request, any appropriate documents to prefect OMI's security interest granted under this Paragraph.

11. TAXES AND DUTIES

Unless specified otherwise, Buyer shall pay all sales, use, and excise taxes, tariffs, duties, and other charges imposed by any county, state, and locality of other political subdivision in connection with the sale of the goods and/or services. For tax purposes, title to the goods shall pass from Seller to Buyer upon being loaded for shipment, whether by common carrier or Buyer's own truck.

12. RETURNS

In no case may goods be returned without first obtaining the written permission of OMI.

13. INTELLECTUAL PROPERTY

No right or license is granted by the terms of this Contract to Buyer under any patent, copyright, registered design or other industrial property right except the right to resell the goods sold under this contract.

14. LIMITED LIABILITY

Seller shall not under any circumstances be liable for incidental, special, or consequential damages, such as, but not limited to: damage to or loss of property or equipment; loss of profits or revenue; costs of capital; or any other claims by Buyer's customers. The remedies set forth herein are exclusive, and the liability of the Seller with respect to the manufacture, sale, delivery, resale, installation, and/or use of any of the goods and/or services sold to Buyer, whether arising out of contract, negligence, strict liability, warranty, or otherwise, shall not exceed the price of the goods and/or services upon which liability is based.

15. WARRANTIES

Seller warrants goods manufactured and/or services performed by the Seller shall be free of defect in material and workmanship and that such goods and/or services conform to industry standards until the earlier of: (a) expiration of the ordinary useful life of the goods and/or services; (b) a period of one year from the completion of installation shipment of manufactured goods; or (c) if shipment of fabrication is delayed by Buyer, one year from the date of completion not to exceed 18 months, OMI does not warrant against damages due to corrosion, abrasion, normal wear and tear, production modification or product misapplication. Seller's liability under this warranty shall be limited to repair or replacement of the goods and/or services, and only after receiving prompt notification of an alleged defect and a reasonable opportunity to inspect and evaluate the cause of such. Buyer shall provide written notice within 5 days of discovery or 5 days from when the Buyer should have reasonably discovered such problem or defect. Failure to provide timely notice prejudices Seller's ability to properly investigate and evaluate the cause of alleged defects. Therefore, failure to notify Seller within the 5-day period shall be deemed a waiver of any warranty claim. The notice of defect shall include Buyer documentation that the goods and/or services have been used, stored, installed, maintained and/or operated in accordance with Seller's recommendations. This warranty does not extend to third-party products incorporated in the goods and/or services. Seller hereby transfers any third-party manufacture warranties, if such are transferable. THE WARRANTY PROVIDED FOR HEREIN IS EXCLUSIVE, AND IN LIEU OF, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHER WARRANTY, WHETHER EXPRESSED OR IMPLIED. SELLER SHALL NOT HAVE ANY OTHER OBLIGATION WITH RESPECT TO THE GOODS AND/OR SERVICES, whether based on contract, negligence, strict liability, or otherwise. ORAL STATEMENTS made by Seller's employees or representatives DO NOT CONSTITUTE WARRANTIES, shall not be relied upon by Buyer, and are not part of the contract for sale. NO OTHER WARRANTIES are given beyond those expressly set forth in this document.



16. INSPECTION

Before accepting the goods and/or services, Buyer shall have the right to inspect them at the time and place of delivery. Upon acceptance Buyer shall be deemed to have acknowledged that the goods and/or services comply with all specifications, representations and warranties of Seller, and to have waived any claim or cause of action against Seller with respect to the goods and or services.

17. RISK OF LOSS

Unless otherwise agreed to by written instrument signed by Seller, the goods shall be shipped ex-factory Seller's plant in Arcata, CA, and Buyer shall bear all risks of loss with respect to the goods that have been placed in the possession of a carrier.

18. FORCE MAJEURE

Seller shall not be liable to Buyer for any loss or damage suffered by Buyer, directly or indirectly, as a result of Seller's failure due to delay in performing any term or condition hereof, where such failure or delay is caused by fire, insurrection or riot, labor troubles (including strikes and lockouts), wars, embargos, Government regulations, inability to obtain any license which may be required, interruption of or delay in transportation, inability to obtain materials, supplies, and equipment, accidents, explosions, acts of God, or other causes of like or different character beyond the Seller's control, including, but not without limitation, any failure of any Seller's supplier to make delivery due to any such cause.

19. DELAY

Should project (any services performed by the Seller) be delayed for any reason for which the Seller is not responsible, then 90 days from the date of shipment of the equipment to the Buyer or 90 days into any delay shall be considered as date of completion for project, and terms of payment shall apply as of that date, notwithstanding anything herein contained to the contrary.

20. SHIPMENT

Subject to paragraph 12 (RETURNS) herein, Seller shall ship the goods upon their completion. Seller shall delay shipment as reasonably requested by buyer in writing but Buyer shall pay reasonable storage fees and other damages that may be incurred due to the delay. The shipment or completion date for custom manufactured or fabricated goods and/or services is estimated and not guaranteed. Seller may ship the goods within a reasonable period either before or after the designated shipment date. Method and route of shipment are at O & M Industries (OMI) discretion unless Buyer supplies express written instructions. All shipments are insured at Buyer's expense and made at Buyer's risk. Title to any goods covered by this Contract shall pass to the Buyer when they are delivered to the common carrier or otherwise shipped by OMI. No claim for damages or shortages will be considered unless OMI and the carrier are notified in writing within three (3) days of delivery, and no claim for non-delivery will be considered unless OMI is notified in writing within ten (10) days of reasonable delivery time.

21. SPECIFICATIONS

If Seller submits any drawing or other specifications to buyer for approval, and Buyer does not disapprove of them within the time specified by Seller, Buyer will be deemed to have approved of such and Seller shall proceed with fulfilling the order. Buyer shall be responsible for any costs or delays incurred as a result of untimely objections or rejections of Seller drawings or specifications provided to Buyer.

22. TERMS EXCLUSIVE

All Orders for the purchase of goods and/or services from O & M Industries (Seller) are and shall be conditioned upon the terms and conditions set forth in Seller's proposal or quote and shall include the standard terms and conditions set forth herein. Seller hereby rejects any and all terms in any purchase order or other document of Buyer which is in addition to, different from, or inconsistent with the terms and conditions set forth herein and/or in Seller's written proposal or quote. This document contains the entire agreement of the parties hereof and supersedes any prior written or oral agreements concerning the subject matter contained herein. This agreement shall not be binding upon the Seller until Seller's proposal is signed by one of its authorized representatives. There shall be no ratification, modification, termination, or waiver of this agreement or any of the provisions hereof, unless the same shall have been made in writing and signed by the Seller's authorized representative.

REQUEST FOR INFORMATION

OWNER'S REPRESENTATIVE - Humboldt County Public Works • 1106 Second Street • Eureka, CA 95501 • Ph. (707) 445-7493 Fax 445-7409

| PROJECT: | HUMBOLDT COUNTY JUVENILE HALL REPLACEMENT FACILITY | | | |
|-------------|--|--|--|--|
| | 2006 Harrison Ave., Eureka, CA 955 | | | |
| | Project No. 170212 | | | |
| | | | | |
| | | | | |
| CONTRACTOR: | Hal Hays Construction, Inc. | | | |
| CONTRACTOR: | Hal Hays Construction, Inc. 8850 Old Oregon Trail | | | |
| CONTRACTOR: | | | | |
| CONTRACTOR: | 8850 Old Oregon Trail | | | |

| REQUEST FOR INFORMATION NO: | 558.0 |
|-----------------------------|----------|
| Date: | 07/01/21 |
| Due Date: | 07/07/21 |
| Drawing Ref. No.: | B-A142 |
| Specification Section: | |
| Cc: | |

| TRANSMITTAL RECORD | Date Sent | Date Rec'd. |
|---|--------------|----------------|
| Contractor to Project Administrator | 07/01/21 | 07/01/21 |
| Project Administrator to Architect / Engineer | 07/01/21 | |
| Project Admin. To DPW | | |

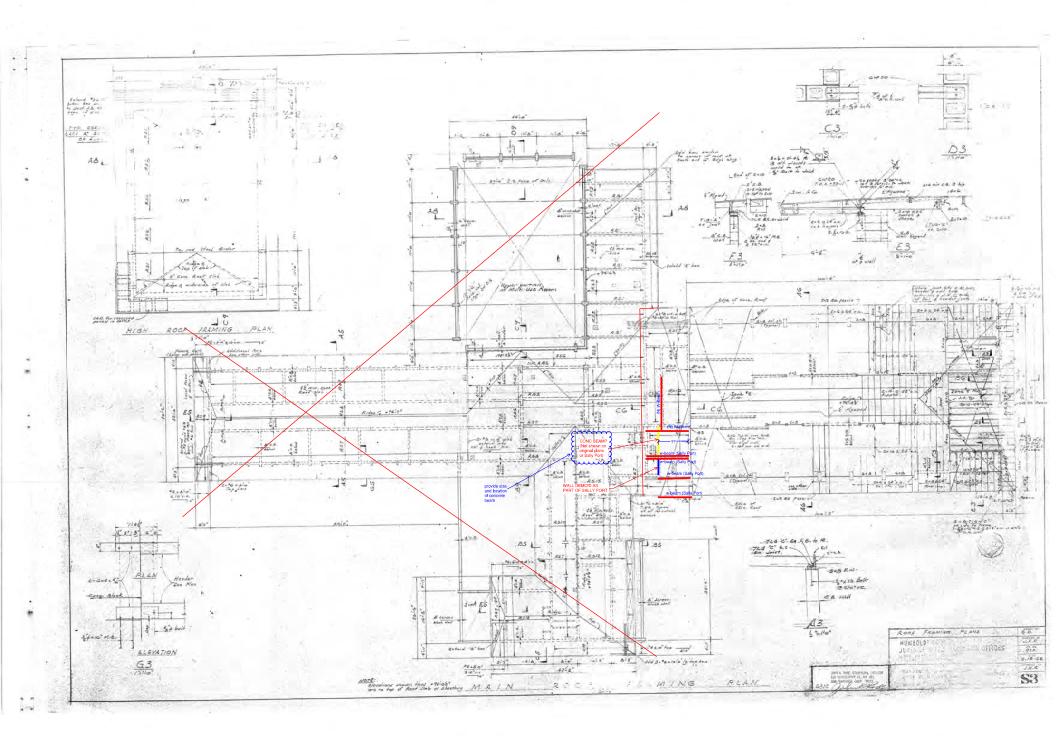
| TRANSMITTAL RECORD | Date Sent | Date Rec'd. |
|-------------------------------------|--------------|----------------|
| Architect to Project Administrator | 07/06/21 | |
| Engineer to Project Admin. | | |
| Project Administrator to Contractor | 07/06/21 | - |

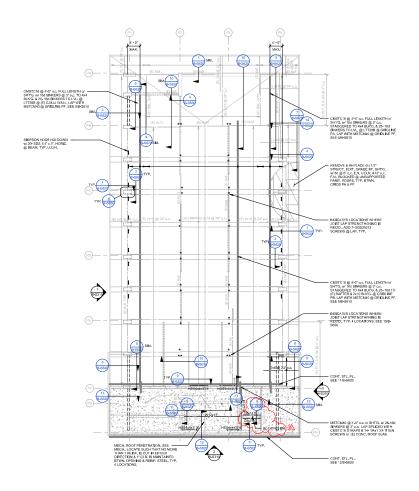
INFORMATION REQUESTED:

Please see attached marked up sheet regarding the concrete beam in the P202 mechanical room. HHCl had provided the dimensions as requested and based on the conversation with A/E, HHCl understands that the steel structure will be installed as per plan in the ceiling of mechanical room. However HHCl is awaiting for the details of the added steel to connect the north-south beam across the ceiling to the existing north-south beam in order to support the remaining concrete beam. Please advise.

| Date: | 07/01/2021 | _ Signature: Pavan Nanikalva | |
|------------------|------------------------|--|------------------------|
| REPLY: | : | | |
| • | 0 as indicated with | els to support the concrete beam. Chan revision clouds. Refer to the attached | |
| Date: <u>0</u> : | 7/06/2021 | Signature: Deven Carter | Entity: NMR Architects |
| ☐ Inforr | mation can be found ir | n Contract Documents: Drawing Sheet No | Spec. Section |
| ATTAC | HMENT: | | |
| | | | |

NOTE: You are authorized to proceed with the work identified in the reply to this RFI on the assumption that no change in the Contract amount or completion date is required. If the RFI involves a change in the work affecting your contract amount or completion date, notify the Architect and Owner representative immediately.





ROOF FRAMING PLAN



SEE GENERAL NOTES ON SHEET B-\$110 FOR ADDITIONAL INFORMATION
 TYPICAL DESIGN LOADS, SEE DIAPHRAGM NAILING DETAIL 48-9610 FOR
 NAILING REQUIREMENTS.

SEE SHEET B-9610 FOR TYPICAL FRAMING DETAILS

TOP OF PLATES VARIES, SEE ARCH, DRAWINGS FOR ELEVATIONS SEE SHEET B-S520 FOR STEEL DETAILS AND SECTIONS.

SEE ARCH: DRAWINGS FOR ELEVATIONS.

NDICATES BEAM, SEE PLAN

NDICATES RAFTER, SEE PLAN
NDICATES STRAP, SEE 1/8-S610 FOR ADDITIONAL INFO

WALL LEGEND
FULL HEIGHT WALL

INDICATES 8° C.M.U.

INDICATES BEARING OR SHEAR WALL BELOW

INDICATES WOOD FRAMED

→ INDICATES WALL ELEVATION, SEE SHEET B-S310

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NICHOLS MELEURG ROSSETTO ARCHITECTS+ENGINEERS 300 KNOLLCREST DRIVE

CONSULTING ARCHITECT

LIONÄKIS

1919 19TH STREET SACRAMENTO, CA. 95811 (916) 558-1900 (916) 558-1919 FAX. http://www.lionakis.com

LICENSE STAMPS

REVIEWED BY:

HUMBOLDT COUNTY JUVENILE HALL REPLACEMENT

FACILITY 2002 HARRISON AVENUE EUREKA, CALIFORNIA

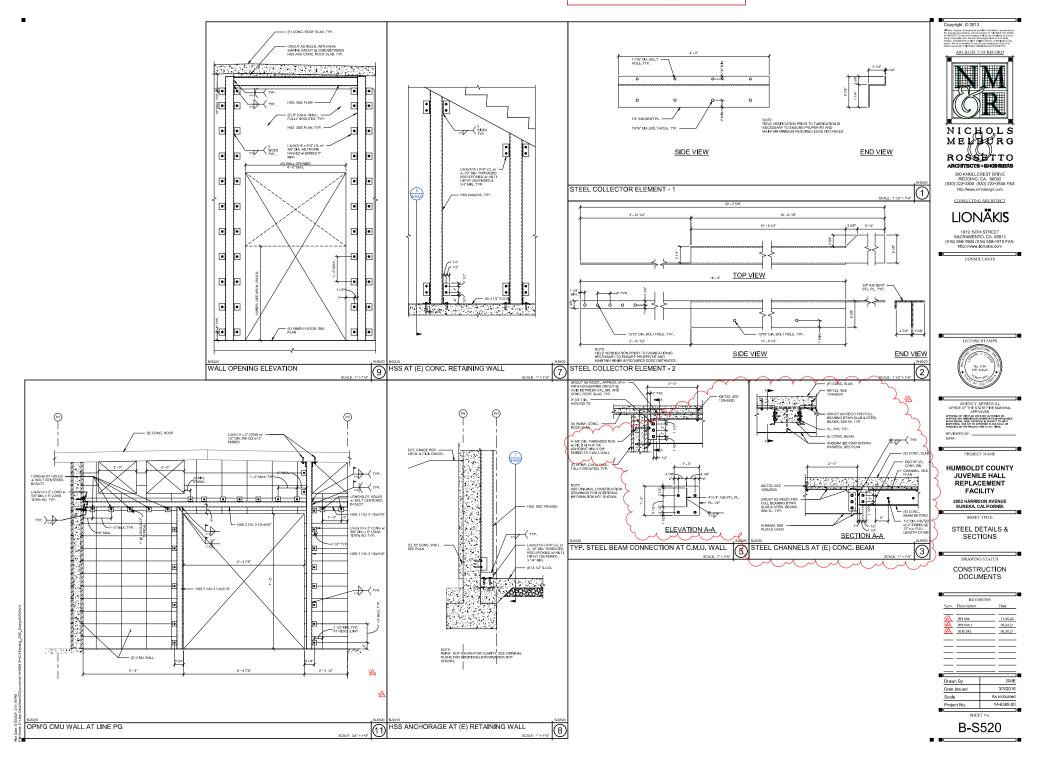
SHEET TITLE ROOF FRAMING PLAN

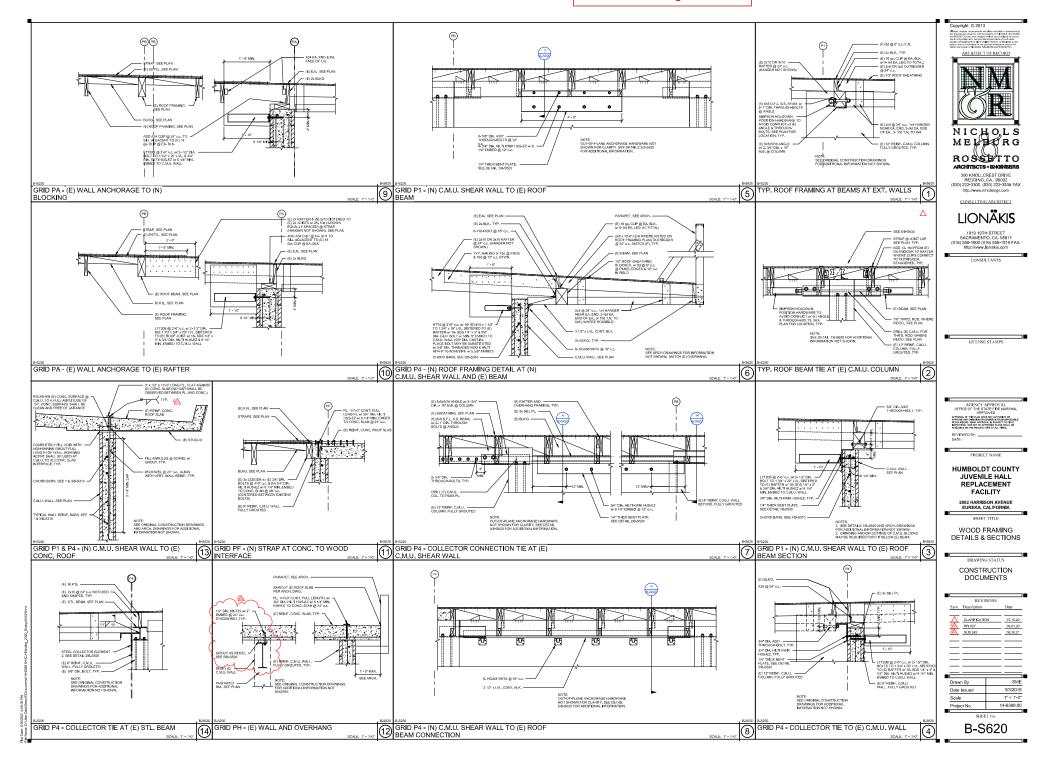
CONSTRUCTION DOCUMENTS REVISIONS

| m. Description | |
|----------------|--------------|
| SUB 242 | 06-30-21 |
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| | |
| rawn By | SME |
| ate Issued | 3/3/2016 |
| cale | As indicated |

14-6389.00

B-S230





COST PROPOSAL 148.0

COST PROPOSAL

OWNER'S REPRESENTATIVE - Humboldt County Public Works • 1106 Second Street • Eureka, CA 95501 • Ph. (707) 445-7493 Fax 445-7409

| PROJECT: | HUMBOLDT COUNTY JUVENILE HALL REPLACEMENT FACILITY | |
|--|---|--|
| | 2006 Harrison Ave., Eureka, CA 95501 Project No. 170212 | |
| From: | | |
| SURETY: Construction Contract Takeover | WESTERN SURETY CO. C/O: Nancy Stangel 151 North Franklin St, 17 th Floor Chicago, IL 60606 | |

| COST PROPOSAL NO: | 148.0 |
|--|-------------|
| Date: | 8/27/2021 |
| RFCP No: | |
| RFI No.: | 375.0 |
| LOI No.: | |
| Adjustment of Contract Sum: | \$14,751.02 |
| Adjustment of Contract Time (Calendar Days): | 0 |

SUBJECT: Add curb for the exposed footing in rec yard-3 per RFI 375.0 INSTRUCTIONS:

- 1) Complete this form by providing (a) all information required above, (b) the amount and justification base on the Contract Schedule for an adjustment of Contract Time, (c) the proposed adjustment of Contract Sum.
- 2) Attach detailed cost breakdowns for all materials, wages and salaries, and fringe benefits and payroll taxes.
- 3) The Fee shall be computed on the cost of Extra Work only; and shall constitute full compensation for all costs and expenses directly and indirectly related to the subject change.

DESCRIPTION OF CHANGE: (Include justification of adjustment in Contract Time based upon the Contract Schedule)

Cost Proposal for the changed scope of work is per the County's response to RFI 375.0. The changes included in this cost proposal are including, but not limited to:

1) Add curb for the exposed footing in rec yard-3 per the sketches provided in RFI 375.0 response.

Surety is forwarding this proposal in its capacity as Surety and it is not assuming any obligations or liabilities beyond those set forth in the Bonds. Surety has not verified or certified any of the information contained herein

| Submitted By: | Patrick Weller | Digitally signed by Patrick Weller DN: C=US. Expeller@ished.com, C=JS Held, OU=Surety, CN=Patrick Weller Reason: Authorized Representative Date: 2021.08.27 12:28:11-07:00' |
|--------------------|----------------|---|
| Western Surety Co. | Name | Date |
| Reviewed By: | Kyle Matti | Digitally signed by Kyle Matti DN: C=US, E=matti@nmrdesign.com, O="Nichols, Melburg & Rossetto", CN=Kyle Matti Date: 2021.08.27 12:38:44-0700' |
| Architect | Name | Date |
| Reviewed By: | Mylm | 2021-08-27 |
| Public Works | Name | Date |

REQUEST FOR INFORMATION

OWNER'S REPRESENTATIVE - Humboldt County Public Works • 1106 Second Street • Eureka, CA 95501 • Ph. (707) 445-7493 Fax 445-7409

| PROJECT: | HUMBOLDT COUNTY JUVENILE HALL REPLACEMENT FACILITY | |
|-------------|--|--|
| | 2006 Harrison Ave., Eureka, CA 95501 | |
| | Project No. 170212 | |
| | | |
| | | |
| CONTRACTOR: | Hal Hays Construction, Inc. | |
| CONTRACTOR: | Hal Hays Construction, Inc. 8850 Old Oregon Trail | |
| CONTRACTOR: | | |
| CONTRACTOR: | 8850 Old Oregon Trail | |

| REQUEST FOR INFORMATION NO: | 375.0 |
|-----------------------------|----------|
| Date: | 08/17/21 |
| Due Date: | 08/20/21 |
| Drawing Ref. No.: | |
| Specification Section: | |
| Cc: | |

| TRANSMITTAL RECORD | Date Sent | Date Rec'd. |
|---|--------------|----------------|
| Contractor to Project Administrator | 08/17/21 | 08/17/21 |
| Project Administrator to Architect / Engineer | 08/17/21 | |
| Project Admin. To DPW | | |

| TRANSMITTAL RECORD | Date Sent | Date Rec'd. |
|-------------------------------------|--------------|----------------|
| Architect to Project Administrator | 08/25/21 | |
| Engineer to Project Admin. | | |
| Project Administrator to Contractor | 08/26/21 | |

INFORMATION REQUESTED:

| Please see attached highlighted images & please provide a preferred solution for the exposed footing of the new juvenile hall in rec yard-3. | | | |
|--|----------------------------------|--------------------------|--|
| | | | |
| Date: 08/17/2021 Signa REPLY: | ature: Pavan Nanikalva | | |
| Add curb according to the attache attached sketch. | ed sketches. Move the basketball | hoop as indicated on the | |
| Date: 08/25/2021 Signa | ature: Deven Carter | Entity: NMR Architects | |
| ☐ Information can be found in Contract ATTACHMENT: | Documents: Drawing Sheet No. | Spec. Section | |

NOTE: You are authorized to proceed with the work identified in the reply to this RFI on the assumption that no change in the Contract amount or completion date is required. If the RFI involves a change in the work affecting your contract amount or completion date, notify the Architect and Owner representative immediately.

