



**Redwood Coast Energy Authority**

**INVITATION FOR BIDS  
IFB-24-504**

**Installation of EV Charging Stations for RCEA Network – FORTUNA & EUREKA**

**Date Released: May 17, 2024**

**SEALED BID SUBMITTAL DEADLINE  
AND PUBLIC BID OPENING:**

**1:00 p.m. pacific time, June 21, 2024**

**Redwood Coast Energy Authority (RCEA)  
633 3<sup>rd</sup> Street  
Eureka, CA**

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## **SECTION 00 11 16 – INVITATION TO BIDDERS**

Notice is hereby given that sealed bids are invited by the Redwood Coast Energy Authority (RCEA) for performance of all construction work at three project sites: Sequoia Park in Eureka, Rohner Park in Fortuna, and Redwood Memorial Hospital in Fortuna as detailed in the plans and specifications for the North Coast Plug-In Electric Vehicle Charging Network Expansion Project. Contractor shall provide all the labor, materials, supplies, tools, and equipment (ChargePoint CP6000 dual-port charging stations to be provided by RCEA) for performance, as further specified in Contract Documents, of the following work:

Installation of EV Charging Stations for RCEA Charging Network – FORTUNA & EUREKA  
RCEA Project No. IFB-24-504

The Redwood Coast Energy Authority (RCEA) was formed in 2003 as a Joint Powers Authority (JPA), a local government agency of the State of California. RCEA is governed by an eleven-member Board of Directors comprised of representatives from each of its member agencies, including the Blue Lake Rancheria, County of Humboldt, the Cities of Arcata, Blue Lake, Eureka, Ferndale, Fortuna, Rio Dell and Trinidad, the Humboldt Municipal Water District, and the Yurok Tribe. RCEA's mission is to develop and implement sustainable energy initiatives that reduce energy demand, increase energy efficiency, and advance the use of clean, efficient and renewable resources available in the region. In 2017, RCEA became a community choice aggregator (CCA) and currently serves 93% of eligible electricity customers within its jurisdiction.

RCEA currently owns, operates, and maintains a network of twenty-nine (29) publicly available electric vehicle charging stations (EVCS) offering fifty-six (56) Level-2 charging ports to communities across Humboldt County. This EVCS network expansion project is funded by the California Energy Commission's (CEC's) Clean Transportation Program (CTP), Alternative and Renewable-Fuel Vehicle ARV-22-008 ("ARV-22-008 Grant"). This project includes the installation of a total of five (5) new electric vehicle dual port charging stations: one (1) at the Rohner Park site, two (2) at the Redwood Memorial Hospital site, and two (2) at the Sequoia Park site.

RCEA will host a mandatory pre-bid site walk that will be held on Tuesday, June 4, 2024, at 9:00-11:00 a.m., beginning at the corner of Russell St. and Dolbeer St. in Eureka, CA, immediately followed by a mandatory site walk at 5 Park Street in Fortuna, CA, and immediately followed by a mandatory site walk at 3300 Renner Dr. in Fortuna CA to acquaint all prospective bidders with the Contract Documents and the Project site. Failure to attend this pre-bid site walk will result in the disqualification of the bid of the non-attending bidder.

Each Bid submission must be contained in a sealed envelope addressed as set forth in said Bid Documents and delivered to the Redwood Coast Energy Authority offices located at 633 3<sup>rd</sup> Street, Eureka, California on or before 1:00 P.M., Pacific Daylight Time, June 21, 2024. All Bids will be publicly opened, and summary amounts read aloud.

Plan Drawing and Technical Specifications and other Contract Document forms will be available on RCEA's website at: <https://redwoodenergy.org/contracting/>.

Each Bid must contain all components specified in Section 00 43 93 – Bid Submittal Check List and shall be submitted on the forms furnished by RCEA within the Bid Documents. All forms must be completed.

All Bids in excess of \$15,000 shall be accompanied by Bidder's Security in the form of a certified check or a cashier's check payable to the Redwood Coast Energy Authority, or a Bid Bond executed by an insurer duly licensed and 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 if the successful Bid exceeds \$25,000.

RCEA 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 RCEA.

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 Class A, Class B, or Class C-10 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. Each contractor or subcontractor listed on the bid proposal must be registered with the Department of Industrial Relations at the time of bidding pursuant to Labor Code section 1725.5.

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. Contractor and each subcontractor shall also be required to submit certified payroll records to the Labor Commissioner.

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.)

RCEA hereby notifies all Bidders that it will affirmatively ensure that disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

In accordance with the provisions of Section 22300 of the Public Contract Code, the successful Bidder 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.

Inquiries regarding this IFB should be submitted in writing to:

Mike Avcollie  
633 3<sup>rd</sup> Street, Eureka, CA  
[procurement@redwoodenergy.org](mailto:procurement@redwoodenergy.org)

Notice Date: May 17, 2024

**SECTION 00 21 13 - INSTRUCTIONS TO BIDDERS**

Sealed Bids will be received at the Redwood Coast Energy Authority offices located at 633 3rd Street, Eureka, California until 1:00 P.M., Pacific Daylight Time, on June 21, 2024, for performance of the following work:

Installation of EV Charging Stations for RCEA Charging Network – FORTUNA & EUREKA  
RCEA Project No. IFB-24-504

Bids will be opened approximately 15 minutes after the bid deadline. Bids will be opened and read publicly at RCEA office located at 633 3<sup>rd</sup> Street, Eureka, CA 95501. To attend the public bid opening, see Section G – BID OPENING below.

**A. SECURING DOCUMENTS**

All attachments pertaining to this project and any other Contract Document forms are available on RCEA’s website at: <https://redwoodenergy.org/contracting/>. This includes “Summary of Work Attachment 1.1, Plan Drawing and Technical Specifications – Fortuna & Eureka” and “Attachment A: Site Photos – Fortuna & Eureka”.

**B. BASIC INFORMATION**

Owner: Redwood Coast Energy Authority  
633 3<sup>rd</sup> Street  
Eureka, CA 95501  
(707) 269-1700

Owner’s Representative: Mike Avcollie,  
633 3rd Street  
Eureka, CA 95501  
mavcollie@redwoodenergy.org  
(707) 382-0187

Owner’s Engineer: Whitchurch Engineering  
716 Harris Street  
Eureka, CA 95503  
Phone: (707) 444-1420

Project Location(s): Sequoia Park  
Corner of Dolbeer St. and Russell St., Eureka, CA, 95501  
  
Rohner Park  
5 Park St., Fortuna, CA, 95540  
  
Redwood Memorial Hospital  
3300 Renner Dr, Fortuna, CA, 95540

**C. RECEIPT OF BIDS**

Each bidder should mark its bid as “Bid for the Installation of EV Charging Stations for RCEA Charging Network – FORTUNA & EUREKA – Attn: Mike Avcollie.” Each sealed bid shall be delivered to RCEA no later than 1:00 p.m. pacific time on June 21, 2024. Bids shall be deemed to include the written

responses to the bidder to any questions or requests for information of RCEA made as part of bid evaluation process after submission of bid. Telephone and telefax proposals will not be accepted. RCEA will reject all bids received after the specified time and will return such bids to bidders unopened. See Section G – BID OPENING below.

#### D. DETERMINATION OF APPARENT LOW BIDDER

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

Pursuant to Public Contract Code §20103.8, if the bid solicitation includes additive and/or deductive items, the checked [X] method shall be used to determine the lowest bid: *[check one]*

- (a) The lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.
- (b) The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation or Bid Proposal Form as being used for the purpose of determining the lowest bid price.
- (c) The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items taken in order from a specifically identified list of those items that, when in the solicitation, and added to, or subtracted from, the base contract, are less than, or equal to, a funding amount publicly disclosed by RCEA before the first bid is opened.
- (d) The lowest bid shall be determined in a manner that prevents any information that would identify any of the Bidders or the proposed Subcontractors or suppliers from being revealed to the public entity before the ranking of all Bidders from lowest to highest has been determined.

If no method is checked, sub-paragraph (a) shall be used to determine the lowest bid.

Notwithstanding the method used by RCEA to determine the lowest responsible Bidder, RCEA retains the right to add to or deduct from the Contract any of the items included in the bid solicitation.

#### E. REQUIRED BID FORM

All bidders must submit bids on the Section 00 41 00, the “Bid Form.” RCEA 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. RCEA 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. Blank spaces in the bid shall be properly filled in and the phraseology of the form must not be changed. RCEA 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 RCEA 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. The name of each person signing shall also be typed or printed below the signature. When

requested by RCEA, satisfactory evidence of the authority of the officer signing on behalf of the corporation or partnership shall be furnished. A Bidder's failure to properly sign required forms may result in rejection of the bid. All bids must include the Bidder's contractor license number(s) and expiration date(s). Bids must also include contractor's DIR registration number.

**F. CONTENTS OF BID ENVELOPE**

The bid envelope shall contain all of the following:

- Section 00 41 00 - Bid Form
- Section 00 43 13 - Bid Security Form (Bid Bond), if required
- Section 00 43 36 - Subcontractor List
- Section 00 45 13 – Bidder's Qualification
- Section 00 45 19 - Non-Collusion Declaration
- Section 00 45 26 - Workers' Compensation Certification Statement
- Section 00 45 48 - Debarment and Suspension Certification

**G. BID OPENING**

RCEA will stamp bids with the date and time of receipt. ALL MAILED PROPOSALS SHALL BE ADDRESSED AS FOLLOWS:

BID NO. 24-504  
Attn: Mike Avcollie, Project Manager  
Redwood Coast Energy Authority  
633 3<sup>rd</sup> Street  
Eureka, CA 95501

The envelope shall also indicate the name and address of the submitting firm, with "DO NOT OPEN UNTIL BID OPENING" on the front of the envelope.

HAND DELIVERED COURIER OR PACKAGED DELIVERED SERVICE SHALL BE DELIVERED DIRECTLY TO:

Redwood Coast Energy Authority  
633 3<sup>rd</sup> Street  
Eureka, CA 95501

Bids will be opened and read publicly at RCEA office located at 633 3rd Street, Eureka, CA 95501. Bidders or their authorized agents may be present. After opening of bids, RCEA will review all bids for accuracy and reserves the right to correct obvious errors. Upon completion of review, the bids will be ranked by the bid amount and the apparent low bidder will be determined and notified.

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

If the bidder to whom the Contract is awarded shall fail or neglect, within 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, RCEA 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 RCEA 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 RCEA's damages.

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

Bid security must be submitted with the bid for all bids in excess of \$15,000. 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 if the bid is in excess of \$25,000.

Bid proposals requiring submittal of bid security shall be accompanied by a scanned copy of a certified or cashier's check or bid bond for an amount not less than ten percent (10%) of the bid amount, payable to RCEA. A bid bond shall be secured from an admitted surety company, licensed in the State of California, and satisfactory to RCEA. The bid security shall be given as a guarantee that the Bidder will enter into the Contract if awarded the work, and in the case of refusal or failure to enter into the Contract within ten (10) calendar days after notification of the award of the Contract or failure to provide the payment and performance bonds and proof of insurance as required by the Contract Documents, RCEA shall have the right to award the Contract to another Bidder and declare the bid security forfeited. RCEA reserves the right to pursue all other remedies in law or equity relating to such a breach including, but not limited to, seeking recovery of damages for breach of contract. Failure to provide bid security, or bid security in the proper amount, shall result in rejection of the bid.

If the successful bid exceeds \$25,000, the Contractor shall be required to file with RCEA performance and payment bonds at one hundred percent (100%) of the Contract Price, using the bond forms provided with the Contract Documents. If required to submit such a bond, the successful Bidder shall submit the payment and performance bonds as specified in and using the bond forms included with the Contract Documents. All required bonds shall be based on the maximum total contract price as awarded, including additive alternates, if applicable. Bonds must be received no later than ten (10) days after receipt of Notice of Award.

#### J. 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.

#### K. RESERVATION OF RIGHTS

RCEA 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, RCEA reserves the right to identify interested contractor(s) and negotiate directly without re-bidding.

#### L. SECURITIES IN LIEU OF RETENTION

Public Contract Code Section 22300 gives the Contractor the option to deposit securities as a substitute for retention earnings to be withheld by RCEA. At the Contractor's request and expense, securities equivalent to the amount withheld shall be deposited with a state or federally chartered bank as the escrow agent, who shall then pay those moneys to the Contractor. Alternatively, and at Contractor's



expense, the Contractor may request that RCEA pay retentions earned directly to the escrow agent. The Contractor may, at Contractor's expense, direct the investment of payments into securities, and shall be entitled to receive the interest thereon upon the return of securities. Upon satisfactory completion of the contract, the securities will be returned to the Contractor, with interest if invested by Contractor direction. Securities eligible for investment include those listed in Government Code Section 16430, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security approved by RCEA. The Contractor shall be the beneficial owner of any securities substituted for moneys retained by RCEA. Any escrow agreement entered into to hold securities in lieu of retention must be substantially similar to the form provided in Public Contract Code Section 22300.

#### M. PRE-BID MEETING

RCEA will host a mandatory pre-bid site walk that will be held on Tuesday, June 4, 2024, at 9:00-11:00 a.m., beginning at the corner of Russell St. and Dolbeer St. in Eureka, CA, immediately followed by a mandatory site walk at 5 Park Street in Fortuna, CA, and immediately followed by a mandatory site walk at 3300 Renner Dr. in Fortuna CA to acquaint all prospective bidders with the Contract Documents and the Project sites. Failure to attend this pre-bid site walk will result in the disqualification of the bid of the non-attending bidder.

#### N. QUESTIONS AND CLARIFICATIONS

In order to avoid any misinterpretation or misrepresentation between the Bidder, the Owner's Engineer and RCEA as regards the plans and specifications for the Project, neither the Owner's Representative nor the Owner's Engineer will respond to any verbal or telephone inquiries, however Bidders may submit written inquiries for clarifications or questions via email to the attention of Mike Avcollie at [procurement@redwoodenergy.org](mailto:procurement@redwoodenergy.org). Any responses to written Bidder inquiries will be at the full discretion of RCEA, and any responses will be in writing in the form of an Addendum to these Contract Documents, which will be sent to all Bidders. A Bidder's failure to request clarification or interpretation of an apparent error, inconsistency or ambiguity in the Contract Documents waives that Bidder's right to thereafter claim entitlement to additional compensation based upon an ambiguity, inconsistency, or error, which should have been discovered by a reasonably prudent Contractor, subject to the limitations of Public Contract Code §1104.

#### O. ADDENDA OR BULLETINS

RCEA reserves the right to issue addenda or bulletins prior to the opening of the bids subject to the limitations of Public Contract Code §4104.5. Any addenda or bulletins issued prior to bid time shall be considered a part of the Contract Documents. Any interpretation or correction of the proposed Contract Documents prior to bid opening will be made solely in the form of a written Addendum to the Contract Documents and when issued will be available on RCEA's website at <https://redwoodenergy.org/contracting/> before bids are opened. Interpretations, corrections, or changes in the proposed contract allegedly made in any other manner shall not be binding for any purpose and Bidders shall not rely on such interpretations, corrections, or changes. All such Addenda shall become part of the Contract documents and all Bidders shall be bound by such Addenda, whether or not received by Bidder.

No addenda will be issued within 48 hours of the designated bid opening time. Any addenda resulting in material changes, addition, or deletion will be issued at least 72 hours before the designated bid opening time; otherwise, the Bid time shall be extended by not less than 72 hours.

#### P. BIDDERS INTERESTED IN MORE THAN ONE BID

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

#### Q. 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. Bid proposals may be withdrawn by the Bidders prior to the time fixed for the opening of bids but may not be withdrawn for a period of sixty (60) days after the opening of bids, except as permitted pursuant to Public Contract Code §5103.

#### R. BID EXCEPTIONS

Bid exceptions are not allowed. If the Bidder has a comment regarding the bid documents or the scope of work, the Bidder shall submit those comments to RCEA for evaluation at least five working days prior to the opening of the bids. No oral or telephonic modification of any bid submitted will be considered.

#### S. BID NEGOTIATIONS

A bid response to any specific item of the bid using terms such as “negotiable,” “will negotiate,” or similar phrases, will be considered non-responsive.

#### T. AWARD OF CONTRACT

The Contract will be awarded, if at all, within sixty (60) calendar days after the opening of bids to the lowest responsible and responsive Bidder by the RCEA Board of Directors. The time for awarding the Contract may be extended by RCEA.

#### U. EXECUTION OF CONTRACT

The Contract Documents must be approved by the Governing Board of RCEA and its legal counsel. The Bidder selected by RCEA shall execute the contract provided by RCEA. The successful Bidder shall, within ten (10) calendar days of the Notice of Award of the Contract, sign and deliver to RCEA the executed contract along with the bonds and certificates of insurance required by the Contract Documents. In the event the successful Bidder fails or refuses to execute the Contract or fails to provide the bonds and certificates as required, RCEA may declare the Bidder’s bid deposit or bond forfeited as liquidated damages and may award the work to the next lowest responsible, responsive Bidder, or may reject all bids and, in its sole discretion, call for new bids. In all cases, RCEA reserves the right, without any liability, to cancel the award of Contract at any time prior to the full execution of the Contract.

#### V. 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. 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, “Attachment A: Site Photos – Fortuna & Eureka”, as well as these Instructions to Bidders, and the forms appended hereto and made a part hereof.

A pre-bid meeting and walk-through are scheduled for this project. See Section “M” above. If site is not publicly accessible, no Bidder shall visit the site without prior authorization of Owner’s Representative. Bidders shall contact the Owner’s Representative for coordination of site visits.

END OF SECTION 00 21 13

**SECTION 00 22 13 – SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

**A. PROJECT DESCRIPTION**

This EVCS network expansion project is funded by the California Energy Commission’s (CEC’s) Clean Transportation Program (CTP), ARV-22-008 Grant. The goal of the ARV-22-008 Grant is to increase rural charging access and build community resilience in rural areas in Humboldt County.

This project includes the installation of a total of five (5) new electric vehicle dual port charging stations: one (1) at the Rohner Park site, two (2) at the Redwood Memorial Hospital site, and two (2) at the Sequoia Park site. The project work includes associated civil improvements, a new electrical service metering panel and associated charging station feeder circuits, overcurrent protection, utility conduit stub-out, and raceways for charging stations. The work shall be in accordance with the Plans and Specifications. RCEA has applied for all required permits and will provide the new charging station equipment (dual-port ChargePoint CP6021 units) to be installed.

**B. TIME FOR COMPLETION**

The Contractor shall complete the entire project by February 14, 2025.

The Contractor shall complete Site preparation for PG&E milestone by date specified in the Agreement.

The following is a schedule of significant events and deadlines indicating the timeline for this solicitation:

Issue Date	Friday, May 17, 2024
Mandatory pre-bid site walk:	Tuesday, June 4, 2024, at 9-11 a.m. pacific time
Deadline for questions:	By 3:00 p.m. pacific time, Monday, June 10, 2024
Bids due:	By 1:00 p.m. pacific time, June 21, 2024
Public bid opening:	After 1:00 p.m. pacific time, June 21, 2024
Anticipated bid award date:	Thursday June 27, 2024
Anticipated Notice to Proceed date:	After July 8, 2024
Anticipated PG&E Pre-construction site visits:	July 10 to August10, 2024
Anticipated Site Preparation for PG&E Milestone work:	July 10 to August 31, 2024
Deadline to complete all work:	No later than February 14, 2025

**C. PERFORMANCE AND PAYMENT BONDS**

If the project is over \$25,000.00, bonds will be required. 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.

**D. 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 RCEA the sum of \$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. See Section B-38 for complete description for all liquidated damages.

**E. SUBMITTALS REQUIRED FOR THIS PROJECT**

- a. EVITP Certification prior to Notice to Proceed
- b. A written description of the Method(s) to be used for installation of the raceways between the charging station(s) and the Meter Panel
- c. Meter Panel datasheet and drawing

- d. Wire datasheets
- e. Pull Box datasheet
- f. Concrete Mix verification
- g. Construction vehicle and Equipment list
- h. Compaction test reports

#### F. SUBSTITUTIONS

In describing any item, the use of a manufacturer or special brand does not restrict bidding to that manufacturer or special brand but is intended only to indicate quality and type of item desired, except as provided in §3400 of the Public Contract Code. Substitute products will be considered either prior to or after the award of the Contract in accordance with §3400 and as set forth in the General Conditions, Supplementary General Conditions, or the Specifications. All data substantiating the proposed substitute as an “equal” item shall be submitted with the written request for substitution. RCEA reserves the right to make all final decisions on product and vendor selection.

#### G. TAXES

Applicable taxes are expected to be paid by the Contractor and shall be included in the bid prices.

#### H. DISCOUNTS

Any discounts which the Bidder desires to provide RCEA must be stated clearly on the bid form itself so that RCEA can calculate the net cost of the bid proposal. Offers of discounts or additional services not delineated on the bid form will not be considered by RCEA in the determination of the lowest responsible responsive Bidder.

#### I. QUANTITIES

The quantities shown on the Plans and Specifications are approximate. RCEA reserves the right to increase or decrease quantities as desired.

#### J. PRICES

Bidders must quote prices F.O.B. unless otherwise noted. Prices should be stated in the units specified and Bidders should quote each item separately.

#### K. ALLOWANCES

An “allowance” means an amount included in the bid proposal for work that may or may not be included in the Project, depending on conditions that will become known only after the Project is underway.

#### L. SAMPLES

On request, if applicable, samples of the products being bid shall be furnished to RCEA.

#### M. CONTAINER COSTS AND DELIVERY

All costs for containers shall be borne by the Bidder. All products shall conform to the provisions set forth in the federal, RCEA, state and city laws for their production, handling, processing, and labeling. Packages shall be so constructed to ensure safe transportation to the point of delivery.

#### N. COMPLIANCE WITH APPLICABLE LAW

All equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state, and federal law, including, but not limited to, Labor Code §§1771,

1778 and 1779. In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail.

O. ADDENDA

No addenda will be issued within 48 hours of the designated bid opening time. Any addenda resulting in material changes, addition, or deletion will be issued at least 72 hours before the designated bid opening time; otherwise, the Bid time shall be extended by not less than 72 hours.

P. 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 RCEA 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 RCEA shall, unless otherwise specified in writing to the Contractor, be delivered to RCEA and any notice to or demand upon RCEA shall be mailed in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any delivery company for transmission to RCEA at such address, or to such other representatives of RCEA or to such other address as RCEA 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.

Q. MINIMUM RATES OF PAY

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

This project is  / is not  subject to compliance monitoring and enforcement by the California Department of Industrial Relations pursuant to Labor Code sections 1725.5 and 1770 *et seq.* In accordance with Labor Code sections 1725.5 and 1770 *et seq.*, all Bidders, contractors and subcontractors working at the site shall be duly registered with the Department of Industrial Relations at time of bid opening and at all relevant times. Proof of registration shall be provided as to all such contractors prior to the commencement of any work. Contractor will be required to maintain records and release them to Owner's Representative for the project record.

R. 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 must be consulted with regard to locations.

- c. Upon completion of the project, or as directed by RCEA, 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 RCEA.
- d. The Contractor shall furnish and maintain, during construction of the project, adequate facilities at the site to be designated by RCEA for the use of RCEA or the Owner's Engineer.

S. NOISE ABATEMENT PROVISIONS

- a. Noise Affecting Sites and Adjacent Neighborhoods:
  - i. 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.
  - ii. 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:
  - i. 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.
  - ii. Use truck haul routes through surrounding communities which minimize impacts on noise sensitive land uses. On the site, use routes as directed and approved by Owner's Representative.
- c. Vibration Control: Provide ten (10) working days' notice before conducting construction activities that might cause vibration, such as, but not limited to, drilling, excavation, compaction, pile driving, etc.
- d. Noise Levels: Do not exceed an average continuous sound level of 72 Dba, measured at the perimeter of the work area, and do not exceed an impact noise level of 100 Dba measured at the perimeter of the work area, and only two impact occurrences between 72 Dba and 100 Dba are permitted in a one-hour period.

END OF SECTION 00 22 13

**SECTION 00 41 00 – BID FORM**

TO: Redwood Coast Energy Authority

Installation of EV Charging Stations for RCEA Charging Network – FORTUNA & EUREKA

RCEA Project No. IFB-24-504

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 and the General Prevailing Wage provisions as specified in the "Invitation To Bidders".

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

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

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

If this proposal shall be accepted and the undersigned fails to enter into the Contract and to give the bonds as required within ten (10) calendar days after the Bidder has received notice that the contract has been awarded, RCEA may, at its option, determine that the Bidder has abandoned the Contract, and thereupon this bid and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this bid shall be forfeited and become the property of RCEA.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named therein; that the bid is submitted without collusion with any other person, firm, or corporation; that Bidder has carefully examined the location of the proposed work, the proposed form of contract, and the plans therein referred to; and proposes and agrees if this bid is accepted, that Bidder will contract with RCEA in the form of RCEA’s contract, 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 Owner’s Engineer as therein set forth, and that he will take in full payment therefor the following item prices to wit:



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

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

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

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

Executed at \_\_\_\_\_, California, on \_\_\_\_\_, 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 21 13, "Supplementary Instructions To Bidders," if the Project is not completed within the agreed time of completion.

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

**BASE BID:**

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

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

**PRICE BREAKDOWN:**

Please provide information below to break out the civil and electrical work for easier evaluation. Civil work at Sequoia Park and Redwood Memorial Hospital will include foundations, trenching, backfilling, concrete, paving, signage and striping associated with construction of parking stalls. Civil work at Rohner Park will include foundations, trenching, backfilling, signage and striping associated with designation of parking stalls, no new paving for parking stalls will be required at the Rohner Park site. Electrical work will include the meter panel, breakers, pull boxes, wire, conduit, and installation of the RCEA-provided charging stations. Rohner Park site will require a pedestal mounted meter/switchgear per sheet 1.2 of Attachment 1.1.

<u>Site</u>	<u>Civil Cost</u>	<u>Electrical Cost</u>	<u>Total Site Cost</u>
Sequoia Park site	\$	\$	\$
Rohner Park site	\$	\$	\$
Redwood Memorial Hospital site			
Total Project Cost	\$	\$	\$

**BID ALTERNATES:**

None for this project

**UNIT PRICES**

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

1. None for this project

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

**Proposal Signature Page**

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

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(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 the Act providing for the registration of Contractors:

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

DIR Number: \_\_\_\_\_

By my signature on this bid 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 bid I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Non-Collusion Declaration 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 RCEA prior to opening Bids or may be submitted with the Bid; otherwise, the Bid will be disregarded as irregular and unauthorized.

END OF SECTION 00 41 00

**SECTION 00 43 13 – BID SECURITY FORM (BID BOND)**

KNOW ALL PERSONS BY THESE PRESENTS:

We, the Contractor, \_\_\_\_\_ as principal (“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 (“Surety”), are firmly bound unto the Redwood Coast Energy Authority (“RCEA”), State of California, as Obligee in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), representing ten percent (10%) of the total amount of the bid of the Principal submitted to RCEA for the work described below for the payment of which sum in lawful money of the United States, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by this agreement.

Whereas, the Principal has submitted the accompanying bid (“Bid”) dated \_\_\_\_\_, for the following project (“Project”):

Installation of EV Charging Stations for RCEA Charging Network – FORTUNA & EUREKA  
RCEA Project No. IFB-24-504

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the Redwood Coast Energy Authority, 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 the above-bound parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 2024, the name and corporate seal of each corporate Party being hereunder affixed, and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

(Corporate Seal)

\_\_\_\_\_  
Principal/Contractor

By \_\_\_\_\_

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

(Corporate Seal)

\_\_\_\_\_  
Surety

Attach Attorney-In-Fact Certificate

By \_\_\_\_\_

\_\_\_\_\_  
Title

*To be signed by Principal and Surety and Acknowledgment and Notary Seal to be attached.*

END OF SECTION 00 43 13

## **SECTION 00 43 23 – ALTERNATES**

### 1. SUMMARY

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

### 2. DEFINITIONS

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

### 3. PROCEDURES

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

END OF SECTION 00 43 23



**SECTION 00 43 93 – BID SUBMITTAL CHECK LIST**

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

- Section 00 41 00 – Bid Form
- Section 00 43 13 – Bid Security Form (Bid Bond)
- Section 00 43 36 – Subcontractor List
- Section 00 45 13 -- Bidder's Qualifications
- Section 00 45 19 – Non-Collusion Declaration
- Section 00 45 26 – Workers' Compensation Certification
- Section 00 45 48 – Debarment and Suspension Certification

END OF SECTION 00 43 93



**SECTION 00 45 13 – BIDDER'S QUALIFICATIONS**

Installation of EV Charging Stations for RCEA Charging Network – FORTUNA & EUREKA

RCEA Project No. IFB-24-504

TO THE BIDDER:

In making its award, the Board of Directors for RCEA will take into consideration the Bidder's experience, financial responsibility and capability. The following questionnaire is a part of the bid. Any bid received without this completed form may be rejected as nonresponsive. The Board will use, but will not be limited to, the information provided herein for evaluating the qualifications and responsibility of the Bidder and the Bidder's organization to carry out satisfactorily the terms of the Contract Document. The questionnaire must be filled out accurately and completely and submitted with the bid. Any errors, omissions or misrepresentation of information may be considered as a basis for the rejection of the bid and may be grounds for the termination of any contract executed as a result of the bid. Please fill in all questions or mark "not applicable."

A. Description of Bidder's Organization

1. Firm Name \_\_\_\_\_

2. Address \_\_\_\_\_

3. Telephone Number \_\_\_\_\_

4. Type of Organization

a. Corporation? Yes \_\_\_\_ No \_\_\_\_

If yes, list the officers and positions, and the State in which incorporated.

\_\_\_\_\_  
If the Bidder corporation is a subsidiary, give name and address of parent corporation.

b. Partnership? Yes \_\_\_\_ No \_\_\_\_

If yes, list partner names and addresses

General Partners:

Limited Partners:

c. Individual Proprietorship? Yes \_\_\_\_ No \_\_\_\_

If yes, list name and address of proprietor:

B. Nature of Operations

1. How long have you been engaged in the contracting business under your present business name?  
\_\_\_\_\_
2. How many years of experience does your business have in construction work similar to that called for under this bid? \_\_\_\_\_
3. Have you now contracts, or have you ever contracted, to provide construction for any government agency or special district in the State of California? Yes \_\_\_\_\_ No \_\_\_\_\_
  - a. If “yes,” on a separate attached sheet, provide the following information for all construction projects you have had with government agencies or special districts during the last four (4) years:
    - i. Year contract awarded
    - ii. Type of work
    - iii. Contract completion time called for/actual completion time
    - iv. Contract price
    - v. For whom performed, including person to call for a reference and telephone number.
    - vi. Location of work
    - vii. Number of stop notices file.
    - viii. For each contract, list any lawsuits filed relating to that contract in which you were a defendant or plaintiff.
    - ix. Amount of liquidated damages assessed.
  - b. On a separate attached sheet, provide the following information for all construction contracts of a similar nature as called for in this bid that you have had with other entities during the last four (4) years:
    - i. Year contract awarded
    - ii. Type of work
    - iii. Contract completion time called for/actual completion time
    - iv. Contract price
    - v. For whom performed, including person to call for reference and phone number
    - vi. Location of work
    - vii. Number of stop notices filed
    - viii. For each contract list any lawsuits filed relating to that contract in which you were a defendant or plaintiff
    - ix. Amount of liquidated damages assessed.
  - c. For each construction contract that you have failed to complete within the contract time in the last four years please state the reasons for the untimely performance.

C. Past Experience

1. If any of the business endeavors referred to above are no longer operating, or you are no longer associated with them, please give brief details:

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2. The following surety companies may be contacted as references as to the financial responsibility and general reliability of the Bidder:

<u>Surety Name</u>	<u>Contact Person</u>	<u>Phone Number</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

I certify under penalty of perjury of the laws of the State of California that the foregoing is true and correct.  
Executed at \_\_\_\_\_, California, on \_\_\_\_\_, 2024.

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

Name (*print*) \_\_\_\_\_

Company \_\_\_\_\_

END OF SECTION 00 45 14

**SECTION 00 45 19 – NON-COLLUSION DECLARATION**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. The Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

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

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

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

END OF SECTION 00 45 19

**SECTION 00 45 26 – WORKERS’ COMPENSATION CERTIFICATION STATEMENT**

Labor Code §3700 in relevant part provides:

“Every employer except the State shall secure the payment of compensation in one or more of the following 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, 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 his employees.”

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

\_\_\_\_\_  
Signature of Contractor

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

In accordance with Article 5 (commencing at §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 performing any work under this Contract.

END OF SECTION 00 45 26

**SECTION 00 45 48 – DEBARMENT AND SUSPENSION CERTIFICATION**

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

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

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

\_\_\_\_\_  
Signature of Contractor

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

END OF SECTION 00 45 48

**SECTION 00 51 00 – NOTICE OF AWARD**

To: \_\_\_\_\_

Project Description: Installation of Installation of EV Charging Stations for RCEA Charging Network – FORTUNA & EUREKA.

Redwood Coast Energy Authority has considered the bid submitted by you for the above-described work in response to its Notice Inviting Bids for the Project.

You are hereby notified that your bid has been accepted in the amount of: xxxxx (\$xx,xxx).

You are required to execute the Contract and furnish the required Performance Bond and Payment Bond using the bond forms provided in the Contract Documents and the required certificates of insurance within ten (10) calendar days from the date of issuance of this Notice.

If you fail to execute the Contract and to furnish the bonds and insurance within ten (10) calendar days from the date of issuance of this Notice, RCEA will be entitled to consider all your rights arising out of its acceptance of your bid as abandoned and your Bid Security/Bid Bond forfeited. RCEA will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to RCEA.

Dated this xxxx day of xxxxx, 2024. \_\_\_\_\_

By: Matthew Marshall  
Authorized Signature

Received by:

xxxxx, this is the xxth day of xxxx, 2024. \_\_\_\_\_

By: xxxxx

Title: xxxxx

END OF SECTION 00 51 00

**SECTION 00 52 00 –AGREEMENT**

This is an AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between the Redwood Coast Energy Authority, a Joint Powers Authority (hereinafter referred to as RCEA) and \_\_\_\_\_, a corporation organized and existing under the laws of the State of California, a partnership consisting of \_\_\_\_\_; an individual doing business as \_\_\_\_\_ in the State of California, (hereinafter referred to as "CONTRACTOR"). RCEA 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:

**REDWOOD COAST ENERGY AUTHORITY**

Installation of EV Charging Stations for RCEA Charging Network – FORTUNA & EUREKA  
RCEA Project No. IFB-24-504

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: **None**

**SECTION 2 - CONTRACT PRICE**

RCEA 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 RCEA, 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, set forth hereafter in their order of precedence and hereinafter collectively referred to as the CONTRACT DOCUMENTS:

- Notice to Contractors
- Bid Form
- Bid Security Form
- Subcontractor List
- Bidder’s Qualifications
- Non -Collusion Declaration
- Debarment Suspension Certification
- General Requirements
- This Agreement
- General Conditions



- Supplementary General Conditions
- Payment Bond
- Performance Bond
- Insurance Certificates
- Plans and Drawings
- Technical Specifications
- Special Conditions

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 at RCEA. 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 RCEA 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 – CONTRACT TIME**

- A. Notice to Proceed.** Following receipt and full execution and approval of the Contract Documents and posting of the requisite Bonds as called for therein, RCEA 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 RCEA. As an express condition precedent to RCEA's obligation to issue a Notice to Proceed, Contractor must submit proof of Electric Vehicle Infrastructure Training Program (EVITP) Certification to RCEA.
- B. Commencement of Work.** 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.
- C. Milestone Completion Date.** Contractor shall complete all site preparation work required to be completed in advance of PG&E work no later than \_\_\_\_\_, 2024.
- D. Project Completion Date.** All work called for in this Agreement shall be fully completed by December 12, 2024.

#### **SECTION 5 - PREVAILING WAGE**

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

#### **SECTION 6 - 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 7 - NOTICES**

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

Redwood Coast Energy Authority  
Attn: Contract Manager  
633 3<sup>rd</sup> Street  
Eureka, CA 95501  
(707) 269-1700

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

<NAME & ADDRESS OF CONTRACTOR>

## SECTION 8 – CALIFORNIA ENERGY COMMISSION FLOW DOWN PROVISIONS

This work is being funded by a grant from the California Energy Commission's (Energy Commission) Clean Transportation Program. The following requirements are binding on Contractor as express Energy Commission flow down provisions from said grant funding. Failure to comply with the above requirements may result in the termination of this Agreement.

- A. **Nondiscrimination**. During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Recipient and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractor and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part of it as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- B. **Standard of Performance**. Contractor, its subcontractors and their employees, in the performance of work under this Agreement shall be responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures used in the Contractor's field.

Any costs for failure to meet the foregoing standard or to correct otherwise defective work that requires re-performance of the work, as directed by RCEA, shall be borne in total by Contractor.

In the event Contractor fails to perform in accordance with the above standard:

- Contractor will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of RCEA. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Contractor shall work any overtime required to meet the deadline for the task at no additional cost to RCEA;
- RCEA shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and

- RCEA shall have the option to direct Contractor not to re-perform any task which was not performed to the reasonable satisfaction of RCEA pursuant to application of (1) and (2) above. In the event RCEA directs Contractor not to re-perform a task, RCEA shall negotiate a reasonable settlement for satisfactory work performed.

Nothing contained in this section is intended to limit any of the rights or remedies which RCEA or the Energy Commission may have under law.

### **C. Retention Of Records**

The Recipient shall retain all project records (including financial records, progress reports, and payment requests) for a minimum of three (3) years after the final payment has been received or three years after the federal grant term, whichever is later, unless otherwise specified in the funding Agreement. Records for nonexpendable personal property acquired with grant funds shall be retained for three years after its final disposition or three years after the federal grant term, whichever is later.

### **D. Audits**

Upon written request from the Energy Commission or RCEA, Contractor shall provide detailed documentation of all expenses at any time throughout the project. In addition, Contractor agrees to allow the Energy Commission or any other agency of the State, or their designated representative, or RCEA, upon written request, to have reasonable access to and the right of inspection of all records that pertain to the project during the term of this Agreement and for a period of three (3) years thereafter or three years after the federal grant term, whichever is later, unless the Energy Commission or RCEA notifies the Recipient, prior to the expiration of such three-year period, that a longer period of record retention is necessary. Further, Contractor agrees to incorporate an audit of this project within any scheduled audits, when specifically requested by RCEA. Contractor agrees to include a similar right to audit in any subcontract.

### **E. Indemnification.**

Contractor agrees to indemnify, defend, and save harmless the State of California, RCEA, and each of their respective officers, agents, and employees from any and all claims and losses accruing or resulting to Contractor and to any and all contractors, subcontractors, materialmen, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the work, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of the work.

### **F. Assembly Bill 841**

By signing this Agreement, Contractor, as a material term of this Agreement, shall be fully responsible for complying with this section. AB 841 (Ting, 2020) added Public Utilities Code (PUC) section 740.20, which requires Electric Vehicle Infrastructure Training Program (EVITP) certification to install electric vehicle charging infrastructure and equipment for work performed on or after January 1, 2022, subject to certain exceptions. As a policy matter, the California Energy Commission (CEC) is applying the EVITP certification requirements to project work funded under this Agreement, regardless of whether it might be performed prior to January 1, 2022, unless an exception applies.

Therefore, applying PUC 740.20 EVITP requirements to this Agreement means that all electric vehicle charging infrastructure and equipment located on the customer side of the electrical meter shall be installed by a contractor with the appropriate license classification, as determined by the Contractors' State License

Board, and at least one electrician on each crew, at any given time, who holds an EVITP certification. Projects that include installation of a charging port supplying 25 kilowatts or more to a vehicle must have at least 25 percent of the total electricians working on the crew for the project, at any given time, who hold EVITP certification. One member of each crew may be both the contractor and an EVITP certified electrician. The requirements stated in this paragraph do not apply to any of the following:

- (1) Electric vehicle charging infrastructure installed by employees of an electrical corporation or local publicly owned electric utility.
- (2) Electric vehicle charging infrastructure funded by moneys derived from credits generated from the Low Carbon Fuel Standard Program (Subarticle 7 (commencing with Section 95480) of Article 4 of Subchapter 10 of Chapter 1 of Division 3 of Title 17 of the California Code of Regulations).
- (3) Single-family home residential electric vehicle chargers that can use an existing 208/240-volt outlet.

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

**REDWOOD COAST ENERGY AUTHORITY**

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

Name, Title: \_\_\_\_\_

**CONTRACTOR**

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

Name, Title: \_\_\_\_\_

END OF SECTION 00 52 00

**SECTION 00 55 00 – NOTICE TO PROCEED**

To: \_\_\_\_\_

Date: xx/xx/xx

**PROJECT:** Installation of EV Charging Stations for RCEA Charging Network – FORTUNA & EUREKA

You are hereby notified to commence work in accordance with the Contract dated \_\_\_\_\_, 2024, on or before \_\_\_\_\_, 2024, and you shall complete the work by no later than December 16, 2024.

By: \_\_\_\_\_  
Authorized Signature

END OF SECTION 00 55 00

**SECTION 00 61 13 – PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

That \_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal, and:  
(Corporation, Partnership or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held, and firmly bound unto

REDWOOD COAST ENERGY AUTHORITY  
633 3<sup>rd</sup> Street  
Eureka, California 95501

hereinafter called OWNER, in the penal sum of

Dollars ..... (\$ \_\_\_\_\_)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bond ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2024, a copy of which is hereto attached and made a part hereof for the construction of:

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

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all of the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if Principal shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which

the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

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

**SURETY**

(Power of Attorney for person signing for Surety Company, or a certified copy thereof, must be attached. Signatures of person or persons executing for the Surety must be acknowledged.)

END OF SECTION 00 61 13

**SECTION 00 61 14 – PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Governing Board of the Redwood Coast Energy Authority (“RCEA”) and the Contractor, \_\_\_\_\_ (“Principal”) have entered into a contract (“Contract”) for the furnishing of all materials, labor, services, equipment, tools, supervision and transportation necessary, convenient and proper for the Installation of EV Charging Stations for RCEA Charging Network Expansion Project which Contract is dated \_\_\_\_\_, 2024, and all of the Contract Documents made part thereof are fully incorporated herein by this reference; and

WHEREAS, Contractor/Principal is required by Division 4, Part 6, Title 3, Chapter 5 (commencing at Section 9550) of the California Civil Code to furnish a bond in connection with the contract.

NOW, THEREFORE, we, the Contractor/Principal and \_\_\_\_\_ as Surety, are held firmly bound unto RCEA 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, 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 hereinafter set forth, 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 this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

*To be signed by  
Principal and Surety  
and acknowledgment  
and notarial seal to  
be attached.*

\_\_\_\_\_  
PRINCIPAL

By:

\_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
SURETY

By:

\_\_\_\_\_

\_\_\_\_\_  
Title

END OF SECTION 00 61 14

**SECTION 00 72 00 – GENERAL CONDITIONS**

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**GC 1. DEFINITIONS**

- A. BOARD: The term "Board", or pronouns in place of same where used herein, shall mean the Redwood Coast Energy Authority Governing Board.
- B. CONTRACTOR: The term "Contractor", where used herein, shall mean the Contractor to whom the contract for the work described and specified herein has been awarded by the Board.
- C. ENGINEER: The term "Engineer" shall mean the licensed professional engineer appointed by the Redwood Coast Energy Authority as the authorized representative of the Owner for this Project.
- D. OWNER: The "Owner" is the Redwood Coast Energy Authority, or RCEA; the term Owner means the Owner or their authorized representative.
- E. OWNER'S REPRESENTATIVE: The term "Owner's Representative" shall mean agent assigned to the Project by Redwood Coast Energy Authority as specified in the Instructions to Bidders Section.
- F. PLANS AND SPECIFICATIONS: The term "Plans and Specifications" shall mean and include all specifications and provisions of every kind, whether general, detailed or otherwise, relating to the equipment, material of 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. PROJECT INSPECTOR: The term "Project Inspector" shall mean agent assigned to the Project by Redwood Coast Energy Authority.
- H. RCEA: The term "RCEA," or pronouns in place of same where used herein, shall mean the Redwood Coast Energy Authority acting through its Executive Director as authorized by its Governing Board.

**GC 2. CONTRACT**

- A. The Contract Documents include all documents identified as such in the Agreement (Section 00 52 13), and any addenda, 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 Engineer.
- C. No verbal agreement or conversation with any officer, agent, or employee of Owner or Engineer, 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 Engineer and the Contractor, but the Engineer shall be entitled to performance of obligations intended for their benefit, and to enforcement thereof. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner or the Engineer and any subcontractor or sub-subcontractor.

**GC 3. BONDS**

- A. The successful bidder, 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 if the successful bid exceeds \$25,000. The successful Bidder shall be required to submit Payment and Performance Bonds as specified in and using the Bond Forms included with the Contract Documents. All required Bonds shall be based on the maximum total contract price as awarded, including additive alternates, if applicable. Bonds must be received no later than ten (10) days after receipt of Notice of Award.

**GC 4. INSURANCE REQUIREMENTS**

- A. THIS CONTRACT/AGREEMENT SHALL NOT BE EXECUTED BY RCEA and the CONTRACTOR is not entitled to any rights, unless certificates of insurance, or other sufficient proof that the following provisions have been complied with, and such certificate(s) are filed with RCEA.
- B. Without limiting Contractor's indemnification provided herein, Contractor shall, and shall require any of its subcontractors, to take out and maintain, throughout the period of this Agreement, the following policies of insurance placed with insurers with a current A.M. Bests rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of Contractor, its agents, employees, or subcontractors:
1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence from 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:
    - i. RCEA, its officers, employees, and agents, 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 RCEA, its officers, agents, and employees.
    - ii. 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 RCEA by certified mail.
    - iii. 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.
    - iv. For claims related to this project, the Contractor's insurance is primary coverage to RCEA, and any insurance or self-insurance programs maintained by RCEA are excess to Contractor's insurance and will not be called upon to contribute with it.
    - v. Any failure to comply with reporting or other provisions of the parties, including breach of warranties, shall not affect coverage provided to RCEA, its officers, employees, and agents.
  2. 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 RCEA by certified mail.

3. 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 RCEA, its officers, agents, and employees and provide for thirty (30) days prior written notice in the event of cancellation.
  4. If applicable, 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 RCEA 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 RCEA and Contractor.
  5. Contractor shall furnish RCEA with certificates and original endorsements effecting the required coverage prior to execution of this Agreement by RCEA. The endorsements shall be on forms as approved by RCEA's Risk Manager or RCEA Counsel. Any deductible or self-insured retention over \$100,000 shall be disclosed to and approved by RCEA. If Contractor does not keep all required policies in full force and effect, RCEA may, in addition to other remedies under this Agreement, take out the necessary insurance, and Contractor agrees to pay the cost of said insurance.
- B. **SUBCONTRACTORS:** Should contractor subcontract any portion of the work to be performed under this Agreement, said subcontractors shall be required by contractor to:
1. 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 RCEA.
  2. Hold harmless and to indemnify, defend and save harmless contractor and RCEA, its Governing Board, officers, 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.

I. **HOLD HARMLESS/INDEMNIFICATION CLAUSE**

Pursuant to Government Code section 895.4, the parties to this Agreement shall indemnify, defend and hold harmless the other parties hereto and their officers, agents, and employees, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorney's fees, which arise by the virtue of its own acts or omissions (either directly or through or by its officers, agents or employees) in connection with its duties and obligations under this Agreement and any amendments hereto.

Acceptance of insurance, if required by this Agreement, does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

**GC 5. TERMINATION OF CONTRACT**

- A. 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.

- B. Should the Contractor fail to perform any of the provisions of the Contract, the Owner shall have the right, whether or not an alternative right is provided, to declare the Contract terminated. A written notice by the Owner to the Contractor that the Contract is terminated shall be deemed a complete termination of same.
- C. On the Contract being so terminated, the Contractor shall, provided Contractor is ordered to do so by the Owner, immediately remove from the premises all or any materials and personal property belonging to Contractor which have not been used in the construction of the Work or which is not in place in the Work; and both Contractor and their surety shall be liable upon their bond for all damages caused to the Owner by reason of failure to complete the Contract.
- D. See GC 29, SUFFICIENT LABOR OR MATERIAL.

**GC 6. NON-CONTINUANCE OF WORK**

- A. Should the Contractor at any time during the progress of the Work refuse, neglect or be unable for any reason, except the documented inability to supply a sufficiency of materials or workers necessary, to complete the Work within the time specified in the Contract, the Owner shall have the power to terminate the Contract as prescribed.

**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 them 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 Engineer 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, Owner's Representative, or Engineer 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. At the end of each calendar month, the Contractor shall submit to the Owner's Representative a statement of all materials actually placed in the building during the month, the labor expended thereon, and the cost thereof; whereupon after verification by the Owner's Representative it is found to be acceptable, a certificate for the amount less five percent (5%) thereof will be issued by the Owner's Representative except that no certificate will be issued for defective work and materials until they have been removed, replaced and made good. The Owner will also pay the costs of material on hand under the following conditions: Written approval is given by the Owner's Representative prior to requesting payment. Approved items have been inventoried by the Owner's Representative and they are stored in a safe and weather protected manner and are major items that delay in receiving will adversely affect the construction time schedules. The Owner's Representative will issue a certificate for the certified invoice amount, less five percent (5%) thereof. The Contractor shall be paid monthly as the work progresses, the amount of each such certificate. Final payment shall be made in accordance with E. below.
- B. As a basis for determining the amount of monthly payments, the Contractor shall, before commencing the work, submit to the Owner's Representative for approval a detailed statement of all materials and labor included in their original estimate. This statement 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 regular initial schedule of values shall be prepared and submitted by Contractor twenty (20) calendar days in advance of the time the first request for payment is due, allowing sufficient time for review, approval and modifications as may be required prior to use for said first payment. The total sum of the schedule of values shall equal the Contract Price.
- C. Acceptance of any work and payments therefore shall be made upon written recommendation of the Owner's Representative and Engineer.
- D. Payments to the Contractor will be made within 30 days of an approved pay estimate 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.
- E. Thirty-five (35) days after the acceptance of the work by the Owner's Representative and Engineer (provided the project has been accepted by RCEA), the Contractor shall be entitled to the balance due for the completion and acceptance of the work, provided that all claims for labor and materials have been paid, and that no claims shall have been filed with RCEA based upon acts or omissions of the Contractor and that no stop notices have been filed.

**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 their work is due to omission or ambiguity in said plans or specifications.
- C. If errors are found in the Construction Documents that cannot be termed conflicts (shown, sized, or called out differently in different places) the Contractor shall immediately notify the Owner's



Representative within 15 calendar days following the discovery of any error so that a change order can be prepared, and the item corrected prior to construction.

D. Refer to GC 24, Unity of Documents.

## **GC 12. CHANGES TO PLANS AND SPECIFICATIONS**

A. No modification or deviation from plans and specifications will be permitted by the Contractor without prior written consent of Owner. However, within the limits allowed by law, the Contractor agrees that Owner, without invalidating the Contract, may order extra work or make changes by altering, adding to, or deducting from the Work, the contract price being adjusted accordingly, and that Contractor will enter into a modification of the original contract to make such changes by means of a written Change Order.

B. Change Orders shall be signed by the Contractor, Engineer, and authorized representative of the Owner.

C. All Change Orders shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. Both parties agree that 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 overhead and profit; or, in the event that 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 not more than 15% which shall cover the use of Contractor's overhead and profit. In no case shall the total of any subcontractor(s) together with the Contractor's overhead, profit, bonds, and insurance exceed 15%. All costs shall be included as a lump sum price on change orders.

2. Cost estimates for all changes shall be submitted by the Contractor to the Owner's Representative for checking by the Owner's Representative and Engineer. The Contractor shall submit all cost estimates 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 estimate 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, Engineer, 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 order from the Owner, proceed with the work called for in the Change Order 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.

## **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, Engineer, and Owner unless a longer period is called for in the Technical Specification Sections.

- B. Acceptance of the Work by the Owner's Representative, Engineer 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.
- C. 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 skillful 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 OWNER'S ENGINEER 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 Engineer'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 completion 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 Engineer through 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.

**GC 16. ADMINISTRATION OF THE CONTRACT**

- A. The Owner's Representative 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 Engineer will advise and consult with the Owner's Representative and Owner. The Owner's instruction to the Contractor shall be forwarded through the Owner's Representative. The Owner's Representative 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 Owner's Representative or Engineer 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 Owner's Representative or Engineer will not be responsible for or have control 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 Owner's Representative and Engineer 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 Owner's Representative and Engineer may perform their functions under the Contract Documents.
- E. Based on the Owner's Representative's and Engineer'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 Owner's Representative shall, upon receipt of a complete submittal from the Contractor, make the submission to the Engineer. The Engineer 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 Engineer'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 Engineer 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 Engineer 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 Engineer or other representatives of the Owner, at the project site and at the various other locations where project is being performed.
- I. The Owner's Representative and Engineer will have authority to reject Work which does not conform to the Contract Documents. Whenever, in their opinion, the Owner's Representative considers it necessary or advisable for the implementation of the intent of the Contract Documents, the Owner's Representative or Engineer 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's and Engineer'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 or Engineer 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 within one year from the date of completion of the Work by the Contractor and its approval by the Owner's Representative, Engineer, and its acceptance by the Owner.
- B. Failure of Owner's Representative, Engineer, 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 Engineer of such defects or variances; nor by such failure shall Owner, Owner's Representative or Engineer 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, Engineer 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 or Engineer has not specifically requested to observe prior to being covered, the Owner's Representative or Engineer 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.

#### **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, Engineer, and Owner.

**GC 19. DOCUMENTS FURNISHED**

- A. The Contractor will be supplied one (1) set of Contract Documents for use in the Work.
- B. Additional sets of Contract Documents may be obtained from RCEA, at cost, at Contractor's expense.

**GC 20. DRAWING DIMENSIONS**

- A. 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**

- B. 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.
- C. 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. All submittals listed in Section 00 21 13 Supplementary Instructions to Bidders shall be submitted within ten (10) working days from issuance of Notice to Proceed.
- B. Shop Drawings are drawings, diagrams, schedules, 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.
- C. 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.
- D. Samples are physical examples which illustrate materials equipment or workmanship and establish standards by which the Work will be judged.
- E. The Contractor shall review, approve, and submit, with such promptness as to cause no delay in their own work or in that of any other contractor, copies of all Shop Drawings or Setting 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 16. The Contractor shall make any corrections required by the Owner's Representative or Engineer and resubmit corrected copies.

- F. 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.
- G. Submittals shall be delivered as directed by the Owner's Representative, 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.
- H. The furnishing by the Contractor or the review by the Engineer of drawings, samples, schedules, or other data shall not relieve the Contractor from responsibility for deviations from drawings or specifications, nor shall it relieve them of responsibility for errors of any sort in shop drawings, schedules, or other submittals.
- I. By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that they have determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that they have checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- J. Each Submittal shall be properly identified as required by the Owner's Representative.
- K. Deviations from requirements of Contract Documents, errors, inconsistencies with submittals previously made to or reviewed by Engineer, and corrections to dimensions or supporting data shall be clearly identified by the Contractor by notations on the submittals or attached explanations.
- L. Contractor must receive written approval from Owner's Representative and Owner's Engineer for each submittal before any materials are purchased or delivered to jobsite. 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 Engineer as provided in Subparagraph 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 applicable, 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 efficient 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 themselves with the Contract Documents and the premises of the Work, and shall at once report to the Engineer, in writing if requested, 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 Engineer.
- 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 Owner's Representative, in writing if requested, 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 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 their work, except as to defects which later develop in the work of other contractors after the execution of their own work.
- E. Contractor's inspection of documents and premises shall include making known to themselves 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 their requirements 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 22 13, "Supplementary 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 efficient manner. All material and labor shall be subject to the approval of the Engineer 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. SUFFICIENT LABOR OR MATERIALS**

- A. Should the Contractor abandon the Work called for under these specifications, or seek to assign this Contract, or if at any time the Owner's Representative shall be of the opinion and so certify in writing to the Owner that the Contractor is unnecessarily and unreasonably delaying the work, or that the Contractor is willfully violating any of the conditions or provisions of the plans and specifications, or is performing their work in bad faith, the Owner shall, in addition to all other remedies provided by Contract or by law, after seven (7) days written notice to the Contractor, have the power to notify the Contractor to discontinue all work or any part thereof under this Contract; and thereupon, the Contractor shall cease to continue said Work or such part thereof as the Owner may designate, and the Owner shall thereupon have the power to obtain by contract, purchase or hire, such implements, tools, labor or materials by contract or otherwise, as Owner may deem advisable, to work at and be used to complete the Work herein described, or such part thereof as the Owner's Representative shall certify has not been completed, and to use such material as it may find at the building site. The expenses so incurred in the process shall be deducted by the Owner out of such monies as may either be due or may at any time thereafter become due to the Contractor under and by virtue of these plans and specifications, or any part thereof.
- B. If the unpaid balance of the contract price exceeds the cost of finishing the Work, including compensation for the Owner's Representative or Engineer's additional services made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor or their bondspeople shall pay the difference to the Owner on notice to either from the Owner. The amount to be paid to the Contractor or to the Owner, as the case may be, shall be certified by the Owner's Representative, upon application, in the manner provided in GC Article 10, and this obligation for payment shall survive the termination of the Contract.

**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.

**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 BUILDING 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; a copy of Title 24, CCR and the current California Building Code shall be kept at the job site at all times by the Contractor. Such laws and regulations shall be considered a part of these specifications 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.

**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 and not excluded in Paragraph D below.
- B. 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.
- C. 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.
  4. The Contractor shall obtain Encroachment Permits as needed.

5. Contractor shall procure and deliver to the Owner's Representative, 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.

C. 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 Owner's Representative, Engineer 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 their 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 their 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 their building operations or their 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 Project Inspector, the Engineer, 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 their building operations or their 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, Engineer, 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 their 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 their 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 their 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, Project Inspector or Engineer, 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 their 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 or 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 their 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 their work, whether so injured by their 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 have control or charge over their Subcontractors; shall be responsible to the Owner for the acts and omissions of their 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 Engineer.
- B. 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 themselves 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 Engineer. 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 worker who shall be employed by the Contractor or any of their 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 their 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 estimates 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 Engineer through 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 their obligations to perform the Work in accordance with the Contract Documents by the activities or duties of the Owner's Representative in their administration of the Contract, or by inspections, tests or approvals required or performed under GC 31, by person other than the Contractor.
- I. Progress Schedule:
  - 1. The Contractor shall prepare and submit to the Owner's Representative with copy for the Engineer 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 Detailed Bar 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 Engineer'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 parties 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 and Engineer through the Owner's Representative.

**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 Engineer; and shall not cut a beam, timber, or support of any kind without the consent of the Engineer. 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, or, 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 RCEA.

- 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 RCEA 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 RCEA 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 RCEA or others performing additional work, or to fires, floods, labor disputes, epidemics, 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, abnormal weather conditions or acts of God. The provisions of this Provision shall not exclude recovery for damages (including but not limited to fees and charges of Engineers, 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 RCEA in writing of the probability of the occurrence of such delay and its cause in order that RCEA 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 RCEA at the time of their occurrence and found by RCEA to have been unavoidable. The Contractor shall make no requests for extensions of time as to delay not called to the attention of RCEA 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 RCEA 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 RCEA, 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 RCEA and unforeseeable delays in the completion of work or interference by other contractors employed by RCEA 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. RCEA, however, shall have the right to grant an extension of time for avoidable delay if it is deemed in RCEA'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 RCEA 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. RCEA and Contractor recognize that time is of the essence and that RCEA 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 RCEA 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, RCEA and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay RCEA 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, RCEA. RCEA 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. RCEA 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 RCEA 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 them or by any subcontractor under him, 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 Code; but no sum shall be so withheld, retained or forfeited except from the final payment without a full investigation by either the Division of Labor Law Enforcement of the State Department of Industrial Relations or by the Owner.

**GC 45. PREVAILING WAGE RATES & PAYROLL RECORDS**

- 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 Prime 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 his 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 their 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, the Division of Labor Standards Enforcement, or the Division of Apprenticeship Standards of the Department of Industrial Relations.

- 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, the Division of Apprenticeship Standards, 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 their 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 and the 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 any 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 themselves 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. Failure of the Owner to make an objection to any person or organization on the list prior to the award shall constitute acceptance of such person or organization.
- 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 Engineer will not undertake to settle any differences between the Contractor and their subcontractors or between subcontractors.
  3. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions, and other Contract Documents insofar as applicable to the work of subcontractors; and 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 their sub-subcontractors.
- 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 their 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 their 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 nor Engineer 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. Contractor agrees to keep one complete set of records and books of accounts, on a recognized cost accounting basis, satisfactory to Owner and Owner's Representative showing all expenditures, of whatever nature, made pursuant to this Contract.

- B. Contractor shall furnish such records, information and data as may be reasonably required and shall cooperate with Owner or Owner's Representative in establishing total costs for various major portions of the Work as will be designated by the Owner's Representative.
- C. 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.

**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 in proportion to the extent of damage or loss, which shall not be less than Two hundred (\$200) dollars nor exceed One Thousand (\$1,000) dollars per tree for total loss.

**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 in compliance with specified requirements.

**GC 51. CLAIMS PROCEDURES**

- A. 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 RCEA under the contract for the project.
    - b. Payment by RCEA 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 RCEA.
  - 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 RCEA for a 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.
- B. Upon receipt of a Contractor's claim, RCEA 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, RCEA and a contractor may, by mutual agreement, extend the time period provided in this section.
- C. The claimant shall furnish reasonable documentation to support the claim.
- D. If RCEA needs approval from its RCEA Governing Board 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, RCEA 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.

- E. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after RCEA issues its written statement. If RCEA fails to issue a written statement, paragraph (K) shall apply.
- F. If the Contractor disputes RCEA's written response, or if RCEA fails to respond to a claim issued pursuant to this section within the time prescribed, the Contractor 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, RCEA shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- G. 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, RCEA shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after RCEA issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with RCEA and the claimant sharing the associated costs equally. RCEA and Contractor 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.
- H. 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.
- I. Unless otherwise agreed to by RCEA 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.
- J. Failure by RCEA to respond to a claim from the 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 RCEA'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.
- K. Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.
- L. If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against RCEA because privity of contract does not exist, the Contractor may present to RCEA 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 RCEA 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 RCEA and, if the original Contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

- M. 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) RCEA 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 time frames and procedures set forth in this section.

**GC 52. ATTORNEY'S FEES**

- A. Contractor hereby agrees to pay Owner, Owner's Representative and/or Engineer a reasonable sum as attorney's fees in all court actions including arbitration brought by either of them against the other or in which they are both plaintiffs or defendants, and also in court actions involving claims of subcontractors or material suppliers and in actions involving offsetting claims between Contractor and Owner, Owner's Representative or Engineer because of any doubts, disputes or actions arising out of this Contract, except in the following cases:
1. When Contractor obtains a favorable net judgment against the Owner, Owner's Representative and/or Engineer after consideration of claims and offsets of Owner which are allowed by the court against Contractor for breach of this Contract;
  2. When Owner, Owner's Representative and/or Engineer is denied a favorable judgment by a court in a suit against Contractor which may be brought by Owner, Owner's Representative or Engineer.

END OF SECTION 00 72 00



**SECTION 00 73 00 – SUPPLEMENTARY GENERAL CONDITIONS**

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**SGC 1. GUARANTEE WORK**

- A. In the event of failure of Contractor to comply with the requirements of any guarantee by this Contract 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.

**SGC 2. LAWS AFFECTING PUBLIC WORKS**

- A. Attention to bidders is called to necessity of being 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 workers, worker'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 project is being paid for by State and local funds. Contractor shall comply with applicable regulations and hold harmless the Owner for their failure to comply. Certain of those provisions may be set forth herein or in the General Construction Contract. The existence of these provisions does not excuse the Contractor from complying with other statutory requirements or provisions which are not set forth in these Contract Documents.

**SGC 3. OWNER'S REPRESENTATIVE, PROJECT INSPECTOR**

- A. The Owner will provide an "Owner's Representative" and "Project Inspector." The Project Inspector will observe the 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. On the basis of their observations, the Project Inspector will keep the Owner's Representative informed as to the progress of the Work and will endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor and subcontractors employed by the Contractor in the prosecution of the Work. The Owner's Representative and 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.

**SGC 4. 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 their 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 their subcontractors as well as themselves. 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, which 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 their 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 their responsibility to the Owner as herein above set forth.

**SGC 5. AS BUILT DRAWINGS**

- A. The Contractor shall be given an extra set of drawings and specifications which shall be kept at the site of the Work at all times. Exact locations of all pipes and conduits, and all changes in construction and details shall be indicated and dimensioned upon these drawings, and all changes in materials and equipment installed shall be indicated in these specifications. The as-built drawings shall be current (up to date) to qualify for payment; the Owner's Engineer and Project Inspector will verify. Upon completion of the Work, the As-Built Drawings shall be prepared by the Contractor and Specifications shall be reviewed by the Owner's Representative and returned to the Owner prior to the final payment. The As-Built Drawings shall be neatly drafted on erasable mylar reproducible transparencies or printed on vellum and submitted as a .dwg file if prepared electronically.

**SGC 6. FINAL CERTIFICATES**

- A. When the Work is ready for acceptance, by the Owner, the Owner's Representative shall so certify in writing to the Owner, indicating substantial completion and that the building can be occupied and used and a Certificate of Acceptance will be issued to the Contractor which will bring their Progress Payment up to ninety-five (95%) percent of the Contract Price, with five (5%) percent to remain in retention until after Notice of Completion, less sums withheld regarding liquidated damages, if any, or any other damages incurred by owner, or other sums withheld pursuant to the terms of this agreement or by law.
- B. Notice of Completion will be filed by the Owner after substantial completion and acceptance of the Work by RCEA. Providing no stop notices have been filed, thirty-five days after filing of such notice of completion, payment due under the Contract will become due to the Contractor and the Owner's Representative shall so certify to the Owner authorizing the final payment. Such payment may withhold any reasonable sums payable to Contractor for any Work which has not been completed on said date, or that the Owner may have found defective and ordered to be replaced; final payment for withholding to be made when certified by Owner's Representative in writing to Owner.

**SGC 7. LIENS AND STOP NOTICES**

- A. 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.

**SGC 8. GUARANTEES AND MAINTENANCE MANUALS**

- A. The Contractor, each subcontractor, and each supplier shall provide to the Owner, copies of all maintenance guarantees, maintenance manuals and technical specifications relating to their portion of the Project prior to completion of the Project, and in accordance with the GENERAL REQUIREMENTS, PROJECT CLOSE-OUT.

**SGC 9. THE WORK**

- A. 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.

**SGC 10. THE PROJECT**

- A. The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part.
- B. By executing the Contract, the Contractor represents that Contractor has visited the site, familiarized themselves with the local conditions under which the Work is to be performed, and correlated their observations with the requirements of the Contract Documents.
- C. 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 anyone shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is 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.
- D. 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.

**SGC 11. OWNER**

- A. The Owner shall forward all instruction to the Contractor through the Owner's Representative.
- B. Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid delay in the orderly progress of the Work.

**SGC 12. OWNER'S RIGHT TO STOP THE WORK**

- A. If the Contractor fails to correct defective Work as required by GC 17, or persistently fails to carry out the Work in accordance with the contract Documents, the Owner, by a written order signed personally or by an agent specifically so empowered by the Owner in writing, may 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 Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

**SGC 13. OWNER'S RIGHT TO CARRY OUT THE WORK**

- A. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within seven (7) calendar days after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, after seven (7) calendar days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy the Owner may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Owner's Representative or Engineer's additional services made necessary by such default, neglect, or failure. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner immediately upon demand.

**SGC 14. INDEMNIFICATION**

- A. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Owner, Owner's Representative, Project Inspector and the Engineer and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense is (1) attributable to bodily injury, sickness, disease or death, or the injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, and subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; excepting only such claims as are caused by the sole negligence or willful misconduct of the Owner, Owner's Representative, Project Inspector or Engineer. 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.
- B. In any and all claims against the Owner, Owner's Representative, Project Inspector or the Engineer or any of their agents or employees 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 obligations of the Contractor under this paragraph shall not extend to the liability of Owner's Representative or the Engineer, their agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, design or specification, or (2) the giving of or the failure to give directions or instruction by the Owner's Representative or the Engineer, their agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

**SGC 15. COMPLIANCE WITH TITLE 24, CALIFORNIA CODE OF REGULATIONS AND THE INTERNATIONAL BUILDING CODE**

- A. Governing Codes: Title 24, California Code of Regulations (C.C.R.), latest edition which adopts and amends the International Building Code, latest edition; International Fire Code, latest edition; Uniform Mechanical Code, latest edition; National Electrical Code, latest edition; Uniform Mechanical 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.

**SGC 16. LIABILITY OF CONTRACTOR**

- 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.
- B. 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.
- C. Until the completion and final acceptance by the Owner of all of the Work under and implied by this contract, 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 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.

**SGC 17. SECTION INTENTIONALLY LEFT BLANK**

**SGC 18. REQUIRED LISTING OF PROPOSED SUBCONTRACTORS**

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

**SGC 19. 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.

**SGC 20. HAZARDOUS WASTE IN EXCAVATION**

- A. If the Contractor encounters material in excavation 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. Excavation 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.
- B. 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.

**SGC 21. CONSTRUCTION ACTIVITIES**

- A. 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.

**SGC 22. DISCOVERY OF HUMAN REMAINS OR AN ARCHAEOLOGICAL SITE**

- A. If during construction activities, human remains or evidence of an archaeological site, including outhouse pits, construction shall be immediately halted and the Owner's Representative notified who will request an evaluation by a qualified archaeologist, approved by the Owner as to whether the discovery constitutes an "important archaeological resource" as defined in Section III, Appendix K of the CEQA Guidelines.
- B. If the resource is determined to be important, mitigation shall proceed as outlined by Appendix K of the Guidelines and as recommended by the archaeologist.

### **SGC 23. BID PROTEST**

Any bid protest must be in writing and received by RCEA Office before 5:00 p.m. no later than three (3) working days following bid opening and shall comply with the following requirements:

- A. The bid protest must contain a complete statement of the basis for the protest and all supporting documentation.
- B. The party filing the protest must have actually submitted a bid for the Project. A Subcontractor of a Bidder submitting a bid for the Project may not submit a bid protest. A Bidder may not rely on the bid protest submitted by another Bidder but must timely pursue its own protest.
- C. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based.
- D. The protest must include the name, address and telephone number of the person representing the protesting Bidder.
- E. The Bidder filing the protest must concurrently transmit a copy of the bid protest and all supporting documentation to all other Bidders with a direct financial interest which may be affected by the outcome of the protest, including all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- F. The Bidder whose bid has been protested may submit a written response to the bid protest. Such response shall be submitted to RCEA before 5 p.m. no later than two (2) working days after the deadline for submission of the bid protest or receipt of the bid protest, whichever is sooner, and shall include all supporting documentation. Such response shall also be transmitted concurrently to the protesting Bidder and to all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- G. 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 the bid protest, including filing a Government Code claim or legal proceedings.
- H. If RCEA determines that a protest is frivolous, the protesting Bidder may be determined to be non-responsible, and that Bidder may be determined to be ineligible for future contract awards by RCEA.

Bidders understand and acknowledge that an award of contract and entering into a contract shall be contingent on this occurrence without liability or recourse to RCEA.

END OF SECTION 00 73 00



## **SECTION 01 11 00 – SUMMARY OF WORK**

### **PART 1 GENERAL**

#### **1.1 PLAN DRAWING AND TECHNICAL SPECIFICATIONS**

- A. Contractor to comply with “Summary of Work Attachment 1.1, Plan Drawing and Technical Specifications – Fortuna & Eureka”, 13 pages total.
- B. Site preparation for PG&E Milestone: Contractor to perform this Milestone work by date specified in Agreement. Milestone work includes: participation in on-site PG&E pre-construction meetings, performing all PG&E-related underground work as identified during pre-construction meetings, participate in on-site PG&E inspection of PG&E-related underground work, installation of meter panel, participate on on-site PG&E and permitting entity inspection of meter panel installation, and, as needed, perform any additional tasks identified by PG&E and permitting entity in order to obtain green tag of meter panel.

#### **1.2 CONTRACTOR’S USE OF SITE AND PREMISES**

- A. Vehicle access to Project site shall be held to a minimum unless otherwise negotiated and approved by Owner’s Representative.
- B. Coordinate use of the premises under the direction of RCEA.
- 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 RCEA 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 the jurisdiction’s noise prevention requirements. Contractor to verify jurisdiction’s requirements for the site.
- G. Project Specific Site Requirements:
  - 1. Contractor is responsible for ensuring that all work is done in a safe and responsible manner. Any damage done to Site Host property, RCEA property, or private property shall be the responsibility of the Contractor to repair or to make arrangements to repair with RCEA approval. This would be done prior to final payment of contract.
- H. Work with the Owner’s Representative to assure a safe and secure work environment.
- I. RCEA will be responsible for obtaining permits from the authorities having jurisdiction for the project. RCEA has begun permit applications and the selected Contractor must provide required information to RCEA necessary to finalize the permit prior to commencing work on site.
- J. Only one lane of traffic may be closed at any time during construction hours. Open trenches must be plated with steel plates suitable for traffic loading and shall be made drivable with asphalt cold mix approach ramps. Bump signs (W8-1) shall be placed to notify vehicular traffic in advance of any steel plates that remain in traffic lanes after work hours.

- K. Traffic Control operations shall conform to California Manual on Uniform Traffic Control Devices for Streets and Highways (FHWA's MUTD 2009 Edition, as amended for use in California), March 27, 2020, or latest edition. Warning and flagging of motorists at work locations shall be conducted at all times by properly trained personnel.

### 1.3 RCEA'S OCCUPANCY REQUIREMENTS

- A. Tenant Occupancy: Each site is occupied by site host facilities. The Project Owner will be responsible for coordinating between Contractor and representatives of each site host facility.
- B. Contractor shall cooperate with RCEA and their tenants to minimize conflicts, and to facilitate RCEA's ongoing operations and use of the building.
- C. Contractor shall verify occupancy requirements with RCEA and schedule the Work to accommodate RCEA's tenant's requirements.
- D. Contractor shall maintain access to existing alternate walkways, entrances to the building and other adjacent occupied or used facilities. Contractor shall not close or obstruct walkways or other occupied or used facilities without written permission from RCEA and authorities having jurisdiction.
- E. Contractor shall provide not less than 72 hours of notice to RCEA of activities that will affect tenant operations.

### 1.4 ENVIRONMENTAL MANAGEMENT

- A. Spills: Contractor shall clean up all fluid spills caused by leaks in the equipment or generated while Contractor is performing the work under this Contract. Contractor shall provide drip catch pans for all equipment that drips or leaks oils or other fluids. Spills generated by Contractor's operation shall be cleaned up by Contractor at no cost to RCEA.
- 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 RCEA, operations causing such problems shall be temporarily discontinued until a suitable remedy is established. The remedy shall be approved by RCEA before implementation and shall be considered part of Contractor's normal effort to maintain safety and cleanliness without cause for further payment.

### 1.5 MATERIALS AND WORKMANSHIP

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

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

- A. Precaution shall be exercised at all times for protection of all personnel and occupants, including employees of Contractor, RCEA, and property.
- B. The California Department of Industrial Relations, Division of Occupational Safety and Health (DOSH, also known as Cal/OSHA) requirements for safety and health protection of workers and

public apply. Other requirements not covered by Cal/OSHA, shall be in accordance with U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) requirements.

- C. Comply with safety requirements of CCR, Title 8, Division 1, Chapter 4, "Division of Industrial Safety," and Title 8, Division 1, Chapter 3.2, "Cal/OSHA Regulations"; CCR, Title 24, CBC; and other applicable building and construction codes. Machinery, equipment, openings, power lines, and all other safety hazards shall be guarded or eliminated in accordance with safety requirements of Title 8, and Manual of Accident Prevention in Construction published by the Associated General Contractors of America.

## 1.7 UTILITIES

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

## 1.8 PROTECTION OF EXISTING FACILITIES

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

## 1.9 OVERLOADING

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

#### 1.10 MANUFACTURER'S INSTRUCTIONS

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

#### 1.11 RESPONSIBILITY FOR THEFT AND DAMAGE

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

#### 1.12 FIRE PROTECTION

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

#### 1.13 EMERGENCY CONDITIONS

- A. Emergency condition shall be any condition at the Project site which has the actual or potential for significant adverse effects to persons or property, whether or not resulting from Contractor's operations.
- B. Immediate action shall be taken by Contractor by whatever means necessary to alleviate the condition and to prevent damage or injury to persons or property. RCEA shall be notified of the existence of such a condition but shall not be called upon to perform emergency service.
- C. RCEA may not respond to the emergency condition, which shall not be used as an excuse by Contractor to neglect immediate action; RCEA 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 price 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 price or the contract time for actions taken by Contractor in response to emergency circumstances shall be subject to Contractor's strict compliance with all other applicable provisions of the Contract Documents relating to notices and time for delivery of notices.

#### 1.14 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections generally following the 50-division format and numbering system of CSI "Master Format," 2018 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.

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.

END OF SECTION 01 11 00

## **SECTION 01 26 00 – MODIFICATION PROCEDURES**

### **PART 1 - GENERAL**

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

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

#### 1.3 DEFINITIONS

- A. Request for Information (RFI)
  - 1. Written request submitted by Contractor to Owner's Representative via email 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 price 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 price and/or contract time for proposed change to Contract Document.
- E. Change Order (CO)
  - 1. Initiated by the Owner, Contractor, 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 contract price and/or contract time.

#### 1.4 REQUEST FOR INFORMATION (RFI)

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

#### 1.5 FIELD ORDER (FO)

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

1.6 REQUEST FOR COST PROPOSAL (RFCP)

- A. Request for Cost Proposal is an informational request only and is not an instruction or authorization to execute a change, or an order to stop Work in progress.
- B. Request for Cost Proposal may include supplementary or revised Drawings and/or Specification to describe proposed changes to Contract Documents.
- C. Contractor shall submit cost and/or time quotation to Owner's Representative within 15 calendar days following receipt of Request for Cost Proposal.

1.7 COST PROPOSAL (CP)

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

1.8 CHANGE ORDER (CO)

- A. Change Orders may be initiated by the Owner, Contractor, Owner's lead agency, or the Owner's Representative.
- B. Changes to the contract price 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 cost estimates for a Change Order. The Owner shall make independent cost estimates to Cost Proposals.



1. Cost differentials between the Contractor's Cost Proposal and the Owner's independent cost estimate may be negotiated between the Owner and Contractor.
  2. If no agreement is reached, the Owner may issue a time and material Change Order based on Contractor's actual cost of Work plus up to a 15% fee. Allowable costs include: payroll for employee's used in the direct employ of Work; cost of all materials and equipment furnished and used in Work; and, sales, consumer, use and similar taxes actually paid by Contractor.
    - a. If directed by Owner's Representative, Contractor will use a time and material tracking and reporting form as provided by Owner's Representative.
- E. The Contractor and Owner will sign a fully documented Change Order.

#### 1.9 CORRELATING CHANGE ORDERS WITH OTHER CONTRACT REQUIREMENTS

- A. Revise Schedule of Values and Applications for Payment to record each Change Order as a separate item of work with adjustment to contract price and contract time.
- B. Revise Construction Schedule to reflect each change in contract time.
- C. Record modifications in Record Documents.

END OF SECTION 01 26 00

## **SECTION 01 30 00 – ADMINISTRATIVE REQUIREMENTS**

### 1.1 SECTION INCLUDES

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

### 1.2 COORDINATION

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

### 1.3 COORDINATION DRAWINGS

- A. Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components, or if coordination is required for installation of products and materials fabricated by separate entities.

- B. Provide Project-specific information, drawn accurately to scale. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:
  - 1. Indicate functional and spatial relationships of components of structural, civil, mechanical, and electrical systems.
  - 2. Indicate required installation sequences.
  - 3. Indicate dimensions shown on the Contract Drawings and make specific note of dimensions that appear to be in conflict with submitted equipment, and minimum clearance requirements. Provide alternate sketches to RCEA for resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
- C. Sheet Size: Minimum of 8-1/2 by 11 inches but no larger than 24 by 36 inches.

#### 1.4 FIELD ENGINEERING

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

#### 1.5 PRECONSTRUCTION MEETING

- A. After the award of the contract, a meeting shall be conducted with the Contractor, and the Owner's Representative. The purpose of the meeting is to introduce key personnel and to review contract requirements and procedures.

- B. Particular emphasis should be on:
1. Functions and authority of personnel
  2. Regularly scheduled progress meetings
  3. Submittals/shop drawings
  4. Requests for Information
  5. Field Orders
  6. Payment Applications
  7. Progress Schedules
  8. Safety and Job Site security
  9. Change Order procedures
  10. Subcontractors
  11. Disputes
  12. Quality Control
  13. Coordination of contractors
  14. Access and use of site

#### 1.6 PROGRESS AND SCHEDULE MEETINGS

- A. If determined by Owner's Representative, a regularly scheduled periodic progress meeting time will be established at the pre-bid meeting.
- B. Attendees will include the Owner's Representative, and the Contractor. Scheduled invited Attendees will include the Engineer and sub-consultants, subcontractors, and other owner personnel as needed.
- C. The Owner's Representative will prepare an agenda with content lead from the Contractor (which usually is derived from the previous meeting minutes) for discussion at these meetings. The agenda should include a list of outstanding items, which will be reviewed as appropriate. As a minimum the following will be discussed:
1. Construction Status
  2. Schedule
    - a. Critical Path Activities
    - b. Job site problems and conflicts
    - c. Upcoming Activities
    - d. Completion Date
    - e. Time Extension Requests
  3. Submittals/shop drawings
  4. Requests for Information
  5. Field Orders
  6. Cost Proposals

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

#### 1.7 PAY REQUEST MEETINGS

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

#### 1.8 PREINSTALLATION AND SPECIAL MEETINGS

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

#### 1.9 UTILITIES AND IRRIGATION LINES

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

1.10 COMPLIANCE WITH CODE OF REGULATIONS

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

1.11 PROJECT COORDINATION

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

1.12 INTEGRATING EXISTING WORK

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

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION 01 30 00

## **SECTION 01 33 00 – SUBMITTAL PROCEDURES**

### 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: Engineer'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. Engineer will review submittals only for conformance with the design concept of the Project and with the information given in the Contract Documents.
- C. The Engineer'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. Engineer will only review acceptance of an assembly in which the item functions. Engineer 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 RCEA.
- 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 Engineer, 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 Engineer 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.
- M. Submittals to be submitted to the Owner's Representative within ten (10) business days of Notice to Proceed.

#### 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 RCEA'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 Engineer 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 RCEA's approval, be physical submittals.
- B. RCEA 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 Engineer 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 Engineer's stamp and initials or signature indicating finish review.
- G. After Engineer'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 Engineer'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 Contractor shall submit, or cause to be submitted by Subcontractors, within 60 days of contract signing, all required deferred approvals. The 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 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 (a PE is acceptable). RCEA and Engineer 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 Engineer 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 RCEA 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 Contractor for the cost and any schedule impact this may cause.

#### 1.13 ACTION ON SUBMITTALS

- A. RCEA will review each submittal, mark with a "Review Code" and where possible, return within a reasonable period of time from date of receipt. Where submittal must be held for

coordination, Contractor will be so advised without delay. Action markings shall be interpreted as follows:

1. No Exceptions Noted
2. Implement Exceptions Noted
3. Revise and Resubmit
4. Rejected
5. Cancelled

PART 2 PRODUCTS (NOT USED)

PART 2 - PART 3 EXECUTION (NOT USED)

END OF SECTION 01 33 00

## **SECTION 01 40 00 – QUALITY REQUIREMENTS**

### 1.1 SECTION INCLUDES

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

### 1.2 REFERENCES

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

### 1.3 QUALIFICATIONS

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

### 1.4 QUALITY ASSURANCE

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions and workmanship, to produce Work of specified quality.
- B. Comply fully with manufacturers' instructions, including each step-in sequence.
- C. When manufacturers' instructions conflict with the Contract Documents, request clarification from Engineer before proceeding.
- D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Work shall be performed by persons qualified to produce workmanship of specified quality.
- F. Verify field measurements are as indicated on Shop Drawings or as instructed by manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

- H. Contractor's Line of Authority: Contractor shall provide one person who shall be both knowledgeable and responsible for all work to be performed on this project at all times during normal work hours. In Contractor's absence, Contractor's appointed representative shall be responsible for all directions given him and said directions shall be binding as if given to Contractor. Contractor's representative shall be responsible to coordinate all work to be performed.
- I. Shop and field work shall be performed by mechanics skilled and experienced in the fabrication and installation of the work involved. All work on this project shall be done in accordance with the best practices of the various trades involved and in accordance with Drawings, accepted shop drawings, and Specifications.
- J. All work shall be erected and installed plumb, level, square and true and in proper alignment and relationship to the work of other trades. All finished work shall be free from defects. Engineer reserves the right to reject any materials and workmanship that are not considered to be up to the highest standards of the various trades involved. Such inferior material or workmanship shall be replaced at no cost to RCEA.
- K. All work shall be installed by knowledgeable installers and defined "Eligible" by the specified materials manufacturers. Specifications and recommendations of the manufacturer, whose materials are used, shall be strictly adhered to during application or installation of materials.
- L. Any additional work beyond that specified or illustrated, or any modification thereto, that is necessary for the furnishing of warranty shall be provided by Contractor at no cost to RCEA.

#### 1.5 TOLERANCES

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

#### 1.6 LABELING

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

#### 1.7 SEISMIC CERTIFICATION OF NONSTRUCTURAL COMPONENTS

- A. The manufacturer of each designated seismic system components subject to the provisions of ASCE 7 Section 13.2.2 shall test or analyze the component and its mounting system or anchorage and submit a certificate of compliance for review and acceptance by the

registered design professional responsible for the design of the designated seismic system and for approval by the building official in accordance with 2010 CBC, Chapter 17 “Structural Tests and Special Inspections”, Section 1708.4 “Seismic Certification of Nonstructural Components.”

## 1.8 CONFLICTING REQUIREMENTS

- A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Engineer for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Engineer for a decision before proceeding.

## 1.9 FIELD SAMPLES

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

## 1.10 INSPECTION AND TESTING LABORATORY SERVICES

- A. Contractor will select and pay for the services of an independent Inspection/Testing Laboratory to perform inspections and testing.
  - 1. Special Inspector: As required by 2010 CBC including Chapter 17 “Structural Tests and Special Inspections.”
  - 2. Special Inspection: As defined in CBC Chapter 17, Section 1704 “Special Inspections.”
- B. Inspection/Testing Laboratory will perform inspections, tests, and other services specified in individual specification Sections and as required by Engineer.
  - 1. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to National Bureau of Standards or accepted values of natural physical constants.
- C. Reports will be submitted by inspection/Testing Laboratory to Engineer, and Contractor, indicating observations and results of tests and indicating compliance or non-compliance with the Contract Documents.
- D. Cooperate with Inspection/Testing Laboratory; furnish samples of materials, design mix, equipment, tools, storage, and assistance as requested.
  - 1. Notify Engineer, and Inspection/Testing Laboratory 24 hours prior to expected time for operations requiring services.

2. Make arrangements with Inspection/Testing Laboratory and pay for additional samples and tests required for Contractor's use.
- E. The Inspection/Testing Laboratory shall perform inspection of work to determine conformance with these Standards.
1. Request for inspection shall be made to the office of the Inspection/Testing Laboratory a minimum of 24 hours in advance of the time the inspection is desired.
  2. Underground work shall not be backfilled or covered until an inspection by the Inspection/Testing Laboratory has been completed and the work approved. Any work that is covered without inspection shall be uncovered at Contractor's expense, for completion of inspection work.
  3. The Inspection/Testing Laboratory shall have access to the Work at all times and shall be furnished every reasonable facility for ascertaining that the work done, materials used, and workmanship performed are in accordance with the requirements of these Standards.
  4. Inspection of the Work shall not relieve Contractor of any of his obligations to satisfactorily perform the Work in accordance with requirements of Contract Documents.
- F. Retesting or reinspection required because of non-conformance to specified requirements shall be performed by the same Inspection/Testing Laboratory. Payment for retesting will be charged to Contractor by deducting inspection or testing charges from the Contract Price.
- G. If the Work to be tested or inspected is not ready or sufficiently completed to allow the test/inspection service to complete required test(s)/inspection(s), costs, and expenses of the test/inspection service to return to the Site or fabrication facility to perform/complete required test(s)/inspection(s) shall be charged to Contractor by deducting such costs and expenses from the Contract Price.
- H. All Samples, specimens and tests shall be prepared and accomplished by a properly qualified person or testing laboratory, selected by RCEA, who shall furnish RCEA, Engineer, Engineer, and Contractor with test reports, including test results, and stating that they were prepared in accordance with the specified provisions. All tests as well as sampling and preparation of samples shall be in accordance with applicable ASTM and other specified standards.

#### 1.11 MANUFACTURERS' FIELD SERVICES AND REPORTS

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



PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

END OF SECTION 01 40 00

## **SECTION 01 77 00 – CONTRACT CLOSEOUT**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

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

#### **1.3 SUBSTANTIAL COMPLETION**

- A. Prior to requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.
  - 1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete.
    - a. 100 percent completion will bring the Contractor's progress Payment up to (95%) ninety percent of the contract price with (5%) percent to remain in retention until after filing of 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 Price.
    - c. If 100 percent completion cannot be shown, include a list ("punch list") 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 completed and signed permit(s).
2. The electrical 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 Engineer 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 Engineer 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 Price.
3. Certified copy of the Owner's Representative and Engineer's final inspection list of items to be completed or corrected endorsed and dated by the Owner's Representative and Engineer.
  - 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 Engineer 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 will prepare a certificate of final acceptance in accordance with Supplemental General Conditions Section 6.

D. Notice of Completion

1. Upon final acceptance by RCEA, RCEA will prepare and file a Notice of Completion in accordance with the Supplemental General Conditions Section 6.
  - a. Start of mandatory 35-day lien period will occur upon filing of the Notice of Completion.

1.5 RECORD DOCUMENT SUBMITTALS

A. Project Record Drawings:

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

- b. Clearly indicate at each affected detail and other drawings a full description of changes made during construction, and actual location of items.
- c. Show final location of electrical junction boxes and outlets, telephone and data outlets, supply and return registers, and like items.
- d. Call attention to all entries by a “cloud” drawn around area affected.
- e. Make changes neatly, consistently, and with proper media to assure longevity and clear reproduction.

B. Record Specifications:

1. Maintain one complete copy of the Project Manual, including addenda and other written construction documents, such as Change Orders and modifications issued during construction.
2. Mark Specifications to show substantial variations in actual Work performed in comparison with the text of the Specifications.
3. Note substitutions in reference to items specified.

C. Maintenance Manuals:

1. Contractor to submit a written summary of all maintenance manuals to be transmitted to Owner’s Representative.
2. Submit 3 complete copies of all maintenance manuals prior to start-ups and instruction of operation to maintenance personnel.
3. Provide manuals in 8-1/2 x 11-inch format with plastic/fiberboard covers and colored flysheets 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:

4. 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. Sample Contractor Warranty is attached below.
- 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 01 77 00