



SAN JOAQUIN COUNTY
PURCHASING AND SUPPORT SERVICES
PURCHASING DIVISION

David M. Louis, C.P.M., CPPO, CPPB
Director

Jon Drake, C.P.M.
Deputy Director

DATE: November 6, 2009

TO: ALL PROSPECTIVE BIDDERS

RE: REQUEST FOR BID NO. 6673
Public Defender Building Duct Work Modifications Project as per
drawings/specifications.

Ladies and Gentlemen:

Enclosed please find an invitation to bid with a bid form, a sample contract and job specifications.

Sealed responses are to be received no later than **2:00 PM, PST on Friday, December 4, 2009**. Please mark the enclosed return envelope with the Bid number and the date and time of bid opening.

Mail or deliver your response by the above date and time to the following address:

San Joaquin County
Purchasing Department
44 N. San Joaquin Street, 5th Floor, Suite 540
Stockton, CA 95202

****MANDATORY PRE-BID CONFERENCE****

There will be a mandatory pre-bid conference at 9:30 AM, PST (SHARP) on Thursday, November 19, 2009, San Joaquin County's Purchasing Office 44 N. San Joaquin Street, Bid Room-Suite 544, Stockton, CA 95202.

Contractor(s) arriving after the pre-bid has begun will not be allowed to participate in the walkthrough and will be disqualified from bidding. (NO EXCEPTIONS).

This will be the only opportunity to view the job site and to ask questions relating to this Project.

Drawings are available at Stockton Blueprint's Plan Well at the Bidders Expense.

If you have any further questions, please contact me at (209) 468-3255.

Sincerely,
Ricardo Delatorre
Deputy Purchasing Agent



BID # 6673

**PUBLIC DEFENDER DUCT WORK MODIFICATIONS
PROJECT**

COUNTY OF SAN JOAQUIN
44 N. San Joaquin Street, 5th Floor, Suite 540
STOCKTON, CA. 95202

FOR: Capital Projects
BUYER: Ricardo Delatorre
209-468-3255
rdelatorre@sjgov.org

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(*) Documents/Sections identified by this symbol must be returned back along with your Bid Proposal. Failure to submit these documents may be cause to reject the Bid.

KEY ACTION EVENTS AND DATES

Listed below are the events and dates for this Request for Bid. All dates are predicted on the issue date of the Request for Bid.

EVENT #	DESCRIPTION	DATE
1.	Release of Request for Bid	Friday, November 6, 2009
2.	Mandatory Pre-Bid Conference at: (SHARP)	9:30 AM, Thursday, November 19, 2009
3.	Last day for contractors to submit questions in writing by 12:00 PM (For clarification prior to submitting Bid)	Wednesday, November 25, 2009
4.	Last day for County to answer questions in writing by 4:00 PM	Tuesday, December 1, 2009
5.	Bid is due no later than:	2:00 PM, Friday, December 4, 2009
6.	Award of Contract	Award will be made within 30 days of bid opening

SUBMITTAL OF BIDS

Sealed bids will be received at the Office of Purchasing Department, at 44 N. San Joaquin Street, 5th Floor, Suite 540, Stockton, CA. 95202, until 2:00 PM, Friday, December 4, 2009 and will be publicly opened at that time.

ALL MAILED BIDS SHALL BE ADDRESSED AS FOLLOWS:

**Bid No. 6673
Purchasing Agent
County of San Joaquin
44N. San Joaquin, 5th Floor, Suite 540
Stockton, CA 95202**

The envelope shall also have stated therein the name and address of the submitting firm.

HAND DELIVERED COURIER OR PACKAGE DELIVERY SERVICE SHALL BE DELIVERED DIRECTLY TO:

**Purchasing Department
Purchasing Agent
44 N. San Joaquin Street, 5th Floor, Suite 540
Stockton, CA 95202**

BIDS WILL NOT BE ACCEPTED THEREAFTER. ALL BIDS RECEIVED AFTER SAID TIME/DATE WILL BE TIME STAMPED AND RETURNED UNOPENED TO THE BIDDER.

THE COUNTY DOES NOT ACCEPT BIDS SUBMITTED BY FAX

***IDENTIFICATION SHEET ***

RESPONDENT TO COMPLETE AND RETURN WITH BID

Type or print the following information:

Company: _____

Address: _____

(City) (State) (Zip)

Name: _____

Title: _____

Telephone: () _____ Fax: () _____

MY BID IS ATTACHED AND IDENTIFIED AS:

Public Defender Building Duct Work Modification Project

Years in business: _____

Number of employees: _____

Name of Insurance carriers: _____

Public Liability: _____ Expires: _____

Workers' Compensation: _____ Expires: _____

NOTE: Proof of maintenance of adequate insurance will be required before an award will be made to CONTRACTOR. If not already on file with the Purchasing Office, be sure it accompanies your Bid response.

The undersigned, having carefully read and examined the contract documents, and being familiar with (1) all the conditions applicable to the work for which this bid is submitted; (2) with availability of the required equipment, materials and labor hereby agrees to provide everything necessary to complete the work for which this bid is submitted in accordance with the Bid documents for the amounts quoted herein and further agrees that if this bid is accepted, within five (5) days after the contract is presented for acceptance, will execute, and mail a signed contract to the County of San Joaquin Purchasing Agent.

Signature

Date

REFERENCES

SIMILAR CONTRACTS PERFORMED: List below **Public Agency** contracts if possible under which the Contractor has provided similar services during the past five (5) years.

#1

FIRM NAME: _____

ADDRESS: _____

PHONE NO.: _____

CONTACT PERSON: _____

DATE OF CONTRACT: _____ thru _____

#2

FIRM NAME: _____

ADDRESS: _____

PHONE NO.: _____

CONTACT PERSON: _____

DATE OF CONTRACT: _____ thru _____

#3

FIRM NAME: _____

ADDRESS: _____

PHONE NO.: _____

CONTACT PERSON: _____

DATE OF CONTRACT: _____ thru _____

***COST CERTIFICATION AND
BID FORM FOR CONSTRUCTION PROJECTS***

DEPARTMENT OF PURCHASING AND SUPPORT SERVICES

COUNTY OF SAN JOAQUIN
Purchasing Agent
44 N. San Joaquin Street, Suite 540
Stockton, CA 95202

Dear Purchasing Agent:

Having reviewed the contract documents and the site(s) of the work, the undersigned hereby proposes to furnish all work, labor, materials, transportation, equipment and services necessary, as described in the Scope of Work, including State of California and local sales or use taxes, license or permit fees, if any, for **San Joaquin County's Capital Projects Department, Public Defender Building Duct Work Modifications Project** for the sum of _____ Dollars (\$_____).

Costs for additive alternates, if required, shall be included in the Bid Cost Summary

If awarded the contract, work will commence on the first working day following receipt from the County of the Notice to Proceed. Work to be completed in THIRTY (30) calendar days.

Enclosed please find a () Cash Deposit; () Cashier's Check, () Certified Check, or () Surety Bid Bond (Check as appropriate) of the _____

(NAME OF SURETY IF BID BOND IS SUBMITTED)

In an amount not to be less than ten percent (10%) of the amount of bid. If the enclosure is a check or bond, it is made payable to the County of San Joaquin.

The undersigned agrees that the enclosed cash deposit, cashier's check, certified or surety bond accompanying this bid, shall be left on deposit with the County Purchasing Agent, that its amount is the measure of the liquidated damages which the County of San Joaquin will sustain by the default of the undersigned through failure to execute and deliver the above agreement and any required bonds within ten (10) calendar days of written notice of the award of the contract and that the money or surety bond so deposited by the Contractor shall be collectible and become the property of the County of San Joaquin in case such default.

***COST CERTIFICATION AND
 BID FORM FOR CONSTRUCTION PROJECTS*
 (Continued)**

Listed hereunder is the name(s) of each subcontractor and the address of the mill, shop or office of each subcontractor who will perform work or labor or render service to the undersigned in or about the construction of the work hereinabove described in excess of one-half of one percent of the total bid and the portion of said work which will be done by each subcontractor, if the contract for the said work is awarded to the undersigned. (Attach additional sheet if necessary and note attachment on this page.) (See Government Code Section 4100-4113.)

<u>Name of Subcontractor</u>	<u>Address</u>	<u>Portion of Work to be Performed</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

By submission of a bid, a bidder attests to having possession of a duly issued valid contractor's license issued by the State of California. Such license authorizes a bidder to contract to perform type of work required by the specifications. Should the bidder fail to provide below, the number and classification of bidder's State of California Contractor's License, the Owner may reject this bid.

CONTRACTOR: _____

BY: _____

TITLE: _____

MAILING ADDRESS: _____

 (City)

 (State)

 (Zip)

TELEPHONE NUMBER: _____

STATE OF CALIFORNIA LICENSE NO.: _____

STATE OF CALIFORNIA LICENSE CLASSIFICATION: **C-43**

 Contractor's Signature

 Date

ATTACHMENT A

PUBLIC CONTRACT CODE SECTION

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire.

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT SECTION 10232 STATEMENT

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

BUSINESS AND PROFESSIONS CODE SECTION 7028.15 STATEMENT

In accordance with Business and Professions Code Section 7028.15, the Contract or hereby states that all representations made herein are made under penalty of perjury.

**ATTACHMENT A
(Continued)**

NONCOLLUSION AFFIDAVIT

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

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

NOTE: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

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

GENERAL INFORMATION

1. **SUBMITTAL OF BIDS:** Sealed bids must be received in the **Office of the Purchasing Agent at the San Joaquin County Administration Building, 44 N. San Joaquin Street, 5th Floor, Suite 540, Stockton, CA 95202 by 2:00 PM, Friday, December 4, 2009.** All bids received after said time and date will be timed-stamped and returned unopened to the submitter. The County will not accept bids submitted by fax.
2. **EXAMINE BID DOCUMENTS:** Bidders shall thoroughly examine and be familiar with the specifications. The failure or omission of any Bidder to receive or examine any form, instrument, addendum or other document or become acquainted with all existing conditions shall in no way relieve any bidder from any obligations with respect to Bidder's offer or to the contract. The submission of a Request for Bid shall be taken as prima facie evidence of compliance with this section.

Should a Bidder find discrepancies in or omissions from the contract document, or should be in doubt as to their meaning, he shall at once notify **Ricardo Delatorre**, who is the Owner's representative. The Owner, San Joaquin County Purchasing Department, will send written instructions to all bidders. Neither Owner nor its representative will be responsible for any oral instructions. **Please review General Information Article #4**

Note: If an addendum is issued the addendum must be returned with the bid documents. Failure to return the addendum will cause the bid to be non-responsive.

3. **SPECIFICATION CHANGES:** The County may, during the Request for Bid period, advise the Bidder in writing of any additions, omissions or alterations in the specifications. All such changes shall be included in the Request for Bid and become part of the specifications as if originally submitted.
4. **AMENDMENTS:** No one is authorized to amend any of the Requests for Bid requirements in any respect, by an oral statement, or to make any representation or interpretation in conflict with the provisions herein.

If necessary, supplementary information in addendum form will be prepared and posted on the "Purchasing Open Bids" website. It is the Bidder's responsibility to obtain, sign and submit all addendum(s) for the Bid. Note: If an addendum is issued the addendum must be returned with the bid documents. Failure to return the addendum will cause the bid to be non-responsive.

<http://www.sjgov.org/supportserv/Control/PurchasingBids.asp>

Any exceptions taken to this Bid shall be clearly stated in writing.

5. **MANDATORY PRE-BID CONFERENCE / WALK THROUGH:** A mandatory pre-bid conference and walk through will be held at 9:30 AM. (SHARP) on Thursday, November 19, 2009. Prospective Bidders shall meet at the Purchasing Department 44 N. San Joaquin Street, Bid Room-Suite 544, Stockton, CA 95202. Contractor(s) arriving after the pre-bid conference has begun will not be allowed to participate in the per-bid and will be disqualified from bidding. (NO EXCEPTIONS)

NOTE: This will be the only opportunity to view the job site and to ask questions in regards to this project.

6. **SITE INSPECTION:** Each bidder shall have examined the work site before bidding and familiarize themselves with the local conditions under which the work is to be performed, and correlated his observations with the requirements of this Request for Bid's specifications, as applicable. No variations or allowances from the contract sum will be made because of lack of such examination.

NOTE: Please review Section 5; this will be the only time to view the site.

Should concealed or unknown conditions be encountered in the performance of the agreed upon work, when conditions appear to Bidder to be at variance with the specifications, the Bidder shall immediately seek a clarification from the Purchasing Agent who shall investigate the conditions and proceed in a way that is appropriate to the circumstances.

7. **BID WITHDRAWAL:** Any Bidder may withdraw his bid, either personally or by written request, at any time prior to the scheduled opening time of receipt of bids.
8. **OPENING OF BIDS:** Bids will be opened and read at or about the time set in the advertised Notice Inviting Bids. Bidders, or their representatives, and other interested persons may be present at the opening of bids
9. **AWARD OR REJECTION OF BIDS:** The contract, if awarded, will be awarded to the lowest **responsive**, responsible bidder on an **in an aggregate** and in compliance with these instructions and the advertised Notice Inviting Bids, provided the bid is reasonable and it is to the interest of the Owner to accept it. **The County has a right to delete items or options from this bid specifications.** If the bid form contains additive and/or deductive alternates, the Owner, for cost consideration, may select additive and/or deductive alternates before determining the lowest bidder. The competency and the responsibility of bidders and of their proposed subcontractors will be considered in making the award of contract. Any bidder before being awarded a contract may be required to furnish evidence satisfactory to the Owner that he and his proposed subcontractors have sufficient means and experience in the type of work called for to assure completion of the contract in a satisfactory manner. The owner reserves the right to reject the bid of any bidders who have previously failed to perform properly or to complete on time, contracts with the Owner of a nature similar to this project. The Owner reserves the right to reject any or all bids or alternates and waive any informality or irregularity in the bids or in the bidding.

The County reserves the right to reject any or all bids or parts thereof, and to award the contract to the Bidder whose response is most advantageous to the County. False, incomplete or unresponsive statements in connection with a bid submittal may be sufficient cause for rejection. The County will be the sole judge in making such determinations.

10. **ALL BID DOCUMENTS PART OF FINAL CONTRACT:** Any bid documents, letters, and materials submitted by the Bidder shall be binding and included as part of the final contract. Unauthorized conditions, limitations or provisions attached to this bid may render it non responsive and may cause its rejection.
11. **EQUAL EMPLOYMENT OPPORTUNITY:** The Bidder awarded this contract shall not discriminate against any employee and applicant for employment because of race, color, religion, sex, age, marital status, or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer, rate of pay or other forms of compensation and selection for training, including apprenticeship.

In the event of Bidder non-compliance with the provisions of this clause, the contract may be canceled, terminated or suspended in whole or in part and the Bidder may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided by law.

12. **DRUG FREE WORKPLACE:** Bidder shall comply with the provisions of Government Code section 8350 et seq., otherwise known as the Drug-Free Workplace Act.
13. **CONTRACT PERFORMANCE:** The performance of the contract resulting from this bid shall be governed by and interpreted under and construed according to the laws of the State of California. Venue is San Joaquin County
14. **NOTICE:** Any notice, demand, request, or consent approval required to be given pursuant to the terms and conditions hereof shall be in writing, and shall be affected by one of the following methods: personal delivery, prepaid Certified First-Class Mail, or prepaid Priority Mail with delivery confirmation. Unless otherwise designated in writing by either party, such notice shall be mailed to the addresses shown below. :

County of San Joaquin,
Purchasing Department and Support Services
44 San Joaquin Street, 5th Floor, Suite 540
Stockton, CA 95202

Attention: Ricardo Delatorre

15. **INDEPENDENT CONTRACTOR:** Bidder agrees that any and all persons performing any services and/or work whatsoever contemplated by this bid and/or related or incidental thereto, shall be an employee of the Bidder and Bidder shall, by way of example but not by way of limitation, withhold federal and state income taxes as well as the required and all regulations regarding employees, and Bidder shall also pay and/or contribute its required share as the employer of said persons.

Bidder acknowledges the fact that it is an independent contractor and is in no way to be construed as an employee of the County, nor are any of the persons employed by the Bidder to be so construed.

16. **INDEMNIFICATION:** The Bidder agrees to defend, indemnify and hold harmless the County of San Joaquin its officers, agents, employees and volunteers for any and all liability caused by the negligence or willful act of the Bidder arising out of the performance of this agreement, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees relating thereto, without set-off due to the Bidder's rights, if any, to apportionment between joint tort feasons. This indemnity obligation extends to but is not limited to all acts, omissions, and active and/or passive negligence by the Bidder. Nothing contained in this indemnity provision shall be construed to require the Bidder to indemnify the County in contravention of Section 2782 of the Civil Code.

17. **INSURANCE REQUIREMENTS:** During the term of this Agreement, Bidder will carry and maintain in full force, insurance of the following types and minimum amounts with a company or companies as are acceptable to County, insuring Bidder while Bidder is performing duties under this Agreement.

BIDDER agrees that BIDDER is responsible to ensure that the requirements set forth in this article/paragraph are also be met by BIDDER'S subcontractors/consultants who provide services pursuant to this Agreement. Copies of insurance certificates shall be filed with the COUNTY'S Purchasing Agent.

- A. **Workers' Compensation** – A program of Workers' Compensation Insurance or a state-approved self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California.
- B. **Comprehensive General Liability Insurance** – The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
- C. **Automobile Liability** – Bidder agrees to defend, hold harmless and indemnify the County for any and all liabilities associated with the use of any automobiles in relation to tasks associated with this Agreement.
- D. **Additional Named Insured** – All policies, except for workers' Compensation shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of performance of services.
- E. **Policies Primary and Non-Contributory** – All policies required above are to be primary and non-contributory with any self-insurance programs carried or administered by the County.
- F. **Proof of Coverage** – Bidder shall immediately furnish certificates of insurance to the County Purchasing Department evidencing the insurance coverage, including endorsements for each separate policy, prior to the commencement of performance of services, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the County and Bidder shall maintain such insurance from the time Bidder commences performance of services hereunder until the completion of such services.
- G. **Payment Withheld** – If Bidder does not obtain the described insurance, or if County is not furnished at the time specified with the requisite insurance certificates, or if the described insurance is terminated, altered, or changed in a manner not acceptable to County, County may withhold payments to the Bidder or terminate this Agreement.
- H. **Liability** – Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Bidder from liability in excess of such coverage, nor shall it preclude the County from taking such other actions as available to it under any other provision of this Agreement or otherwise in law.

18. **PERFORMANCE AND PAYMENT BONDS:** The Bidder shall furnish the County, within ten (10) days (or as otherwise specified) of the execution of a contract for the work called for in the specifications and prior to beginning of work, with the following separate surety bonds:

(a.) **Faithful Performance Bond.** Said bond shall be in an amount equal to one hundred percent (100%) of the contract price, shall be for the faithful performance of the contract, shall be approved by the County, and shall be secured from a surety or sureties satisfactory to said County.

(b.) **Payment Bond for Public Works.** The Bidder shall furnish a separate surety bond in an amount at least equal to one hundred percent (100%) of the contract price as security for the payment of all persons for furnishing materials, provisions, provender, or other supplies, or items, used in, upon, for or about the performance of the work contracted to be done, or for performing any work or labor thereon of any kind, and for the payment of amounts due under the Unemployment Insurance Code with respect to such work or labor in connection with the Contract, and for the payment of a reasonable attorney's fee to be fixed by the court in case suit is brought upon the bond.

19. **WARRANTY:** In addition to any guarantees otherwise required, the Bidder shall guarantee his work free from defects and material and workmanship for a period of one year from the date of acceptance by the County and shall agree to replace at his own expense any said defect that may occur within that time. Such guarantee is in addition to, and not in lieu of the County's rights to enforce this agreement in all respects, and the County's right on all other guarantees and warranties that may be required by the Request for Bid.

By accepting the guarantees required herein, the County shall not be deemed to have waived any warranty or buyer protection implied, required an/or provided by law, not to have altered any applicable statute of limitations regarding enforcement of any right of the County created by this agreement or otherwise.

Bidder must indicate the warranty period for the duct work modifications.

20. **INVOICING / PROGRESS PAYMENTS / PAYMENT:** Original invoices are to be sent to the Capital Projects Department, 44 N. San Joaquin Street, 5th Floor, Suite 590, Stockton, CA 95202. All invoices must reference the Purchase Order number.

When progress payments are due, it is the responsibility of the Bidder to send a **duplicate invoice** to the department to which services were provided. The department will then approve completion of and payment for services provided.

Payments will be made within thirty days after the County's acceptance of the work performed and receipt of the Bidder's invoice. In the event that the work site and/or adjacent premises are damaged during the conduct of the work agreed to, or as otherwise deemed necessary to protect County interests as determined by the Purchasing Agent, a reasonable amount of any payment otherwise due may be withheld by the County until such time as satisfactory settlement is reached between all parties involved.

The County shall withhold ten percent (10%) of progress payments until thirty-five (35) days after notice of recordation is filed.

21. **PAYMENT DISCOUNTS:** Any discount offered by the Bidder must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, which ever is later. In no case will the discount be considered in the evaluation of Bids that requires payment in less than 30 days.
22. **SECURITY CHECK: NOT APPLICABLE**
23. **BID PRICES:** Bid Proposals are valid for 30 working days from the time of the Bid opening.
24. **SPECIFICATIONS/DRAWINGS: Drawings/Specifications are available at Stockton Blue's Plan Well beginning November 9th, 2009 at the Bidders Expense.**

***COST SUMMARY
REQUEST FOR BID 6673**

Any additional costs that the Bidder identifies as required items as associated to this project, that were not requested in the Bid, must be listed and priced out and included in the TOTAL COST.

ITEM	DESCRIPTION	LUMP SUM COST
1	MATERIALS / EQUIPMENT	\$
2	LABOR	\$
3	OTHER (PLEASE ATTACH COST INFORMATION)	\$
4	STATE SALES TAX	\$
5	GRAND TOTAL	\$

Any additional costs that the Bidder identifies as required items as associated to this project, that were not requested in the Bid, must be listed and priced out and included in the GRAND TOTAL COST.

COST SUMMARY MUST SUBMITTED WITH THE BID



GENERAL CONSTRUCTION CONTRACT

SAN JOAQUIN COUNTY

A-08-_____

AMOUNT: \$ _____

PARTIES:

COUNTY: County of San Joaquin
Purchasing & Support Services
222 E. Weber Ave., Room 675
Stockton, CA 95202

With copies to: County of San Joaquin

CONTRACTOR: _____

This Agreement is made and entered into this _____ day of _____, 2008 by and between _____ a Construction CONTRACTOR (hereinafter "CONTRACTOR"), and San Joaquin County, a political subdivision of the State of California, through its Purchasing and Support Services Department, _____ (hereinafter "COUNTY").

ORDER OF PRECEDENCE

Each of the items listed below is hereby incorporated into this Agreement by this reference. In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal and State of California statutes and regulations, this Agreement and its exhibits.
2. COUNTY Request for Proposal Number _____.
3. CONTRACTOR'S Proposal dated _____.

THE PARTIES AGREE AS FOLLOWS:

Article 1 Intent

It is the intent of the parties that the CONTRACTOR furnish a complete and finished job in all respects, as provided in the specifications that are attached and made a part of this Contract. The CONTRACTOR shall do and finish everything called for or indicated in the specifications necessary in the fullest interpretation thereof to properly complete the job.

Article 2 Quality of Materials/Work to be performed

2.1 Materials

Materials, articles and equipment furnished by the CONTRACTOR, as requested by the COUNTY, shall be new and of the quality and kind indicated in the specifications. Pursuant to Public Contract Code Section 3400, the CONTRACTOR is authorized to request substitutions of equal materials, in which case the COUNTY shall be the sole judge as to such substitutions.

2.2 Quality of Work/Services

Every part of the work, as requested, shall be accomplished in a workmanlike manner, and agreed upon services shall be conducted promptly and completely.

2.3 Materials Warranty

The CONTRACTOR warrants that all materials and equipment furnished under this Agreement will be new unless otherwise specified, and that all work will be of good quality and free from flaws and defects and in conformance with the plans and specifications. All work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective and may be rejected by the COUNTY.

2.4 Toxic and Hazardous Materials and Waste

CONTRACTOR shall not permit any unlawful release of any toxic or hazardous materials or waste into the atmosphere, soil, or groundwater in performing services under this Agreement. CONTRACTOR shall not incorporate any products or material into the work, which contains asbestos.

Article 3 Investigation of Site

By executing the Agreement, the CONTRACTOR represents that they have 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 plans and specification, as applicable. Should concealed or unknown conditions be encountered in the performance of the agreed upon work, which conditions appear to CONTRACTOR to be at variance with the plans and specifications, the CONTRACTOR shall immediately seek a clarification from the COUNTY who shall investigate the conditions and proceed in a way that is appropriate to the circumstances.

Article 4 Permits, Licenses, Ordinances and Regulations

4.1 Compliance Requirements

CONTRACTOR shall at their expense obtain all permits and licenses required to conduct the agreed upon work, and said work and/or services will be performed so that all laws, regulations and ordinances shall be obeyed

4.2 Violation of Laws, Regulations and Ordinances

The CONTRACTOR shall save harmless, defend and indemnify the COUNTY and all of its officers, agents, employees and volunteers against any liability or claim arising from or based upon the violation of any law, ordinance, regulation, order or decree, whether by the CONTRACTOR, their agent, employee or their subcontractor or their agent or employee.

4.3 Notice Requirement

The CONTRACTOR shall give all notices as may be required by permits, licenses, etc., that may be required to commence, carry on, and complete the agreed upon services and/or work.

4.4 Prevailing Wages

Pursuant to Prevailing Wage, CONTRACTOR shall pay CONTRACTOR'S employees and subcontractors the prevailing wage for any and all construction and/or development related work performed in connection with this Agreement. CONTRACTOR shall indemnify, defend, hold harmless the COUNTY, its officers, agents, employees and volunteers from all fines, suits, procedures, claims, and actions of every kind, and all costs associated therewith arising out of or in any way connected with CONTRACTOR'S failure to pay prevailing wage. Prevailing wage shall be as determined by the Director of the Department of Industrial Relations in accordance with the standards set forth in Section 1770 et seq. of the Labor Code.

4.5 Apprentices

The CONTRACTOR (and subcontractors) is responsible to insure compliance and complete understanding of the law regarding apprentices, and specifically the required ration thereunder. Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Code of Regulations Section 200 et seq. COUNTY encourage the employment and training of apprentices.

Article 5 Care of Site and Adjacent Premises

The CONTRACTOR shall be held responsible for the care and preservation of the site on which the work/services are to be performed, and of adjacent premises and coterminous property as applicable to agreed upon work and/or services. Any parts of such premises injured, damaged or disturbed because of CONTRACTOR'S work shall be repaired, replaced or cleaned by the Contractor at their sole expense, and to the COUNTY'S complete satisfaction.

Where property of the COUNTY is damaged, the County may deduct from all payments due an amount sufficient to repair any and all such damages, or replace any such damaged property, if such replacement is deemed by them to be necessary.

Article 6 Prevention of Accidents and Damage to Property

The CONTRACTOR shall be fully responsible for accidents to the public and/or damage to public and private property on the site of the work, as provided in the plans and specifications.

The CONTRACTOR shall provide and maintain such guards, fences, barriers, signs, red lights, watchman and other safety devices adjacent to and on the site as may be necessary to prevent accidents to the public and damage to property. At the end of the job, all signs, lights, barriers and other safety devices shall be removed from the job and the entire site left clean and orderly.

Article 7 Clean-up of Site

During the progress of the work, the CONTRACTOR shall keep the working area in a neat condition. The Contractor shall dispose of refuse, as often as directed or as may be necessary so that at no time shall there be any unsightly accumulation of debris or rubbish. Clean up shall include removal of all surplus material, debris and rubbish from the site.

Article 8 Guarantees and Warranties

8.1 General Requirements

In addition to any guarantees otherwise required, the CONTRACTOR shall guarantee the work free from defects, material and workmanship for a period of one year from the date of acceptance by the COUNTY, and shall agree to replace at their own expense, any said defect that may occur within that time. Such guarantee is in addition to, and not in lieu of the COUNTY'S rights to enforce this Agreement in all respects, and the COUNTY'S right on all other guarantees and warranties that may be required by the plans and specifications.

8.2 Guarantees Not Waiver

By accepting the guarantees required herein, the COUNTY shall not be deemed to have waived any warranty or buyer protection implied, required and/or provided by law, nor to have altered any applicable statute of limitations regarding enforcement of any right of the COUNTY created by this agreement or otherwise.

Article 9 Insurance

9.1 Requirements

The CONTRACTOR shall not commence work until all insurance required under this article has been obtained and the COUNTY has approved such insurance.

CONTRACTOR, shall submit proof of insurance with liability limits as set forth below to the Purchasing Department showing COUNTY, its officers, employees, agents and volunteers named as Additional Insured to include ongoing operations and products completed operations (On Additional Insured Endorsement CG 20 10 10 93), except for Workers' Compensation and

professional Liabilities, and insurance policy shall contain provisions that such policy may not be canceled or reduced except after thirty (30) days written notice to the COUNTY. The COUNTY at its discretion, may waive in part or in full insurance requirements.

CONTRACTOR agrees that CONTRACTOR is responsible to ensure that the requirements set forth in this article/paragraph are also to be met by CONTRACTOR'S subcontractors/consultants who provide services pursuant to this Agreement.

Copies of insurance certificates and additional insured endorsements shall be filed with the Purchasing Agent.

9.2 Liability Limits

General Liability

- 1. BI & PD combined/occurrence \$1,000,000
 /aggregate \$1,000,000
- 2. Personal Injury/aggregate \$1,000,000
- 3. Automobile Liability
 Contractor agrees to defend, hold harmless and indemnify the COUNTY for any and all liabilities associated with the use of any automobiles in relation to tasks associated with this Agreement.

Workers' Compensation and Employer's Liability Statutory requirement

9.3 Certification

In accepting any contract with the COUNTY, the CONTRACTOR makes the following certification, required by Section 1861 of the Labor Code.

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

9.4 Performance and Payment Bonds

The CONTRACTOR shall furnish the County, within ten (10) days (or as otherwise specified) of the execution of a contract **original** performance and payment bonds as follows:

- (a) **Faithful Performance Bond** – Said bond shall be in an amount equal to one hundred percent (100%) of the contract price, shall be for the faithful performance of the contract, shall be approved by the COUNTY, and shall be secured from a surety or sureties satisfactory to said COUNTY.
- (b) **Payment Bond for Public Work**- The CONTRACTOR shall furnish a separate surety bond in an amount at least equal to one hundred percent (100%) of the contract price. This will be held as security for the payment of

all persons for furnishing materials, provisions, or other supplies, or items, used in, upon, for or about the performance of the work contracted to be done, or for performing any work or labor thereon of any kind, and for the payment of amounts due under the Unemployment Insurance Code with respect to such work or labor in connection with this Contract, and for the payment of a reasonable attorney's fee to be fixed by the court in case suit is brought upon the bond.

- (c) **Additional Security** – The CONTRACTOR shall promptly furnish additional Security required to protect the COUNTY and persons supplying labor or material under this contract if:
- (1) Any surety upon any bond furnished with this contract becomes Unacceptable to the COUNTY;
 - (2) Any surety fails to furnish reports on its financial condition as Required by the COUNTY; or
 - (3) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the COUNTY.

Article 10 Indemnification

CONTRACTOR shall, at its expense, defend, indemnify and hold harmless the County of San Joaquin and its employees, officers, directors, contractors and agents from and against any losses, liabilities, damages, penalties, costs, fees, including without limitation reasonable attorneys' fees, and expenses from any claim or action, including without limitation for bodily injury or death, to the extent caused by or arising from the active and/or passive negligence or willful misconduct of CONTRACTOR, its employees, officers, agents or Subcontractors.

CONTRACTOR shall hold the COUNTY, its officers and employees, harmless from liability, of any nature or kind on account of use of any copyrighted, or un-copyrighted composition, secret process, patented or un-patented invention articles or appliance furnished or used under this order.

Article 11 Discrimination

CONTRACTOR shall not discriminate because of age, ancestry, color, creed, marital status, medical condition (cancer or genetic characteristics), national origin, physical or mental disability, political affiliation or belief, pregnancy, race, religion, sex (includes sexual harassment) and sexual orientation.

Article 12 ADA Compliance

CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. Sections 12101 et seq.)

Article 13 Assignments

Inasmuch as this Agreement is intended to secure the specialized services of the CONTRACTOR, CONTRACTOR may not assign, transfer, delegate or subcontract their obligation herein without the prior written consent of San Joaquin County. Any such assignment, transfer, delegation or subcontract without the prior written consent shall be considered null and void.

Article 14 Governing Law and Venue

The Laws of the State of California shall govern this Agreement. Venue is San Joaquin County. The provisions of this paragraph shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

Article 15 Payment

COUNTY shall pay CONTRACTOR for the work under this Agreement, an amount not to exceed _____ DOLLARS AND _____ CENTS ().

CONTRACTOR shall submit one original and one copy of each invoice to San Joaquin County _____. All invoices must reference the **(Agreement # / Contract ID#)** the service performed and the Federal Tax Payer Identification Number. Duplicate invoices shall be sent to the department to which services are provided. That department will approve completion of and payment for the work completed. Payment is to be made within thirty days after the COUNTY'S acceptance of the work performed.

In the event that the work site and/or adjacent premises are damaged during the conduct of the work agreed to, or as otherwise deemed necessary to protect COUNTY interests as determined by the COUNTY, a reasonable amount of any payment otherwise due may be withheld by the COUNTY until such time as satisfactory settlement is reached between all parties involved.

The COUNTY shall withhold ten percent (10%) of progress payments until 35 days after notice recordation is filed.

Article 16 Interpretation

This Agreement shall not be interrupted in favor of any Party by virtue of said Party not having prepared this Agreement.

If any time period provided for in this Agreement ends on the day other than a Business Day, the time period shall be extended to the next Business Day.

Article 17 Termination

The COUNTY may terminate this Agreement if the CONTRACTOR violates any of the provisions of the plans and specifications or fails to perform the work within the specified time, and for any material breach by the CONTRACTOR. In such event, the CONTRACTOR will be compensated for services and/or work performed as of the day of such notification, less any amounts the COUNTY is entitled to withhold pursuant to Article 5 of these General Conditions.

Article 18 Time for Completion

CONTRACTOR shall complete all construction services under this Agreement on or before _____ () working days of notice to proceed.

Article 19 Notice

All Notices given under this contract shall be in writing. Such notices shall indicate the following:

CONTRACTOR: **NAME**
 ADDRESS
 CITY, STATE, ZIP

COUNTY: Purchasing Agent
 San Joaquin County
 Courthouse
 222 E. Weber Avenue, Room 675
 Stockton, CA 95202

Article 20 Labor Relations History – Rescission of Contract (PCC 10232)

As per Public Contract Code Section 10232, CONTRACTOR swears under penalty that no more than one final, unappealable finding of contempt of court by a federal court had been issued against the CONTRACTOR within the immediately preceding two-year period because of the CONTRACTOR'S failure to comply with an order of the court which order the CONTRACTOR to comply with an order of the National Labor Relations Board. For purposes of this section, a finding of contempt does not include any finding that has been vacated, dismissed, or otherwise removed by the court because the CONTRACTOR has complied with the order that the CONTRACTOR falsely swears to the truth of the statement required by this section.

(This space intentionally left blank.)

Article 21 Subcontractors

CONTRACTOR is fully responsible to COUNTY for the acts or omissions of subcontractors and of persons either directly or indirectly employed by or serving as agents to the subcontractors. Nothing contained herein shall establish a contractual relationship between COUNTY and CONTRACTOR'S subcontractors. All of the subcontractors that will perform work in excess of one-half of one percent of the total amount of the contract price and the general type of work subcontractors would be performing are listed below: (Attach additional sheet, if necessary, and note attachment on this page.)

Firm Name: _____

Address: _____

Phone No: _____

Work Type: _____

Firm Name: _____

Address: _____

Phone No: _____

Work Type: _____

Firm Name: _____

Address: _____

Phone No: _____

Work Type: _____

Article 22 Signature Certification

By signing this Agreement, CONTRACTOR certifies under penalty of perjury that the CONTRACTOR has reviewed, understands, and is in compliance with (Exhibit C), the Public Contract Code Section 10162, and the Business and Professions Code Section 7028.15. In addition CONTRACTOR certifies that CONTRACTOR is in compliance and with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code).

COUNTY OF SAN JOAQUIN
a political subdivision of
the State of California

By _____
CONTRACTOR

By _____
David M. Louis, Director,
Purchasing and Support Services

Date: _____

Date: _____

APPROVED AS TO FORM
Office of County Counsel

By _____
Gilberto Gutierrez
Deputy County Counsel

Date: _____

Buyer of Record: RD

EXHIBIT "A"

Performance Bond

Know all Men by These Presents:

THAT WHEREAS, County of San Joaquin, has awarded to _____, as principal, hereinafter designated as the "CONTRACTOR," a contract for the work described as follows: _____.

AND WHEREAS, the CONTRACTOR is required to furnish a bond in connection with said contract guaranteeing the faithful performance thereof.

NOW THEREFORE, we the undersigned CONTRACTOR and Surety, an admitted Surety insurer pursuant to Code of Civil Procedure Section 995.120, are held and firmly bound unto San Joaquin County, in the sum of _____ DOLLARS (_____), to be paid to the said County of San Joaquin, its successors and assigns; for which payment, will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION of this obligation is such:

That if the above CONTRACTOR, their heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the County of San Joaquin its officers and agents, as therein stipulated, then this obligation shall become and be null and void, otherwise it shall be and remain in full force and virtue.

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 there under, or the specifications accompanying the same, shall in any way affect its obligation 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. All terms and conditions as set forth in the General Conditions, as supplemented, to the contract are incorporated by reference and Surety acknowledges that it is bound thereby, including the disputes clauses(s) therein.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day
of _____ 2008.

_____(Seal)
Name of Surety

CONTRACTOR

By: _____
Attorney-in-fact

EXHIBIT "B"

Payment Bond

Know all Men by These Presents:

THAT WHEREAS, County of San Joaquin, has awarded to _____, as principal, hereinafter designated as the "CONTRACTOR," a contract for the work described as follows:

AND WHEREAS, the CONTRACTOR is required by the provisions of Chapter 7, Title 15, Part 4, Division 3, Section 3247 et seq., Civil Code, to furnish a bond in connection with said contract, as hereinafter set forth.

NOW THEREFORE, we the undersigned CONTRACTOR and Surety, are held and firmly bound unto SAN JOAQUIN COUNTY for the sum of _____ (_____). Said sum being determined in accordance with the provisions of Section 3248 of the Civil Code, for which payment will and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of this obligation is such:

That if the above CONTRACTOR, their heirs, executors, administrators, successors or assigns, or SUBCONTRACTOR'S, shall fail to pay any materials, provisions, provender or other supplies or teams, implements or machinery, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, as required by the provisions of Chapter 7, Title 15, Part 4, Division 3 of the Civil Code, and provided that the claimant shall have complied with the provisions of said Code, the surety or sureties hereon will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond the said surety and/or sureties will pay a reasonable attorney's fee to be fixed by the court.

This bond shall insure to the benefit of any and all persons, companies or corporations entitled to file claims under Section 3181 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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 anyway 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, we have hereunto set our hands and seals on this ____day of _____, 2008.

CONTRACTOR

_____(Seal)

Name of Surety

By_____
Attorney-in-fact

EXHIBIT "C"

Regulations

10162. Disqualification, removal, etc. from federal, state or local government project; questionnaire; rejection of bid.

The department shall require from all prospective bidders the completion, under penalty of perjury, of a standard form of questionnaire inquiring whether such prospective bidder, any officer of such bidder, or any employee of such bidder who has a proprietary interest in such bidder, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law of a safety regulation, and if so to explain the circumstances.

A bid may be rejected on the basis of a bidder, any officer of such bidder, or any employee of such bidder who has a proprietary interest in from bidding on, or completing a federal, state, or local project because of a violation of law or a safety regulation.

7028.15. License required to submit bid to public agency; Exceptions.

- (a) It is a misdemeanor for any person to submit a bid to a public agency in order to engage in the business or act in the capacity of a CONTRACTOR within this state without having a license therefore, except in any of the following cases:
 - (1) The person is particularly exempted from this chapter.
 - (2) The bid is submitted on a state project governed by Section 10164 of the Public Code or on any local agency project governed by Section 20103.5 of Public Contract Code.
- (b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars (\$4,500), whichever is greater, or imprisonment in the COUNTY jail for not less than 10 days nor more than six months, or both.
- (c) This section shall not apply to a joint venture license, as required by Section 7029.1; however, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his or her individual licensure.
- (d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed CONTRACTOR'S to render services within the scope of their respective practices.
- (e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a CONTRACTOR who is not licensed in accordance with this chapter shall be considered non-responsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the CONTRACTOR was properly licensed when the CONTRACTOR submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer

or employee of a public entity who knowingly awards a contract or issues a purchase order to a CONTRACTOR who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citation shall be subject to Sections 7028.7 to 7028.13, inclusive. Any contract awarded to, or any purchase order issued to, a CONTRACTOR who is not licensed pursuant to this chapter is void.

- (f) Any compliance or non-compliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.
- (g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or CONTRACTOR and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

(This space intentionally left blank.)

EXHIBIT "D"

Project Responsibilities

Successful Bidders Project Responsibilities

- Successful Bidder to provide a project schedule at the pre-award meeting with the County.
- It shall be the responsibility of the Successful Bidder to obtain accurate dimensions and measurements for the project.
- **Cost shall also include All Permits/Fee's (if applicable), labor, material, supervision, transportation, equipment, and misc. supplies for a complete repairs**
- All work to conform to State/Local codes and Manufactures recommendations
- Work shall be performed Monday through Friday between 8:00am and 4:00pm
- **Prevailing Wage Project**
- The Successful Bidder shall possess the appropriate license(s) for the type of work that is described in these bid documents. The Successful Bidder shall submit prior to signing a contract his/her valid contractor's license(s). The County shall validate the license once submitted.
- **Definition(s): (SJC) = San Joaquin County**

SITE CONDITIONS

PART 1

DESCRIPTION

This section specified procedural requirements for:

1. Maintaining all construction site areas, on the building, and the surrounding grounds;
2. Maintaining quality assurance during the course of work;
3. Identifying actions necessary for the storage of materials;
4. Identifying responsibilities for field measurements and takeoffs;
5. Identifying existing conditions; required by various sections to amplify, expand and coordinate the information.

QUALITY ASSURANCE

Contractor shall immediately stop work if any unusual or concealed condition is discovered and shall immediately notify SJC of such condition in writing for correction at the SJC's expense.

Site cleanup, including both interior and exterior building areas which have been affected by construction, shall be completed to the SJC's satisfaction.

All landscaped areas damages by construction activities shall be repaired at no cost to the SJC.

STORAGE OF MATERIALS

The Contractor shall take precautions that storage and/or application of materials and/or equipment does not overload the flooring or building structure.

The Contractor shall follow all safety regulations as required by OSHA and any other applicable authorities having jurisdiction.

All new duct waste material (i.e. metal scrap, hangers, etc.) shall be immediately removed from the site by the Contractor and properly transported to a legal dumping area authorized to receive such material, in a legal manner.

FIELD MEASUREMENTS

Before modifications are started, the Contractor shall visit the project site and **verify conditions, locations and dimensions** of all existing equipment, the structure, and the site conditions that pertain to this installation.

The details shown and the information provided are represented or guaranteed by the SJC as being accurate as to the actual "as built" and present conditions. Bidding Contractor shall verify all conditions at the site and perform all work to complete the project under this contract, regardless of the variations that may be found.

Failure to examine the project building and the site and to become familiar with the existing conditions shall not constitute cause for complaint or claim for extra payment. Contractor agrees to accept project site as it exists.

Contractor shall have **SOLE AND COMPLETE** responsibility for accuracy of all measurements and estimates of material quantities, fitting of components, sizes and dimensions.

EXISTING CONDITIONS

The Contractor shall furnish and maintain in good condition all equipment and facilities as required for the proper execution and inspection of the work. Such equipment and facilities shall meet all requirements of the applicable ordinances and laws.

Site will be available to Contractor upon receipt of the SJC's written notice to proceed, unless otherwise indicated in these specifications. Care, custody, and control of the site work area, equipment area and material storage area are vested in the contractor during the term of operations under the contract.

Means of ingress and egress to buildings shall not be blocked for any reason or hamper the normal operation of the building in any way unless permission is first obtained from the SJC. Fire protection and immediate access for fire fighting equipment must be maintained at all times. Parking equipment or staging materials in a RED curb zone shall be prohibited unless approved in writing by the Fire Marshall and local police.

It is the SJC's intention that the building will be utilized in the usual manner in accordance with the normal schedule therefore, the Contractor, executing this contract work must schedule his work so as not to interfere with normal activities and shall coordinate his work with the SJC for over interior spaces having critical requirements. Do not interrupt SJC or tenant operations unless written approval is received from the SJC.

Work that might interfere with the use of the facilities by the SJC shall be accomplished at a time approved beforehand by the SJC.

Coordinate all use of utilities with the SJC. At no time shall utilities be wasted.

Disturbing or disruptive noise that interferes with the normal building occupancy will not be permitted. Operations creating noise of this type must be scheduled in advance with the SJC. Radios and tape players are not allowed in the building or in the storage areas.

Prior to final acceptance, Contractor shall restore all areas affected by his work to the original state of cleanliness and repair all damage done to the premises, including the grounds, by his workmen and equipment.

Prior to start of work Contractor shall perform a thorough inspection of the building interior and noting all damage, including past or current. Documentation of this inspection shall be submitted to the SJC's representative prior to beginning work. The Contractor shall be responsible for correction of any subsequent, undocumented damage.

Protect building contents and grounds during the process of the work. Protect all paving and buildings adjacent to hoist prior to starting work. Windows, doorways, docks, walkways, etc., may require special protection measures.

The Contractor shall prevent access by the public to materials, tools or equipment. The SJC assumes no liability or responsibility whatsoever for any damage, theft, or other acts which occur to the Contractors material or equipment as a result of his negligence.

The Contractor shall be responsible for damage to asphalt parking lots resultant of heavy dumpsters and/or truck loads driving over parking lot areas. Contractor shall obtain written permission for traffic across or placement of heavy loads on pathways.

The Contractor shall repair or replace all existing improvements which are damaged or removed as a result of his operations and which are not designated for removal (e.g. curbs, sidewalks, driveways, fences, walls, signage, utility installations, HVAC units, pavements, structures, etc.). Repairs and replacements shall be at least equal to existing improvements, and shall match them in finish and dimension.

EXHIBIT "E"

Mechanical General Notes

ACCESSIBILITY SET – MECHANICAL

- DRWG M-1 (1) To facilitate an existing roofing contract the split system heat pumps AH/HP 13 and AH/HP 14 will be furnished under a separate contract and are not part of this contract.
- DRWG M-2 (1) Air conditioning notes item #6: All permits and related fees are provided by the owner.

CUBICLES SET – MECHANICAL

- DRWG M-1 (1) Supply and return registers and ductwork above heard ceiling in corridor #1 are to be disconnected and abandoned in place to eliminate patching.
- DRWG M-2 (1) Sheet notes three (3) and four (4): Delete references to patch and repair walls and ceilings. All wall and ceiling restoration to be by owner.
- DRWG M-3 (1) Sheet notes item #2: Delete this note. Enclosing ductwork is not required.
- DRWG M-5 (1) Sheet notes: Delete reference to patching wall in item AC-8E #2.