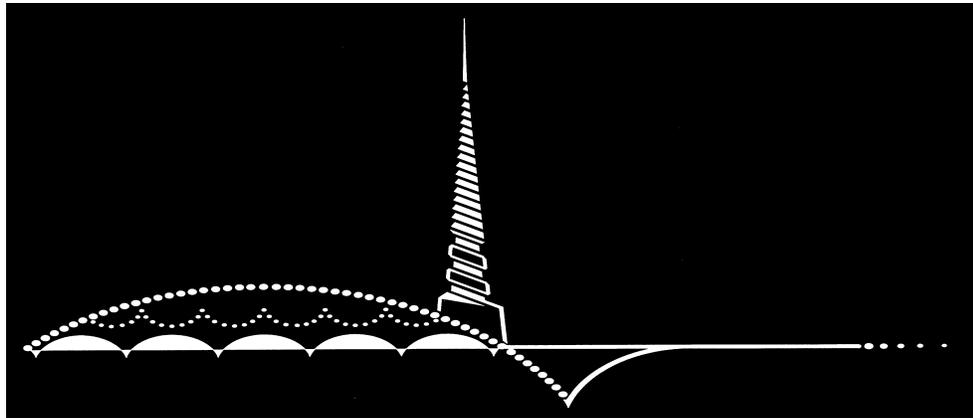


**CONTRACT DOCUMENTS  
AND SPECIFICATIONS**

**PROJECT NO. C-439**

**GENERAL SERVICES BUILDING  
PHOTOVOLTAIC GENERATION  
PROJECT**

**IN  
MARIN COUNTY**



**DEPARTMENT OF PUBLIC WORKS  
COUNTY OF MARIN  
SAN RAFAEL, CALIFORNIA**

**NOVEMBER 2002**

**CONTENTS****GENERAL SERVICES BUILDING  
PHOTOVOLTAIC GENERATION PROJECT****PROJECT NO. C-439**

<b>TITLE</b>	<b>PAGE</b>	<b>COLOR</b>
<b>I. PROJECT AUTHORIZATION.....</b>	<b>3</b>	<b>Green</b>
<b>II. BIDDING REQUIREMENTS</b>		
Notice to Contractors.....	4	White
Request for Proposal .....	15	White
Instructions to Bidders .....	13	Yellow
<b>III. CONTRACT FORMS</b>		
Performance Bond.....	20	White
Payment Bond.....	22	White
Agreement.....	24	White
Payment Request .....	26	White
Change Order .....	28	White
<b>IV. GENERAL CONDITIONS .....</b>	<b>29</b>	<b>Blue</b>
<b>V. PREVAILING WAGES .....</b>	<b>30</b>	<b>Yellow</b>
<b>VI. ATTACHMENTS.....</b>	<b>31</b>	
Attachment A-1: North and South Floor Plan .....	32	White
Attachment A-2: Roof Photo .....	33	White
Attachment A-3: Utility Data .....	34	White
Attachment A-4: Preferred Roof Penetrations.....	35	White

PROJECT AUTHORIZATION

**PHOTOVOLTAIC GENERATION  
GENERAL SERVICES BUILDING**

**PROJECT NO. C-439**

COUNTY OF MARIN

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Mehdi Madjd-Sadjadi  
Director of Department of Public Works  
County of Marin  
San Rafael, California 94903

NOVEMBER 2002

APPROVED AS TO COMPLIANCE  
WITH FUNDING REQUIREMENTS

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Siamak Motahari  
Capital Projects Engineer

MARIN COUNTY DEPARTMENT OF PUBLIC WORKS  
SAN RAFAEL, CALIFORNIA

**NOTICE TO CONTRACTORS**

**REQUEST FOR PROPOSALS**

TO: ALL INTERESTED PHOTOVOLTAIC SYSTEM SUPPLY AND  
INSTALLATION FIRMS

FROM: Richard Carlsen, Marin County Public Works

RE: REQUEST FOR PROPOSAL (RFP)

**Proposals Due November 22, 2002**

**MARIN COUNTY PHOTOVOLTAIC GENERATION PROJECT**

The County of Marin is seeking proposals for a photovoltaic generation system on the County General Services Facility located on the Civic Center campus. The selected Firm will provide a system design, all materials, and all labor required to build and commission the system.

Your firm is invited to submit a proposal. A pre-proposal site walk is scheduled for 10:00 a.m. on Friday, November 15. The County will select a short list of Firms for interview, and will select one or more to provide the desired services.

For more information, and to receive a complete copy of the RFP, please contact:

Siamak Motahari  
Marin County Public Works  
3501 Civic Center Drive, RM # 404  
San Rafael, CA 94903  
(415) 499-7877

## **1. Introduction:**

The County of Marin strives to demonstrate leadership in environmental responsibility. In the pursuit of that goal, the County has enacted several resolutions promoting and supporting energy efficiency and renewable energy generation. In 2002, the Board of Supervisors of Marin passed and adopted Resolutions to:

- Participate in the Cities for Climate Protection Campaign, which consists of:
  - ◆ Taking a leadership role in promoting public awareness about the causes and impacts of climate change.
  - ◆ Undertaking the Programs five milestones to reduce greenhouse gases and pollution emissions
- Support Assembly Bill 58 for Net Metering
- Support Senate Bill 530 for renewable generation.
- Implement an energy efficiency and renewable generation program.

The County is seeking a Firm to supply and install a photovoltaic (PV) generating system at the County's General Services Facility. The selected Firm will demonstrate superior engineering practices, be experienced in the design and commissioning of similar PV projects, and will demonstrate an implementation approach that can effectively meet the County objectives stated in section 3 of this RFP.

## **2. General Site Conditions:**

The center of government for Marin County is an 88-acre site situated in north San Rafael known as the Civic Center Campus. The Campus is anchored by the Frank Lloyd Wright-designed Civic Center, which houses the County's administrative, financial and community services departments, the County's Human Resources Department as well as the Marin County Library branch and the Hall of Justice. The Marin County Civic Center is a national and state designated historic landmark.

The County General Services (GS) Facility is a 15,000 square foot, single story building that is located adjacent to highway 101 within the Civic Center Complex. A floor plan of the facility is included as Attachment 1. The facility was built in 1984 and is used to service the County's vehicles.

The facility's roof is flat, and in the process of being replaced with a 50 mil, single ply roofing system manufactured by Dura-Last Roofing, Inc. The roofing system installation subcontractor is Western Roofing Services. The roof structure consists of glue-laminated beams oriented in an east-west direction and spaced at approximately twenty feet, with 2X12 joists oriented in a north-south direction and spaced at 24 inches.

The GS facility receives electricity from PG&E and is individually metered on an A10 tariff. In the previous twelve months the facility consumed 150,000 kWh of

electricity. The facility's power demand over the previous twelve months has been fairly consistent, with a maximum demand of 58 kW in the month of July, and a minimum demand of 46 kW in December. The value of the energy used was approximately \$24,000, based on the current tariff and including the California Public Utilities Commission (CPUC) mandated surcharges. The facility is not scheduled for any major mechanical renovations, so the energy use and power demand should remain consistent for the foreseeable future.

Pictures of the facility roof are included as Attachment 2.

Twelve months of utility data is included as Attachment 3.

### **3. Scope of Work:**

The County is seeking a Firm to design and install a PV system that addresses the following objectives:

- Maximize the power and energy output, without exceeding the facility's requirements.
- Ensure that roof penetrations don't void roof warranties or result in any leakage for the life of the roof.
- Allow the County to obtain state and utility loans and rebates.
- Create the greatest value as compared to the original investment.
- Display real time energy and power output information in a public area of the Civic Center, overlooking the PV installation

The County's current thinking is outlined below, however it is recognized that the implementation of this scope of work may need to be modified as the project is implemented.

Detailed System Design: The selected Firm will be responsible for creating a design that meets the County's objectives. The design will address the panel mounting configuration, panel type and manufacturer, total system size and weight, power output, energy output, value of energy generated, location of electrical equipment, power and energy monitoring equipment, concrete pads, structures for protecting electronic equipment, etc. The design will include all materials and equipment required to result in the installation of an operating PV system. The design will be completed using AutoCad drafting software, or equivalent compatible software, and shall be suitable for submittal to and approval by the County permitting department. The design shall address all code, utility interconnect, utility shut-off, and fire safety issues. Drawings shall include the dimensions and layout of all equipment.

Real Time Display: A kiosk will be constructed in the lobby of the Civic Center, over looking the General Services Building, which will display the benefits of the PV installation and will help to promote solar electric energy to the community. The Real Time display will include, at a minimum: 15 inch LCD display;

instantaneous kW and kWh; daily kWh generation; kW and kWh output on a monthly basis; actual year-to-date kWh, actual YTD solar insolation.

Roof Warranty: If your proposed system requires roof penetrations, you will be required to utilize a roofing subcontractor that is approved, authorized, or licensed by the roof system manufacturer in the installation and repair of the roofing system. Roof penetrations must be pre-approved by the manufacturer. Preferred penetration details are included as Attachment A-4. If another penetration design is used, please contact Kevin Kelley or Matt Lenahan, at Dura-Last Roofing, Inc., (800) 356-6646. The warranty will include the roof membrane, roof insulation, fasteners, cover boards, substrate board, and other components of the membrane roofing system. The original roofing contractor, Western Roofing Service, is the required subcontractor for patching all roof penetrations. For information regarding roof patching, please call Matt Malin, Western Roofing Service, (800) 822-6648. Prior to final acceptance of the Work, a salaried representative of the manufacturer (not the roofing subcontractor) must inspect the roof patches provide a written "Acceptance of Work" that maintains the existing roof system warranty.

System Installation: The Firm shall be licensed in the State of California to design and install this type of construction project (contractors License A, B, C10, or C46). The installation shall be "turn-key," requiring a minimum of County supervision and project management, include all materials and labor, and result in a fully commissioned PV system. The selected firm will provide the County with an installation schedule that details the permitting process, delivery of materials, construction, and inspections.

System Commissioning: The selected firm shall be responsible for commissioning the system once construction has been completed. Commissioning will include preparing the system for operation; cleaning all of the PV panels with water and a squeegee; measuring the system output; testing each panel to ensure panel function; scheduling and passing final inspections with the County permitting and fire departments; scheduling and passing final inspections required by rebate and loan programs; and any other activities required to result in a fully functional system.

It is the County's goal to have the installation completed in the first quarter of 2003, prior to the utility's peak season.

#### **4. Evaluation Criteria:**

Marin County will use the following evaluation criteria to select several Firms for interview.

- Clarity of Submittal and Responsiveness to RFP
- Proposed system description and how the proposed system will meet the County's objectives.

- Project Team - Qualifications, education and relevant experience of the key team members as a team and as individuals, including sub-contractors.
- Project Management - Project planning, coordination, cost control methods, production facilities, capabilities and techniques and ability to complete the project within the schedule provided by the Contractor.
- Experience - The team members should have significant experience in design and installation of similar PV systems.
- Design Ability - Visual and narrative evidence of team's ability with respect to PV systems and cost control.
- Value of the generated power and energy as compared to the final installed cost.
- Quality control/assurance procedures.
- Any other criteria deemed by County to be relevant to the selection.

## 5. Response Format and Detail:

The County is seeking responses to this RFP that are detailed, descriptive, and concise. Firms are asked to follow the outline below. Deviations may result in your response being considered “non-responsive,” at the sole discretion of the County. Responses should be tailored to this RFP. Brevity and clarity are important considerations in the development of your response. Please do not include extraneous information. Responses should be organized and easy to read (the County would prefer 12 pt type).

1. Business Description: Describe your business. The description should include information on the company history, office location(s), company size, organizational structure/chart, skill sets, vision, and mission.
2. Team Members: Describe subcontractors that will be part of your team. The description of team members should be similar to what is outlined in #1, Business Description. If your Firm does not intend to use any subcontractors or sub-consultants, please state so.
3. Key Personnel: Provide descriptions/bios of the key project personnel. Each description should be no more than \_ page. It is important that the descriptions explain the role for which each person will be responsible. The County is interested in positions such as the Project Manager and Engineers that will be dedicating the majority of time to the project.
4. Resumes: Provide detailed resumes on the key project personnel and supporting personnel for the entire team.
5. Project Summaries: Provide summaries of at least three similar projects that your company has completed in the past five years. These summaries should be recent. Each individual project summary should not exceed one page, and should include information such as the installation subcontractor, the actual budget compared to the engineer's estimate, resulting energy and power generation, etc. Please include the name of the customer, the main contact, and a contact phone number. These contacts may be used as references.

6. Proposed System: Describe your proposed system in detail, addressing how it will meet the County's goals and objectives. Provide the preliminary system design. Be sure to include, at a minimum, loading characteristics (lbs per square foot, or lbs per support leg, etc.), a single line diagram of the system, the panel layout, panel mounting details, and physical layout of electrical equipment such as transformers, inverters, etc., with dimensions.
7. Roof Penetrations: If your proposed system requires roof penetrations provide a detailed drawing of the roof penetration that has been pre-approved by the roof system manufacturer. Also provide description of the process that will be used to maintain the existing Roof System warranty, including the name of the roofing subcontractor, and detail the process of roof patches and manufacturer inspections. The original roofing contractor, Western Roofing Service, is the required subcontractor for patching all roof penetrations. For information regarding roof patching, please call Matt Malin, Western Roofing Service, (800) 822-6648.
8. Electricity and Power Analysis: Evaluate the peak kW generating capacity and the annual energy generation of the proposed system based on San Rafael solar radiation data. Also evaluate the annual value of the electricity generated based on the current utility rate and CPUC surcharges.
9. Cost: Provide a cost proposal, with a firm Not-to-Exceed price that details the cost of the system design, PV panels, electrical equipment, mounting equipment, installation labor, output monitoring equipment, etc., sufficiently to meet the budget submittal requirements of the rebate and loan programs. It is the County's intent to use the Self Generation Program rebate as a partial payment for the project. Your Firm should address your willingness to accept the rebate directly.
10. Schedule: Develop and include in your response an anticipated implementation schedule including milestones such as final design, permitting, material delivery, inspections, etc.
11. Other Information: Provide any other information that you feel will help the County make it's selection.
12. Contractors License: Please provide a copy of your contractor's license, and a copy of the roofing contractor's license, if required.
13. Agreement: Provide a statement that you have reviewed the standard County of Marin General Conditions and are able to meet the insurance requirements and execute the agreement as it is written, with the exception of references to low bidder, bid bonds, proposal guarantee, and the Proposal Form (Please note that all other Bonds are still required). An Addendum to the General Conditions is included in Section IV of this Package. It is the binding version of exclusions to the General Conditions. Exclusions listed here are for reference only. The selected Firm will adhere to the provisions, terms, and conditions of the Agreement. Objections to any provisions must be identified in writing in the Proposal. **NO RESPONSE WILL SIGNIFY THAT THE AGREEMENT IS ACCEPTABLE AS WRITTEN.**

14. Attachments: Provide any attachments that you feel will help demonstrate the capabilities of your firm to help the County achieve its goals and objectives through the implementation of the Scope of Work. These attachments may include, but are not limited to: a sample study; cost benefit or life cycle cost analysis; safety plans; project planning protocol; QC procedures; examples of peer review; scheduling protocol; sample drawings, etc. Please be sure to label all attachments clearly.

PLEASE NOTE: Firms that are selected for the short list will be required to submit examples of their work for further consideration in making the final selection, which may include on-site tours of recently completed projects.

## 6. Minimum Qualifications:

In order to qualify for the interview, the Firm must demonstrate the following minimum requirements.

- Have sufficient staff and resources to meet the requirements of the contract including redundancy of qualified personnel such that key persons can be readily replaced (with the County's pre-approval) in the event of illness, employee changes, or other reasons.
- Have technical competence and capabilities in computer aided design and drafting systems that are compatible with AutoCAD release 14. Drawings for this project will use the County's established conventions and layering guidelines.
- Demonstrate financial stability.
- If resources outside your firm are to be used, select only qualified sub-consultants who have extensive experience with the type of work that they will perform in this project.
- The selected Firm's Team must be insured with a minimum of \$1,000,000.00 General Liability and a minimum of \$1,000,000.00 professional liability insurance.
- Licensing.

## 7. General Information:

One original and SIX copies of your Proposal should be forwarded to the following address no later than **12:00 noon, on November 22, 2002**. Questions regarding your response to this request should be directed to Siamak Motahari at (415) 499-7877.

Please address your Proposals to:

Siamak Motahari  
(415) 499-7877  
Marin County Public Works  
3501 Civic Center Drive, RM # 404  
San Rafael, CA 94903

Proposals shall remain confidential until the contract(s), if any, resulting from this RFP are awarded. Thereafter, all information submitted in response to this request shall be deemed public record. In the event that a respondent desires to claim portions of its Proposal as exempt from disclosure, it is incumbent on the respondent to clearly identify those portions with the word "confidential" printed on the page. The County will consider a respondent's request for exemption from disclosure. However, the County will make its decision based upon applicable laws. An assertion by the respondent that the entire Proposal is exempt from disclosure will not be honored.

The respondent is solely responsible for the costs incurred in preparing its response. The County of Marin will provide no compensation for such costs.

The County of Marin reserves the right to reject any or all responses for any reason, to withhold consideration of incomplete responses, to waive informalities or minor irregularities, or request additional information of the responders at its discretion, and reserves the right to terminate the solicitation and/or evaluation process at any time.

Acceptance of a Proposal or other material during the selection process does not constitute a contract and does not obligate the County of Marin to award funds. Funding is subject to final contract approval by the Marin County Board of Supervisors. The County also reserves the right to reject any or all responses without penalty and to act in the best interest of the County as may be required.

**Schedule:**

The following schedule is tentative and non-binding.

RFP Released	November 5, 2002
Site Walk	November 15, 2002
Proposals Due	November 22, 2002
Evaluation of Responses	December 9, 2002
Notification of Shortlisted Firms	December 10, 2002
Oral Interviews	December 18, 2002
Final Evaluation	January 6, 2002
Initiate Contract Negotiations with top ranked Firm	January 9, 2002
Signed Contract for Board Approval	January 28, 2002
Board Approval	January 28, 2002
Notice to Proceed	February 4, 2002

**AMENDMENT TO  
INSTRUCTIONS TO BIDDERS**

1. Exclusions from Instructions to Bidders
  - a. Section 12: Bid Preparation – in its entirety
  - b. Section 13: Bid Security – in its entirety
  - c. Section 16: Bid Opening
    - i. Subset C:
    - ii. Subset D:
    - iii. Subset E:
  - d. Section 17: Award of Contract – All references to lowest bidder

## **INSTRUCTIONS TO BIDDERS**

### **1. DETAILED REQUIREMENTS**

Unless otherwise noted, bidders shall refer to Division 2 of the General Conditions for a more detailed review of the main requirements hereof.

### **2. DEFINITIONS**

Reference is made to Division 1 of the General Conditions for a list of definitions applicable to the contract.

### **3. COMPETENCY OF BIDDERS**

All bidders and their subcontractors shall be licensed at the time of the bid date by the Contractors State License Board of the State of California to perform the work herein described, if such work lawfully requires such licensing.

### **4. ACQUISITION OF BID DOCUMENTS**

Reference is made to the Notice to Contractors for instructions on how to acquire bid documents for this project.

### **5. EXAMINATION OF BID DOCUMENTS AND SITE INSPECTION**

A. Before preparing his Proposal the bidder shall carefully examine the drawings, read the specifications and other bid documents, and visit the site of the work to fully familiarize himself/herself with all existing conditions. He/she shall be prepared to accomplish the work within the existing limitations and shall include in his Bid a sum to cover the cost of all items included in the project.

B. Failure or neglect to follow this procedure shall not relieve the bidder of his/her responsibilities nor entitle him/her to additional compensation for work overlooked and not included in his/her bid.

C. Unless noted otherwise in the specifications, the bidder shall make at least two (2) days advance arrangements for the Site inspection with the project designer to assure access.

### **6. ERRORS IN BID DOCUMENTS**

Should a bidder find discrepancies in or omissions from the drawings or specifications, or should he be in doubt as to their meaning, he shall at once notify the Department of Public Works and, should it be found necessary, a written Addendum will be sent to all bidders. The Department of Public Works will not be responsible for any oral instructions.

7. CHANGES TO BID DOCUMENTS

Every interpretation of, change to, addition to or correction of the drawings, specifications or other bid documents will be in the form of an Addendum which, when issued, will be on file at the Department of Public Works at least (2) Working Days prior to the bid opening. In addition, all Addenda will be mailed to each party holding bid documents, although it shall be the bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the contract documents and all bidders shall be bound by such Addenda whether or not received by them.

8. PREBID CONFERENCE

A conference may be held within the week prior to the bid opening in order to clarify the conditions and requirements of the project. If so, all prospective bidders will be verbally notified of the exact time and location of this conference at least two (2) Working Days in advance, with following written confirmation.

9. PRODUCT SUBSTITUTIONS

- A. Written request for approval of any product substitution shall be submitted to the Department of Public Works by the bidder at least five (5) Working Days before the date of the bid opening. The request shall contain all information necessary for a proper comparison and evaluation, including a description of any change to the work necessitated by acceptance of such substitution.
- B. Acceptance of a substitution by the County will be confirmed through the issuance of an Addendum. Bidders shall not rely upon approval made in any other manner.

10. SUBCONTRACTORS

- A. Each portion of the work shall be performed by an organization knowledgeable and experienced in that particular field. No such portion shall be reserved by the bidder to perform himself/herself unless he/she is fully equipped and sufficiently skilled to handle it properly. Each bid shall include a complete list of the categories of the work and the subcontractor proposed for each.
- B. No part of the contract or of the subcontracts shall be assigned, transferred to or sublet without the written consent of the County.
- C. If the bidder fails to specify a subcontractor for any portion of the work, he shall be deemed to have agreed to perform such portion himself/herself. He/she shall not be permitted to subcontract that part of the work except in cases of public emergency or necessity, and then only after the finding of the awarding authority has been publicly recorded.

11. AFFIRMATIVE ACTION

Each bidder is encouraged to utilize good faith efforts to seek and consider minority and women's business enterprises in the award of his subcontracts to the fullest extent consistent with the efficient performance of the work, and shall enter the results of such efforts in his Proposal.

12. BID PREPARATION

- A. To receive consideration, bids must be made in accordance with the following instructions:
1. The bids shall be submitted in single copy on the form provided herein, or a duplicate thereof. No other bid form will be considered. Additional forms may be obtained from the office of the Department of Public Works.
  2. The bids shall not contain any recapitulations of the work to be done, and alternative Proposals will not be considered unless called for. No telegraphic or telephone Proposals or modifications to Proposals will be considered.
  3. The bidders shall calculate payment for all sales, unemployment, old age pension and other taxes imposed by local, city, state or federal law, and shall include such expenses in the total amount bid.
  4. All prices and notations shall be typed, or written legibly in ink. Numbers shall be entered in both writing and figures, rounded to the nearest dollar. In a case of discrepancy between words and figures, words shall prevail, although the Director of Public Works reserves the right to construe the bid according to its true intent where it contains a patent mistake.
  5. Mistakes may be crossed out and corrections inserted adjacent, if initialed by the person signing the bid. No corrections can be made after delivery.
  6. Each bid must contain the full business address of the bidder and must be signed by him/her with his/her usual signature.
  7. Bids by partnerships must include the full names of all partners and be signed with the partnership name by one of the partners or by an authorized representative, followed by the name and title of the person signing,
  8. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature of an officer acting in the corporate name, with corporate

seal affixed. The names of the corporation president, secretary, treasurer and manager must be listed.

9. The name and title of each person signing shall also be typed or printed with his signature.
10. All names shall be the same as those appearing on bidder's contractor license.
11. In accordance with the federal requirements for taxable miscellaneous income reporting, each bidder, unless a corporation, shall enter his Social Security number or federal tax identification number.
12. Each bid shall be enclosed in a sealed opaque envelope bearing the title of the project and the business name of the bidder, and shall be delivered to the person named by the time set for the receiving of bids in the Notice to Contractors.

B. Each bidder should be especially careful to follow these instructions, and to complete all details and fill in all blanks in the Proposal form in a clear and legible manner. Failure to do so could be cause for rejection of his bid.

13. BID SECURITY

All Bids shall be accompanied by a Personal Guaranty, made payable to the County of Marin, in an amount equal to at least ten percent (10%) of the base bid, unless specified otherwise in the Notice to Contractors. The Proposal Guaranty shall be in the form of an unconditional certified or cashier's check, a bank or postal money order, or a bid bond executed, as surety, by an organization authorized to issue surety bonds in the state of California.

14. BID WITHDRAWAL

Bidders may withdraw their Proposals at any time prior to, but not later than, the hour fixed for the receiving of bids. Unless otherwise required by law, bids not so withdrawn may not then be withdrawn for a period of thirty (30) calendar days after the date set for the opening thereof. Negligence on the part of the bidder in the preparation of his bid confers no rights for the withdrawal of the bid after it has been opened, except as follows:

Any bidder claiming a bidding error and seeking relief therefrom shall follow the procedure described in Article 2.12 of the General Conditions.

15. MULTIPLE BIDS

No person, firm or corporation shall be allowed to make, file or be interested in more than one (1) bid for the same project unless such alternate bids are called for. However, a person, firm or corporation who has submitted a sub-Proposal to one

bidder is not hereby disqualified from submitting a sub-Proposal or quoting prices to other bidders.

16. BID OPENING

- A. Bids are required for the entire work described herein, and neither partial bids nor contingent bids will be considered.
- B. No bids will be accepted after the time set for bid delivery.
- C. The Proposals will be opened and read aloud at the hour, on the date and in the location stated in the Notice to Contractors. Only the total amount of each bid will be read, and not the specific items making up said total, unless written request for the reading of each sub-total and individual item of each bid is presented at the time of the submission of the Proposals.
- D. The bidders or their representatives may attend the bid opening.
- E. The bidders will be at liberty to inspect and review the bids in the office of the Department of Public Works to which they will be removed for the purpose of checking after the opening and reading of the totals.

17. AWARD OF CONTRACT

- A. The contract will be awarded to the lowest responsible bidder complying with these instructions, provided his/her bid is reasonable and it is in the interest of the County to accept it. The competency and responsibility of the bidders and of their proposed subcontractors will be considered in making the award. Where and if unit prices are called for, the unit price shall govern in case of extension error. The Director of Public Works reserves the right to waive any informalities in the bids at his discretion.
- B. The Director of Public Works reserves the right to accept any and all alternative bids called for in the Proposal Form, or any combination thereof, and their order of listing shall in no way indicate the order in which they may be accepted.
- C. Notwithstanding the County's authority to accept alternates after the contract has been awarded, the low bid will be determined by the base bid and those alternates, if any, indicated for acceptance at the time of the awarding of the contract.
- D. Before commencing the work the successful bidder must furnish contract bonds and must secure and maintain such insurance policies as are required by law and by the General Conditions of the contract. In this regard, the bidder is directed to Articles 3.04 and 3.05 in the General Conditions.
- E. Reference is made to Division 3 of the General Conditions for more thorough information relative to award of the contract.

18. TIME LIMIT AND DAMAGES

- A. Unless noted otherwise in the specifications, the contractor shall commence work on or before the tenth (10th) working day following the date of written notification by the Department of Public Works that the contract has been awarded.
- B. Within this ten (10) day interval the necessary contract documents shall be acquired, processed and executed by the contractor and transmitted to the Department of Public Works.
- C. All work shall be completed on the project within **the schedule provided by the Contractor**, counting from and including the aforementioned day of commencement. Should alternate bids be required, the specific time limit noted above shall include the base bid.
- D. Should the work not be completed within the allotted time, or within the time limit as may be extended as provided in the General Conditions, loss will be suffered by the County, and the contractor will be assessed damages in the amount of **\$250.00** for each and every working day of unauthorized delay in said completion.
- E. In the event of undue or excessive hardship resulting from an authorized or inexcusable delay in the completion of the work, the County reserves the right to make a detailed written determination of the losses suffered, and to receive full recompense from the contractor therefore.

**PERFORMANCE BOND  
PUBLIC WORK**

Premium \$ \_\_\_\_\_ Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, THE DIRECTOR OF PUBLIC WORKS OF THE COUNTY OF MARIN, as

Obligee (hereinafter called the Owner), has awarded to \_\_\_\_\_

\_\_\_\_\_, as Principal (hereinafter called the Contractor), a Contract for the General Services Building Photovoltaic Installation, Project No. C-439, and

WHEREAS the said Contractor is required under the terms of the said Contract to furnish a Bond for the faithful performance of said Contract,

NOW, THEREFORE, THESE PRESENTS WITNESSETH:

that we, the Contractor, and, \_\_\_\_\_  
\_\_\_\_\_ a corporation duly organized and existing under the laws of the State of \_\_\_\_\_, and authorized under the laws of the State of California to become surety on bonds and undertakings, as Surety (hereinafter called the Surety), are held and firmly bound unto the said Owner in the Penal Sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States, said sum being an amount of not less than one hundred percent (100%) of the total amount payable by the terms of said Contract, for the payment of which sum well and truly to be made the said Contractor and the said Surety 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 the above bounden Contractor, his or its 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 said 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, including guarantees, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the said Owner and its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

**PERFORMANCE BOND**  
(continued)

thereunder, or to the Drawings or the Specifications accompanying same, shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration or addition.

Whenever the Contractor shall be, and be declared by the Owner to be in default under the Contract, the Owner having performed its obligations thereunder, the Surety shall promptly remedy the default, or shall promptly complete the Contract in accordance with its terms and conditions, or shall promptly obtain Bids for completing the Contract according to its terms and conditions, and upon determination by the Owner and the Surety, jointly, arrange for a Contract between such Bidder and the Owner, and make available as the Work progresses sufficient funds to pay the cost of completion, less the total amount payable by the Owner to the Contractor under the Contract and any amendments thereto (less the amount already properly paid by the Owner to the Contractor); but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the aggregate sum specified in this Bond.

No right of action shall accrue under this Bond to or for the use of any person or organization other than the Owner named herein or its heirs, executors, administrators or successors.

IN WITNESS WHEREOF, this instrument has been duly executed by the Contractor

and the Surety this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

(To be signed by Contractor and  
Surety, and acknowledgment and  
Notarial Seal attached)

_____		
Witness		{ Contractor (Seal)
		{
		{ Title

_____		
Witness		{ Surety (Seal)
		{
		{ By _____
		{ Attorney-in-Fact

MAILING ADDRESS OF SURETY\_\_\_\_\_

\_\_\_\_\_

**PAYMENT BOND  
PUBLIC WORK**

Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, THE DEPARTMENT OF PUBLIC WORKS OF THE COUNTY OF MARIN, as Obligee (hereinafter called the Owner), has awarded to \_\_\_\_\_ as Principal (hereinafter called the Contractor), a Contract for General Services Building Photovoltaic Installation, Project No. C-439, and

WHEREAS, pursuant to law, the said Contractor is required before entering upon the performance of the Work to file a good and sufficient Bond with the body by whom the Contract is awarded to secure the payment of claims of laborers, mechanics, material suppliers and other persons to whom reference is made in Section 3181 of the Civil Code of the State of California,

NOW, THEREFORE, THESE PRESENTS WITNESSETH:

that we, the Contractor, and \_\_\_\_\_, a corporation duly organized and existing under the laws of the State of \_\_\_\_\_, and authorized under the laws of the State of California to become surety on bonds and undertakings, as Surety (hereinafter called the Surety), are held and firmly bound unto the said Owner in the Penal Sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States, said sum being an amount of not less than one hundred percent (100%) of the total amount for the payment of which sum well and truly to be made the said Contractor and the said Surety 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 the above bounden Contractor, his or its heirs, executors, administrators, successors or assigns, or Subcontractors, shall fail to pay any claimant named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Act with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld and paid over to the Franchise Tax Board from the wages of employees of the Contractor or his Subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the Surety on this Bond will pay the same in an amount not exceeding the aggregate sum hereinabove set forth, and also, in case suit is brought upon this Bond, will pay a reasonable attorney's fee to be fixed by the Court, taxed as costs and awarded to the prevailing party in said suit.

**PAYMENT BOND**  
(continued)

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any of the persons named in Section 3181 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this Bond. Should the conditions of this Bond be fully performed, then the obligation hereunder shall become null and void; otherwise it shall be and remain in full force and effect.

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 to the Drawings or the Specifications accompanying same, shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration or addition.

This Bond is executed and filed to comply with the provisions of an act of the Legislature of the State of California as designated in the Civil Code, Sections 3247 to 3252, inclusive, and all amendments thereto.

IN WITNESS WHEREOF, this instrument has been duly executed by the Contractor and the Surety this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

(To be signed by Contractor and Surety, and acknowledgment and Notarial Seal attached)

	{ _____
	{ Contractor (Seal)
Witness	{ _____
	{ Title

	{ _____
	{ Surety (Seal)
Witness	{ _____
	{ By _____
	{ Attorney-in-Fact

MAILING ADDRESS OF SURETY \_\_\_\_\_

\_\_\_\_\_

**GENERAL SERVICES BUILDING PHOTOVOLTAIC GENERATION PROJECT  
PROJECT NO. C-439**

**AGREEMENT**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ by and between the COUNTY OF MARIN, a political subdivision of the State of California, hereinafter called the Owner or First Party, and \_\_\_\_\_ hereinafter called the Contractor or Second Party.

WITNESSETH that the Owner and the Contractor, in consideration of premises and mutual covenants, considerations and the agreement herein contained, do hereby agree as follows:

1. **STATEMENT OF WORK:** Work includes all materials, labor, equipment, services, and incidentals necessary to install a complete Photovoltaic (PV) System as specified herein, including but not limited to the work listed below, to result in the design and installation of a complete operational PV system. The Contractor shall include in their proposal all design costs associated with the PV system.
2. **CONTRACT DOCUMENTS:** The Contract Documents consist of the following, all of which are as fully a part hereof as if herein set out in full and, if not attached hereto, the same as if hereto attached:
  - A. The accepted Proposal of the Contractor.
  - B. The fully executed Performance Bond and Payment Bond, if required.
  - C. Workers Compensation, Public Liability and Property Damage Insurance, as required from the Contractor pursuant to the terms of the Contract.
  - D. This Agreement.
  - E. The General Conditions, if applicable.
  - F. The Specifications and the Drawings if applicable and all authorized modifications thereof and Addenda thereto.
3. **DURATION OF WORK:** The Work shall be completed in accordance with the schedule provided in the Contractor's Proposal, and shall be completed within **the schedule provided by the Contractor** from said date, or within the time as may be adjusted under the terms of the Contract.

**AGREEMENT**  
(continued)

4. CONTRACTOR'S COMPENSATION: The Owner will pay and the Contractor will accept, in full consideration for the performance of the Contract, subject to additions and deductions as provided therein, the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), said sum being the total of the Contractor's Base Bid and the following additive and/or deductive Alternates. N/A
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto on the day and year first above written have executed this Agreement in three (3) identical counterparts, each of which shall for all purposes and without proof or accounting for the other counterparts be deemed an original thereof.

COUNTY OF MARIN  
A Political Subdivision of the  
State of California

By \_\_\_\_\_  
Director, Department of Public Works  
FIRST PARTY

ATTEST:

\_\_\_\_\_  
Capital Projects Engineer  
Department of Public Works

\_\_\_\_\_  
(Firm)

By \_\_\_\_\_  
SECOND PARTY

**PAYMENT REQUEST**

PROJECT: GENERAL SERVICES BUILDING REQUEST NO. \_\_\_\_\_ DATE: \_\_\_\_\_  
PHOTOVOLTAIC GENERATION  
PROJECT  
PROJECT NO. C-439

ENGINEER: \_\_\_\_\_ Owners Copies (4)  
CONTRACTOR: \_\_\_\_\_ Contractor's Copy  
\_\_\_\_\_ Architect's Copy  
\_\_\_\_\_ Inspector's Copy  
\_\_\_\_\_ Other (identify) \_\_\_\_\_

SOCIAL SECURITY NUMBER OR FEDERAL TAX IDENTIFICATION NUMBER: \_\_\_\_\_

<u>CATEGORY</u>	<u>CONTRACT AMOUNT</u>	<u>AMOUNT COMPLETED PREVIOUSLY</u>	<u>AMOUNT COMPLETED THIS MONTH</u>	<u>AMOUNT COMPLETED TO DATE</u>	<u>PERCENT TO DATE</u>
COMPLETE PROJECT:					
TOTAL CONTRACT:					
CHANGES ADD:					
CHANGES DEDUCT:					
ADJUSTED CONTRACT:					

SUBMITTED BY \_\_\_\_\_

TOTAL TO DATE \_\_\_\_\_

APPROVED BY \_\_\_\_\_

LESS RETENTION \_\_\_\_\_

Department of Public Works

LESS PREVIOUS PAYMENTS \_\_\_\_\_

AMOUNT REQUESTED \_\_\_\_\_

APPROVAL DATE \_\_\_\_\_

Request for Proposal

County of Marin  
General Services Facility  
Photovoltaic System

COUNTY OF MARIN  
Department of Public Works

PROPOSAL REQUEST NO. \_\_\_\_\_  
DATE: \_\_\_\_\_

COUNTY OF MARIN  
DEPARTMENT OF PUBLIC WORKS  
ATTENTION: CAPITAL PROJECTS DIVISION  
P. O. BOX 4186  
SAN RAFAEL, CA 94913-4186

CHANGE ORDER NO. \_\_\_\_\_  
DATE \_\_\_\_\_  
PROJECT: GENERAL SERVICES  
BUILDING PHOTOVOLTAIC  
GENERATION PROJECT  
PROJECT NO: C-439

TO:

\_\_\_\_\_ Owner's Copy( )  
\_\_\_\_\_ Contractor's Copy

Please submit a proposal of cost and/or time for the following change to this Project.  
PLEASE ITEMIZE THE COMPLETE COST BREAKDOWN ON THE OTHER SIDE  
OF THIS SHEET. (NOTE: This is a request for proposal ONLY and shall not be  
construed as authority to proceed with the changes noted. This authority can only be  
granted by your receipt of an official CHANGE ORDER from the County).

By \_\_\_\_\_

If the above described change is approved, (add to) (subtract from) the original Contract  
(amount) (period) the following (sum) (time), namely: \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)(\_\_\_\_\_) (calendar) (working)  
days.

The undersigned proposes to perform or delete the above described work for the above  
stated resulting additions to and/or deductions from the original Contract, dated \_\_\_\_\_  
These additions and/or deductions shall include any modifications of work or additional  
work that the undersigned may be required to perform by reason of acceptance of this  
proposal.

Request for Proposal

County of Marin  
General Services Facility  
Photovoltaic System

Signed \_\_\_\_\_ Date \_\_\_\_\_

COUNTY OF MARIN  
Department of Public Works  
Attention: Capital Projects Division  
P. O. Box 4186  
San Rafael, CA 94913-4186

CHANGE ORDER NO. \_\_\_\_\_  
DATE: \_\_\_\_\_  
PROJECT: GENERAL SERVICES  
BUILDING PHOTOVOLTAIC  
GENERATION PROJECT  
PROJ. NO: C-439

TO: \_\_\_\_\_  
\_\_\_\_ Owner's Copies  
\_\_\_\_ Contractor's Copy  
\_\_\_\_ Architect's Copy  
\_\_\_\_ Inspector's Copy  
\_\_\_\_ Other (identify) \_\_\_\_\_

.....  
Under the terms of your Contract with the County of Marin for this Project, dated \_\_\_\_\_  
you are hereby directed to make the following changes:

The following documents are attached:

- \_\_\_\_\_ 1. The Contractor's Itemized Cost Proposal No. \_\_\_\_\_, dated \_\_\_\_\_
- \_\_\_\_\_ 2. Change Order Drawing(s) No. \_\_\_\_\_, dated \_\_\_\_\_
- \_\_\_\_\_ 3. Other Data (identify) \_\_\_\_\_

Method of Contract price adjustment:

Lump Sum \_\_\_\_\_ Unit Price \_\_\_\_\_ Cost Plus \_\_\_\_\_ % Other (identify) \_\_\_\_\_  
\_\_\_\_\_.

The Contract is (increased) (decreased) in the sum of \$ \_\_\_\_\_

The Contract time is (extended) (reduced) \_\_\_\_\_ (calendar) (working) days.

Accepted by \_\_\_\_\_ Approved by \_\_\_\_\_  
Contractor Capital Projects Engineer

Approved by \_\_\_\_\_  
Director, Department of Public Works

# GENERAL CONDITIONS

## DEPARTMENT OF PUBLIC WORKS

## COUNTY OF MARIN

## **AMENDMENT TO GENERAL CONDITIONS**

2. Exclusions from General Conditions
  - a. Any reference to purchasing the BID DOCUMENTS. Bid Documents are free of charge,
  - b. Section 2.07: Proposal Form – in its entirety
  - c. Section 2.08: Proposal Guaranty – in its entirety
  - d. Section 3.01: Consideration of Bids – in its entirety

**DIVISION 1 – DEFINITION OF TERMS**

NOTE: Wherever in these General Conditions or in the other Contract Documents the following terms are used, or pronouns in place of them, or initials of organizations, their intent and meaning shall be interpreted as defined herein.

**1.01 ABBREVIATIONS OF TRADE SOCIETIES AND RELATED ORGANIZATIONS**

In addition to the abbreviations indicated on the Drawings, references in the Contract Documents to trade associations, technical societies, recognized authorities and other institutions may include the following organizations, which are sometimes referred to by only the corresponding abbreviations or initials:

AA	Aluminum Association
AABC	Associated Air Balance Council
AAMA	Architectural Aluminum Manufacturers Association
AASHTO	American Association of State Highway and Transportation Officials
AAMA	Architectural Aluminum Manufacturers Association
ACI	American Carpet Institute
ACI	American Concrete Institute
ADC	Air Diffusion Council
AGA	American Gas Association
AGC	Associated General Contractors of America
AI	Asphalt Institute
AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction, Inc.
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ALS	American Lumber Standards
AMA	Acoustical Materials Association
AMCA	Air Movement and Control Association
ANSI	American National Standards Institute
APA	American Plywood Associations
ARI	Air-Conditioning and Refrigeration Institute
ASA	American Standards Association
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers, Inc.
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWI	American Woodwork Institute
AWPI	American Wood Preservers Institute
AWS	American Welding Society, Inc.
AWWA	American Water Works Association
BTA	Brick and Tile Association
CAL/OSHA	California Occupational Safety and Health Act
CLFMI	Chain Link Fence Manufacturers Institute
CPLCA	California Lathing and Plastering Contractors Association
CRA	California Redwood Association
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standards of the National Bureau of Standards, United States Department of Commerce
CSS	State of California Standard Specifications
DFPA	Douglas Fir Plywood Association

ESO	Electrical Safety Orders
FGMA	Flat Glass Marketing Association
FM	Factory Mutual Research corporation
FS	Federal Specifications of the General Services Administration
GA	Gypsum Association
IEEE	Institute of Electrical and Electronics Engineers
IFIA	International Fence Industry Association
IMIAC	International Masonry Industry All-Weather Council
MFMA	Maple Flooring Manufacturers Association
MI	Masonry Institute
MIL	Military Specifications of the United States Department of Defense
MLMA	Metal Lath manufacturers Association
MLSFA	Metal Lath/Steel Framing Association
MWI	Metal Window Institute
NAAMM	National Association of Architectural Metal Manufacturers
NBFU	National Board of Fire Underwriters
NBS	National Bureau of Standards
NEC	National Electric code
NEMA	National Electrical Manufacturers Association
NESC	National Electrical Safety Code
NFPA	National Fire Protection Association
NHLA	National Hardwood Lumber Association
NRCA	National Roofing Contractors Association
NSFS	National Sanitation Foundation Standards
PCA	Portland Cement Association
PDCA	Painting and Decorating Contractors Association
PLIB	Pacific Lumber Inspection Board
PS	Product Standards of the National Bureau of Standards
PUC	Public Utilities Commission
RIS	Redwood Inspection Service
SCPI	Structural Clay Products Institute
SDI	Steel Deck Institute
SDI	Steel Door Institute
SJI	Steel Joist Institute
SMACCNA	Sheet Metal and Air Conditioning Contractors National Association, Inc.
SPR	Simplified Practice Recommendations
SSCCM	Standard Specifications of the Cities and County of Marin
SSPC	Steel Structures Painting Council
TCA	Tile Council of America, Inc.
UBC	Uniform Building Code
UL	Underwriters' Laboratories, Inc.
UMC	Uniform Mechanical Code
WCLA	West Coast Lumbermen's Association
WCLIB	West coast Lumber Inspection Bureau
WIC	Woodwork Institute of California
WPA	Western Pine Association
WWPA	Western Wood Products Association

1.02 ADDENDUM

A document issued by the County during the bidding period which modifies, supersedes or supplements the Bid Documents.

1.03 AGREEMENT

The document stating the essential terms of the Contract, including the Contract Sum and the Contract Time, executed by the County and the Contractor, which incorporates by reference all of the Contract Documents.

1.04 ALTERNATE

A proposed addition to, change in or deletion from the work of the Base Bid for which the County requires an individual bid price in order to determine the feasibility thereof.

1.05 ALTERNATE BID

An amount stated in the Proposal by the Bidder to be added to or deducted from the amount of the Base Bid for an Alternate described in the Bid Documents.

1.06 ARCHITECT

A duly licensed professional engaged by the Board of Supervisors to design the Project and administer the Work thereof.

1.07 AWARDING AUTHORITY

The Board of Supervisors of the County of Marin as defined in Article 1.14 herein.

1.08 BASE BID

The sum stated in the Bid for which the Bidder offers to perform the Work, exclusive of any Alternate Bids.

1.09 BID

The complete written offer of a Bidder to do the Work for a stipulated sum, with any additions or deductions required by the Alternates, made out and submitted on the prescribed form, and properly signed and guaranteed.

1.10 BID BOND

A Bid Security in the proper form and amount pledging that the Bidder will enter into a contract with the county to perform the Work if his Bid is accepted, and that he will furnish Contract Bonds.

1.11 BIDDER

Any properly licensed individual or organization submitting a Proposal for the Work, acting directly or through a duly authorized representative.

1.12 BID DOCUMENTS

The Notice to Contractors, Instructions to Bidders, Proposal form, sample Bid Bond, sample Contract Bonds, these General Conditions, and the Drawings and Specifications and all Addenda thereto.

1.13 BID SECURITY

A Bid Bond, or a certified or cashier's check, or a bank or postal money order, in lieu thereof.

1.14 BOARD OF SUPERVISORS

The governing body of the county of Marin or, if applicable, the Board of Supervisors sitting as the governing body of the public entity awarding the Contract, including but not limited to the Board of Supervisors of the Marin County Flood Control and Water Conservation District and the Board of Supervisors of the Marin County Open Space District.

1.15 CHANGE ORDER

A written agreement signed by the County and the Contractor, issued after execution of the Contract, providing for alterations, amendments or extensions thereto.

1.16 CONTRACT

The agreement between the County and the contractor for the Work of the Project, including the labor, materials and equipment to be furnished, the duration thereof, the payment to be made therefor, and incorporating all of the Contract Documents.

1.17 CONTRACT BONDS

Contract security in the proper forms and amounts pledging that the Contractor will faithfully perform the Work and will pay all obligations for labor and materials arising thereunder.

1.18 CONTRACT DOCUMENTS

The Contractor's accepted Proposal, the Contract Bonds, Workers' Compensation Insurance, Public Liability and Property Damage Insurance in the required amounts, the Agreement, these General Conditions, and the Drawings and Specifications and all authorized modifications thereof and Addenda thereto. The Notice to Contractors and the Instructions to Bidders are included by implication.

1.19 CONTRACTOR

The Prime Contractor. The duly licensed individual or organization who has entered into a Contract with the County to perform the Work.

1.20 CONTRACTORS LICENSE

A trade license issued by the Contractors State License Board of the California State Department of Consume Affairs authorizing the licensee to publicly engage in a specific type of construction endeavor.

1.21 CONTRACT SUM

The total amount payable by the County to the Contractor for the performance of the Work under the Contract Documents, subject to mutually agreed upon additions or deductions as provided for therein.

1.22 CONTRACT TIME

The period of time allotted the Contractor to perform and complete the Work under the Contract Documents, subject to mutually agreed upon extensions or reductions as provided for therein.

1.23 COUNTY

The County of Marin, a political subdivision of the State of California or, if applicable, the public entity awarding the Contract by action of the Board of Supervisors sitting as the governing body of such public entity, including but not limited to the Marin County Flood Control and Water Conservation District and the Marin County Open Space District, except as provided in Article 3.05, "Indemnity and Insurance Requirements", herein.

1.24 DAMAGES

Liquidated Damages.

1.25 DRAWINGS

The official Project Drawings adopted and approved by the Board of Supervisors, showing the location, character and dimensions of the Work, and including, as required, plans, elevations, sections, details, diagrams, General Notes, information and schedules. Exact reproductions thereof.

1.26 ENGINEER

The Director of the Department of Public Works of the County of Marin, acting on behalf of the County, or ex officio as engineer of the awarding entities as described under the definition of “County”, or his authorized agents acting within the scope of his authority, who shall act as the representative to the County during the term of the Contract.

1.27 FORCE ACCOUNT WORK

Work ordered to be done on the Project without prior agreement as to the cost thereof, and paid for at the actual certified costs to the Contractor for labor, materials and equipment directly required for the performance of such added work, plus stipulated percentages thereof for overhead, profit and bonds.

1.28 GENERAL CONDITIONS

This portion of the Contract Documents, which defines, sets forth or relates to the Contract terminology, and to the rights and responsibilities of the contracting parties and of others involved in the Work. Provisions of a general, non technical nature.

1.29 GENERAL NOTES

The written instructions, provisions, conditions or other requirements appearing on the Drawings, and so identified thereon, which pertain to the performance of the Work.

1.30 INSPECTOR

The Engineer (reference is made, also, to Articles 1.26 and 5.02, herein).

1.31 LEGAL HOLIDAYS

County offices are closed on 1 January (New Year’s Day), the third Monday in January (Dr. Martin Luther King, Jr.’s. birthday observance), the third Monday in February (Presidents Day), the last Monday in May (Memorial Day), 4 July (Independence Day), the first Monday in September (Labor Day), 11 November (Veterans Day), the fourth Thursday in November (Thanksgiving Day), the day following Thanksgiving Day, 24 December starting at noon, 25 December (Christmas Day), 31 December starting at noon, the Friday preceding a Saturday holiday, the Monday following a Sunday holiday and every day declared by the President or the Governor to be a legal holiday.

1.32 LIQUIDATED DAMAGES

The fixed sum per day specified in the contract, or the actual detailed determination of loss suffered by the County, that the Contractor will pay to the County for his failure to complete the Work within the Contract Time. Also, the Bid Security forfeited by the awarded Bidder to the County should he fail or refuse to execute the Contract.

1.33 OWNER

The County of Marin. The Board of Supervisors thereof. Reference is made, also, to Articles 1.14 and 1.23, herein.

1.34 PENAL SUM

The amount named in the Contract Bonds as the damages to be paid by the County by the Contractor in the event he fails to perform his contractual obligations as defined therein.

1.35 PERMIT

A document issued by the County, or by the municipality having jurisdiction, to authorize specific work by the applicant. On work to be performed by the County the Permit is issued free of charge.

1.36 PRODUCT DATA

Illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate and define a material, product or system for some portion of the Project.

1.37 PROJECT

The total job, as prescribed in the Contract Documents.

1.38 PROJECT DESIGNER

The Capital Projects Division of the Marin County Department of Public Works. Also, where applicable, the Architect.

1.39 PROJECT MANUAL

The bound volume containing the Project bidding requirements, Contract forms, General Conditions and Specifications.

1.40 PROPOSAL

A Bid.

1.41 PROPOSAL GUARANTY

The Bid Security.

1.42 RETENTION

Retainage. The sum withheld from the Contractor's progress payments as part security for the detailed completion of the Work, and released after thirty-five (35) calendar days following the filing of the Notice of Completion.

1.43 SAMPLES

Physical samples of materials, equipment or workmanship furnished by the Contractor or offered for inspection by the County to establish standards by which the Work will be judged.

1.44 SHOP DRAWINGS

Drawings, diagrams, schedules and other data specially prepared for the Project by the Contractor or a Subcontractor to illustrate how specific portions of the Work will be fabricated and/or installed.

1.45 SITE

The job site. The location where the Work is to be performed.

1.46 SPECIFICATIONS

The technical written description of the Work, including the scope thereof, materials to be used, methods of installation and quality of workmanship.

1.47 SUBCONTRACT

An agreement between the Contractor and a Subcontractor for the performance of a portion of the Work.

1.48 SUBCONTRACTOR

A duly licensed individual or organization who has a direct contract with the Contractor to perform a portion of the Work. The term "Subcontractor" does not include those who supply materials or equipment only.

1.49 SUPERINTENDENT

The executive representative of the Contractor who shall be present at the work Site at all times during performance of the Work. Such Superintendent shall be fully authorized to receive and fulfill instructions from the Engineer and to execute and direct the Work on behalf of the Contractor.

1.50 UNIT PRICE

An amount stated in the Bid as a price per unit of measurement for materials or services as required by the Bid Documents.

1.51 WORK

The furnishing of all items of labor, material, equipment, transportation and incidentals required to fully complete the Project as described in the Contract Documents.

1.52 WORKING DAY

Every calendar day except Saturdays, Sundays and Legal Holidays.

\* \* END OF DIVISION 1 \* \*

## GENERAL CONDITIONS

### DIVISION 2 – PROPOSAL REQUIREMENTS AND CONDITIONS

#### 2.01 COMPETENCY OF BIDDERS

- A. At the time of the bid opening, the Bidders and their Subcontractors must be licensed in accordance with the provisions of Chapter 9 of Division III, commencing with Section 7000, of the Business and Professions Code of the State of California. Evidence of such licensing shall be presented to the Engineer upon request.
- B. Prior to issuing the Bid Documents, the Engineer may require the Bidder to present satisfactory evidence that he has sufficient experience in the pertinent trade and that he is fully prepared with the necessary capitals, materials, equipment and skilled workers to fulfill the Contract should he receive the award.
- C. No person or organization may bid on work of a kind for which they are not properly licensed, and any such bid received will be disregarded.

#### 2.02 AVAILABILITY OF BID DOCUMENTS

The Drawings and Specifications may be examined at the office of the Department of Public Works and such other locations as are listed in the Notice to Contractors. The Bid Documents are available for purchase at the Department of Public Works. Unless stated otherwise in the Notice to Contractors, the purchase price is nonrefundable, and the Bid Documents need not be returned.

#### 2.03 EXAMINATION OF DRAWINGS, SPECIFICATIONS AND SITE OF THE WORK

- A. The Bidders shall carefully examine the Site of the Work, and the Drawings and Specifications therefor. They shall investigate and satisfy themselves as to all conditions to be encountered; the character, quality and quantity of existing surface, subsurface, internal and external materials, appurtenances or obstacles; the work to be performed and materials and equipment to be furnished; and all requirements of the Contract. Except as expressly authorized in Division 4 herein the Contractor shall receive no additional compensation for any obstacles or impediments come upon during the course of the Work, nor for added costs due to difficulties caused by existing materials, appurtenances or obstructions structure, and he shall bear the entire responsibility therefor.
- B. Where investigations of subsurface or internal, concealed conditions have been made by the County with respect to foundation or other structural design, or to structural modifications or additions, or to material or equipment application or installation, and that information is shown on the Drawings, said information represents only the statement by the County as to the character of the materials or appurtenances found during the investigations, and is shown only for the convenience of the Bidders. Such

- investigations are made solely for the purpose of design, and the County assumes no responsibility whatever with respect to the sufficiency or accuracy thereof, or for their interpretation. There is no guarantee or warranty, expressed or implied, that the conditions indicated are representatives of those existing throughout the Work, or any part of it, or that unlooked-for developments may not occur. Making such information available to Bidders is not to be construed in any way as a waiver of the provisions of this Article concerning the Contractor's responsibilities, and the Bidders must satisfy themselves through their own investigations as to the actual situation.
- C. It is intended that the Drawings and Specifications imply everything necessary to properly perform the entire Work, although every item required may not be specifically mentioned or shown. Unless expressly stated otherwise, all work shall be complete in accordance with the obvious intent of the Specifications and design requirements.
- D. Items listed as the extent of work in the Specifications are not necessarily all-inclusive. The Contractor shall be responsible for the complete Work.
- E. Portions of the Specifications may be of the abbreviated, simplified type, and may include incomplete sentences.
1. Omissions of words or phrases such as "the Contractor shall", "in conformity with", "shall be", "as noted on the Drawings", "in accordance with the details" "a", "the", and "all" are intentional. Omitted words or phrases shall be supplied by inference.
  2. Such terms as "approved", "or equal", "approved equal", "as directed", "as required", "as provided", "acceptable" and "satisfactory" shall be understood as being stated with reference to the County.
- F. The data given in the Specifications and on the Drawings are as accurate as could be secured, but this accuracy cannot be guaranteed. The Drawings and Specifications are for the assistance and guidance of the Contractor, and exact locations, distances, levels, etc., will be governed by the job Site. The Contractor shall investigate the structural and finish conditions affecting the Work and shall arrange his procedures accordingly and provide such necessary alterations to the existing as may be required to meet such conditions.

#### 2.04 DISCREPANCIES OR ERRORS IN THE BID DOCUMENTS

If omissions, discrepancies or apparent errors are found in the Drawings, Specifications or other Bid Documents prior to the date of the bid opening, the Bidder shall request clarification. If warranted, and if time permits, corrections or instructions will be given to all Bidders in the form of a written Addendum. Otherwise, in figuring the Work, Bidders shall be governed by Article 5.05, herein.

## 2.05 LIST OF SUBCONTRACTORS

- A. Each Proposal shall have listed therein the name, address and category of work of each Subcontractor to whom the Bidder proposes to Subcontract a portion of the Work in an amount in excess of one and one-half of one percent (1/2%) of the total Base Bid, in accordance with Chapter 2, Division 5, Title 1 of the Government Code of the State of California.
- B. In compliance with the provisions of Subsection 4104(b) of the aforementioned Division 5 of the Government Code, and under possible penalty of law as defined in Sections 4110 and 4111, therein, the Bidder shall list no more than one (1) Subcontractor for each portion of the Work.

## 2.06 AFFIRMATIVE ACTION

- A. It is the policy of the County of Marin to take positive steps to maximize the utilization of minority and women's business enterprises in all contract activity administered by the County.
- B. The Bidder is encouraged to put forth good faith efforts to carry out this policy in the award of his Subcontracts to the fullest extent consistent with the efficient performance of the Contract. As used herein, the term "minority or women's business enterprise" means a business at least fifty percent (50%) of which is owned by minority group members or women or, in the case of publicly owned businesses, at least fifty-one percent (51%) of the stock is owned by minority group members or women. For the purpose of this definition, minority group members are Black, Hispanic, Asian, Native American, Alaskan or Pacific Islander.

## 2.07 PROPOSAL FORM

- A. All Proposals must be submitted on the form furnished in the Project Manual for that purpose, or a duplicate thereof. A letter of transmittal cannot be considered as part of the Bid.
- B. Each Bid shall have noted thereon, in the space provided, the Bidder's proposed price or prices to perform the Work, listed both in printing and in numerals, rounded to the nearest dollar, and shall be signed by the Bidder, who must give his address and other information specified on the form. The Bidder shall fill out all blanks in the Proposal form as therein required. In case of errors, written words will govern over numerals and unit prices will govern over extensions, unless it can be established to the satisfaction of the Board of Supervisors that an obviously incorrect entry has been made.

## 2.08 PROPOSAL GUARANTY

- A. All Bids shall be accompanied by a Proposal Guaranty of at least ten percent (10%) of the total amount bid. In event that Alternate Bids are required, the Proposal

Guaranty shall be for ten percent (10%) of the Base Bid. Guaranties shall be in the form of a Certified or Cashiers Check, a Bank or Postal Money Order, or a Bid Bond, and shall be made payable to the County of Marin.

- B. All Proposal Guaranties shall be retained by the Board of Supervisors for a period of thirty (30) calendar days after the award or until the successful Bidder executes the Contract and furnishes Contract Bonds, whichever occurs first. The Proposal Guaranties of the unsuccessful Bidders will then be returned upon request.
- C. Failure or refusal of the successful Bidder to execute and return the Contract, or to file acceptable Bond, as herein required, within the time allotted, may be cause for the annulment of the award, and the Board of Supervisors may, at their discretion, award the Contract to the next lowest responsible Bidder. The Proposal Guaranty of the Bidder failing or refusing to execute the Contract shall be forfeited to the County and shall be applied against the County's damages resulting from such failure.

#### 2.09 WITHDRAWAL OF PROPOSALS

Any Proposal may be withdrawn at any time prior to, but not after, the time fixed in the public notice for the opening of Bids. The withdrawal of a Bid shall not prejudice the right of a Bidder to file a new Proposal.

#### 2.10 REJECTION OF IRREGULAR PROPOSALS

- A. Notwithstanding the right of the Board of Supervisors to waive irregularities, Proposals may be rejected if they show any alterations of form, if they contain additions not called for, if they are conditional or incomplete, or if they diverge from the requirements or conditions in any matter.
- B. When a Proposal is signed by an agent other than an officer of the firm, a power of attorney or written authorization must be furnished to the Engineer no later than the hour of the bid opening; otherwise, the Bid may be rejected as irregular and unauthorized.
- C. Proposals in which the prices are unbalanced may be rejected.

#### 2.11 DISQUALIFICATION OF BIDDERS

- A. More than one Proposal from an individual or an organization, under the same or different name, will not be considered, and all such Proposals will be rejected
- B. Reasonable grounds for believing that any Bidder is involved in the Proposal of any other Bidder for the work contemplated will result in the rejection of all such Proposals. If there is reason for believing that collusion exists among the Bidders, none of the participants in such collusion will again be considered or permitted to bid on this or any future County Projects.

- C. A party who has quoted prices on materials or Subcontract work to one Bidder is not hereby disqualified for quoting such prices to other Bidders, or for submitting a Bid directly for the materials or work.

#### 2.12 RELIEF OF BIDDERS

Any Bidder claiming a bidding mistake and requesting relief therefrom shall follow and be subject to the provisions and procedures set forth in Part 1, Division 2, Chapter 5, "Relief of Bidders", Section 5100, et seq., of the California Public Contract Code, which requires, in part, that the Bidder must:

1. Establish to the satisfaction of the County that an honest mistake was made.
2. Furnish the County written notice within five (5) Working Days of the bid opening specifying in detail how the mistake occurred.
3. Show that the mistake was made in filling out the Bid and not due to error in judgement or to carelessness in inspecting the Site of the Work, or in reading the Drawings or Specifications.

\* \* END OF DIVISION 2 \* \*

## GENERAL CONDITIONS

### DIVISION 3 – AWARD AND EXECUTION OF THE CONTRACT

#### 3.01 CONSIDERATION OF BIDS

The Bids will be opened publicly on the date, at the time, and in the manner set forth in the Notice to Contractors. The County reserves the right to reject any or all Bids or waive any irregularities therein if, in the judgement of the Board of Supervisors, the best interest of the County will be promoted thereby.

#### 3.02 AWARD OF CONTRACT

The award of the Contract, if it be awarded, will be to the lowest responsible Bidder whose Proposal complies with all the requirements prescribed. The award, if made, will be made within thirty (30) calendar days after the opening of the Proposals. No Bid may be withdrawn during this period.

#### 3.03 RETURN OF PROPOSAL GUARANTIES

The County will hold all Proposal Guaranties until the Contract has been signed, after which they will be returned to the respective Bidders whose Proposals they accompany. If the Bids are rejected, the Proposal Guaranties will be returned after the date of rejection.

#### 3.04 CONTRACT BONDS

A. A Faithful Performance Bond and a Labor and Materials Payment Bond, each for one hundred percent (100%) of the Contract amount, executed on forms provided in the Project Manual, or approved equivalents, shall be furnished by the successful Bidder at the time of signing the formal Agreement. Such Bonds shall be furnished at no additional expense to the County and shall be executed by a responsible surety acceptable to the County.

B. Alterations, extensions of time, extra or additional work, or any other changes authorized by these General Conditions or any other part of the Contract may be made without securing the consent of the surety on the Contract Bonds.

#### 3.05 INDEMNITY AND INSURANCE REQUIREMENTS

##### A. Definition

1. For the purposes of this Article, and this Article only, "County" shall mean both the County of Marin and the public entity awarding the Contract by action of the Board of Supervisors sitting as the governing body of such public entity.

B. Indemnity

1. The Contractor shall effectively protect and guard the County and the Architect, if any, and their officers, agents and employees, from any liability as a consequence of any willful act, negligent act or non-negligent act or omission by the Contractor, any of his employees or agents, or any Subcontractor, and shall be responsible for any and all damage, injury or death to persons, or damage to property. The Contractor shall indemnify, defend and hold harmless the County and the Architect, if any, from any and all claims, suits, actions, costs and liability ensuing in connection with the performance of the Contract, or failure to protect the safety of workers or the general public, regardless of the existence of or degree of fault or negligence on the part of the County, the Architect, if any, or the Contractor, Subcontractor or any employee of any of these, other than the active negligence of the County, the Architect, if any, of their officers or employees.
2. In those instances where the County has obtained "Rights of Entry" from private property owners upon whose property it will be necessary for the Contractor to enter to perform the Work to be done under the Contract, the Contractor shall indemnify such property owners in the same manner as the County is indemnified.

C. Insurance Requirements

1. The Contractor shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be included in the Contractor's bid.
2. Said policies shall be in effect until final acceptance of the Work by the County, and shall provide that they may not be canceled without first providing the County with thirty (30) calendar days written notice of such intended cancellation. If the Contractor fails to maintain the insurance required herein, the County may secure such insurance and deduct the cost thereof from any funds owing to the Contractor.

D. Minimum Scope of Insurance

The Contractor shall procure insurance covering general liability, automobile liability and workers' compensation. The coverage shall be at least as broad as:

1. (If primary) Insurance Services Office (ISO) Commercial Liability Insurance "occurrence" form CG 00 01 or Claims made" form CG 00 02; or:

2. (If excess) at least as broad as the primary insurance referenced in the preceding section.
3. Insurance Services Office form no. CA 0001 (Ed. 1/78) covering Automobile Liability, code 1, “any auto”, and endorsement CA 0029.
4. Workers’ Compensation insurance as required by the Labor Code of the State of California, and Employer’s Liability insurance.

E. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage

- I. The County of Marin, or the public entity awarding the Contract if other than the County, the Architect, if any, and their officials, employees and volunteers are to be covered as insureds as respects: liabilities arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain special limitations on the scope of protection afforded to the County, its officials, employees or volunteers.
- II. All private property owners granting “Rights of Entry” for construction of the Work shall be covered as insureds under the same coverage as provided the County as respects their ownership of the property and the work to be done thereon.
- III. The Contractor’s insurance coverage shall be primary insurance as respects the County, its officials, employees and volunteers and any other insureds under the Contract. Any insurance or self-insurance maintained by the County, its officials, employees and volunteers or other insureds shall be in excess of the Contractor’s insurance and shall not contribute with it.
- IV. Any failure to comply with the reporting provisions of the policies shall not affect the coverage provided to the County, its officials, employees and volunteers or other insureds under the Contract
- V. The coverage shall state that the Contractor’s insurance shall apply separately to each insured against whom claims are made or suit is brought, except with respect to the limits of the insurer’s liability.

2. Workers' Compensation and Employer's Liability Coverage

Each insurance policy required by this Article shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) calendar day's prior written notice by certified mail, return receipt requested, has been given to the County.

F. Acceptability of Insurers

The insurance shall be placed with insurers with a Best's rating of no less than A : XIII.

G. Minimum Limits of Insurance

The Contractor shall maintain insurance limits of no less than:

1. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of California, and Employer's Liability limits as \$1,000,000 per accident.

H. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officials and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

I. Verification of Coverage

The Contractor shall furnish the county with certificates of insurance and with original endorsements affecting the coverage required by this Article. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by the County, and are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

J. Subcontractors

The Contractor shall include all his Subcontractors as insureds under his policies, or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

3.06 EXECUTION OF CONTRACT

- A. All required copies of the Agreement shall be signed by the successful Bidder and returned to the County, together with the Contract Bonds and insurance policies, within ten (10) Working Days from the date that notice of award of the Contract is transmitted to him.
- B. After verification by the County that the insurance and bonding requirements have been met, a fully executed copy of the Agreement shall be returned to the successful Bidder and shall constitute his Contract for the Work.

3.07 FAILURE TO EXECUTE CONTRACT

- A. If the successful Bidder fails or refuses to execute the Contract within ten (10) Working Days from the date of notification of Contract award, or within the time as may be extended due to delays beyond the Bidder's control, said failure or refusal shall be just cause for the annulment of the award and the forfeiture of all or part of the Bidder's Security, as determined, and the County may award the Contract to the next lowest Bidder or reject all Proposals and rebid the Project.
- B. The Bidder who has failed or refused to execute the contract shall be liable to the County for the sum, not exceeding the amount of his Proposal Guaranty, by which the amount of the Contract for the Project, executed by and between the County and some third party, exceeds the amount bid by the original successful Bidder, including the County's direct costs for rebidding the Project, if applicable. Such portion of said Proposal Guaranty as equals said sum or sums shall be deemed to be Liquidated Damages and shall be forfeited to the County.

## GENERAL CONDITIONS

### DIVISION 4 – SCOPE OF WORK

#### 4.01 INTENT OF CONTRACT

- A. The intent of the Contract is to prescribe and provide for a complete Work or improvement which the Contractor shall undertake and accomplish in full compliance with the Drawings, Specifications and other Contract Documents. The Contractor shall perform all items of work encompassed and stipulated in the Drawings and Specifications or reasonably inferable therefrom as necessary to produce the intended results. It is further intended that the Contractor shall perform all miscellaneous work required to make existing, adjacent or effected developments, improvements and construction conform to the new work.
- B. Unless otherwise provided in the Specifications, the Contractor shall furnish all materials, implements, machinery, equipment, tools, supplies, transportation and labor necessary for the full prosecution and completion of the Project.
- C. All work shown and described in the Drawings and Specifications will be let under one Contract unless otherwise set forth in the Notice to Contractors or the Proposal form(s).

#### 4.02 PROCEDURAL ALTERATIONS

- A. Should conditions become apparent during the course of the Project that make it impossible for the Contractor to comply strictly with the terms of the Contract he shall apply in writing to the Engineer for an alteration in the procedure. If such alteration is acceptable to the Engineer, and provided that it not be detrimental to the Work or entail additional cost, the Contractor shall be so notified in writing, whereupon the alteration may be made. When such alteration is not acceptable to the Engineer, the Contractor shall determine some other method which shall be acceptable.
- B. Any such procedural alteration shall in no way modify the Contract, or any part thereof except that which is necessarily effected thereby.

#### 4.03 CHANGES IN THE WORK

- A. No additive or deductive change in the Work will be authorized except through a written, cost-itemized Change Order, signed by the Contractor and approved by the Board of Supervisors and/or the Director of The Department of Public Works as required, and no such change shall commence until such Change Order is approved.

- B. Should the parties be unable to agree on the costs for the changes, or if itemization is impractical, the Engineer may instruct the Contractor to proceed by Force Account and he shall be paid therefor as provided hereinafter.

#### 4.04 CHANGE ORDERS

- A. The County may order changes, additions or deductions in the Work at any time during the course of the Project through standard written Change Orders.
- B. The County and the Engineer must approve all Change Orders in writing. The Contractor shall bear the expense and responsibility for any changes not authorized in writing by the County and the Engineer, irrespective of any oral directions, understanding or suppositions.
- C. Accepted Change Orders shall not invalidate the Contract or any provisions thereof. The Contractor shall, in all respects, execute all authorized changes under the original conditions of the Contract, excepting adjustments made on claims for payment or time.
- D. Changes in the Work, when ordered and accepted, shall be paid for under the terms of the Contract, and such payments shall be made at the lump sum or unit price agreed upon by the Contractor and the County, or by Force Account.

#### 4.05 UNAUTHORIZED WORK

Work done in the absence or without the knowledge of the Engineer, or any extra work done without written authority, will be considered as unauthorized and at the expense of the Contractor and will not be measured or paid for by the County.

#### 4.06 RESPONSIBILITY FOR EXISTING UTILITIES

The Contractor shall be responsible, at his own cost, for any and all work, expense or special precautions caused or required by the existence of proximity of utilities encountered in performing the Work, including, without limitation thereon, repair of any and all damage, and all hand or exploratory excavation required. The Contractor is cautioned that such utilities may include communication or electrical cables which may be high voltage, and the ducts enclosing such cables, as well as gas and water piping. When working or excavating in the vicinity thereof, the special precautions he shall observe, shall include exposing all such cables, wiring, ducts, conduit and piping by careful hand excavation or cutting so as not to damage them or cause personal injury. Suitable warning signs, barricades and safety devices shall be erected as necessary.

#### 4.07 EXTRA WORK DUE TO UNFORESEEN OBSTACLES

- A. If, during the course of the Work, the Contractor encounters obstacles or installations which are not shown or indicated on the Drawings or in the Specifications, or which are found in a location substantially different from that shown or indicated, and such

obstacles are not reasonably apparent from visual examination, then he shall promptly notify the Engineer thereof in writing. Where necessary, the Engineer shall issue a written order to the Contractor to make such adjustment, rearrangement, repair, removal, alteration or special handling of such obstacle, including repair of any damage, as he deems appropriate.

- B. The Contractor shall perform the work described in such written order. Compensation therefor will be made in accordance with the provisions hereof relating to changes in the Work. Except for the items of cost specified in such provisions, the Contractor shall receive no compensation for any other cost, damage or delay to him due to the presence of such obstacle. If the Contractor fails to give the notice specified above and thereafter acts without instructions, then he shall be liable for any or all damage to such installations or other work of the Contract which arises from his operations subsequent to discovery thereof, and he shall repair and make good such damage at his own cost.
  
- C. If the Contract requires excavation or other work to a stated limit of elevation beneath the surface, and if, during the course of the Work, the Engineer orders a change of depth or dimension of such subsurface work due to discovery of unsuitable bearing material, or for any other cause, then adjustment in the Contract price for such change will be made in accordance with the provisions hereof relating to changes in the Work. Except for the items of cost specified herein, the Contractor shall receive no compensation for any other cost, damage or delay to him due to the presence of such unsuitable bearing material or other obstruction.

\* \* END OF DIVISION 4 \* \*

## GENERAL CONDITIONS

### DIVISION 5 – CONTROL OF WORK

#### 5.01 AUTHORITY OF THE ENGINEER

The Engineer shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the Work; all questions which may arise as to the interpretation of the Drawings and Specifications; all questions as to the acceptable fulfillment of the Contract on the part of the Contractor; and all questions as to compensation. His decision shall be final and he shall have authority to enforce and implement such decisions and orders which the Contractor fails to carry out promptly.

#### 5.02 AUTHORITY AND DUTIES OF INSPECTORS

A. Duly authorized Inspectors, who shall perform their duties under the direction of the Engineer, may be assigned to the Project or each part thereof. The presence of an Inspector shall in no way lessen the responsibility of the Contractor. In case any dispute arises between the Contractor and an Inspector as to materials furnished or the manner of performing work, the Inspector shall have authority to reject materials or suspend the work until the questions at issue can be referred to, and decided by, the Engineer. The Inspector is not authorized to revoke, alter, enlarge, relax or release any requirement of these General Conditions, nor to approve or accept any portion of the Work, nor to issue instructions contrary to the Drawings and Specifications.

B. Exceptions to the foregoing apply to:

1. Any Inspector from the Building Inspection Division of the Community Development Agency, or from a local municipality having jurisdiction, who shall have full authority to make and enforce decisions regarding compliance with construction codes.
2. The Marin County Fire Marshal, or the fire marshal from the local municipality having jurisdiction, who shall have full authority to make and enforce decisions regarding compliance with fire safety requirements.
3. Any Inspector from the County Division of Environmental Health, who shall have full authority to make and enforce decisions regarding health and sanitation requirements, where applicable.
4. The Architect, if any, or his representatives, who shall have full authority commensurate with that of the Engineer

### 5.03 SUPERINTENDENCE

The Contractor shall, at all times, have a competent and experienced Superintendent as his agent on the Project. The Superintendent shall be in charge of the Work, shall be capable of reading and thoroughly understanding the Drawings and Specifications, and shall have full authority to execute the orders or directions of the Engineer without delay and to promptly furnish such labor, materials, equipment, tools and incidentals as may be required. Such Superintendent shall be provided irrespective of the amount of work sublet.

### 5.04 WORKMANSHIP

- A. The Contractor shall provide all skilled workers necessary to properly fabricate, transport, erect, apply and install the Work to the highest trade standards.
- B. The Contractor shall be responsible for verifying all dimensions and elevations at the Site.
  - 1. The Contractor shall check all dimensions and grades as the layout progresses, between the various Drawings and trades, and as indicated by the Specifications. He shall call any conflicts to the attention of the Engineer prior to proceeding with construction.
  - 2. The Contractor shall coordinate, schedule and sequence the operations so as to permit suitable construction and protect existing or new improvements from any damage.
- C. The Contractor shall support plumb, rigid and true to line all work furnished. He shall study thoroughly all available drawings and catalog data to determine how the material is to be supported, mounted or suspended, and shall provide all bolts, inserts, structural shapes, brackets and accessories necessary for proper support.
- D. All attachments, connections, fastenings and inserts of any nature shall be properly and permanently secured in conformance with the best practice, and the Contractor is responsible for providing them according to these conditions. The Drawings show only special conditions to assist the Contractor; they do not illustrate every such detail.
- E. Finished work shall be firm, well anchored, in true alignment, plumb, level, of smooth, clean appearance, without waves, distortions, holes, marks, cracks, stains or discoloration. Jointings shall be close fitting, neat and well scribed. Finished work shall have no exposed unsightly anchors or fastening, and shall not present hazardous, unsafe or unfinished protrusions, offsets, burrs, raw edges or sharp corners. All work shall have provisions for expansion, contraction and shrinkage as necessary to prevent cracks, buckling and warping.

- F. No work defective in construction or quality, or deficient in any requirement of the Drawings and Specifications will be acceptable as a consequence of the County's failure to discover or to point out such defects or deficiencies during construction; nor will the presence of Inspectors on the Work relieve the Contractor from responsibility for securing the quality and progress thereof as required by the Contract.
- G. The intent of the Contract is to achieve a finished, workmanlike job, complete in all respects. Anything reasonably implied or intended to accomplish this end shall be furnished and installed.

#### 5.05 INTERPRETATION OF DRAWINGS AND SPECIFICATIONS

- A. The Drawings, Specifications and all authorized supplements thereto are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be cooperative and to describe and provide for a complete Work.
- B. Should it appear that the work to be done, or any of the matters relative thereto, is not sufficiently detailed or explained in the Drawings or Specifications, the Contractor shall apply to the Engineer for such further explanations as he deems necessary, and shall conform to the same as part of the Contract so far as may be consistent with the original documents. Any doubt or question arising respecting the true meaning and intent of the Drawings or Specifications shall be referred to the Engineer, whose decision thereon shall be final.
- C. In the event of any discrepancy between a drawing and the figures written thereon, the figures shall be taken as correct.
- D. The Contractor shall perform any part of the Work which is not mentioned in the Specifications, but is shown on the Drawings, or any part not shown on the Drawings but described in the Specifications.
- E. The Contractor will be supplied with all necessary copies of the Drawings and Specifications, and shall have available one (1) updated set on the Site at all times in order to facilitate the progress of the Work.

#### 5.06 CONFORMANCE WITH DRAWINGS

Finished surfaces shall conform with the plans, elevations, sections, details and dimensions shown on the approved Drawings. Deviations from the Drawings, if required by the exigencies of construction will, in all cases, be determined by the Engineer and authorized in writing.

#### 5.07 DRAWING ALTERATIONS

All authorized alterations affecting the requirements and information given on the

approved Drawings shall be in writing. No changes shall be made in any plan or drawing after the Engineer has approved the same, except by his direction. Where, at any time, reference is made to the "Drawings", such shall be deemed the approved Drawings as modified by all authorized alterations then in effect.

#### 5.08 ALTERNATE CONNECTIONS

Where material requiring different arrangements or connections from that shown I approved, it shall be the responsibility of the Contractor to install the material properly and in harmony with the intent of the Drawings and Specifications. The Contractor shall submit drawings showing the proposed installation for approval prior to fabrication.

#### 5.09 MANUFACTURER'S INSTRUCTIONS

Where the Specifications require that such items as materials, products or processes are to be installed or applied in accordance with the manufacturer's instructions, directions or specifications, or words to this effect, it shall be construed to mean that said application or installation shall be in strict accordance with printed instructions furnished by the manufacturer of the item concerned for use under conditions similar to those at the Job Site.

#### 5.10 SUBMITTALS

- A. Unless noted otherwise in the Specifications, the Contractor shall submit to the Engineer five (5) sets of Shop Drawings and other descriptive data for all work for which submittals are specifically required, three (3) marked sets of which will be returned to the Contractor. All submittals shall be fully identified as to project, agency, location, work order and contract numbers, and the Contractor's business name.
- B. All submittals shall be made within a period which will cause no delay in the Work. The Contractor shall allow reasonable time for review by the Engineer.
- C. The submittals shall be clear and legible prints which shall indicate completely the materials, articles, equipment and work to be done; the actual details of all manufactured or fabricated items; the proper relation to adjoining and kindred work; and shall amplify design details of mechanical, electrical and other equipment in logical relation to physical spaces in the structure.
- D. Submittals are defined as fabrication, erection, roughing-in and setting drawings; wiring and control diagrams; schedules and lists of materials and equipment; descriptive literature, catalogs, brochures, pamphlets and cuts; performance and test data; part lists, maintenance and operating instructions; and other descriptive data pertaining to materials, equipment and methods of construction as required to clearly delineate the Work. The Engineer may require the Contractor to provide additional specific data or information where particular items of work are not fully or clearly described in the submittals.

- E. The Engineer will review all submittals for conformity with design requirements only, noting thereon any necessary corrections. Notwithstanding approval thereof, the Contractor shall remain responsible for his own errors contained in such submittals and for full compliance with all requirements of the Contract, including, without limitation, the accuracy of quantities and dimensions, the quality of the Work, conformance to actual conditions in the Work, and coordination and fit of his work with all other work. The Engineer's approval of the submittals does not constitute approval of any detail thereof which is in conflict with the Drawings or Specifications unless there is specific written authorization therefor.
- F. When specifically directed by the Engineer, the Contractor shall resubmit such Shop Drawings and descriptive data as may be required, and shall continue such directed resubmission until approval is obtained.

#### 5.11 COORDINATION AND COOPERATION

- A. Where the Work is being performed in an occupied facility, close coordination and cooperation between the Owner and the Contractor will be of the greatest importance so as to keep interference the normal routine to an absolute minimum. It shall be the Contractor's responsibility to obtain prior approval from the Engineer for the scheduling of any work that will result in unavoidable interference so that arrangements can be made to maintain the necessary level of operations.
- B. The Contractor shall be responsible for the scheduling of all work.
- C. The Contractor and his Subcontractors shall coordinate their work and shall cooperate so as to facilitate the general progress thereof. Each trade shall afford the other trades every reasonable opportunity for the installation of their work and the storage of their materials and equipment.
- D. The Contractor and his Subcontractors shall carefully check their respective work and reach clear understanding as to the items furnished by each and their sequence of placement.

#### 5.12 ACCIDENT PREVENTION

Precautions shall be exercised at all times for the protection of persons (including the Contractor's employees) and property. The Contractor shall install adequate safety guards and protective devices for any and all equipment and machinery, whether used in the Work or installed as a part thereof. All care shall be employed to insure that the work proceeds under the highest standards of safety and prudence, and in compliance with all applicable laws relating to safety precautions.

#### 5.13 FIRE CONTROL

- A. No open fires will be permitted on the Site.

- B. Approved and sufficient fire extinguishing equipment must be provided at each location of the Work whenever torch-cutting, welding or other fire hazardous operations are in progress.

#### 5.14 CLEANLINESS

- A. At the conclusion of each day's work, all loose material and equipment shall be stored as hereinafter provided, and all debris shall be cleaned up and removed from the Site.
- B. Where the Work is being performed in an occupied facility, the Contractor shall exercise strict cleanliness control whenever engaged in saw-cutting operations, gypsum board topping and sanding, plastering or similar dust or "mud" producing work. Excessively drifting dust or the tracking of dust or "mud" within the building will not be permitted.
- C. The building and grounds shall be kept clean at all times. After completion of the Contract and before receiving the final payment, the Contractor shall have all parts of the Site cleaned wherever such cleaning is needed as a result of work performed on the Project.
- D. Upon final acceptance of the Work, all tools, containers and equipment, and all rubbish and debris resulting therefrom, shall have been removed from the premises. All defects and blemishes shall have been touched up and all finger marks removed. The entire area where the Work was performed shall be left perfectly clean with respect thereto.

#### 5.15 NOISE CONTROL

- A. All internal combustion engines employed on the Project shall be equipped with approved mufflers.
- B. Where the Work is being performed in an occupied facility, the Contractor's employees shall conduct themselves in a quiet and considerate manner. No radios or boisterous activity will be permitted, and all unnecessary noise shall be kept to a minimum.

#### 5.16 UTILITIES

Water and electric power may be taken without charge from building systems within the limitations of existing facilities. Connections and distribution shall be by the Contractor.

#### 5.17 SANITARY CONVENIENCES

- A. Necessary sanitary facilities for the use of workers on the Project, properly secluded from public observation and in compliance with health ordinances and laws, shall be

constructed and maintained in an approved manner by the Contractor, and their use shall be strictly enforced.

- B. Where the Work is being performed in an occupied facility, the public toilets or, where authorized, the Contractor's personnel therein may use the staff toilets. All restrooms so used shall be maintained in a clean and sanitary condition with respect to such use.

#### 5.18 OBSTRUCTIONS

- A. No material or other obstruction shall be placed within fifteen (15) feet of fire hydrants which must be at all times readily accessible to the Fire Department.
- B. The Contractor shall observe all ordinances and laws in relation to the obstruction of streets, sidewalks and driveways, keeping open passageways and protecting public property.
- C. Where the completion of the Work requires their removal, the Contractor shall remove and dispose of all structures, debris or other obstructions encountered making the improvement.

#### 5.19 PRESERVATION OF MONUMENTS

When engaged in site work, the Contractor shall carefully preserve all bench marks, reference points and stakes. In case of willful or careless destruction, he will be charged with the entire cost of replacing them, and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance. Monuments which have to be removed shall not be disturbed until authorized by the Engineer.

#### 5.20 PATCHING AND REPAIRS

- A. Repaired areas, and areas adjacent that are damaged due to repairs (demolition and/or construction), shall have their finishes extended so as to restore their surfaces.
- B. The portions of the Site upon which work is not being done under the Contract shall be accepted by the Contractor in their existing condition, and any damage or breakage caused by the furnishing, transporting or installing of materials or equipment, or by alterations, shall be repaired or replaced by the Contractor without any expense to the County.

#### 5.21 INSPECTION

- A. The Contractor shall, at all times, permit the Engineer and his authorized agents to visit and inspect the Work or any part thereof. He shall maintain proper facilities and provide safe access for such inspection to all parts of the Work, and to the shops where the Work is in preparation.

- B. Where the Contract requires work to be tested by the Contractor, it shall not be covered up until inspected and approved by the County. The Contractor shall be solely responsible for notifying the Engineer where and when such work is in readiness for inspection and testing.
- C. Whenever the Contractor intends to perform work on Saturday, Sunday or a legal holiday, he shall give notice to the Engineer of such intention 24 hours prior to performing such work, or such longer period as may be specified, so that the County may make the necessary arrangements.
  - 1. Reference is made to Article 7.09, herein, for additional stipulations with regard to out-of-hours work.

#### 5.22 DEFECTIVE OR UNAUTHORIZED WORK OR MATERIALS

- A. All work or materials which are defective in construction or deficient in any of the requirements of the Specifications shall, upon demand by the County, be remedied, or removed and replaced by the Contractor in an acceptable manner, and no compensation will be allowed for such correction.
- B. Upon the failure of the Contractor to comply forthwith with any order of the Engineer made under the provisions of this Article, the Engineer shall have the authority to cause defective work or materials to be remedied, or removed and replaced, and unauthorized work to be removed, and to deduct the costs thereof from any monies due or to become due the Contractor.

#### 5.23 DISPUTED CLAIMS

- A. In any case where the Contractor deems extra compensation is due him for work or materials not clearly covered in the Contract, or not ordered by the Engineer as extra work, he shall notify the Engineer, in writing, of his intention to make claim for such extra compensation before he begins the work on which he bases the claim. If such notification is not given, or if such notice is given but the Engineer is not afforded proper facilities by the Contractor for keeping strict account of the actual cost of said work, then the Contractor hereby waives all claims for such extra compensation.
- B. Such notice by the Contractor, and/or the fact that the Engineer has kept account of the cost as aforesaid, shall not, in any way, be construed as an admission of the validity of the claim.

#### 5.24 FINAL INSPECTION

Whenever the work provided and contemplated by the Contract shall have been satisfactorily completed and the final cleaning up performed, and the Contractor so notifies him, the Engineer shall make the final inspection.

Request for Proposal

County of Marin  
General Services Facility  
Photovoltaic System

\* \* END OF DIVISION 5 \* \*

## GENERAL CONDITIONS

### DIVISION 6 – CONTROL OF MATERIALS

#### 6.01 QUALITY OF MATERIALS

- A. Before the Contract is awarded, each Bidder may be required to furnish a complete statement of the origin, composition and manufacturer of any or all material to be used in the construction of the Work, together with samples, which samples may be subjected to tests, provided for herein, to determine their quality and fitness for the Work.
- B. All materials shall be new, shall be the manufacturer's latest products and shall be first quality in keeping with the highest trade standards.
- C. When the Contract Documents indicate or require that materials, articles or equipment are to be furnished, but the quality or kind thereof is not particularly specified, shown or indicated, the Contractor shall furnish materials, articles or equipment at least equal to the class or quality of similar materials, articles or equipment which are specified, shown or indicated. No claim for additional compensation based on the County's failure to specify or indicate the class, type or quality of materials, articles or equipment will be recognized in any event, unless the Contractor makes a clear showing that he could not determine the class, type or quality of materials, articles and equipment to be furnished from the Drawings or Specifications or by application of this Subarticle.
- D. Approved products and materials shall be delivered to the Job Site in their original containers, with seals unbroken and labels intact.
- E. All materials shall comply with the standards of:
  - 1. American National Standards Institute (ANSI)
  - 2. American Society for Testing and Materials (ASTM)

#### 6.02 SPECIFIED MATERIALS

- A. For convenience in designation on the Drawings or in the Specifications, a brand or trade name or the name of a manufacturer, together with a catalog number or other identifying information may describe certain materials, articles or equipment. Unless otherwise noted, such designation is for descriptive purposes only and does not mean that a particular product has any preference, nor that an approved alternative product may not be used. All such designations shall be deemed to be followed by the words, "or approved equal".

- B. Where materials, articles or equipment are specified only by type, style and rating, the Bidder may choose any manufacturer whose products meet or exceed the specifications.
- C. In certain instances materials, articles or equipment must exactly match those already existing in place. In such circumstances the specified items required will be clearly designated and no substitutions will be permitted.
- D. When descriptive catalog designations, including the manufacturer's name, product brand name or model number are referred to in the Bid Documents, such designations shall be considered as being those found in industry publications of current issue at date of first invitation to bid, unless noted otherwise.
- E. When standards of the Federal or State governments, trade societies or trade associations are referred to in the Bid Documents by specific date of issue, they shall be considered a part of this Contract. When such references do not bear a date of issue, the current published edition at the date of first invitation to bid shall be considered as part of this Contract.

#### 6.03 ALTERNATIVE MATERIALS

- A. The use of alternative or substitute materials, articles or equipment which are of equal or better quality and of the required characteristics for the purposes intended, if not otherwise prohibited, will be permitted if approved by the Engineer, and provided the Contractor requests such approval in writing in accordance with the following requirements:
  - 1. All such requests for approval, if not made prior to the bid opening, as required, shall be made within thirty (30) calendar days of the date of the Notice of Award, if authorized, including any required resubmittals thereof following disapproval. In exceptional cases, where the best interests of the County so require, the Engineer may give written consent to submittal or resubmittal of an alternative product for approval after expiration of the prescribed time limit.
  - 2. All requests for use of alternative materials, articles or equipment shall be accompanied by complete information and descriptive data necessary to show the quality of the alternative items. The Engineer shall be the sole judge as to the comparative quality and suitability of the alternative products, and his decision thereon shall be final. The burden of proof as to the comparative quality and suitability of the alternative products for approval after expiration of the prescribed time limit.
- B. Where material is specified by capacity or performance, then the burden of proof shall be on the Contractor to show that any particular equipment, articles or materials meet the minimum capacities or the performance requirements shown on the Drawings or as specified. The Contractor shall furnish at his own expense all

information necessary to determine whether such minimum capacities or performance requirements will be met.

- C. The installation of any approved alternative materials, articles or equipment is the Contractor's responsibility. Any mechanical, electrical, structural or other changes required for the proper installation and fit of the alternative materials, articles or equipment shall be made without additional cost to the County, and shall be subject to approval by the Engineer.

#### 6.04 SAMPLES AND TESTS

- A. At the option of the Engineer, the source of supply of each of the materials shall be approved by him before delivery is started and before such material is used in the Work. Representative preliminary samples of the character and quality prescribed shall be submitted by the Contractor or producers of all materials to be used in the Work, for testing or examination, if requested by the Engineer.
- B. All tests of materials furnished by the Contractor shall be made in accordance with commonly recognized standards as set forth in the Specifications, and such other special methods and tests as may be prescribed.
- C. The Contractor shall furnish such samples of materials as are requested by the Engineer, without charge. No material shall be used until it has been approved by the Engineer. Samples will be secured and tested by a laboratory whenever necessary to determine the quality of the material.
- D. If authorized by the Engineer, the approved material samples may be used in the Work

#### 6.05 DEFECTIVE MATERIALS

All materials not conforming to the requirements of the Specifications shall be considered as defective, and shall be rejected. They shall be removed immediately from the Site, at the sole expense of the Contractor, unless otherwise permitted by the Engineer. No rejected material, the defects of which have subsequently been corrected, shall be used until approved in writing by the Engineer.

#### 6.06 STORAGE OF MATERIALS

- A. All materials, articles and equipment shall be stored so as to insure the preservation of their quality and fitness for the Work, and shall be located so as to facilitate their prompt inspection.
- B. Where the Work is being performed in an occupied facility, all materials and equipment left on the premises overnight shall be stored in a location as assigned by the Engineer. The Contractor shall insure that materials so stored are adequately protected from moisture, soiling or damage of any kind whatsoever.

1. Because this on-site storage is for the Contractor's convenience, and is furnished only as a courtesy by the County, the Contractor is cautioned to provide for the security of his stored property. The County will accept no responsibility for damage or loss due to vandalism, theft or any other cause.

#### 6.07 PROTECTION OF MATERIALS

All material provided under this Contract shall be protected from damage during shipping, storage and installation. Any material that is damaged shall either be repaired to the satisfaction of the Engineer or be replaced with new, at no additional cost to the County.

#### 6.08 PROPERTY RIGHTS IN MATERIALS

Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the Work or the soil, or after payment has been made for fifty percent (50%) or more of the value of materials delivered to the Site, whether or not they have been so attached or affixed. All such materials shall become the property of the County of Marin upon being so attached or affixed, or upon payment of such fifty percent (50%) or more of their value.

\* \* END OF DIVISION 6 \* \*

## GENERAL CONDITIONS

### DIVISION 7 – LEGAL RELATIONS AND RESPONSIBILITIES

#### 7.01 LAWS TO BE OBSERVED

- A. The Contractor shall keep himself fully informed of all State and National laws and all County and municipal ordinances and regulations which, in any manner, affect those engaged or employed in the Work, or which in any way affect the conduct of the Work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over all the same.
- B. The Contractor shall at all times observe and comply with, and shall cause all his agents and employees to observe and comply with, all such laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the County and the Board of Supervisors, and the Engineer, and all of its and their officers and agents and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for the Work in relation to any law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same, in writing, to the Engineer.

#### 7.02 PERMITS AND LICENSES

- A. Prior to the commencement of the Project, the Contractor shall acquire all permits and licenses, pay all charges and fees, and, in the course of the Project, shall give all notices required, incidental to and necessary for the lawful prosecution of the Work.
- B. The permits are obtained from the Building Inspection Division of the Community Development Agency and are issued free of charge. At the time of application, the Contractor must furnish proof of Workers' Compensation Insurance.

#### 7.03 INDEMNITY AND INSURANCE REQUIREMENTS

Reference is made to Article 3.05, herein.

#### 7.04 CODES, STANDARDS AND REFERENCED SPECIFICATIONS

- A. Various standards and codes may be incorporated in the Specifications by reference. In all such instances the reference shall mean the latest edition, including amendments or revisions in effect as of the date of the Specifications, unless a specific issue is identified otherwise. Such standards and codes, except as modified herein, shall have full force and effect as though printed in the Specifications.

- B. In the event that referenced specifications or standards contain general requirements in conflict with these General Conditions or the scope of the work of individual Sections of the Specifications, the provisions of the Contract Documents shall govern.
- C. Where conflict occurs between regulations, standard manufacturer's specifications, codes, the Drawings and Specifications are to construe to permit work not conforming to code.
- D. Where not otherwise covered by specific direction, reference of instruction, the Work shall be governed by the best trade practices.
- E. All work shall be performed in strict accord with the latest applicable codes and regulations, including, but not necessarily limited to:
  - 1. Cities and County of Marin, and California Fire Marshals.
  - 2. California Occupational Safety and Health Act (CAL/OSHA)
  - 3. Uniform Building Code (UBC)
  - 4. Safety Orders of the California State Division of Industrial Safety
  - 5. National Board of Fire Underwriters (NBFU)
  - 6. National Fire Protection Association (NFPA)
  - 7. Underwriters' Laboratories, Inc. (UL)
  - 8. State of California Administrative Code, Title 24, Buildings Standards
  - 9. Cities and County of Marin Building Ordinances
  - 10. Applicable State and local building codes and ordinances governing the work under the Contract
  - 11. Nationally accepted codes and standards.

7.05 PREVAILING WAGES

- A. Reference is made to Article 8 in the Notice to Contractors.
- B. In compliance with the provisions of Section 1776 of the Labor Code of the state of California, as amended, the Contractor and each of his Subcontractors 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 or worker employed by them in connection with the Project. Said records shall be available for inspection at

all reasonable hours, and copies shall be made available to the employee or his authorized representative, the State Division of Labor Standards Enforcement, the State Division of Apprenticeship Standards, and the County.

#### 7.06 DISCRIMINATORY LABOR PRACTICES

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, nationality, sex, age or handicapped condition. This shall include employment, demotion or transfer, recruitment or recruitment advertisement, layoff or termination, rates of pay or other compensation, and selection for training and apprenticeship. The Contractor shall post, in conspicuous places during the period of the Contract, and available to all applicants for employment, notices setting forth the provisions of this clause. The Contractor shall insert these provisions in all Subcontracts thereunder, except Subcontracts for standard commercial supplies or raw materials. The hiring of all labor for work shall be in accordance with all applicable directives of the Fair Employment Practices Commission (FEPC) of the State of California.
- B. The Contractor shall forfeit, as a penalty, in addition to any other penalty provided by law, to the County, the sum of twenty-five Dollars (\$25) for each calendar day, or portion thereof, during which he knowingly allows any conditions of discrimination to exist in connection with the Work, provided, however, that such penalty shall not be imposed without a full investigation and determination by the FEPC.
- C. The Contractor shall cooperate fully with the County and with affected Unions to promote and insure the maximum employment of minorities, with particular emphasis on residents of Marin County, in all phases and at all levels of the Work. The Contractor shall encourage maximum utilization of apprenticeship and other on-the-job training programs to achieve this goal.

#### 7.07 AFFIRMATIVE ACTION

Reference is made to Article 2.06, herein.

#### 7.08 APPRENTICESHIP

- A. Attention is directed to the provisions in Sections 1777.5, 1777.6 and 1777.7 of the Labor Code of the State of California concerning the employment of apprentices by the Contractor or any Subcontractor under him.
- B. Section 1777.5, as amended, requires the Contractor or Subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the Site of the public work Project, and which administers the apprenticeship program in that trade, for a certificate of approval. The certificate will also fix the ration of apprentices to journeymen that will be used in the performance of the Contract. The ration of work performed by apprentices to journeymen in such cases shall not be less than one hour to five hours, except:

1. When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of fifteen percent (15%) in the three (3) months prior to the request for certificate.
  2. When the number of apprentices in training in the area exceeds a ration of one to five.
  3. When the trade can show that it is replacing at least 1/30<sup>th</sup> of its journeymen through apprenticeship training on an annual basis statewide or locally.
  4. When assignment of an apprentice to the Work would create a condition which would jeopardize the apprentice's life or the life, safety or property of fellow employees or the public at large.
  5. If the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.
- C. Any work performed by a journeyman in excess of eight (8) hours per day or forty (40) hours per week shall not be used to calculate the hourly ration required herein.
- D. The minimum ratio for the land surveyor classification shall be not less than one apprentice for each five journeymen.
- E. Any ration shall apply during any day or portion thereof when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the Job Site, and shall be computed on the basis of the hours worked by journeymen so employed, except for the land surveyor classification.
- F. The Contractor shall employ apprentices for the number of hours computed as above before the end of the Contract. However, he shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the Site.
- G. Where an hourly apprenticeship ration is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one apprentice for each five journeymen.
- H. The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works Site are making such contributions.
- I. The Contractor and any Subcontractor under him shall strictly comply with the requirements of Sections 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

- J. The foregoing provisions shall not apply to contracts of general contractors, or to contracts of specialty contractors not bidding for work through a general or prime contractor, involving less than thirty thousand dollars (\$30,000) or twenty (20) Working Days.
- K. Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
- L. Reference is made to Article 7.05, herein.

#### 7.09 NORMAL WORKING HOURS

- A. Eight (8) hours of labor constitutes a legal day's work. The Contractor shall forfeit, as a penalty to the County of Marin, twenty-five Dollars (\$25) for each worker employed in the execution of the Contractor by him or any Subcontractor under him for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular, Sections 1810 to 1815 thereof, inclusive, except that work performed by employees of the Contractor in excess of eight (8) hours per day and forty (40) hours during one week shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay, as provided in said Section 1815.
- B. The Contractor shall schedule his working hours to coincide with the working hours of the County Government, a normal five (5) day, forty (40) hour week, Monday through Friday, County holidays excepted. No work shall be performed on a County facility during other days nor during other hours without written approval of the Engineer.
- C. If the Contractor, for his convenience, desires to perform work during other than normal working hours, or on other than normal Working Days, and after acquiring approval as provided above, he may be required to reimburse the County for any additional expense occasioned the County thereby, such a, but not limited to, utilities services and overtime pay for County Inspectors.
- D. Reference is made to Article 8 in the Notice to Contractors.

#### 7.10 LEGAL HOLIDAYS

Reference is made to Article 1.31, herein.

#### 7.11 PROPERTY RIGHTS IN MATERIALS

Reference is made to Article 6.08, herein.

#### 7.12 PATENTS

The Contractor shall assume all costs arising from the use of patented materials, equipment, devices or processes used on or incorporated in the Work, and agrees to indemnify and save harmless the County of Marin, the Board of Supervisors, the Engineer and their duly authorized representatives from all suits at law or actions of every nature for, or on account of, the use of any patented materials, equipment, devices or processes.

#### 7.13 CONTRACTOR'S RESPONSIBILITY FOR WORK

- A. Until the formal acceptance of the Work by the County, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part of the Work by the action of the elements or from any other cause whatsoever, whether arising from the execution or from the non execution of the Work, except as otherwise provided in Articles 6.08 and 7.17, herein.
- B. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work before its completion and acceptance, and shall bear the expense thereof, except for such injuries or damages as are directly and proximately occasioned by acts of the Federal Government and the public enemy. In case of suspension of work from any cause whatever, the Contractor shall be responsible for the Work as above specified, and he shall also be responsible for all materials, and shall properly store them if required, and shall provide suitable drainage and erect temporary protective structures where necessary.

#### 7.14 COOPERATION BETWEEN ORGANIZATIONS

- A. The Contractor shall cooperate with all utility companies and with other contractors who may be performing work on behalf of the County, and with workers who may be employed by the County on any work in the vicinity of the Work to be done under this Contract. The Contractor shall so conduct his operations as to interfere to the least possible extent with the work of such contractors or workers. He shall promptly make good, at his own expense, any injury or damage that may be sustained by other contractors or employees of the County at his hands.
- B. Any difference or conflict which may arise between the Contractor and other contractors, or between the Contractor and utility companies, or between the Contractor and workers of the County in regard to their work will be adjusted and determined by the Engineer.
- C. If the work of the Contractor is delayed because of any acts or omissions of any other contractor or utility company, the contractor shall, on that account, have no claim against the County other than for an extension of time.

#### 7.15 DAMAGE AND INJURY LIABILITY

- A. The Contractor shall insure that all structures, surfaces, fixtures, glass, plants, etc., within the work area are adequately protected from damage during the course of the Project. He shall assume the cost of repairs for any and all damage for which he is responsible.
- B. Neither the County of Marin, the Board of Supervisors, the Engineer, nor any officer or employee of the County shall be answerable or accountable in any manner for any loss or damage that may happen to the Work or any part thereof; or for any of the materials or other things used or employed in performing the Work; or for injury to any person or persons, either workers of the public; or for damage to property from any cause which might have been prevented by the Contractor, or his workers or anyone employed by him, against all of which injuries or damages to persons and property the Contractor, having control over such Work, must properly guard.
- C. The Contractor shall be responsible for any liability imposed by law for any damage to any person or property resulting from defects or obstructions or from any cause whatsoever during the progress of the Work or at any time before the completion and final acceptance thereof. The Contractor shall indemnify and save harmless the County of Marin, the Board of Supervisors, the Engineer, and all officers and employees of the County from all suits or actions of every name, kind and description, brought for or on account of any injuries or damages received or sustained by any person or persons, by or from the Contractor, his servants or agents, in construction of the Work or by or in consequence of negligence in guarding the same, in improper materials used in its construction or by or on account of any act or omission of the Contractor or his agents. In addition to any remedy authorized by law, so much of the money due the Contractor under and by virtue of the Contract as shall be considered necessary by the Department of Public Works may be retained by the County until disposition has been made of such suits or claims for damages as aforesaid.

#### 7.16 ENTRY RIGHTS

The right is reserved to the County and to railway, water, gas, telephone, telegraph and electric power transmission companies to enter upon the Work for the purpose of making repairs and changes that have become necessary by reason of the Work. Projects financed in whole or in part with State or Federal funds shall be subject to inspection at all times by authorized representatives of the State or Federal Governments.

#### 7.17 OCCUPANCY PRIOR TO ACCEPTANCE

The County reserves the right to occupy all or any parts of the Project prior to completion of the entire Contract, or upon written order therefor. In such event, the Contractor will be relieved of responsibility for any injury or damage to such part as a result from such occupancy and use by the County. If the Contractor carries insurance against damage to such premises or against liability to third persons covering the premises so used and

occupied by the County, and if such occupancy results in increased premiums for such insurance, the County will pay to the Contractor the added cost for such insurance during the period of occupancy.

7.18 ACCEPTANCE OF THE WORK

When the final inspection is completed and it has been determined that the Work is in accord with the requirements of the Drawings and Specifications, the Engineer will formally accept it in writing. After such acceptance, the Contractor will be relieved of protecting the Work, except for such correction or repair as shall be required to remedy any defect therein which occurs within the guarantee period. The Contractor will not be required to perform any further work thereon except such items as may be reserved specifically in the Specifications or formal written acceptance, and he shall be relieved of responsibility for injury to persons or property or damage which occurs after said acceptance.

7.19 CORRECTION OF ERRORS AND FINANCIAL RECOVERY

The County reserves the right to correct any error that may have been made in any estimate that has been paid. The County also reserves the right to claim and recover, by process of law, any sums sufficient to correct any error or make good any deficiency in the Work resulting from such error, or from dishonesty or collusion between any of the parties or individuals having dealings pursuant to the construction of the Work, regardless of when such error, dishonesty or collusion shall be discovered.

\* \* END OF DIVISION 7 \* \*

## GENERAL CONDITIONS

### DIVISION 8 – PROSECUTION AND PROGRESS

#### 8.01 LABOR

- A. The Contractor shall ensure that each and every kind of work shall be performed by workers, laborers or mechanics especially skilled in the class or category of work required, and that workmanship shall be of the best regardless of the quality of material.
- B. Any person that the County may deem incompetent or disorderly shall be promptly removed from the Work by the Contractor, upon written notice therefor from the Engineer, and shall not be re-employed thereon.

#### 8.02 SUBCONTRACTING

- A. The Contract is subject to the provisions of Chapter 2, Division 5, Title 1, commencing with Section 4100, of the Government Code, which prohibits the subcontracting of the whole or any part of a contract to Subcontractors other than those named in the Contractor's original Proposal.
- B. The Contractor shall be responsible for all work performed under the Contract, and no Subcontractor will be recognized as such by the County. All persons engaged in the Work will be considered as employees of the Contractor.
- C. The Contractor shall give his personal attention to the fulfillment of the Contract and shall keep the Work under his control. When any Subcontractor fails to prosecute a portion of the Work in a manner satisfactory to the County, the Contractor shall remove such Subcontractor immediately upon written direction from the Engineer, and he shall not again be employed on the Work.
- D. Although the Specification Sections of the Contract may be arranged to various trades, or general grouping of work, the Contractor is not obligated to sublet the work in such manner. The County will not entertain requests to arbitrate disputes among Subcontractors, or between the Contractor and one or more Subcontractors, concerning responsibility for performing any part of the Work.

#### 8.03 TIME LIMIT AND DAMAGES

- A. The County will designate the starting date on which the Contractor shall commence the Work, and from which he shall diligently prosecute it to completion. The Contractor obligates himself to satisfactorily complete the Work on or before the expiration of the Project time limit stated in the Agreement, or by an agreed date as stipulated by the County, plus such additional days as may be properly allowed.
- B. It is hereby agreed by the parties to the Contract that in case all the work called for thereunder, in all parts and requirements, is not finished or completed within the Contract time set forth, or as extended, damage will be sustained by the County. As it is and may be impracticable and extremely difficult to ascertain and determine the actual damage which the County will sustain in the event of and by reason of such delay, it is therefore agreed that the Contractor will pay to the County the sum stipulated in the Instructions to Bidders for each and every Working Days delay in finishing the Work beyond the time prescribed. The Contractor agrees to pay said Liquidated Damages as herein provided, and in case the same are not paid, agrees that the County may deduct the amount thereof from any money due or that may become due him under the Contract.
- C. It is further agreed that, in case the work called for under the Contract is not finished and completed in all parts and requirements within the time specified, the Engineer shall have the right to extend the time for completion or not, as he may deem to be in the best interest of the County. If he decides to extend the said time limit, he shall have the right to charge to the Contractor, or his sureties, and to deduct from the final payment for the Work, all or any part, as he may deem proper, of the actual cost of engineering, inspection, superintendence and other overhead expenses to the County which are attributable to such extension.
- D. The Contractor shall not be assessed with Liquidation Damages nor the cost of engineering and inspection during any delay in the completion of the Work caused by acts of God or of the public enemy, fire, flood, epidemics, quarantine restrictions, strikes, freight embargoes and unusual action of the elements, or delays of Subcontractors or suppliers due to such causes. The Contractor shall notify the Engineer, in writing, of the causes of delay within five (5) Working Days from the beginning of any such delay. The Engineer shall ascertain the facts and the extent of the delay, and his findings thereon shall be final and conclusive. No extensions of time will be granted in the absence of such written notification.
- E. It is further agreed that, except in those cases deemed by the County to be so warranted, or except where expressly so provided, requests by the Contractor for extensions of time will not be acted upon by the County until such time as all work under the Contract is completed.

8.04 PROGRAMMING WORK

The Contractor may be required to submit to the Engineer a progress schedule showing the proposed sequence of operations in the performance of the Work. Loss of time for any cause during the period prior to the submission of the progress schedule will not be considered by the Engineer in his computation of time extensions.

8.05 SUSPENSION OF WORK

The Engineer shall have the authority to suspend the Work, wholly or in part, for such period as he may deem necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the proper prosecution thereof, or for such time as he may deem necessary due to failure on the part of the Contractor to carry out orders given, or to perform any provisions of the Work. The Contractor shall immediately obey such orders of the Engineer and shall not resume the Work until so directed in writing by the Engineer.

8.06 COUNTY'S RIGHT TO DO WORK

If the Contractor should, after demand, neglect to prosecute the Work properly with diligence or fail to perform any provision of the Contract, the County, after three (3) Working Days written notice to the Contractor may, without prejudice to any other remedy, make good any deficiencies resulting therefrom and deduct the cost thereof from any payment due the Contractor. Such action by the County shall not relieve the Contractor of any obligations arising hereunder, including the obligation to complete the Contract.

8.07 COUNTY'S RIGHT TO TERMINATE CONTRACT

A. If the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if he should fail to make prompt payment to Subcontractors, or for material or labor, or persistently disregard laws and ordinances or instructions of the Engineer, or otherwise be guilty of a substantial violation of any provision of the Contract, then the County may, without prejudice to any other right or remedy, after giving him seven (7) calendar days written notice, terminate employment of the Contractor and take possession of the premises and of all materials, tools and appliances thereon, and finish the Work by whatever method it may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance for the

Contract price exceeds the expense of finishing the Work, including compensation for additional management and administrative services, such excess shall be paid to the Contractor. If such expense exceeds such unpaid balance, the Contractor shall pay the difference to the County. The Engineer shall certify expense incurred through the Contractor's default.

- B. The final determination as to whether there has been non-compliance with the Contract sufficient to warrant suspension thereof, and termination of the Contractor's employment, rests with the Board of Supervisors. Its decision shall be binding on all parties to the Contract

\* \* END OF DIVISION 8 \* \*

## GENERAL CONDITIONS

### DIVISION 9 – ACCEPTANCE AND PAYMENT

#### 9.01 METHOD OF PAYMENT AND RETAINAGE

- A. The Contractor shall, once in each month, submit to the Engineer a written Payment Request, in duplicate, on the form provided, estimating the total percentage of work performed, including that for approved Change Orders and the acceptable materials furnished and delivered by the Contractor on the Site but not used to the time of such estimate, and the value thereof according to his accepted Bid.
  - 1. In accordance with the revised Federal requirements for taxable miscellaneous income reporting, the Contractor, unless a corporation, shall include his Social Security number or Federal Tax Identification number on all invoices and Payment Requests. Any claims for payment received without such a number, unless from a corporation, may result in a delay in payment for which the County can assume no responsibility or liability.
- B. Separate Payment Requests shall be submitted for the Site Development portion of the Contract, if any.
- C. The Engineer shall, not later than the date when payment falls due, approve the Contractor's Payment Request for such amount as he deems to be properly payable, or shall state in writing his legitimate reasons for withholding approval.
- D. The County shall retain ten percent (10%) of the value of work done as part security for the fulfillment of the Contract by the Contractor, and shall monthly pay him, while carrying on the Work, the balance not retained, as aforesaid, after deducting therefrom all provisions of the Contract.
  - 1. In compliance with Section 4590 of the Government Code of the State of California, permitting the deposit by a contractor of certain types of securities with a public agency in lieu of said agency's retaining a portion of the partial payment for the Work, the Contractor may elect to receive 100% of payment due under the Contract, without retention of any portion of the payment by the County, excepting withholdings specifically required by law or by the written provisions of the Contract. If the Contractor so elects to receive full payments, he shall, at his own expense, and at the time of Contract award, deposit

securities equivalent to ten percent (10%) of the award with the County. Such securities, if deposited by the Contractor, shall be valued by the County's Auditor, whose decision on valuation of the securities shall be final.

- E. Partial payments will be made not later than the fifteenth (15<sup>th</sup>) day of each calendar month for work done during the preceding calendar month, as certified by the Engineer. In preparing Payment Requests, material delivered to and properly stored on the Site, and preparatory work done, may be taken into consideration. Requests for payment must be submitted at least ten (10) calendar days in advance of the date set for payment.
- F. Notwithstanding any other provisions contained herein regarding time of payment for any work performed, the County may delay, without penalty or payment for any work performed, the County may delay, without penalty or payment of interest, until 15 July of any year payment for any work performed between 15 May and 30 June of such year.
- G. No payment will be made when, in the judgement of the Engineer, the Work is not proceeding in accordance with the provisions of the Contract or when, in his estimation, the total value of the work done since the last payment amounts to less than three hundred dollars (\$300). No progress payments will be made on any contract wherein the specified time limit is less than twenty-five (25) Working Days.
- H. Should the County fail or refuse to pay when due, without fault or error on the part of the Contractor, the authorized sum of any Payment Request, the Contractor shall receive, in addition to said sum, interest thereon at the legal rate in force at the time and in the locale of the Work.
- I. Material and work covered by partial payments shall become the sole property of the County. This shall no relieve the Contractor from responsibility for the care and protection of such materials and work, or restoration of damaged work, or act as a waiver of the County's right to require fulfillment of all terms of the Contract. In the event that the Work has been damaged by other contractors, by others than employees of the County in the course of their employment, or as provided herein, the Contractor agrees to restore such damaged work without cost to the County, and to seek redress for damage only from those who directly caused it.
- J. No approved Payment Request, nor payment made to the Contractor, nor partial or entire use or occupancy of the Site by the County shall be considered an acceptance of any work or materials not in accordance with the Contract.

- K. Upon completion and acceptance of all work whatsoever required, and release of all claims against the County, the Board of Supervisors, at its regular weekly meeting, shall authorize the final payment. After thirty-five (35) calendar days and within sixty (60) after said authorization, and the recording of the Notice of Completion, the County shall pay to the Contractor the Contract price, less all prior payments, and any funds which the County is obligated by law or entitled hereunder to withhold.
- L. The making of final payment shall constitute a waiver of all claims by the County other than those arising from unsettled liens, from faulty work or materials discovered after final payment, or from requirements of the Drawings or Specifications. Acceptance of final payment by the Contractor shall operate as a release to the county of all claims and of all liability to the Contractor for all things done or furnished in connection with the Work, and for every act and neglect of the County and others relative thereto, expecting the Contractor's claim for interest upon final payment if this payment be improperly delayed, and all claims previously made and still outstanding. All prior estimates and payments shall be subject to correction in the final payment.
- M. Guarantees as called for under the Contract shall remain in full force and effect for the prescribed time. No payment, final or otherwise, shall operate to release the Contractor or his sureties from any obligations thereunder.

#### 9.02 FORCE ACCOUNT PROCEDURE

- A. Where there is failure to agree on the charges for changes in the Work, the changes shall be executed under Force Account, and an amount equal to the sum of the following items shall constitute full and proper compensation to the Contractor or the County for any and all overhead, profit or expense in performing or deleting such work, including, without limitation, any additional premiums on insurance or Contract Bonds, and such amount shall be added to or deducted from, as applicable, the price fixed by the terms of the Contract for the part of the Work affected.
1. For Added Work, the contractor will be paid his actual cost for the labor, materials and equipment, computed in accordance with the provisions of this Article, directly required for the performance thereof, plus the following uncompounded percentages:
    - For Labor: Ten percent (10%) for overhead, ten percent (10%) for profit and one percent (1%) for Bonds.
    - For Material: Five percent (5%) for overhead, ten percent (10%) for profit and one percent (1%) for Bonds.

- For Equipment: Five percent (5%) for overhead, ten percent (10%) for profit and one percent (1%) for Bonds.
2. For Deleted Work, the Contract price will be reduced by a sum consisting of the fair and just estimated cost to the Contractor for furnishing the labor, materials and equipment which would have been used on such work, based on values prevailing at the time of the Bid, plus ten percent (10%) of such cost for overhead, profit and Bonds.
- B. In order that a proper estimate may be made by the Engineer of the net cost of labor and materials entering into changed work, in accordance with the procedure herein stated, the Contractor shall furnish daily an itemized statement of materials and labor supplied, together with the cost of such material and the wages paid, and shall furnish vouchers for quantities and prices of such labor, materials or work. If the Contractor fails to comply with these provisions, he shall have no claim for compensations against the County for extra work.
  - C. The forgoing method for determining the price of work shall not apply to the performance of any work or the furnishing of any materials which are susceptible of classification under the items for which prices are established in the Contract, or are required or reasonably implied to be performed or furnished thereunder.
  - D. The County reserves the right to furnish such materials required as it deems expedient, and the Contractor shall have no claim for profit on the cost of such materials.

### 9.03 ACCEPTANCE

The Work will be accepted in writing by the Engineer when the whole shall have been completed in all respects in accordance with the Contract, to his full satisfaction.

### 9.04 GUARANTEE

- A. The Contractor hereby unconditionally guarantees that the Work will be done in full accordance with the requirements of the Contract, and further guarantees the Work of the Contract to be and remain free of defects in workmanship and materials for a period of one (1) year from the date of written acceptance thereof, unless a longer guarantee period is specifically called for. The Contractor hereby agrees to repair or replace any and all work, together with any other adjacent work which may be displaced in so doing, that may prove to be not in accordance with the requirements of the Contract,

or that may be defective in its workmanship or materials, within the guarantee period specified, without any expense whatsoever to the County, ordinary wear and tear and unusual abuse or neglect excepted.

- B. The Contractor further agrees that within ten (10) calendar days after being notified in writing by the County of any work not in accordance with the requirements of the Contract, or of any defects in the Work, he will commence and prosecute with due diligence all work necessary to fulfill the terms of this guarantee, and to complete the work within a reasonable period of time, and in the event he fails to so comply, he does hereby authorize the County to proceed to have such work done at his expense, and he will honor and pay the costs and charges therefor upon demand. The County shall be entitled to all costs and charges therefor upon demand. The County shall be entitled to all costs and expenses, including reasonable attorneys' fees, necessarily incurred upon the Contractor's refusal to so honor and pay the aforementioned costs and charges.
- C. The Contract Bonds shall remain in full force and effect for the duration of the guarantee period.

\* \* END OF GENERAL CONDITIONS \* \*

# **PREVAILING WAGES**

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**LOCALITY: MARIN COUNTY**

**DETERMINATION: MAR-2002-2**

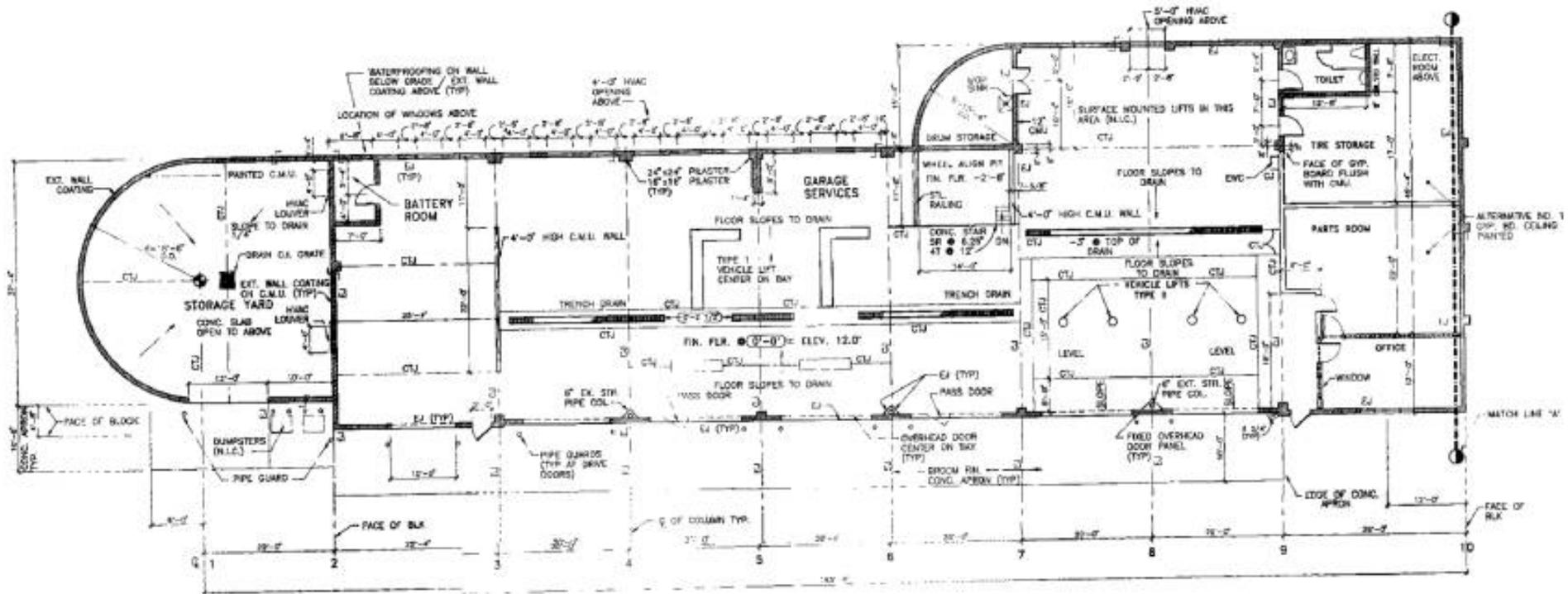
CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	EMPLOYER PAYMENTS					STRAIGHT-TIME		OVERTIME HOURLY RATE			
			BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/HOLIDAY	TRAINING AND/OR OTHER	HOURS	TOTAL HOURLY RATE	DAILY	SATURDAY	SUNDAY AND HOLIDAY	
# BRICKLAYER, BLOCKLAYER:													
POINTER, CLEANER, CAULKER, WATERPROOFER	8/22/2002	06/30/2003*	A 31.500	3.950	5.650	B -	0.350	C 8.0	41.450	57.200	D 57.200	D 57.200	72.950
BRICKLAYER, BLOCKLAYER, STONEMASON	8/22/2002	06/30/2003*	E 32.850	3.750	6.850	B -	0.350	C 8.0	43.800	F 60.225	D 60.225	D 60.225	76.650
BRICK TENDER	8/22/2002	06/30/2003**	E 25.390	3.590	2.770	B -	0.150	7.0	31.900	44.595	C 44.595	C 44.595	57.290
G 1ST 1,500 HOURS	8/22/2002	06/30/2003*	E 11.800	3.590	2.770	B -	0.150	7.0	18.310	24.210	C 24.210	C 24.210	30.110
G 2ND 1,500 HOURS	8/22/2002	06/30/2003*	E 14.300	3.590	2.770	B -	0.150	7.0	20.810	27.960	C 27.960	C 27.960	35.110
# CARPET, LINOLEUM,													
RESILIENT TILE LAYER	2/22/2002	06/30/2002*	A 30.000	3.550	H 4.600	3.200	0.500	8.0	41.850	I 56.850	I 56.850	I 56.850	71.850
CARPET LAYER HELPER	2/22/2002	06/30/2002*	A 28.500	3.550	H 4.600	3.040	0.500	8.0	40.190	I 54.440	I 54.440	I 54.440	68.690
FLR COV HNDR 1ST 2 YRS	2/22/2002	06/30/2002*	A 9.530	2.910	-	0.600	-	8.0	13.040	I 17.805	I 17.805	I 17.805	22.570
FLR COV HNDR AFTER 2 YRS	2/22/2002	06/30/2002*	A 11.470	2.910	-	1.200	-	8.0	15.580	I 21.315	I 21.315	I 21.315	27.050
MATERIAL HNDR 1ST 2 YRS	2/22/2002	06/30/2002*	A 18.290	3.550	H 4.360	1.980	0.500	8.0	28.680	I 37.825	I 37.825	I 37.825	46.970
MATERIAL HNDR AFTER 2 YRS	2/22/2002	06/30/2002*	A 20.100	3.550	H 4.400	2.210	0.500	8.0	30.760	I 40.810	I 40.810	I 40.810	50.860
# ELECTRICIAN:													
COMM & SYSTEM INSTALLER	2/22/2002	11/30/2002*	24.320	2.200	J 2.600	-	0.600	8.0	30.450	42.975	42.975	42.975	55.500
COMM & SYSTEM TECH.	2/22/2002	11/30/2002*	27.690	2.200	J 2.600	-	0.600	8.0	33.920	48.180	48.180	48.180	62.440
INSIDE WIREMAN	8/22/2002	05/31/2003*	A 32.130	3.500	J 4.650	-	0.360	8.0	41.600	K 58.145	K 58.145	K 58.145	74.690
CABLE SPLICER	8/22/2002	05/31/2003*	A 35.340	3.500	J 4.650	-	0.360	8.0	44.910	K 63.110	K 63.110	K 63.110	81.310
TUNNEL WIREMAN	8/22/2002	05/31/2003*	A 32.630	3.500	J 4.650	-	0.360	8.0	42.120	K 58.925	K 58.925	K 58.925	75.730
TUNNEL CABLE SPLICER	8/22/2002	05/31/2003*	A 35.840	3.500	J 4.650	-	0.360	8.0	45.425	K 63.880	K 63.880	K 63.880	82.340
# FIELD SURVEYOR:													
L CHIEF OF PARTY (018.167-010)	8/22/2002	02/28/2003*	33.280	5.890	H 4.250	M 3.000	0.590	8.0	47.010	63.650	63.650	63.650	80.290
L INSTRUMENTMAN (018.167-034)	8/22/2002	02/28/2003*	30.190	5.890	H 4.250	M 3.000	0.590	8.0	43.920	59.015	59.015	59.015	74.110
L CHAINMAN/RODMAN (869.567-010)	8/22/2002	02/28/2003*	27.310	5.890	H 4.250	M 3.000	0.590	8.0	41.040	54.695	54.695	54.695	68.350
# GLAZIER	8/22/2001	06/30/2002*	A 30.000	3.480	6.010	-	0.420	8.0	39.910	N 54.910	69.910	69.910	69.910
# MARBLE FINISHER	8/22/2002	07/31/2003**	A 22.320	3.470	2.750	2.850	0.250	8.0	31.640	O 42.800	53.960	53.960	53.960
# MARBLE SETTER	8/22/2002	07/31/2003*	A 31.440	3.950	7.660	4.000	0.350	8.0	47.400	P 62.400	77.400	77.400	77.400
# PAINTER:													
BRUSH, POWER OR STEAM CLEANER, STEEL, PAPERHANGER (FOR COMMERCIAL JOBS OVER \$7 MILLION)	8/22/2002	12/31/2002**	A 27.030	3.650	5.530	Q 1.200	0.180	8.0	37.590	I 50.770	I 50.770	I 50.770	63.950

	BRUSH, POWER OR STEAM CLEANER, STEEL, PAPERHANGER (FOR COMMERCIAL JOBS UNDER \$7 MILLION)	8/22/2002	12/31/2002**	A	24.420	3.650	5.530	Q	1.200	0.180	8.0	34.980	I	46.855	I	46.855	58.730	
	SPRAY PAINTER, HAZARDOUS MATERIAL HANDLER (LEAD PAINT ABATEMENT)-JOBS > \$7 MILLION	8/22/2002	12/31/2002**	A	27.530	3.650	5.530	Q	1.200	0.180	8.0	38.090	I	51.520	I	51.520	64.950	
	SPRAY PAINTER, HAZARDOUS MATERIAL HANDLER (LEAD PAINT ABATEMENT)-JOBS < \$7 MILLION	8/22/2002	12/31/2002**	A	24.920	3.650	5.530	Q	1.200	0.180	8.0	35.480	I	47.605	I	47.605	59.730	
	TAPER	8/22/2002	01/31/2003**	A	30.780	3.500	7.180		2.500	0.250	8.0	44.210		59.600	C	59.600	74.990	
	TAPER CLEAN-UP	2/22/2002	07/31/2002*	A	14.130	3.500	-		-	-	8.0	17.630		24.695	C	24.695	31.760	
#	PLASTERER	8/22/2002	06/30/2003**	R	22.830	4.480	4.500		3.500	0.500	8.0	35.810		46.725	C	46.725	S	57.640
	PLASTER TENDER	8/22/1999	06/30/2000*		19.760	2.240	2.160		2.100	0.330	8.0	26.590	I	36.470	I	36.470	46.350	
T	ENTRY LEVEL (FIRST THRU 30TH DAY)	8/22/1999	06/30/2000*		9.880	-	-		2.100	-	8.0	11.980	I	16.920	I	16.920	21.860	
T	ENTRY LEVEL (2ND TO 4TH MONTH)	8/22/1999	06/30/2000*		13.830	2.240	2.160		2.100	0.330	8.0	21.660	I	28.575	I	28.575	35.490	
T	ENTRY LEVEL (4TH TO 8TH MONTH)	8/22/1999	06/30/2000*		15.810	2.240	2.160		2.100	0.330	8.0	22.640	I	30.545	I	30.545	38.450	
T	ENTRY LEVEL (8TH TO 12TH MONTH)	8/22/1999	06/30/2000*		17.780	2.240	2.160		2.100	0.330	8.0	24.610	I	33.500	I	33.500	42.390	
#	PLUMBER:																	
	PLUMBER, STEAMFITTER	8/22/2002	06/30/2003**	U	41.000	9.500	9.350	B	-	W	1.400	7.0	61.250	X	82.250	Y	82.250	103.250
	SERVICE AND REPAIR (HVAC), LIGHT COMMERCIAL	8/22/2002	06/30/2003**	U	30.750	8.580	9.350	B	-	W	1.100	8.0	49.780	Z	65.655	D	65.655	81.530
	REFRIGERATION FITTER (HVAC)	8/22/2002	06/30/2003**	U	36.900	8.060	9.350	B	-	W	1.470	8.0	55.780	Z	74.730	D	74.730	93.680
	AIR CONDITIONING & REFRIGERATION/HVAC - SERVICE WORK	8/22/2002	06/30/2003*	U	36.900	-	8.540	B	-	W	1.620	8.0	47.060	Z	66.010	D	66.010	84.960
	LANDSCAPE/IRRIGATION PIPEFITTER	2/22/1995	12/31/1995*	A	26.240	3.800	4.300	B	-		0.450	8.0	34.790		47.910	AA	47.910	61.030
	UNDERGROUND/UTILITY PIPEFITTER	8/22/1998	06/30/1999*	A	27.320	3.950	5.650	B	-		0.500	8.0	37.420		51.080	AA	51.080	64.740
	SPRINKLER FITTER (FIRE PROTECTION AND FIRE CONTROL SYSTEMS)	8/22/2001	07/31/2002*	A	35.540	3.400	8.400	B	-		0.500	8.0	47.840		65.610		65.610	83.380
#	ROOFER	8/22/2002	07/31/2003**		24.050	4.650	3.000		3.050	0.200	C	8.0	34.950		46.975		46.975	59.000
	BITUMASTIC, ENAMELER, PIPE WRAPPER, COAL TAR PITCH BUILD-UP	8/22/2002	07/31/2003**		26.050	4.650	3.000		3.050	0.200	C	8.0	36.950		49.975		49.975	63.000
	MASTIC WORKER, KETTLEMAN	8/22/2002	07/31/2003**		24.300	4.650	3.000		3.050	0.200	C	8.0	35.200		47.350		47.350	59.500
#	SHEET METAL WORKER (HVAC)	8/22/2002	06/30/2003**	E	38.050	4.520	8.020	B	-	W	1.070	8.0	51.660	K	70.685	K	70.685	89.710
	METAL DECK & SIDING	8/22/2002	06/30/2003**	E	30.420	4.500	7.730	B	-	W	0.640	8.0	43.290	K	58.500	K	58.500	73.710

#	SHEET METAL WORKER (HVAC):																	
	TOTAL HVAC CONTRACT OF \$270,000 OR LESS	8/22/2002	06/30/2003**	E	32.450	4.520	7.250	B	-	W	1.070	8.0	45.290	K	61.515	K	61.515	77.740
	SERVICE TECHNICIAN	8/22/2002	06/30/2003**	E	22.110	3.110	4.620	B	-	W	1.070	8.0	30.910	AB	41.965	AB	41.965	53.020
	SERVICE TECHNICIAN, ADDITIONAL STEP	8/22/2002	06/30/2003**	E	23.230	3.110	4.620	B	-	W	1.070	8.0	32.030	AB	43.645	AB	43.645	55.260
	SERVICE TECHNICIAN, SECOND ADDITIONAL STEP	8/22/2002	06/30/2003**	E	24.360	3.110	4.620	B	-	W	1.070	8.0	33.160	AB	45.340	AB	45.340	57.520
	LIGHT COMMERCIAL AIR CONDITIONING SPECIALIST	8/22/2002	06/30/2003**	E	20.340	3.110	1.060	B	-	W	1.070	8.0	25.580	K	35.750	K	35.750	45.920
#	TERRAZZO WORKER	8/22/2002	06/30/2003**	AC	34.600	3.750	6.850	B	-		0.100	7.0	45.300	AB	60.240	AB	60.240	75.180
	TERRAZZO FINISHER	8/22/2002	06/30/2003**	AC	24.770	3.700	3.050	B	-		0.050	7.0	31.570	AB	42.880	AB	42.880	54.190
#	TILE FINISHER	8/22/2002	03/31/2003**	A	17.360	AD 3.700	AD 2.620		0.700	AD	0.250	8.0	24.630		26.740	C	26.740	35.420
	RED CIRCLED FINISHER	8/22/2002	03/31/2003**	A	23.120	AD 3.700	AD 3.100		1.300	AD	0.250	8.0	31.470		35.980	C	35.980	47.540
#	TILE SETTER	8/22/2002	03/31/2003**	A	31.180	AD 3.700	AD 3.850		2.350	AD	0.250	8.0	41.330		49.120	C	49.120	64.710
	WATER WELL DRILLER																	
	DRILLER, PUMP REPAIRMAN	2/22/2001	01/31/2002*		18.170	3.400	1.500	AE	0.730		-	8.0	23.800	AF	32.885	AF	32.885	AF 32.885
	PUMP INSTALLER	2/22/2001	01/31/2002*		16.250	3.400	1.500	AG	0.660		-	8.0	21.810	AF	29.935	AF	29.935	AF 29.935
	HELPER	2/22/2001	01/31/2002*		11.800	3.400	1.500	AH	0.510		-	8.0	17.210	AF	23.110	AF	23.110	AF 23.110

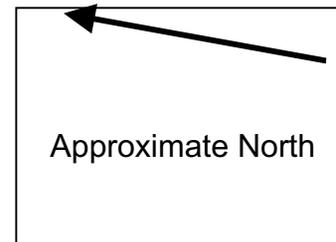
# **ATTACHMENTS**

**Attachment A-1**  
**Site Plan for the County General Services**  
**Building**



**NORTH PART PLAN**

SCALE: 1/8" = 1'-0"



Approximate North



# Attachment A-2 Pictures



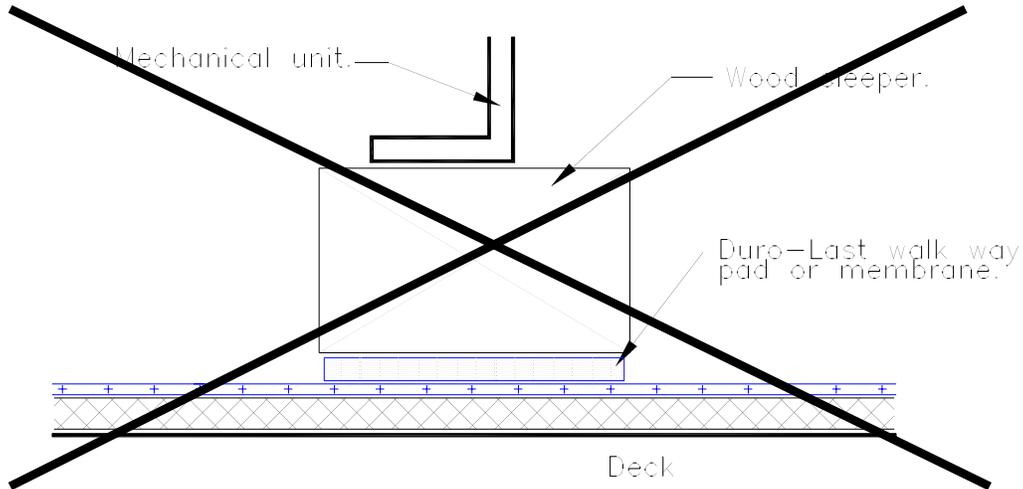
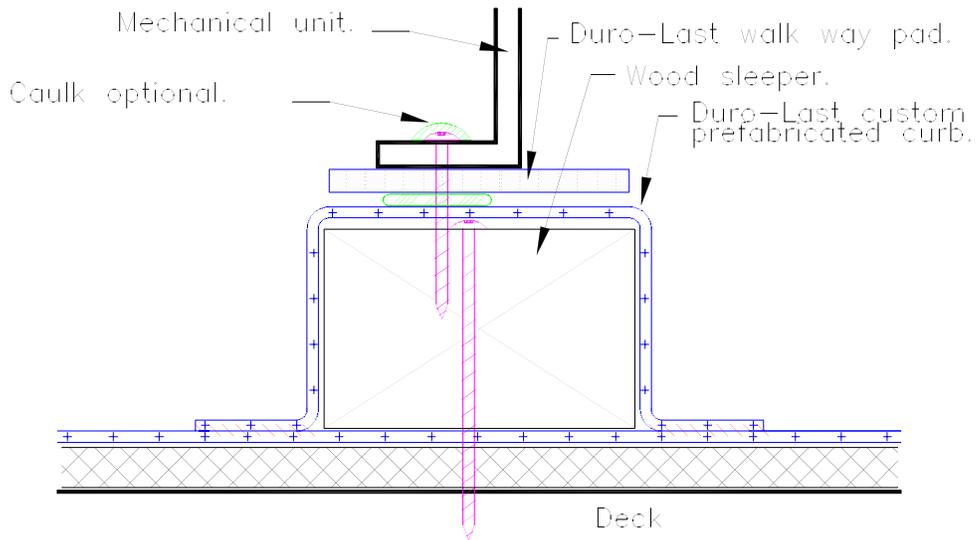
Picture 1  
Entire Roof looking north

## Attachment A-3 Utility Data

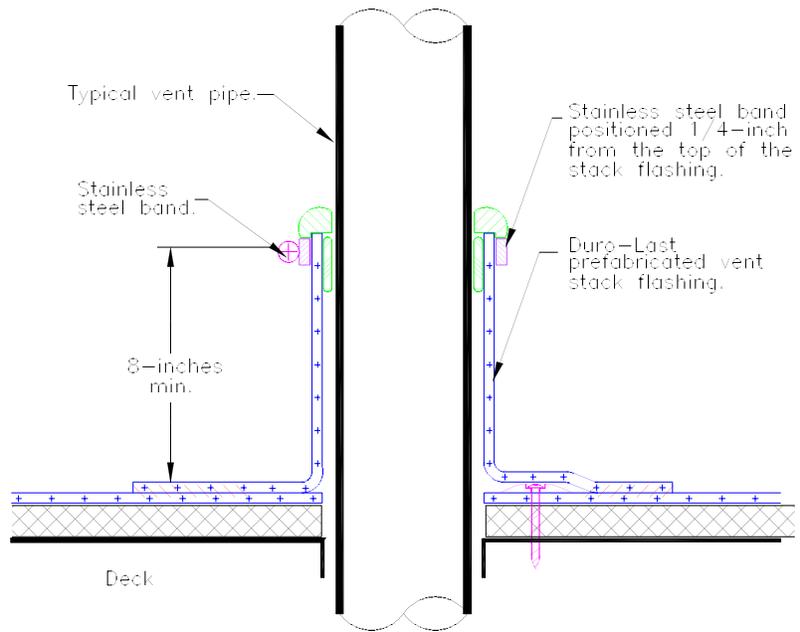
DATE	DAYS	kW	kWh	USE/DAY	CHARGE
01/09	33	52	13200	400.0	1637.48
02/07	29	54	13200	455.2	1640.78
03/11	32	49	12560	392.5	1560.93
04/09	29	49	11280	389.0	1417.75
05/10	31	51	12640	407.7	1851.58
06/10	31	51	11600	374.2	2270.03
07/11	31	58	13280	428.4	2585.35
08/08	29	54	12160	419.3	2379.6
09/07	30	54	12640	421.3	2456.3
10/08	31	55	12800	412.9	2488.56
11/06	29	53	11840	408.3	2149.06
12/07	31	46	12720	410.3	1573.88

# Attachment A-4

## Preferred Roof Penetration Details



4090
SLEEPER DETAIL
No  
New Construction or Reroof
Scale  
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Note: Membrane attachment around the penetration will be the same as the deck membrane, max. 18-inches on center, and a minimum one plate/fastener per flashing.

4070 ROUND PENETRATION No  
 New Construction or Reroof Scale  
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