

County of Santa Clara

Parks and Recreation Department

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Reservations (408) 355-2201
www.parkhere.org



ADDENDUM NO. 1

FIELD SPORTS PARK CLUBHOUSE REMODEL at Field Sports County Park

COUNTY OF SANTA CLARA, CALIFORNIA

ISSUED ON: December 8, 2023

ALL PLAN HOLDERS OF THE FIELD SPORTS PARK CLUBHOUSE REMODEL at Field Sports County Park

Notice is hereby given that the following revisions, additions, and/or deletions are hereby made part of and incorporated into the plans and specifications for the FIELD SPORTS PARK CLUBHOUSE REMODEL at Field Sports County Park

1. Refer to Specifications, BID FORM.
DELETE: BID FORM
ADD: BID FORM (Addendum No. 1), Attachment 1
Contractors shall complete all bid item blocks with Unit Price, Extension, and Total Base Bid.
2. Refer to Specifications.
ADD: Section 01 4500, Quality Control,
Attachment 2, Pages 1-18.
3. Refer to General Conditions, Specification Section 00 72 00.
DELETE: Page 55 of 64, 00 72 00-55
ADD: Page 55 of 64, 00 72 00-55 to include 13.06 Survival, Attachment 3.
4. Refer to Specifications, Section 00 73 16.1, Exhibit B-1, Insurance Requirements for Construction Contracts between \$60,000 and \$2,000,000.
DELETE: Page 1 of 7 of the Insurance Requirements
ADD: Page 1 of 7 of the Insurance Requirements- Indemnity, Attachment 4.



Board of Supervisors: Cindy Chavez, Otto Lee, Susan Ellenberg, S. Joseph Simitian, Sylvia Arenas,
County Executive: James R. Williams

5. Refer to Specifications, Notice to Bidders, Document 00 11 00, page 6 of 8.
DELETE: Page 6 of 8.
ADD: Page 6 of 8, attached, 2.16 Levine Act; Attachment 5.
6. Refer to Specifications, Bid Documents, Document 00 41 00
DELETE: Page 00 41 00
ADD: Item 8: Declaration of Compliance with Levine Act, attached, and submit with the bid documents, Attachment 6
7. Refer to Specifications, Agreement, Document 00 52 00, page 5 and 6 of 9.
DELETE: page 5 and 6 of 9, 00 52 00-5 and 00 52 00-6.
ADD: Page 5 and 6 of 9, attached, 8.06 Conflicts of Interest: Political Reform Act; Attachment 7
8. Refer to Specifications, Section 2008, Temporary Offices for County Representatives and Contractor. Contractor is to provide
 - a. a portable Construction Unit for the Contractor's use (1)
 - b. a portable Staff Office for Field Sports Park Staff use (2).Each unit is to be 10' x 20' and as provided in the specifications.
9. Refer to Specifications, Section 2008, section 1.06 Utilities, Item A-1, A-2, Page 8 Electricity.
DELETE: Page 8.
ADD: Page 8, Addendum No. 1, Attachment 8.
10. Refer to Specifications, Notice to Bidders, 00 11 00, page 2 of 8.
DELETE: Page 2 of 8.
ADD: Page 2 of 8, Addendum No. 1, Attachment 9.

INSTRUCTIONS:

To acknowledge receipt of this Addendum and all Addenda, the bidder must complete, sign, and submit the Bidder's Security & Addenda form(s), with their bid.

APPROVED BY:

DocuSigned by:

16C149A4C75B4EA
Tom McLauchlan
Capital Projects Manager,
County of Santa Clara
Parks and Recreation Department

TM
Attachments: 1-9
Addendum#1 Letter: (2 pages)



Board of Supervisors: Cindy Chavez, Otto Lee, Susan Ellenberg, S. Joseph Simitian, Sylvia Arenas,
County Executive: James R. Williams

BID FORM (Addendum No. 1)

From: Bidder's Company Name: _____

Address: _____ Phone: _____

TO: COUNTY OF SANTA CLARA, HEREIN CALLED OWNER:

Pursuant to and in compliance with your Notice to Bidders and the Contract Documents relating to the

FIELD SPORTS PARK OFFICE REMODEL

The undersigned Bidder, having become thoroughly familiar with the terms and conditions of the Contract Documents and with local conditions affecting the performance and the costs of the Work at the place where the Work is to be done and having fully inspected the Work site in all particulars, hereby proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents, including the furnishing of any and all labor and materials, and do all the Work required to construct and to complete said Work in accordance with the Contract Documents, for the following sums of money:

BID ITEM	SPEC. SECT.	ITEM DESCRIPTION WITH UNIT PRICE (Price is inclusive of all applicable taxes, Profit, Insurance, Bonds and Other Overhead)	UNIT	EST. QTY.	UNIT PRICE	EXTENSION
1	General Conditions & Requirements, 2005	Division 1 General Conditions & Requirements; Mobilization, Equipment; Staging Area Requirements, Submittals, Project Construction Sign, Project Scheduling; Quality Control & Assurance, Overhead, and all other work not included in bid items defined in items 2-60.	LS	1		
2	2008	Temporary Construction and Staff Offices	EA	2		
3	2014	Temporary Generator to Operate Constr. And Staff Office Trailers	MO.	6		
4	2010	Existing Facilities, FF&E Container & Storage, Video & Recording	LS	1		
5	2010	Utility Identification, U.S.A., Marking	LS	1		
6	2011	Structure Tenting and Abatement of Termites	LS	1		
7	2011	Hazardous Materials Removal per Patriot Environmental Report	LS	1		
8	2009	*Sheeting, Shoring and Bracing of Excavations with depths 5 ft. or greater	LS	1		
9	2400	Sawcut, Demolition and Removal of Exterior Concrete	SF	1,500		
10	2013	Demolition and Removal of Exterior Walls, Doors, Windows	LS	1		
11	2012	Demolition and Removal of Interior Walls, Ceiling, Flooring, fixtures	LS	1		
12	2012	Attic, Ceiling, and Wall Cleaning and Deodorizing	LS	1		
13	2013	Clearing and Grubbing, Tree Pruning	SF	2,000		
14	2012	Demolition and Removal of Interior Concrete slab in Preparation for Utilities- Electrical, Potable Water & Sanitary	SF	500		
15	2035	Grading and Drainage	SF	3,500		
16	2400	Concrete Paving and Concrete Slab Floor Repair	SF	2,000		
18	2100	Decomposed Granite Paving	SF	450		
19	2014	Picnic Tables	EA	2		
20	2600	Electrical Site Work- Bollard Lighting	EA	50		
21	2800	Roof Demolition and Improvements: Roof Underlayment, Decking, Insulation, Shingles & gutters	LS	1		
22	2014	New Structural Walls	SF	950		
23	2820	Cedar Shake Exterior Walls	SF	950		
24	2880	Interior Wall and Ceiling Construction- carpentry, sound insulation, sheetrock	LS	1		
25	2014	Hard Maplewood Flooring and Underlayment	SF	1,700		
26	2014	Vinyl Sheet Tile Flooring and Underlayment-Kitchen and Restrooms	SF	400		
27	2014	Sanding, Finishing, Polishing Concrete Floors-Vault, Mud & Utility	SF	420		

NOTE TO BIDDERS: The Bidder's Bond shall be at least 10% of the TOTAL BID AMOUNT. Quantities in the table above are approximate. Actual quantities may be +/- 25%. Quantities of excavated and backfilled areas will be negotiated between the Contractor & Owner based on the Contractor's detailed survey of in-ground void space remaining after excavation and post-compacted in-place native soil backfilled (prior & post-excavation/backfill surveys). Quantities of imported material and off-site material disposal will be determined by weigh tags and receipts provided by the Contractor from the supplier or landfill. Unit prices are stated on this Bid Form as a price per unit of measurement for materials, equipment, and labor added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of work required by the Contract Documents are increased or decreased.

Bidder's Signature: _____ Date: _____

Bidder's Name & Title (Print) _____

BID ITEM	SPEC. SECT.	ITEM DESCRIPTION WITH UNIT PRICE (Price is inclusive of all applicable taxes, Profit, Insurance, Bonds and Other Overhead	UNIT	EST. QTY.	UNIT PRICE	EXTENSION
28	2014	Sliding Barn Doors on Frame	EA	2		
29	2014	Exterior Wood Doors	EA	5		
30	2014	Exterior Steel Door	EA	1		
31	2014	Interior Wood Doors	EA	8		
32	2014	Interior Vault Door and Frame	EA	1		
33	plans	Triple Pane Exterior Windows	EA	11		
34	plans	Interior Windows	EA	3		
35	2014	Blinds	EA	19		
36	2600	Electrical Work: New Electrical Panels A, B & C, Main Distribution Panel, Main Switchboard/Switchgear	LS	1		
37	2014	WiFi Panel, Circuits, Conduit, Wiring, Outlets, and Light Switches	LS	1		
38	plans	Interior Lighting including Exit Sign Lighting	LS	1		
39	plans	Exterior Security Lighting and Entry Lantern Lights	LS	1		
40	2210	Sanitary Sewer Work	LS	1		
41	2300	HVAC Work	LS	1		
42	2200	Potable Water Work	LS	1		
43	2015	ADA Water Cooler	LS	1		
44	2038	Toilets, Sinks, Faucets and Water Heater	LS	1		
45	2020	Restroom, Kitchen, and Utility Room Accessories	LS	1		
46	2014	Corian Counters-Kitchen, Fireside Rm., Restrm Corridor, Exhibit Rm	SF	110		
47	2014	Interior Painting	LS	1		
48	2820	Exterior Building Sanding and Painting	LS	1		
49	2014	Interior Knotty Pine Wall Paneling	SF	1,000		
50	2014	Sound Insulation Paneling	SF	2,000		
51	2038	FRP Panels - Restroom and Utility Room	SF	400		
52	2014	Pavilions	EA	2		
53	2020	Range and Oven, Range Light & Exhaust Fan, Refrigerator, Garbage Disposal Unit	LS	1		
54	2015	Wall and Base Cabinets- Kitchen, Exhibit, Fireside & Restrm Corridor	EA	60		
55	2020	Lounge, Kitchen, and Mud Room Furnishings	LS	1		
56	2014	Internet and telephone jacks and connections	LS	1		
57	2032	Lockers	EA	10		
58	2025	Office and Reception chairs, desks, file cabinets, wall cabinets	LS	1		
59	2014	Smoke, CO Detectors and Fire Extinguishers	LS	1		
60	2014	Alarm System to Exit Lighting	LS	1		
		TOTAL BASE BID	>>>>	>>>>	>>>>>>>>	

Contractor to write in dollar amount: \$ _____ and ____/100 Dollars.

		ADD ALTERNATES				
AA1	2032	Washing Machine and Clothes Dryer	LS	2		
AA2		Rolling Partition- Fireside Meeting Room	LS	1		

*Regardless of whether there is, or is not, sheeting, shoring, and bracing required for this project, (Bid Item No.4) this bid item shall include a minimum of \$1.00 for this bid item. The Contractor may not insert \$0 or leave blank.

Contractor to write in dollar amount: \$ _____ and ____/100 Dollars.

NOTE TO BIDDERS: The Bidder's Bond shall be at least 10% of the TOTAL BID AMOUNT. Quantities in the table above are approximate. Actual quantities may be +/- 25%. Quantities of excavated and backfilled areas will be negotiated between the Contractor & Owner based on the Contractor's detailed survey of in-ground void space remaining after excavation and post-compacted in-place native soil backfilled (prior & post-excavation/backfill surveys). Quantities of imported material and off-site material disposal will be determined by weigh tags and receipts provided by the Contractor from the supplier or landfill. Unit prices are stated on this Bid Form as a price per unit of measurement for materials, equipment, and labor added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of work required by the Contract Documents are increased or decreased.

Bidder's Signature: _____ Date: _____

Bidder's Name & Title (Print) _____

SECTION 01 45 00
QUALITY CONTROL**PART 1- GENERAL****1.01 SUMMARY**

A. This Section includes:

- 1.** Part 1 – General
 - a.** 1.01 - Summary
 - b.** 1.02 - Related Documents and Sections (Not Used)
 - c.** 1.03 - Definitions
 - d.** 1.04 - References
 - e.** 1.05 - Contractor's Quality Control (QC) System
 - f.** 1.06 - QC System Requirements
 - g.** 1.07 - QC System
 - h.** 1.08 - QC Organization
 - i.** 1.09 - QC Plan
 - j.** 1.10 - Testing
 - k.** 1.11 - QC Documentation
 - l.** 1.12 - Certifications
 - m.** 1.13 - Inspections for Substantial Completion
 - n.** 1.14 - Not Used
 - o.** 1.15 - Notification of Non-Compliance
- 2.** Part 2 – Products (Not Used)
- 3.** Part 3 – Execution (Not Used)
- 4.** Part 4 – Forms and Tables
 - a.** QC Specialist Table – Form F-1
 - b.** Sample QC Appointment Letter – F-2
 - c.** Sample Alternate QC Appointment Letter F-3
 - d.** Sample Test Plan and Log – F-4
 - e.** Sample Rework Items list – F-5

1.02 RELATED DOCUMENTS and SECTIONS (NOT USED)**1.03 DEFINITIONS**

A. The following definitions as used in this Section mean:

1. **Alternate QC Manager.** The Owner-accepted alternate QC Manager that performs the duties, responsibilities, and functions of the QC Manager when the QC Manager is absent from the Project Site.
2. **Contractor's QC Manager's Daily Report.** See Document 00 72 00, article 3.12(F) (General Conditions, Documents and Samples at the Project Site) and Section 01 32 00 (Construction Progress Documentation, Project Reports) for minimum requirements and format of report.
3. **Corrective Action Plan.** A written document submitted by the QC Manager to Owner stating Contractor's plan to correct an item of Work that fails to conform to the requirements of the Contract Documents. Four (4) copies of the Corrective Action Plans must be submitted with the Report of Test Results, inspection report, or Owner's non-conformance notice, no later than 10:00 a.m. the third workday after each failed test, inspection, or receipt by Contractor of a non-conformance notice from Owner.
4. **QC Manager.** Contractor's employee, or employee of "independent" third party contractor not associated with the "production" aspect of the Work, such as a Testing Lab, accepted by Owner and responsible for managing Contractor's QC System. Contractor's Project superintendent may function as the QC Manager in addition to the Superintendent's other duties on this Project.
5. **QC Plan.** Contractor's written plan identifying all QC personnel, procedures, inspections, tests, instructions, reports, records, and schedules.
6. **QC Program.** Contractor's Quality Management requirements for all on-site and off-site Work, including documentation, administration, and coordination of Contractor's management, production, and QC personnel.
7. **QC Specialist.** The Quality specialist at the Project Site, in addition to other specialized testing and inspection personnel, responsible for Quality Management of a specific or specialized area of Work.
8. **QC Specialist's Daily QC Report.** A written document, in the same format as the QC Manager's Daily QC Report, prepared and signed by the QC Specialist for each day the Work is performed in his/her area of responsibility.
9. **QC System.** The means by which Contractor ensures Quality.
10. **Quality.** Conformance to the requirements established by the Contract Documents.
11. **Quality Control (QC).** Contractor's system in place during execution of the Work, to manage and control its own, and its Suppliers' and Subcontractors' activities to comply with the requirements of the Contract Documents. Contractor's Quality Control is referenced as "CQC."
12. **Quality Level.** The degree of excellence, basic nature, character, or kind of performance of a particular type of Work set forth in the Contract Documents.
13. **Quality Management.** Quality Control and assurance activities instituted to achieve the Quality Levels established by the Contract Documents.
14. **Rework Items List.** A written list of Work that does not comply with the requirements of the Contract Documents, maintained by the QC Manager, identifying the items of Work requiring correction, the date the item was originally discovered, the anticipated date for correction of the item, and the actual date of correction. The Rework Items List may contain items on the "Punch List."
15. **Subcontractor's Daily Report. (Not Used.)**

16. Submittal Log. A written list in a format furnished or accepted by Owner, indicating the status of all Submittals required by the Contract Documents, grouped by Definable Feature of Work (DFOW), and prepared and maintained by the QC Manager. (See Section 01 32 00, Construction Progress Documentation, and Section 01 33 10, Submittal Log, for additional requirements.

17. Testing Plan and Log. A written document, prepared and maintained by the QC Manager, indicating all tests required by the Contract Documents, the entity responsible for performing the test, the date each test was conducted, the date test results were submitted to Owner, remarks, and containing the QC Managers certification that an accredited testing Laboratory was used.

1.04 REFERENCES

A. The publications listed below are part of the requirements of the Contract Documents to the extent referenced:

1. ASTM A 880 (current edition) Criteria for Use in Evaluation of Testing Laboratories and Organization for Examination and Inspection of Steel, Stainless Steel, and Related Alloys.
2. ASTM C 1077 (current edition) Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation.
3. ASTM D 3666 (current edition) Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials.
4. ASTM D 3740 (current edition) Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
5. ASTM E 329 (current edition) Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction.
6. ASTM E 543 (current edition) Agencies Performing Nondestructive Testing.

1.05 CONTRACTOR'S QUALITY CONTROL (QC) SYSTEM

- A. Contractor's QC System is the means by which Contractor ensures Quality.
- B. Contractor must establish and maintain a QC System, performing sufficient inspections and tests of all items of Work, including Work of its Subcontractors and Suppliers, to ensure conformance with the requirements of the Contract Documents. Contractor's Quality Control measures must be adequate to cover all construction operations and must be correlated with the Official Progress Schedule.
- C. Contractor's QC System must include the inspections and tests required by the Contract Documents in addition to Contractor's own inspections and tests necessary to control Quality. Contractor must maintain and submit to Owner adequate records of all inspections and tests, and must submit all test results on forms furnished or accepted by Owner.
- D. Contractor must closely inspect all materials upon delivery, and all Work in progress for compliance with the requirements of the Contract Documents. Contractor must promptly reject and return all defective materials and rework any substandard Work without waiting for rejection by Owner.
- E. Contractor must submit, and Owner must accept, Contractor's Quality Control Plan (QC Plan) before starting any Work at the Project Site. Work will be permitted to start only after Owner reviews and accepts Contractor's QC Plan. The QC Plan must identify all QC personnel, procedures, inspections, tests, instructions, reports, records, schedules, etc., per Article 1.09 (QC Plan) of this Section 01 45 00.

1.06 QC SYSTEM REQUIREMENTS

-
- A. The QC System, as defined herein, establishes specific minimum staffing, documentation, reporting, and procedural requirements that Contractor must implement and maintain throughout the Contract Time.
- B. The following points are fundamental to the QC System:
1. Owner is not responsible for controlling the Quality of Contractor's Work.
 2. Contractor is responsible for implementing and maintaining specific minimum processes and measures for controlling the Quality of the Work.
 3. The requirements of the Contract Documents establish the Quality Level.
 4. Owner has the right to inspect the Work; Contractor has the obligation to inspect the Work.
 5. Owner will review Contractor's QC System for compliance with the requirements of the Contract Documents.
 6. The objective of Contractor's QC System is to prevent deficiencies in the Work.
 7. Contractor must staff the Project with a QC Manager who is responsible for managing Contractor's QC System.
 8. Contractor may be required to employ QC Specialists (specialized inspectors) to assist the QC Manager. Contractor may obtain QC Specialists from outside testing and inspection firms. Their qualifications and duties are detailed in Article 1.08 (QC Organization) of this Section 01 45 00 and Table F-1 (QC Specialist Table).
 9. Contractor must develop and submit five (5) copies of a QC Plan that complies with the requirements of Article 1.09 (QC Plan) of this Section 01 45 00. The QC Plan must be submitted to, and be accepted by, Owner before Contractor performs any Work on the Project Site, except for mobilization, installation of temporary fencing, surveying, and installation of trailers.

1.07 QC SYSTEM

- A. Contractor must establish and maintain a QC System as described herein. At a minimum, the QC System must consist of:
1. QC Organization;
 2. QC Plan;
 3. Testing;
 4. QC Documentation;
 5. QC Manager's Certifications; and,
 6. Completion Inspections.
- B. The QC System must cover on-site and off-site Work and must be correlated with the Official Progress Schedule.
- C. No on-site Work or testing shall be performed unless the QC Manager or Alternate QC Manager is at the Work site.
- D. Owner reserves the right to require changes in the QC Plan and operations as necessary, including removal of personnel, to ensure the specified Quality of Work. Owner reserves the right to interview any member of Contractor's QC organization at any time to verify member's submitted qualifications.

- E. Contractor must notify Owner in writing of any proposed change to the QC Plan, including changes to QC Organization or personnel, a minimum of seven (7) Days prior to a proposed change. Proposed changes are subject to acceptance by Owner.

1.08 QC ORGANIZATION

A. QC Manager

1. Contractor shall provide a QC Manager at the Work site to implement and manage the QC program. Contractor's Project superintendent may function as the QC Manager in addition to the superintendent's other duties on this Project.
2. Duties:
 - a. Be on the Work site at all times during performance of Work, with complete authority to take any action necessary to ensure conformance with the requirements of the Contract Documents. In the event of the QC Manager's absence, the Alternate QC Manager must be present and have the same authority as the QC Manager.
 - b. Immediately stop any work that does not comply with requirements of the Contract Documents, and direct removal and replacement of any defective Work.
 - c. Conduct daily inspections of Work performed to ensure compliance with requirements of the Contract Documents.
 - d. Certify that all Work performed, on and off the construction site, conforms to requirements of the Contract Documents, on a daily basis. Certify that all materials and equipment delivered or installed in the Work comply with the requirements of the Contract Documents, on a daily basis. Report any deficiencies and corrective action planned and taken.
 - e. Ensure that Contractor's QC Organization is adequately staffed with qualified personnel to perform all required inspections and tests.
 - f. Supervise and coordinate the inspections and tests made by the QC Organization, including the tests and inspections of the Work of Subcontractors and Suppliers.
 - g. Review all applicable reference documents identified in the individual specification Sections, such as ASTM, ACI references, etc. The QC Manager is responsible for accessing and providing copies of all such documents and standards identified in the Sections.
 - h. Ensure that all required tests are performed and results are reported. Indicate whether test results do or do not conform to requirements of the Contract Documents. Submit Corrective Action Plan(s) for nonconforming items.
 - i. Recommend removal of any person from the Project who consistently fails to perform Work properly.
 - j. Report to Contractor's senior management the identity of any Subcontractor or Supplier whose Work consistently fails to meet the requirements of the Contract Documents.
 - k. Certify each payment invoice.
 - l. Certify completion prior to requesting Substantial Completion inspection.
 - m. Certify completion prior to requesting Final Inspection.
 - n. At the Work site, perform daily maintenance and updating of the following:
 - 1) Submittal Log.
 - 2) Testing Plan and Log.

-
- 3) Rework Items List.
 - 4) As-built Drawings and Project Manual, marked to show any deviations made from the requirements of the Contract Documents and to indicate the actual materials and equipment incorporated in to the Work.
 - 5) Records Binder containing all Quality Control records.
- o. Attend all key Project Meetings including Preconstruction Conference, Schedule Orientation Meeting, Progress Meetings, Commissioning Meetings, Demonstration and Training Meetings, and Closeout Conference.
- B. Alternate QC Manager Duties and Qualifications
1. Designate an Alternate QC Manager to serve at the Project Site in the absence of the designated QC Manager.
 2. The designated QC Manager must not be absent from the Project Site for more than two (2) consecutive weeks at a time.
- C. QC Specialist(s) Duties and Qualifications [Note to specifier—edit this section. QC specialists may not be required.]
1. As a minimum, provide **separate** QC Specialist(s) at the Project Site for the area of responsibilities specified below QC Specialist Table 01 45 00 F-1. **No work defined in Table 01 45 00 F-1 may be performed without the appropriate qualified QC specialist on site. All required QC Specialist certifications (ICBO, AWS, etc.) must be current through the duration of the Work of this Project.**
 2. The QC Specialist(s) will assist and report directly to the QC Manager and must have no Project duties other than assigned Quality Control duties.
 3. QC Specialist(s) who perform any CBC Chapter 17 inspections must be an employee of a certified Testing Laboratory or Construction Testing Agency and must be retained by Owner.
 4. The QC Specialist(s) must be physically present at their assigned sites and for the assigned area of responsibility, at the frequency specified below in the QC Specialist Table 01 45 00 F-1, and prepare required documentation.
 5. The QC Specialist(s) must submit four (4) copies of a certified and dated QC Specialist's Daily QC Report, for each day the Work is performed in his/her area of responsibility, in the same format as the QC Manager's Daily QC Report (see Article 3.09 (Project Reports) of Section 01 32 00 Construction Progress Reports). QC Specialist's Daily QC Report must be submitted to Owner on the next workday.
 6. The QC Specialist(s) position(s) is in addition to other specialized testing and inspection personnel to be provided by Contractor, as identified in the Contract Documents, such as manufacturer's representatives, Testing Laboratory personnel, etc.

1.09 QC PLAN

A. Requirements

1. Within fourteen (14) Days of the official Contract start date stated in the Notice to Proceed, submit five (5) copies of the QC Plan covering both on-site and off-site Work, for Owner's approval. The

QC Plan must be bound in a 3-ring binder, the pages must be numbered sequentially, and the following information must be included:

- a. Table of Contents listing the major sections identified with tabs in the following order:
 - 1) NAMES, QUALIFICATIONS (Resumes), REFERENCES AND APPOINTMENT LETTERS FOR QC PERSONNEL, including QC Manager and Special Inspectors (if any) identified in Table F-1;
 - 2) TESTING LABORATORY INFORMATION: Required for Strength of materials: Structural footings and pavement
 - 3) TESTING PLAN AND LOG;
 - 4) QUALIFICATIONS OF TESTING AND BALANCING FIRM, PURSUANT TO SECTION N.A.
 - 5) REWORK TRACKING PLAN.
 - b. Names and qualifications, in resume format, for each person in the QC organization.
 - c. List of subcontracted organizations such as testing firms, architects, and engineers that will be employed by Contractor, and a description of the services each will provide.
 - d. Testing Plan and Log in the format furnished (Form F-4) or a format accepted by Owner. The Test log shall be continuously updated, pursuant to paragraph 1.10 of this Section. The Test log submitted as part of the CQC Plan shall identify the following:
 - 1) All tests required by the Contract Documents, applicable Codes, and other tests deemed necessary by Contractor;
 - 2) The reference specification section, or Code section, requiring the test; and,
 - 3) The frequency of the test.
 - e. Testing Laboratory accreditation and capability information required by Part 1.10 (Testing) of this Section 01 45 00.
 - f. Rework Tracking Plan and Rework Items List in the format furnished, Form 01 45 00 F-5 or accepted by the Owner, to identify record, track and complete Rework items.
2. After incorporating any Owner comments in the Draft CQC Plan, submit five (5) copies of a final draft of the QC Plan covering both on-site and off-site Work for Owner's acceptance. **No work may proceed on site without Owner's acceptance of the QC Plan.**

1.10 TESTING

- A. Contractor must perform all sampling and testing required by the Contract Documents and set forth in the Testing Plan and Log.
 1. Contractor shall update the test log as follows:
 - a. After Owner-acceptance of the Baseline Schedule, the Contractor/QC Manager shall identify the Schedule activity ID number for each test; and,
 - b. After each test is completed, Contractor/QC Manager shall update the log.
- B. Construction Materials Testing Laboratory Requirements: Contractor to provide name and qualifications of proposed testing laboratory.
 1. Provide and pay for an independent construction materials testing Laboratory (or laboratories, as necessary) accredited by one of the laboratory accreditation authorities listed in below to perform

sampling and testing required by the Contract Documents. The Laboratory's scope of accreditation must include the ASTM standards that apply to the specific testing fields listed below. This requirement applies to the specific Laboratory performing the actual testing, not just the "Corporate Office."

2. For testing laboratories that have obtained accreditation by an acceptable laboratory accreditation authority listed below, as part of the CQC Plan Contractor must submit to Owner copies of the Certificate of Accreditation and Scope of Accreditation. The scope of the Laboratory's accreditation must include the test methods required by the Contract Documents.
 3. Testing laboratories that have not yet obtained accreditation by an acceptable laboratory accreditation authority listed below must:
 - a. As part of the CQC Plan submittal submit for Owner's acceptance an acknowledgment letter from one of the acceptable laboratory accreditation authorities stating that the application for accreditation has been received and the accreditation process has started.
 - b. As part of the CQC Plan submittal submit for Owner's acceptance, certified statements, signed by an official of the laboratory, attesting that the proposed laboratory meets or conforms to the ASTM standards appropriate to the testing field as listed below.
 4. Acceptable Laboratory Accreditation Authorities are:
 - a. National Voluntary Laboratory Accreditation Program (NVLAP) administered by the National Institute of Standards and Technology;
 - b. American Association of State Highway and Transportation Officials (AASHTO);
 - c. ICBO Evaluation Service, Inc. (ICBO ES); and,
 - d. American Association for Laboratory Accreditation (ASLA) program.
 5. The ASTM Standards for specific testing fields are as follows:
 - a. Construction materials: ASTM E 329;
 - b. Concrete and concrete aggregates: ASTM C 1077;
 - c. Steel, stainless steel, and related alloys: ASTM A 880; and,
 - d. Nondestructive testing (NDT): ASTM E 543.
 6. Include the above accreditation and capability information in the QC Plan.
- C. Capability Verification by Owner**
1. Owner has the right to verify the adequacy of the proposed laboratory's personnel, equipment, procedures, techniques, and other items pertinent to testing with the requirements of the Contract Documents.
- D. Reports of Test Results**
1. Action by testing individual or organization:
 - a. Submit actual test results.
 - b. Cite applicable requirements of the Contract Documents and the tests or analytical procedures that were used.
 - c. State whether the item tested or analyzed conforms or fails to conform to specified requirements.

- d. Conspicuously stamp the cover sheet for each report in large red letters "CONFORMS" or "DOES NOT CONFORM" to the requirements of the Contract Documents, whichever is applicable.
 - e. A testing Laboratory representative, licensed as a Professional Engineer in the State of California and authorized to sign certified test reports, must sign all Reports of Test Results.
 - f. Submit test results directly to Owner and Contractor by 10:00 a.m. of the second workday after performing each test.
 - g. Update the Test Log. The updated log must reflect:
 - 1) The person or entity responsible for performing each test;
 - 2) The date each test was conducted;
 - 3) The date the test results were submitted to Owner; and,
 - 4) All pertinent remarks concerning the test or test results.
- E. Action by QC Manager
- 1. As tests are performed, record the results on the "Testing Plan and Log."
 - 2. If an item fails to conform, notify Owner's Project Inspector immediately and submit a Corrective Action Plan for the item with a copy of the Report of Test Results.
 - 3. Submit Corrective Action Plan by 10:00 a.m. of the third workday after each failed test.
 - 4. Submit an updated copy of the "Testing Plan and Log" at each QC Meeting and each progress meeting.

1.11 QC DOCUMENTATION

- A. This section lists and describes the special QC Documentation required to show that materials, equipment, workmanship, fabrication, construction and operations comply with the requirements of the Contract Documents.
- B. Before beginning Work, Contractor must obtain a set of required report forms from Owner's Project Manager.
- C. QC Records Binders: Establish and maintain the following in a series of 3- ring binders. Binders must be divided and tabbed as indicated below. These binders must be readily available to Owner during all Normal Hours Of Work. **Items with ** must be submitted to Owner prior to the County Board of Supervisors' acceptance of the Project.**
- 1. QC Plan;
 - 2. Testing Plan and Log and all updates**;
 - 3. QC Meeting Minutes;
 - 4. QC Specialist's Daily Reports**;
 - 5. All reports of test results**;
 - 6. All summaries of test results**;
 - 7. Any interim Milestone inspections, arranged by Milestone number from the Official Progress Schedule;
 - 8. Copies of all Rework Items Lists; and,

9. Copies of all Deficiency Lists (Punch Lists) issued by QC Staff, Contractor, or Subcontractors, and all Deficiency Lists issued by Owner.

D. As-Built Drawings and As-Built Project Manual

1. In addition to the requirements of Article 3.12 (Documents and Samples at the Project Site) of Document 00 72 00, the QC Manager must also ensure that As-Built Documents are kept current on a daily basis and marked to show deviations from the requirements of the Contract Documents.
2. Ensure each deviation has been identified with the appropriate modifying documentation (e.g., Change Order #, Field Modification #, Request for Information #, etc.).
3. The QC Manager (or assigned QC Specialist) must initial each deviation and each revision.
4. Upon completion of the Work, the QC Manager must certify the accuracy of the Record Documents.

1.12 CERTIFICATIONS

A. Submittal Certification (See Section 01 33 10 (Submittal Log), article 1.06.B (Submittal Requirements).)

1. Except for the QC Manager and Alternate QC Manager Appointment letters which may be certified by the Contractor's Authorized Representative, the QC Manager must stamp and sign each sheet of each Product Data Submittal, identified in Sections 01 33 00 (Submittal Procedures) and 01 33 10 (Submittal Log) as requiring CQC Certification, with the following QC certifying statement (except that data submitted in bound volume or on one sheet printed on two sides may be stamped on the front of the first sheet only):

*"The (equipment) (material) (article) shown and marked in this Submittal is that proposed to be incorporated with Project Name (), Contract Number (), Project Manual Section (), has been checked and complies in all respects, except as specifically noted in writing on the Submittal **and** accompanying transmittal, with the requirements of the Contract Documents, is a Complete Submittal, has been coordinated with all other accepted Submittals, and can be properly installed in the allocated spaces.*

Certified by QC Manager _____, Date _____"

(Signature)

B. Invoice Certification

1. Furnish the following certification with each payment request, signed by the QC Manager:

"The Work for which payment is requested, including Materials On Hand, is in compliance with the requirements of the Contract Documents. Record Documents (As-Built Drawings and Project Manual) are current, accurate, and correctly show Work installed as of the date of the payment request.

Certified by QC Manager _____, Date _____"
(Signature)

C. QC Specialist's Certification

1. QC Specialist's Daily QC Report Certification: Each QC Specialist's Daily QC Report must contain the following statement signed by the QC Specialist:

"On behalf of Contractor, I certify that this report is complete and correct, that equipment and material used, and Work performed during this reporting period are in compliance with the requirements of the Contract Documents to the best of my knowledge, except as noted in this Report.

Certified by QC Specialist _____, Date _____"

D. QC Specialist Final Report

1. If performing "Special Inspection" as defined in California Building Code Chapter 17, each QC Specialist shall submit a final, signed report stating that the Work requiring Special Inspection was, to the best of the Inspector's knowledge, in conformance to the approved plans and specifications and the applicable workmanship provisions of the Code.

E. Pre-functional Checklist Certification [Note to specifier: Ensure you are doing building commissioning to use these two paragraphs!] (See Section 01 91 00 (Commissioning).) The QC Manager must furnish the following Certification to Owner upon completion of Pre-functional Testing of all systems and equipment identified to be commissioned in Section 01 91 00:

"On behalf of Contractor, I certify that all Pre-functional tests have been performed on the Systems and equipment identified to be commissioned in Section 01 91 00, Pre-functional Checklists have been completed, and that the Systems and equipment are fully operational and are ready for Functional Performance testing.

Certified by QC Manager _____, Date _____"

(Signature)

F. Functional Performance Testing Certification (See Section 01 91 00 (Commissioning).)

The QC Manager or, if the Commissioning Coordinator is a requirement of this contract, then the CC must furnish the following Certification to Owner upon completion of Functional Performance Testing of all systems and equipment identified to be commissioned in Section 01 91 00:

"On behalf of Contractor, I certify that the that all Functional tests have been performed on the Systems and equipment identified to be commissioned in Section 01 91 00. Functional Performance checklists have been completed, and that the Systems and equipment are fully operational and meet the requirements of the Contract Documents.

Certified by QC Manager of CC _____, Date _____"

(Signature)

G. Request for Preliminary Final Inspection

1. When the QC Manager believes the Work is complete, or, if applicable, the Work of an Intermediate Milestone, including cleaning of the Work, the QC Manager must submit to Owner three (3) copies of a written certification that the required Work is complete and request a Preliminary Final Inspection by Owner.
2. For Intermediate Milestones, prior to requesting the Preliminary Final Inspection, the QC Manager must furnish the following Milestone Completion Certification to Owner:

"To the best of my knowledge, the Work of Milestone (#) has been completed, inspected, tested and is in full compliance with the requirements of the Contract Documents. All items in the Rework list have been completed and/or approved as satisfactory by the County Quality Assurance Inspector.

Certified by QC Manager _____, Date _____ "

(Signature)

3. For the Entire Work, prior to requesting the Preliminary Final Inspection, the QC Manager must furnish the following Completion Certification to Owner:

"To the best of my knowledge, the Work has been completed, inspected, tested and is in full compliance with the requirements of the Contract Documents. All items in the Rework list have been completed and/or approved as satisfactory by the County Quality Assurance Inspector."

Certified by QC Manager _____, Date _____ "

(Signature)

H. Request for Final Inspection.

1. For Intermediate Milestones, prior to requesting the Final Inspection of an Intermediate Milestone, the QC Manager must furnish the following Milestone Completion Certification to Owner:

"The Work of Milestone (#) has been completed, inspected, tested and is in full compliance with the requirements of the Contract Documents. All Punch List items identified during the Preliminary Final Inspection have been completed."

Certified by QC Manager _____, Date _____ "

(Signature)

2. For Substantial Completion of the Work, prior to requesting the Final Inspection for Substantial Completion of the Work, the QC Manager must furnish the following Substantial Completion Certification to Owner:

"The Work has been completed, inspected, tested and is in full compliance with the requirements of the Contract Documents. Punch List items identified during the Preliminary Final Inspection are substantially complete and will be finally complete within [TBD] days."

Certified by QC Manager _____, Date _____ "

(Signature)

I. Request for Owner's Notice of Substantial Completion

1. Prior to OAR issuing the Owner's Notice of Substantial Completion, the QC Manager must furnish the following Substantial Completion Certification to Owner. This certification is in addition to any Intermediate Milestone Completion certifications:

"The entire Work has been completed, inspected, tested and is in full compliance with the requirements of the Contract Documents. All Punch List items have been substantially completed; punch list items will be finally complete within [TBD] days. All items on the rework list have been completed."

All Substantial Completion submittals required by the Contract Documents have been submitted to and accepted by Owner's Authorized Representative."

Certified by QC Manager _____, Date _____ "

(Signature)

J. As-Built Document Certification

1. Accompanying submission of the final As-Built Documents, and prior to requesting Substantial Completion, the QC Manager must furnish the following Certification to Owner:

"The attached As-Built (As-Built Drawings and Project Manual) for (Contract Name and Number) were prepared in accordance with the requirements of the Contract Documents, are accurate and complete, and may be relied on by the Owner to locate installed Work.

Certified by QC Manager _____, Date _____ "

(Signature)

1.13 INSPECTION FOR SUBSTANTIAL COMPLETION

- A. Contractor's Continuing Quality Control Responsibility. Reference Document 00 72 00 (General Conditions), Article 3, Parts 3.01 – 3.06; Article 9, Part 9.07; Article 12; and Article 13, Part 13.11.

1. The term "Inspection" used in this Paragraph 1.15 refers to inspection by Owner for the purpose of Owner's determination of Substantial Completion of the Work. The fact of Owner's inspections shall not be construed by Contractor as relieving Contractor of any of the requirements of this Section 01 45 00, including without limitation, Contractor's responsibilities under Contractor's QC program described in Paragraphs 1.05 and 1.06 of this Document 01 45 00.

2. Neither Owner's inspections, nor the inspections of other state, local, or regulatory authorities with jurisdiction, necessary for determining Substantial Completion, nor the failure to include any item on a Punch List, shall relieve Contractor of its obligations to perform the Work in accordance with the Contract Documents, which obligation remains regardless of any tests, inspections, approvals or punch lists required or performed or granted as part of the Owner inspections described herein or any other inspections necessary to achieve Substantial Completion. Rather, Contractor is and will remain responsible for (1) the quality of the Work; (2) performing necessary inspections to control the quality of the Work; (3) identifying deficiencies in the Work as related to the scope and standards established in the Contract Documents; and, (4) taking all actions necessary to correct deficiencies and complete the Work in the time established in the Contract Documents.

- B. Contractor's Request for Preliminary Final Inspection. When Contractor, acting through the QC Manager, believes the Work is complete and ready for Preliminary Final Inspection, the QC Manager must submit to the Owner three (3) copies of a written certification that the Work is complete and request a Preliminary Final Inspection of the Work by Owner. The required certification by Contractor's QC Manager and related terms and conditions shall state:

"To the best of my knowledge, the Work has been completed, inspected, tested and is in full compliance with the requirements of the Contract Documents. All items in the Rework list have been completed and/or approved as satisfactory by the County Quality Assurance Inspector.

Certified by QC Manager _____, Date _____ "

(Signature)

- C. Owner's Preliminary Final Inspection. Within seven (7) Days of receipt of QC Manager's certification that the Work is complete, Owner's Authorized Representative, and/or Project Manager, Project Inspector, Architect of Record, and other staff, will make a Preliminary Final Inspection with the QC Manager and the Project Superintendent. If Owner's Project Manager determines that, based on the results of the Preliminary Final Inspection, the Incomplete/Deficient work identified is greater in substance and/or volume than can be appropriately declared as Punch List, then the Work is not complete enough for the Preliminary Final Inspection. Contractor

will be so notified in writing. Contractor must complete the Work and re-initiate procedures for another Preliminary Final Inspection. Any costs to Owner for more than two (2) Preliminary Final Inspections may be charged to Contractor.

- D. Owner's Punch List. If the results of the Preliminary Final Inspection are satisfactory to Owner's Project Manager, Owner's Representative will review the Work and, in conjunction with the QC Manager, prepare a list of deficiencies in the completed Work (Punch List) and issue the List to Contractor. Neither Owner's preparation of the Punch List, nor any omission from the Punch List of items of incomplete Work, shall be construed as relieving Contractor from completing all the Work required of the Contract Documents.
- E. Contractor's Request for Final Inspection. After Contractor completes the Work of the Punch List, Contractor, acting through the QC Manager, must certify that the entire Work, including Punch List, is complete. If minor items on the Punch List remain incomplete at the time of the certification, then Contractor must provide a promised date for completion of such items. Contractor's QC Manager shall furnish the following Substantial Completion Certification to Owner:

"The Work has been completed, inspected, tested and is in full compliance with the requirements of the Contract Documents. Punch List items identified during the Preliminary Final Inspection are substantially complete and will be finally complete within [TBD] days.

Certified by QC Manager _____, Date _____"

(Signature)

- F. Owner's Final Inspection. Upon delivery of such certification to Owner's Representative, a Final Inspection will occur within ten (10) calendar days of the QC Manager's certification, if Owner's Representative agrees with the Contractor's certification. If Owner's Representative determines the Work is still deficient, Contractor will again be furnished with a Punch List identifying the observed deficiencies in the Work. After all deficiencies (Punch List items) have been corrected, Contractor/QC Manager must initiate procedures for another Final Inspection. If Contractor requests more than two (2) Final Inspections, any costs to Owner for additional Final Inspections may be charged to the Contractor.
- G. Owner's Letter of Substantial Completion. If OAR determines that the items on the Punch List have been satisfactorily corrected, OAR will send a letter to Contractor acknowledging Milestone Completion or Substantial Completion as may be appropriate. The letter will identify the actual date of Milestone Completion or Substantial Completion as appropriate.

1.14 Not Used.

1.15 NOTIFICATION OF NONCOMPLIANCE

- A. If Owner notifies Contractor of any observed noncompliance with the requirements of the Contract Documents, Contractor must take immediate corrective action upon receipt of such notice. Such notice, when delivered to Contractor at the Project Site, is sufficient for the purpose of notification.
- B. If Contractor fails or refuses to promptly comply with any notice of noncompliance, Owner may, in addition to other remedies provided by law and/or the Contract Documents, issue an Order to the Contractor to suspend part or all of the Work until Contractor has taken satisfactory corrective action. No part of the cost or time expended by Contractor or its Subcontractors due to such Order to suspend Work shall be made the subject of a Dispute or Claim against Owner for extension of the Contract Time, Contract Sum, or for excess costs or damages of any kind.

PART 2- PRODUCTS (NOT USED)

PART 3- EXECUTION (NOT USED)

PART 4- FORMS

SECTION 01 45 00 F-1: QC SPECIALIST TABLE

QC Specialist - Qualifications & Experience	Areas of Responsibility	Physical Present At Construction Site
Concrete Inspector: ICBO Certification Reinforced Concrete Certification ACI Certification	Sections: 02400, 02800, 02880,	All placement of Concrete Work. Inspection of rebar placement and embedded items before placement of concrete. For Section 02400, if concrete sections are cast off-site, make at least two visits to pre-cast yard to assure quality of units.
CMU Masonry Inspector: ICBO – Certification CBC Chapter 17 Requirements	Section: 02400	Continuous inspection during placement of CMU Masonry work and grouting operations. At all times comply with CBC 1701.
Welding Inspector: ICBO – Certification AWS – Certification	Sections: 02400	Continuous Inspection during all on-site structural erection and structural welding operations as defined in CBC Chapter 17. Inspect all high-strength bolts. Performance of ultrasonic testing as required per specification sections.
Roofing / Waterproofing Inspector: Minimum 5 years verifiable experience as a roofing & waterproofing inspector /consultant experience with materials specified for the Project.	Section: 02800	Continuous Inspection of all placements of waterproofing / roofing materials.

SECTION 01 45 00 F-2: SAMPLE QC MANAGER APPOINTMENT LETTER

Project: TBD

Contract No.: _____

Subject: Contractor Quality Control Program

Re: Appointment as QC Manager

Dear _____:

You are hereby appointed as QC Manager for the Contractor Quality Control program for the above referenced contract.

Your responsibilities are set forth in the Contract Documents and in Specification Section 01 45 00. A summary of those responsibilities is attached to this letter.

You will report directly to an officer of this firm; you will act independently of the "production organization." You have complete authority to immediately stop work that does not comply with Contract requirements, and direct removal and replacement of any defective work.

If any person or Subcontractor working on this project consistently fails to perform work properly, in accordance with the Contract Documents, you will recommend actions to immediately remove them from the project.

Your role as QC Manager is very important to ensure quality work for this firm and the County of Santa Clara on this project. Please keep me advised on how the project progresses.

Sincerely,

(Signature)

Company Officer of Contractor

SECTION 01 45 00 F-3: SAMPLE ALTERNATE QC MANAGER APPOINTMENT LETTER

Project:

Project No.:

Contract No.: _____

Subject: Contractor Quality Control Program

Re: Appointment as QC Manager

Dear _____:

You are hereby appointed as Alternate QC Manager for the Contractor Quality Control program for the above referenced contract. Mr/Ms/Mrs _____ has been appointed QC Manager. In the event of his/her absence, you shall be present and have the same authority as the QC Manager.

Your responsibilities are set forth in the Contract Documents and in Specification Section 01 45 00. A summary of those responsibilities is attached to this letter.

You will report directly to an officer of this firm; you will act independently of the "production organization." You have complete authority to immediately stop work that does not comply with Contract requirements, and direct removal and replacement of any defective work.

If any person or Subcontractor working on this project consistently fails to perform work properly, in accordance with the Contract Documents, you will recommend actions to immediately remove them from the project.

Your role as Alternate QC Manager is very important to ensure quality work for this firm and the County of Santa Clara on this project.

Sincerely,

(Signature)

Company Officer of Contractor

FORM 01 45 00 F-4: SAMPLE TESTING PLAN AND LOG

PROJECT NUMBER: 263-C000050			PROJECT TITLE AND LOCATION: Morgan Hill Courthouse and Justice Agencies Building 301 Diana Avenue and 17275 Butterfield Rd., Morgan Hill, CA.95037						CONTRACTOR:		
SPECIFICATION SECTION AND PARAGRAPH NUMBER	SCHEDULE ACTIVITY ID	TEST REQUIRED	ACCREDITED/ APPROVED LAB		SAMPLED BY	TESTED BY	LOCATION OF TEST		DATE COMPLETED	DATE FORWARDED TO OWNER	REMARKS
			YES	NO			ON SITE	OFF SITE			

SHEET OF

FORM 01 45 00 F-5: SAMPLE REWORK ITEMS LISTProject Name: Morgan Hill Courthouse and Justice Agencies BuildingProject No.: 263-C000050

Contractor: _____

Number	Date Identified	Description	Contract Requirement (spec section and Par No., Drawing No. and Detail No. etc.)	Action Taken By QC Manager	Resolution	Date Completed

Sheet of

END OF SECTION 01 45 00

Contract Documents or Contract Modifications and the parties are not and will not rely on any other information.

- .D Either party's waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of the Contract Documents at any time shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.

13.04 LIMIT OF LIABILITY

- .A OWNER, AND EACH OF ITS OFFICERS, BOARD MEMBERS, EMPLOYEES, CONSULTANTS AND AGENTS INCLUDING, BUT NOT LIMITED TO, ARCHITECT/ENGINEER AND OWNER'S REPRESENTATIVE, SHALL HAVE NO LIABILITY TO CONTRACTOR FOR SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, EXCEPT TO THE LIMITED EXTENT THAT THESE CONTRACT DOCUMENTS OR APPLICABLE PUBLIC CONTRACTING STATUTES MAY SPECIFY THEIR RECOVERY. CONTRACTOR EXPRESSLY RELEASES SUCH CLAIMS. THIS LIMIT AND RELEASE APPLIES TO CLAIMS HOWEVER DENOMINATED OR DERIVED, WHETHER IN CONTRACT, NEGLIGENCE, STATUTE OR OTHER TORT.

13.05 SEVERABILITY

- .A Any provisions or portions thereof of Contract Documents that are prohibited by, unlawful, or unenforceable under any applicable law of any jurisdiction shall as to such jurisdiction be ineffective without affecting other provisions or portions thereof in the Contract Documents.

13.06 SURVIVAL

- .A All representations, warranties, and covenants contained in the Contract, or in any instrument, certificate, exhibit, or other writing intended by the parties to survive the Contract, shall survive the termination or expiration of the Contract, including but not limited to all terms (1) providing for indemnification of County; (2) relating to the California Public Records Act; (3) relating to County Data; and (4) relating to Contractor's obligations upon termination or expiration of this Contract.

13.07 CONTRACTOR'S USE OF COMPUTER SOFTWARE

- .A Contractor certifies that it has appropriate systems and controls in place to ensure that Owner funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

13.08 RIGHTS IN LAND AND IMPROVEMENTS

- .A Nothing in the Contract shall be construed as allowing Contractor to make any arrangements with any person to permit occupancy or use of any land, structure, or building within the physical limits of the Project for any purpose whatsoever, either with or without compensation, nor act in conflict with any agreement between Owner and any owner, former owner, or tenant of such land, structure, or building.
- .B Contractor must not occupy Owner's property outside the Project limits as shown on the Plans or on maps available in Owner's offices, unless Contractor enters into a written agreement with Owner.

13.09 AUDITS AND ACCESS TO RECORDS

- .A Contractor must maintain all books, records, documents, electronic media, and other evidence directly pertinent to the performance of the Work in accordance with generally accepted accounting principles and practices consistently applied. Contractor must also maintain all financial information and data used by the Contractor in the preparation or support of any cost submission, including Contractor's Bid estimate, any Change Order, Dispute, Claim, Pay Application, or other request for equitable adjustment. Owner and its representatives will have

Addendum No. 1

INSURANCE REQUIREMENTS
FOR CONSTRUCTION CONTRACTS
BETWEEN \$60,000 AND \$2,000,000

Indemnity

Notwithstanding any other provision of this Agreement or the Contract Documents, Contractor shall indemnify, release, hold harmless, and defend, with counsel approved by County of Santa Clara (hereinafter "County"), County and its officers, agents, and employees from any claim, demand, suit, judgment, liability, loss, injury, or damage, or expense of any kind (including attorneys' fees and costs) arising out of, or in connection with, performance of this Agreement by Contractor and/or its officers, agents, employees, or subcontractors, excepting only loss, injury, or damage caused by the sole or active negligence or willful misconduct of personnel employed by County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for County as allowed by law. Contractor shall reimburse County for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation or process in which Contractor contests its obligation to indemnify, defend, and/or hold harmless County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier must accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

1. All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

1. The lowest Bid will be the lowest Bid price on the base Contract without consideration of the prices on the additive or deductive Bid items.

2.15 COVID-19 Vaccination Requirements

Contractor shall comply with all County requirements relating to COVID-19 for persons who routinely perform services for the County onsite and share airspace with or proximity to other people at a County facility as part of their services for the County, including but not limited to vaccination, as applicable and periodically updated, and available at <https://procurement.sccgov.org/doing-business-county/contractor-vaccinations> and incorporated herein by this reference. If applicable, Contractor shall complete the Contractor Certification of Compliance with COVID-19 Vaccine Requirements ("Certification"), attached hereto as Exhibit A. Contractor shall comply with the requirements of this Section for the entire term of this Agreement.

Contractor shall comply with all reasonable requests by County for documentation demonstrating Contractor's compliance with this Section. Failure by Contractor to comply with any of the requirements of this Section (including but not limited to vaccination and masking requirements and completion and submittal of the Certification) is a material breach of this Agreement, and the County may, in its sole discretion terminate this Agreement immediately or take other action as the County may determine to be appropriate.

2.16 LEVINE ACT

If applicable, the successful Contractor and its agents shall comply with California Government Code section 84308 ("Levine Act") and the applicable regulations of the Fair Political Practices Commission concerning campaign disclosure (2 California Code of Regulations sections 18438.1 – 18438.8), which (1) require a party to a proceeding involving a contract to disclose on the record of the proceeding any contribution, as defined by Government Code section 84308(a)(6), of more than \$250 that the party or their agent has made within the prior 12 months, and (2) prohibit a party to a proceeding involving a contract from making a contribution, as defined by Government Code section 84308(a)(6), of more than \$250 to any County officer during the proceeding and for 12 months following the final decision in the proceeding. Disclosures pursuant to the Levine Act must be submitted online at the Office of the Clerk of the Board of Supervisors website at <http://www.sccgov.org/levineact>.

I am authorized to complete this form on behalf of:

Name of Contractor

I have reviewed and understand the requirements of (See Document 00 72 00 (General Conditions), Part 3.08 (Permits, Fees and Compliance with Laws))

8. DECLARATION OF COMPLIANCE WITH LEVINE ACT

Bidder certifies that it will comply with California Government Code section 84308 ("Levine Act"), which (1) requires a party to a proceeding involving a contract, including a competitive solicitation process, to disclose on the record of the proceeding any contribution, as defined by Government Code section 84308(a)(6), of more than \$250 that the party or their agent has made to any member of the County Board of Supervisors, or any Other Elected County Officer (if they may participate in the proceeding), within the prior 12 months, and (2) prohibits a party to a proceeding involving a contract, including a competitive solicitation process, from making a contribution, as defined by Government Code section 84308(a)(6), of more than \$250 to any Elected County Officer participating in the proceeding during the proceeding and for 12 months following the final decision in the proceeding. Levine Act disclosures must be submitted at <https://www.sccgov.org/levineact>.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

SIGNATURE BLOCK (*Signature Block must be completed in ink & changes must be initialed.*)

Bidder's Signature: _____ Date: _____

Bidder's Name & Title (Print): _____

Executed at: _____
City State

that was not previously disclosed, Contractor must inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM), no more than 15 days after the judgment, decision, or order becomes final or of learning of the final judgment, decision, or order. Contractor and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the Office of the County Executive-OCCM with documentary evidence of compliance with the final judgment, decision, or order within 5 days of satisfying the final judgment, decision, or order. The County reserves the right to require Contractor to enter into an agreement with the County regarding the manner in which any such final judgment, decision, or order will be satisfied.

(5) County's Right to Withhold Payment: Where Contractor or any subcontractor it employs to perform work under this Agreement has been found in violation of any applicable wage and hour law by a final judgment, decision, or order of a court or government agency, the County reserves the right to withhold payment to Contractor until such judgment, decision, or order has been satisfied in full.

(6) Material Breach: Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for termination of this Agreement and/or any other remedies available under this Agreement and/or law.

(7) Notice to County Related to Wage Theft Prevention: Notice provided to the Office of the County Executive as required under this Section shall be addressed to: Office of the County Executive—OCCM; 70 West Hedding Street; East Wing, 11th Floor; San José, CA 95110. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

8.05 Living Wage.

Unless otherwise exempted or prohibited by law or County policy, Contractors that contract with the County to provide Direct Services, as defined in County of Santa Clara Ordinance Code Division B36 ("Division B36") and Board Policy section 5.5.5.5 ("Living Wage Policy"), and their Subcontractors, where the contract value is \$100,000 or more, must comply with Division B36 and the Living Wage Policy. Compliance and compensation for purposes of this provision includes, but is not limited to, components relating to fair compensation, earned sick leave, paid jury duty, fair workweek, worker retention, fair chance hiring, targeted hiring, local hirings, protection from retaliation, and labor peace. If Contractor and /or a Subcontractor violates this provision, the Board of Supervisors or its designee may, at its sole discretion, take responsive actions, including, but not limited to, the following: (a) suspend, modify, or terminate the Direct Services Contract; (b) require the Contractor and/or Subcontractor to comply with an appropriate remediation plan developed by the County; (c) waive all or part of Division B36 or the Living Wage Policy. This provision shall not be construed to limit an employee's rights under Division B36 or any other applicable law. Further, this provision does not confer any rights upon any person or entity other than the Board of Supervisors or its designee to bring any action seeking cancellation or suspension of a County contract. By entering into this contract, Contractor certifies that it is currently complying with Division B36 and the Living Wage Policy with respect to applicable contracts, and warrants that it will continue to comply with Division B36 and the Living Wage Policy with respect to applicable contracts. Nothing in this section is intended to be contrary to prevailing wage laws – and to the extent there is conflict, State prevailing wage laws shall govern and control this Contract.

8.06 Conflicts of Interest: Political Reform Act

Contractor shall comply, and require its employees, agents, and subcontractors to comply, with all (1) applicable requirements governing avoidance of impermissible client conflicts; and (2) federal, state and local conflict of interest and disclosure laws and regulations including, without limitation, California Government Code section 1090 *et seq.*, the California Political Reform Act (California Government Code section 87100 *et seq.*) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 *et seq.*). Failure to do so

constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by County.

In accepting this Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that, in the performance of this Agreement, it will not use any contractor or employ any person having such an interest. Contractor, including but not limited to Contractor's employees, agents, and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

If the disclosure provisions of the Act are applicable to any individual providing service under the Agreement, Contractor shall, upon execution of this Agreement, provide County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Contractor's employees, agents and subcontractors, that could be substantively involved in "mak[ing] a governmental decision" or "serv[ing] in a staff capacity" and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position, (2 CCR 18700.3), as part of Contractor's service to County under this Agreement. Contractor shall immediately notify County of the names and email addresses of any additional individuals later assigned to provide such service to County under this Agreement in such a capacity. Contractor shall immediately notify County of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to County. Contractor shall ensure that all such individuals identified pursuant to this paragraph understand that they are subject to the Act and shall conform to all requirements of the Act and other applicable conflict of interest and disclosure laws and regulations, and shall file Statements of Economic Interests within 30 days of commencing service pursuant to this Agreement, annually by April 1, and within 30 days of their termination of service pursuant to this Agreement.

If applicable, Contractor and its agents shall comply with California Government Code section 84308 ("Levine Act") and the applicable regulations of the Fair Political Practices Commission concerning campaign disclosure (2 California Code of Regulations sections 18438.1 – 18438.8), which (1) require a party to a proceeding involving a contract to disclose on the record of the proceeding any contribution, as defined by Government Code section 84308(a)(6), of more than \$250 that the party or their agent has made within the prior 12 months, and (2) prohibit a party to a proceeding involving a contract from making a contribution, as defined by Government Code section 84308(a)(6), of more than \$250 to any County officer during the proceeding and for 12 months following the final decision in the proceeding. Disclosures pursuant to the Levine Act must be submitted online at the Office of the Clerk of the Board of Supervisors website at <http://www.sccgov.org/levineact>.

8.07 COVID-19 Vaccination Requirements

- A. Contractor shall comply with all County requirements relating to COVID-19 for persons who routinely perform services for the County onsite and share airspace with or proximity to other people at a County facility as part of their services for the County, including but not limited to vaccination, as applicable and periodically updated, and available at <https://procurement.sccgov.org/doing-business-county/contractor-vaccinations> and incorporated herein by this reference. If applicable, Contractor shall complete the Contractor Certification of Compliance with COVID-19 Vaccine Requirements ("Certification"), found at the above website. Contractor shall comply with the requirements of this Section for the entire term of this Agreement.
- B. Contractor shall comply with all reasonable requests by County for documentation demonstrating Contractor's compliance with this Section. Failure by Contractor to comply with any of the requirements of this Section (including but not limited to vaccination and masking requirements and completion and submittal of the Certification) is a material breach of this Agreement, and the County may, in its sole discretion terminate this Agreement immediately or take other action as the County may determine to be appropriate.

Addendum No. 1

Field Sports Park Clubhouse Remodel

- F. Work includes, but is not necessarily limited, to providing and installing office trailer(s), all related Site work, excavation, grading, concrete, electrical, plumbing and mechanical work, equipment, and furnishings as required by this Section 01 52 00.
- G. All work must be Provided in conformance with all applicable codes including the Uniform Building Code (UBC), plumbing and electrical codes, and rules and regulations of the National Fire Protection Association (NFPA).

1.05 LOCATION

- A. Temporary office must be located at the Project site- location shown on the plans.

1.06 UTILITIES

A. Electricity

1. Temporary Electrical service to the portable staff office and contractor's office shall be the responsibility of the contractor. Contractor to contact PG&E and pay all fees necessary to provide a temporary service line to each unit. Contractor shall pay for the temporary service installation, and owner will pay for electrical monthly service charges.
2. If service cannot be attained by the start of construction, contractor shall pay for all costs associated with the provision of a temporary generator to provide power to the temporary structures and to provide the fuel costs for the generator.
3. Contractor shall Provide 110V grounded duplex convenience outlets in all offices.
4. Provide three (3) dedicated circuits- two (2) for copy machines, one (1) for plotter.
5. Monthly Electrical Service Charges
 - a. Owner will pay all electrical monthly service charges for the County Representatives' Temporary Offices. For billing purposes, electrical service must be in the name of Owner.

B. Telephone Service (not used)

C. Water Service

1. Contractor must pay all initial and monthly charges for potable water service during construction.

D. Sanitary Facilities

1. Contractor must Provide and pay for three (3) portable sanitary facilities, in compliance with all laws and regulations, for use by Owner's personnel, including one that is Accessible.
2. Sanitary facilities must be centrally located within the temporary construction fence and must be accessible for provider to clean and service on a weekly basis.
3. Contractor, for the entire Contract Time, must maintain regular weekly service of the sanitary facilities. This includes provisions of water, soap, and paper towels
4. Contractor's personnel may use sanitary facilities provided for Owner's Representatives.

E. Waste Disposal

1. Contractor must provide and pay for covered waste receptacles for the exclusive use of Owner.
2. Contractor must provide and pay for weekly waste disposal.

1.07 MATERIALS/EQUIPMENT/FURNISHINGS/FINISHES

A. Windows

1. Windows must be four foot by four foot (4' x 4') sliding windows with dual pane glass.
2. Windows must be Provided with screens and blinds, and adequately sealed against water/weather

4. No Work may begin until Contractor submits, and Owner approves, the positions in Section B.3, above.

1.03 SPECIAL INSPECTIONS/PERMITS

The Project does not require special inspections by a certified Biologist or Archaeologist.

1.04 ESTIMATED COST

- A. The estimated cost for the base Bid for this work is: \$1,200,000.00

1.05 ADDITIVE/DEDUCTIVE BID ITEMS – See Bid Items on the Bid Form.

1.06 CONTRACT TIMES

- A. The Contract Time for the completion of all the Work of the Project is **120** calendar Days from the Commencement Date in Owner's Notice to Proceed. Designated portions of the Work must be completed according to the following Milestones.

1.07 LIQUIDATED DAMAGES

Liquidated Damages are associated with Substantial Completion and Final Completion. Liquidated damages are set forth in Document 00 52 00, "Agreement."

1.08 BIDS MUST BE ADDRESSED TO the President of the Board of Supervisors of the County of Santa Clara, and bear the Project name and Project number as they appear on the cover of the Project Manual.

1.09 BIDDER'S SECURITY

- A. Each Bid must be accompanied by cash, a certified or cashier's check, or a bond in the sum of not less than ten percent (10%) of the total aggregate of the Bid price, including all additive Bid items.
- B. The check or bond must be made payable to "The County of Santa Clara."

1.10 BID OPENING

- A. The Clerk of the Board of Supervisors will open Bids at the time and place stated in Document 00 11 00, Part 1.01.
- B. The Clerk will report the results of the Bid at a publicly noticed regular or special meeting of the Board of Supervisors following the date of opening of the Bids.

1.11 ERRORS OR DISCREPANCIES IN THE BIDS

The Board of Supervisors reserves the right to reject any and all Bids and to waive any errors or discrepancies in the Bids.

ARTICLE 2 — OTHER NOTICES

2.01 CONTRACTOR'S LICENSING REQUIREMENT

- A. Pursuant to Document 00 21 13 ("Instructions to Bidders"), Article 3 ("Compliance with Contractor's License Law"), Contractor must possess a Class "A" and/or Class "B" California License and list a licensed Haz Mat Contractor, issued by the California Contractors State License Board, in their list of subcontractors.
- B. Contractor must possess the required classification(s) of Contractor's License at the time the Bid is submitted (per Business and Professions Code section 7028.15).